B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor: **CHOICE ONE FOODS, LLC**

Case Number: **14-10322 (KJC)**

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):

GENERAL ELECTRIC CAPITAL CORPORATION

Name and address where notices should be sent:

Thomas McCormick
Vice President, Equipment Workout
GE Capital – Americas
516 Virginia Drive
Ft. Washington, PA 19034
Tele: (215) 654 5486
Email: thomas.mccormick@ge.com

Kurt F. Gwynne, Esquire
Reed Smith LLP
1201 Market Street
Suite 1500
Wilmington, DE
Tele: (302) 778 7550
Email: kgwynne@reedsmith.com

RECEIVED
MAR 18 2014
BMC GROUP

Name and address where payment should be sent (if different from above):

COURT USE ONLY

☐ Check this box if this claim amends a previously filed claim.

Court Claim Number: _____
(*If known*)

Filed on: _____

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

1. Amount of Claim as of Date Case Filed: **At least $4,245,845.37** (see "Addendum to Proof of Claim")

If all or part of the claim is secured, complete item 4.
If all or part of the claim is entitled to priority, complete item 5.

☒ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Lease Agreement(s) (see attached "Addendum to Proof of Claim")
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
_____	(See instruction #3a)	(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☒ Other
Describe: Equipment and fixtures

Value of Property: $ Unknown at this time

Annual Interest Rate See attached % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$ 58,456.94

Basis for perfection: Grant of security interests; filing of UCC financing statements

Amount of Secured Claim: $ Unknown, subject to auction

Amount Unsecured: $ Unknown, subject to auction

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Up to $2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Wages, salaries, or commissions (up to $12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☒ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(2).

Amount entitled to priority:

All monthly rental due post-petition at the rate of $193,542 per month, plus late charges, interest, fees and expenses (plus all other amounts accruing or falling due post-petition)

$ _____

*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of a

Quantum Foods POC
00046

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instructio

7. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. *(See instruction #7, and the definition of "redacted".)* See "Addendum to Proof of Claim"

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. **Signature:** (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Thomas McCormick
Title: Vice President, Equipment Workout
Company: General Electric Capital Corporation
Address and telephone number (if different from notice address above):

(Signature) 3/17/14 (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM FILED BY GENERAL ELECTRIC CAPITAL CORPORATION

I. CLAIMANT

1. General Electric Capital Corporation ("GECC") is the claimant.

2. Thomas McCormick, an authorized agent of GECC, is authorized to make this claim (the "Claim") on behalf of GECC.

II. BASIS FOR CLAIM

3. On February 18, 2014 (the "Petition Date"), each of the debtors (together, the "Debtors") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

4. Prior to the Petition Date, GECC, as lessor, and the Debtors, as lessee(s), were parties to leases of certain machinery and equipment (the "Leases"), summarized as follows:

Lease Schedule	Term (Mos.)	Term Remaining (Mos.)	Monthly Payment
12	60	12	$33,848
13	60	14	$29,679
14	60	15	$21,200
15	60	17	$17,881
154050000	60	34	$27,535
8703093-002	84	59	$63,398
		Total Monthly Payment:	$193,542[1]

A. Master Lease I

1. Key Equipment Finance Inc. (assignor of GECC), as lessor, and Quantum Foods, LLC, Quantum Culinary, LLC, Quantum Foods 213-D, LLC, and GDC Logistics, LLC (the

[1] GECC filed appropriate UCC financing statements with respect to the leased equipment against each of the Debtors in their states of formation, including without limitation, Quantum Foods, LLC (DE- #94125602, 00400592, 01110174, 01867823, 14292135, and 14908771; Will County, IL #U2009151837, #U2009151838, #U2009151839, #U2010014357 #U2010033667, #U2010033668, #U2010054899, and #U2010054900), Quantum Culinary, LLC (IL - #014958215, 014993282, 015153555, 015313323, and 016872350; Will County, IL #U2009151843, #U2009151844, #U2009151845, #U2010014358, #U2010033671, #U2010033672, #U2010054901, and #U2010054902), Choice One Foods, LLC (DE - #14292135, and 14908771), Quantum Foods 213-D, LLC (DE - #94121742, 00400584, 01109713, 01867831, 14292135, and 14908771; Wills County, IL #U2009151840, #U2009151841, #U2009151842, #U2010014359, #U2010033669, #U2010033670, #U2010054897,and #U2010054898), GDC Logistics, LLC (DE - #94125669, 00400782, 01110166, 01867039, 14292135, 14908771; Wills County, IL #U2009151846, #U2009151847, #U2009151848, #U2010014356, #U2010033665, #U2010033666, #U2010054895, and #U2010054896).

"Master Lease I Lessees"), as lessees, entered into a Master Equipment Lease Agreement dated June 25, 2007 (together with all addenda, amendments, and attachments thereto, "Master Lease I").

2. Pursuant to Master Lease I, delinquent obligations under Master Lease I or related lease schedules are subject to a 5% late charge. See Master Lease I at § 5(b).

3. The Master Lease I Lessees' obligation to pay rent and perform its obligations thereunder are absolute, irrevocable and unconditional, and shall not be subject to any right to set off, counterclaim, deduction, defense or other right the Master Lease I Lessees may have against the supplier, GECC, or any other party. See Master Lease I at § 8.

4. The Master Lease I Lessees are obligated, at all times, to keep the leased equipment free and clear from all liens and encumbrances of any kind or nature other than those created by, through or under GECC. See Master Lease I at § 17.

5. Upon the occurrence of a default, GECC may demand that the Master Lease I Lessees pay, and the Master Lease I Lessees shall pay to GECC, as lessor, as liquidated damages for loss of a bargain and not as a penalty, a sum equal to any unpaid rent due (together with interest on such amount at the lesser of eighteen percent per annum or the maximum permitted by law to the date of actual payment), plus the "Stipulated Loss Value." See Master Lease I at § 18(b).

6. In addition, the Master Lease I Lessees "shall indemnify and hold harmless" GECC "from and against any and all liabilities, ... losses, costs or expenses (including attorneys' fees) ... arising out of or in any way related to: Lessee's failure to perform any covenant under the Lease Documents". See Master Lease I at § 20. The Master Lease I Lessees shall pay all

reasonable costs and expenses of GECC, including without limitation, attorneys' and other professionals fees. See Master Lease I at § 21.

7. The Master Lease I Lessees' rights and obligations are joint and several. See Master Lease I at § 29.

B. The Lease Schedules to Master Lease I

1. Schedule 12

8. On December 18, 2009, Key Equipment Finance Inc. (assignor of GECC), and the Master Lease I Lessees entered into Equipment Schedule No. 12 under the Master Lease Agreement ("Schedule 12"). Schedule 12 was assigned from Key Equipment Finance Inc. to GECC on December 23, 2009. See Master Assignment Agreement dated October 27, 2004, Notice and Acknowledgment of Assignment of Equipment Schedule No. 12 dated December 18, 2009, and Specification of Assigned Schedule dated December 23, 2009.

9. The monthly rent due under Schedule 12 is $33,848.02, payable in arrears. See Schedule 12 at ¶ 3.

10. The "Rent Commencement Date" (as defined in Schedule 12) was January 1, 2010, and Schedule 12 has a sixty (60) month term. See Schedule 12 at ¶¶ 2 and 3.

11. At the expiration of the term, the Master Lease I Lessees "shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor [under Schedule 12], Lessor shall release its interest in the Equipment." See Schedule 12 at ¶ 5(a).

12. To secure the prompt payment and performance as and when due of all obligations and indebtedness of the Master Lease I Lessees, the Master Lease I Lessees "gran[t] to Lessor a first priority security interest in the equipment and all related accessions, substitutions, replacement, and proceeds." See Schedule 12 at ¶ 6.

2. Schedule 13

13. On February 1, 2010, Key Equipment Finance Inc. (assignor of GECC) and the Master Lease I Lessees entered into Equipment Schedule No. 13 under the Master Lease Agreement ("Schedule 13"). Schedule 13 was assigned from Key Equipment Finance Inc. to GECC on February 5, 2010. See Master Assignment Agreement dated October 27, 2004, Notice and Acknowledgment of Assignment of Equipment Schedule No. 13 dated February 1, 2010, and Specification of Assigned Schedule dated February 5, 2010.

14. The monthly rent due under Schedule 13 is $29,679.22, payable in arrears. See Schedule 13 at ¶ 3.

15. The Rent Commencement Date (as defined in Schedule 13) was March 1, 2010, and Schedule 13 has a sixty (60) month term. See Schedule 13 at ¶¶ 2 and 3.

16. At the expiration of the term, the Master Lease I Lessees "shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor [under Schedule 13], Lessor shall release its interest in the Equipment." See Schedule 13 at ¶ 5(a).

17. To secure the prompt payment and performance as and when due of all obligations and indebtedness of the Master Lease I Lessees, the Master Lease I Lessees "gran[t] to Lessor a first priority security interest in the equipment and all related accessions, substitutions, replacement, and proceeds." See Schedule 13 at ¶ 6.

3. Schedule 14

18. On March 24, 2010, Key Equipment Finance Inc. (assignor of GECC) and the Master Lease I Lessees entered into Equipment Schedule No. 14 under the Master Lease Agreement ("Schedule 14"). Schedule 14 was assigned from Key Equipment Finance Inc. to

GECC on March 31, 2010. See Master Assignment Agreement dated October 27, 2004, Notice and Acknowledgment of Assignment of Equipment Schedule No. 14 dated March 29, 2010, and Specification of Assigned Schedule dated March 31, 2010.

19. The monthly rent due under Schedule 14 is $21,200.04, payable in arrears. See Schedule 14 at ¶ 3.

20. The Rent Commencement Cate (as defined in Schedule 14) was April 1, 2010, and Schedule 14 has a sixty (60) month term. See Schedule 14 at ¶¶ 2 and 3.

21. At the expiration of the term, the Master Lease I Lessees "shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor [under Schedule 14], Lessor shall release its interest in the Equipment." See Schedule 14 at ¶ 5(a).

22. To secure the prompt payment and performance as and when due of all obligations and indebtedness of the Master Lease I Lessees, the Master Lease I Lessees "gran[t] to Lessor a first priority security interest in the equipment and all related accessions, substitutions, replacement, and proceeds." See Schedule 14 at ¶ 6.

4. Schedule 15

23. On May 24, 2010, Key Equipment Finance Inc. (as assignor to GECC) and the Master Lease I Lessees entered into Equipment Schedule No. 15 under the Master Lease Agreement ("Schedule 15"). Schedule 15 was assigned from Key Equipment Finance Inc. to GECC on May 27, 2010. See Master Assignment Agreement dated October 27, 2004, Notice and Acknowledgment of Assignment of Equipment Schedule No. 15 dated May 24, 2010, and Specification of Assigned Schedule dated May 27, 2010.

24. The monthly rent due under Schedule 15 is $17,881.26, payable in arrears. See Schedule 15 at ¶ 3.

25. The Rent Commencement Date (as defined in Schedule 15) was June 1, 2010, and Schedule 15 is for the term of sixty (60) months. See Schedule 15 at ¶¶ 2 and 3.

26. At the expiration of the term, the Master Lease I Lessees "shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor [under Schedule 15], Lessor shall release its interest in the Equipment." See Schedule 15 at ¶ 5(a).

27. To secure the prompt payment and performance as and when due of all obligations and indebtedness of the Master Lease I Lessees, the Master Lease I Lessees "gran[t] to Lessor a first priority security interest in the equipment and all related accessions, substitutions, replacement, and proceeds." See Schedule 15 at ¶ 6.

C. Master Lease II

28. PNCEF, LLC d/b/a PNC Equipment Finance (assignor of GECC), as lessor, and Quantum Foods, LLC, as lessee, entered into a Master Equipment Lease Agreement dated April 19, 2010 (together with all addenda, amendments, and attachments thereto, "Master Lease II" and together with Master Lease I, the "Master Leases").

29. Pursuant to Master Lease II, delinquent obligations under Master Lease II or related lease schedules are subject to a 5% late charge. See Master Lease II at § 2.

30. Quantum Foods, LLC's obligations to pay all rent and other amounts payable under Master Lease II and related schedules and to perform its duties with respect thereto "shall be absolute and unconditional under any and all circumstances, including, without limitation the

following: (a) any setoff, counterclaim, recoupment, defense or other right." See Master Lease II at § 10.

31. Upon the occurrence of an event of default under Master Lease II, GECC may cause Quantum Foods, LLC to pay GECC (as liquidated damages for loss of a bargain and not as a penalty), an amount equal to the rent due and payable plus a sum equal to the appropriate "Stipulated Loss Value". See Master Lease II at § 11(b)(iv).

32. In addition, Quantum Foods, LLC shall pay GECC all costs and expenses incurred by GECC as a result of Quantum Foods, LLC's default under Master Lease II or the related schedules, including without limitation, reasonable attorney's fees and costs and the unpaid balance of such costs and expenses shall at all times bear interest at a fluctuating rate equal to one percent (1%) per annum plus the PNC Prime (as defined in Master Lease II). See Master Lease II at §11(b).

33. Pursuant to an Addendum to the Master Equipment Lease Agreement, dated October 7, 2011, Quantum Culinary, LLC; Choice One Foods, LLC; Quantum Foods 213-D, LLC; and GDC Logistics, LLC, were added as co-lessees. Accordingly, the obligations of the Debtors under Master Lease II shall be joint and several. See Master Lease II at § 3 of Addendum.

D. The Lease Schedules to Master Lease II

1. Equipment Schedule 154050000

34. On November 4, 2011, GECC and the Debtors entered into Equipment Schedule No. 154050000 under Master Lease II ("Schedule 154050000"). Certain rights and interests of PNCEF, LLC, under Master Lease II were assigned to GECC. See Master Assignment

Agreement, dated March 30, 2006[2], and Specification of Equipment Schedule dated November 4, 2011.

35. The monthly rent due under Schedule 154050000 is $27,535.43, payable in advance. See Schedule 154050000 at ¶ D.

36. The commencement date of Schedule 154050000 was December 1, 2011, and Schedule 154050000 has a sixty (60) month term. See Schedule 154050000 at ¶¶ C and D.

37. At the expiration of the term of Schedule 154050000, the Debtors are required to purchase the leased equipment for the sum of $1.00 payable in addition to, and at the same time as the final rental payment. See Schedule 154050000 at ¶ F(a).

38. Schedule 154050000 provides that title to and ownership of the equipment leased thereunder shall remain in GECC as security for the Debtors' obligations under Schedule 154050000. See Schedule 154050000 at ¶ F(b).

2. Equipment Schedule 8703093-002

39. On December 20, 2011, GECC and the Debtors entered into Equipment Schedule No. 8703093-002 under Master Lease II ("Schedule 8703093-002"). Certain rights and interests of PNCEF, LLC, under Master Lease II have been assigned to GECC. See Master Assignment Agreement, dated March 30, 2006.

40. The monthly rent due under the Schedule 8703093-002 is $63,397.59, payable in advance. See Schedule 8703093-002 at ¶ D.

41. The rent commencement date of Schedule 8703093-002 was January 1, 2012, and Schedule 8703093-002 has an eighty four (84) month term. See Schedule 8703093-002 at ¶¶ C and D.

[2] This Master Assignment Agreement was originally executed with National City Commercial Capital Corporation, who later became PNCEF, LLC.

42. At the expiration of the term of Schedule 8703093-002, the Debtors are required to purchase the leased equipment for the sum of $1.00 payable in addition to, and at the same time as the final rental payment. See Schedule 8703093-002 at ¶ F(a).

43. Schedule 8703093-002 provides that title to and ownership of the equipment leased thereunder shall remain in GECC as security for the Debtors' obligations under Schedule 8703093-002. See Schedule 8703093-002 at ¶ F(b).

III. AMOUNT OF CLAIM

44. As of the Petition Date, GECC holds a claim against each of Quantum Foods, LLC, Quantum Culinary, LLC, Quantum Foods 213-D, LLC, and GDC Logistics, LLC in the aggregate amount of *at least* Five Million Seven Hundred Four Thousand Two Hundred Forty Seven Dollars and Twenty Nine Cents ($5,704,247.29), which includes the following:

Master Lease	Lease Schedule	Unpaid Rent through 3/31/14	Interest through 3/31/14	Stipulated Loss Value	Professional Fees and Expenses	Total Due
I	12	$67,696.04	$1,402.14	$339,150.11	[redacted]	$408,248.29
I	13	$59,358.44	$1,229.45	$354,031.57		$414,619.46
I	14	$42,400.00	$878.20	$272,785.45		$316,063.65
I	15	$35,762.52	$740.73	$265,967.28		$302,470.52
II	154050000	$55,070.86	n/a	$841,971.10		$897,041.96
II	8703093-002	$126,795.18	n/a	$3,219,008.23		$3,345,803.41
[redacted]	Total:	$387,083.04	$4,250.52	$5,292,913.74	$20,000	$5,684,247.29
[redacted]				**Total due:**		**$5,704,247.29**

45. Additionally, GECC holds a claim against Choice One Foods, LLC in the aggregate amount of *at least* Four Million Two Hundred Forty Five Thousand Eight Hundred Forty Five Dollars and Thirty Seven Cents ($4,245,845.37), which includes the following:

Master Lease	Lease Schedule	Unpaid Rent through 3/31/14	Stipulated Loss Value	Professional Fees and Expenses	Total Due
II	154050000	$55,070.86	$841,971.10	[redacted]	$897,041.96
II	8703093-002	$126,795.18	$3,219,008.23	[redacted]	$3,345,803.41
[redacted]	Total:	$181,866.04	$4,060,979.33	$3000	$4,242,845.37
[redacted]			Total due:		$ 4,245,845.37

46. Additional interest, fees and expenses continue to accrue under the Master Leases.

47. GECC also holds a claim for indemnity pursuant to the Master Leases.

48. All of the foregoing obligations under the Master Leases are referred to herein as the "Obligations."

IV. NATURE OF CLAIM

49. The Obligations are secured, in full or in part, up to the value of the leased equipment. To the extent that any portion of the Obligations exceeds the value of the leased equipment, GECC is unsecured. GECC's right to credit bid in the Debtors' proposed sale process will determine the value of the leased equipment in accordance with 11 U.S.C. § 365(k).

V. SUPPORTING DOCUMENTS

50. The Master Leases and related assignments and schedules are attached. In addition, the relevant UCC financing statements are attached.[3]

VI. RESERVATION OF RIGHTS

[3] GECC filed appropriate UCC financing statements with respect to the leased equipment against each of the Debtors in their states of formation, including without limitation, Quantum Foods, LLC (DE- #94125602, 00400592, 01110174, 01867823, 14292135, and 14908771; Will County, IL #U2009151837, #U2009151838, #U2009151839, #U2010014357 #U2010033667, #U2010033668, #U2010054899, and #U2010054900), Quantum Culinary, LLC (IL - #014958215, 014993282, 015153555, 015313323, and 016872350; Will County, IL #U2009151843, #U2009151844, #U2009151845, #U2010014358, #U2010033671, #U2010033672, #U2010054901, and #U2010054902), Choice One Foods, LLC (DE - #14292135, and 14908771), Quantum Foods 213-D, LLC (DE - #94121742, 00400584, 01109713, 01867831, 14292135, and 14908771; Wills County, IL #U2009151840, #U2009151841, #U2009151842, #U2010014359, #U2010033669, #U2010033670, #U2010054897,and #U2010054898), GDC Logistics, LLC (DE - #94125669, 00400782, 01110166, 01867039, 14292135, 14908771; Wills County, IL #U2009151846, #U2009151847, #U2009151848, #U2010014356, #U2010033665, #U2010033666, #U2010054895, and #U2010054896).

51. GECC reserves the right to amend or supplement this Claim in any manner, including without limitation, with respect to the amount, priority, security, value, or identity of the entities liable on the Claim. GECC also reserves the right to seek payment of any portion of the Claim under Section 503(b) of the Bankruptcy Code.

52. Nothing in the Claim or this Addendum shall be deemed a waiver of any rights or remedies that GECC may have under the Master Leases or related schedules or otherwise. All such rights and remedies are expressly reserved.

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C#: 19464
L#: 000518481

Master Equipment Lease Agreement

THIS MASTER EQUIPMENT LEASE AGREEMENT dated as of June 25, 2007 ("Master Lease") is made by and between **KEY EQUIPMENT FINANCE INC.**, having an address at 66 South Pearl Street, Albany, NY 12207 ("Lessor"), and QUANTUM FOODS 213-D, LLC, QUANTUM FOODS, LLC, QUANTUM CULINARY, LLC, and GDC LOGISTICS, LLC with their chief executive offices located at 750 S Schmidt Rd, Bolingbrook, IL 60440-4813 (collectively "Lessee").

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Equipment, subject to and upon the terms set forth herein and in any equipment schedule executed in connection herewith (each, a "Schedule"). Each Schedule shall constitute a separate and enforceable lease incorporating all the terms of this Master Lease (each Schedule, together with this Master Lease as it relates to such Schedule, is referred to herein as a "Lease"). If any term of a Schedule conflicts or is inconsistent with any term of this Master Lease, the terms of such Schedule shall govern.

2. **Definitions.** Unless the context otherwise requires, as used in the Lease, the following terms shall have the respective meanings indicated below and shall be equally applicable to both the singular and the plural forms thereof:

"Equipment" means each item of property designated on a Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts, additions and accessories incorporated therein or affixed thereto. Where rights to receive license fees for Software and charges for Services supplied or to be supplied to Lessee are included in the amount financed by Lessor under the Lease, references to leasing, purchases, ownership and administration of "Equipment" under the Lease shall be broadly interpreted to include such Financed Fees.

"Fair Market Rental Value" or "Fair Market Sale Value" means the value of Equipment for lease or sale, in place and in continued use, which would be obtained in an arm's length transaction between an informed and willing retail lessor or seller (under no compulsion to lease or sell) and an informed and willing retail lessee or buyer (under no compulsion to lease or purchase), assuming that Equipment is in the condition specified by Sections 10 and 11 hereof, as determined by the parties or, if the parties cannot agree, by an American Society of Appraisers certified appraiser selected by Lessor and paid for by Lessee.

"Financed Fees" means the Software license, usage, or other fees and the charges for Services, if any, specified on a Schedule.

"Guarantor" means any guarantor of Lessee's obligations hereunder.

"Initial Term Expiration Date" shall have the meaning specified in the applicable Schedule.

"Lease Documents" means this Master Lease, a Schedule and all other documents relating to or provided in connection with a Lease, prepared by Lessor, and now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.

"License Agreement" means the software license agreement(s) between Lessee and Licensor relating to Software.

"Licensor" means the Supplier(s) of Software, solely in its (their) capacity as licensor of such Software.

"Purchase Agreement" means any purchase agreement or other contract between a Supplier and Lessee for the acquisition of Equipment to be leased or financed under a Lease.

"Rent" means the periodic payments due for the leasing of Equipment as set forth on the related Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under a Lease. The term "Rent" shall include interim rent, if any, as described in Section 5 hereof.

"Rent Commencement Date" means, with respect to Equipment, the date on which (a) Lessor receives an executed Certificate of Acceptance for Equipment from Lessee or (b) Lessor disburses funds for the purchase of Equipment, as determined by Lessor in its sole discretion.

"Rent Payment Date" shall have the meaning specified in the applicable Schedule.

"Services" means all training, installation, transportation, handling, maintenance, custom programming, integration, technical consulting and support services relating to Equipment and specified on a Schedule.

"Software" means the software and all related documentation, corrections, updates and revisions used in connection with Equipment financed under a Schedule.

"Stipulated Loss Value" shall have the meaning specified in the applicable Schedule.

"Supplier" means the manufacturer or the vendor of the Equipment.

"Term" means the Initial Term or any Renewal Term, each as defined in Section 6 hereof, and any Extended Lease Term or Interim Term, as defined in the applicable Schedule.

3. Ordering Equipment. Lessee hereby assigns to Lessor all of Lessee's rights, but none of its obligations, under any Purchase Agreement related to a Lease. Lessor may (a) accept such assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement and/or (b) issue a purchase order for the Equipment to the Supplier. Lessee shall arrange for delivery of Equipment. If Equipment is subject to an existing Purchase Agreement between Lessee and the Supplier, and Equipment has been delivered to Lessee as of the date of the Schedule applicable thereto, Lessee warrants that it has advised Lessor of the delivery date(s) of such Equipment. Lessee hereby authorizes Lessor to complete each Schedule with the serial numbers and other identification data of Equipment associated therewith as such data is received by Lessor.

4. Delivery and Acceptance. Upon delivery to and acceptance by Lessee of any Equipment, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in form acceptable to Lessor ("Certificate of Acceptance"). **LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE ANY FUNDS HEREUNDER UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR SUCH EQUIPMENT EXECUTED BY LESSEE.**

5. Rent; Delinquent Payments. (a) Lessee shall pay Rent commencing on the Rent Commencement Date, and, unless otherwise set forth on the applicable Schedule, on the same day of each payment period thereafter for the balance of the Term. Rent shall be due whether or not Lessee has received any notice that it is due, and all Rent shall be paid to Lessor at its address set forth on the Schedule, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums under the Lease on or before the date when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the lesser of five percent of such delinquent amount or the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed Rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount.

6. Term; Survival. With respect to any Equipment, unless otherwise specified on a Schedule, the initial term of the Lease (the "Initial Term") shall commence on the earlier of (a) the date risk of loss is transferred from the Supplier to Lessee or Lessor or (b) the date on which such Equipment is delivered to Lessee and, unless earlier terminated as provided herein, shall expire on the Initial Term Expiration Date. Any renewal term of the Lease (individually, a "Renewal Term") shall commence immediately upon the expiration of the Initial Term or any prior Renewal Term, as the case may be, and, unless earlier terminated as provided herein, shall expire on the last day of the period for which the final payment of Rent is due. All obligations of Lessee hereunder shall survive the expiration, cancellation or other termination of the Term of each Lease.

7. Location; Inspection; Labels. Equipment shall be delivered to the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment at any reasonable time. At Lessor's request, Lessee shall (a) affix permanent labels in a prominent place on Equipment stating Lessor's interest in the Equipment, (b) keep such labels in good repair and condition and (c) provide Lessor with an inventory listing of all labeled Equipment within thirty days of such request.

8. Non-Cancelable Lease. **THE LEASE IS A NET LEASE. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS HEREUNDER ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SET OFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS IN A SEPARATE CAUSE OF ACTION. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THE LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT. LESSEE AGREES NOT TO ASSERT AGAINST LESSOR ANY CLAIMS OR DEFENSES LESSEE MAY HAVE WITH RESPECT TO EQUIPMENT, AND UNDERSTANDS THAT IT MAY ASSERT SUCH CLAIMS AGAINST SUPPLIER OR LICENSOR.**

9. Use; Alterations. (a) Lessee shall use Equipment lawfully and only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. Lessee shall comply with all applicable laws. Lessee shall immediately notify Lessor, in writing, upon becoming aware of any existing or threatened investigation, claim or action by any governmental authority that could adversely affect Equipment, Lessor or the Lease. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law or a governmental body. All such Required Alterations shall immediately, and without further act, be deemed to constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent.

(b) Lessee, at its own expense, may from time to time add or install upgrades or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to Equipment, (ii) do not materially adversely affect the Fair Market Sale Value, the Fair Market Rental Value, residual value, productive capacity, utility or remaining useful life of Equipment and (iii) do not cause Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades shall remain the property of Lessee. Upon the expiration or earlier cancellation of the Lease, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore Equipment to the condition required hereunder.

(c) If any Equipment covered under any Lease becomes attached or affixed to, or used in connection with, Equipment covered under another Lease hereunder (a "Related Lease"), Lessee agrees that, if Lessee elects to exercise a purchase or renewal option under any such Lease, or if Lessee elects to return Equipment under any such Lease, then Lessor, in its sole discretion, may require that all Equipment leased under all Related Leases be similarly disposed of.

10. **Repairs and Maintenance.** Lessee, at Lessee's cost and expense, shall (a) keep Equipment in good repair, good operating condition, appearance and working order in compliance with the manufacturer's recommendations and Lessee's standard practices (but in no event less than industry practices), (b) take all actions necessary to ensure that the Equipment will be eligible, at the expiration of the Initial Term and any Renewal Term, for a standard, full service maintenance contract with the manufacturer, (c) properly service all components of Equipment following the manufacturer's written operating and servicing procedures, (d) enter into and keep in full force and effect during the Term a maintenance agreement covering the Equipment with the manufacturer, or a manufacturer-approved maintenance organization, to maintain, service and repair such Equipment, as otherwise required herein (but an alternate source of maintenance may be used by Lessee with Lessor's prior written consent), (e) upon Lessor's request furnish Lessor with an executed copy of any such maintenance agreement, and (f) replace any part of the Equipment that becomes unfit or unavailable for use from any cause (whether or not such replacement is covered by a maintenance agreement) with a replacement part that, in Lessor's sole opinion, is of the same manufacture, value, remaining useful life and utility as the replaced part immediately preceding the replacement, assuming that such replaced part was in the condition required by this Lease. Replacement parts shall be free and clear of all liens, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

11. **Return of Equipment.** Except as otherwise provided in a Schedule, upon the expiration or earlier termination or cancellation of each Lease, Lessee, at its sole expense, shall de-install, assemble, pack properly and in accordance with the manufacturer's instructions (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and return to Lessor all, but not less than all, Equipment by delivering the Equipment to and unloading it at such location or with such carrier as Lessor shall specify. Lessee agrees that (a) Equipment, when returned, shall be in the condition required by the Lease, and (b) upon Lessor's request, Lessee will obtain from the manufacturer (or other maintenance service provider previously approved by Lessor or manufacturer) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect. If, in the opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay, on demand, all costs and expenses incurred in connection with the repairing and restoring of such Equipment so as to meet such standards. If Lessee fails to return any Equipment as required hereunder, then all of Lessee's obligations under the Lease (including, without limitation, Lessee's obligation to pay Rent for the Equipment at the rental then applicable under the Lease) shall continue in full force and effect until such Equipment shall have been returned in the condition required under the Lease.

12. **Sublease and Assignment.** (a) **LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, (i) SELL, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN (EXCEPT TO ANY ENTITY PERMITTED UNDER SECTION 18(a)(viii) HEREOF), (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S AFFILIATES AND THEIR RESPECTIVE QUALIFIED EMPLOYEES. LESSEE ACKNOWLEDGES THAT IT REMAINS PRIMARILY LIABLE FOR ALL OBLIGATIONS HEREUNDER NOTWITHSTANDING ANY USE BY AN AFFILIATE.**

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in each Lease or any Equipment (each, a "Lessor Transfer"). Any purchaser, transferee, assignee or secured party of Lessor (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates, and Lessee shall not assert against any Lessor Assignee any claim that Lessee may have against Lessor provided, Lessee may assert any such claim in a separate action against Lessor. Upon written notice of a Lessor Transfer, Lessee shall promptly acknowledge in writing its obligations under the applicable Lease, shall comply with the written directions or demands of any Lessor Assignee and shall make all payments due under the applicable Schedule as directed in writing by the Lessor Assignee. Following such Lessor Transfer, the term "Lessor" shall be deemed to include or refer to each Lessor Assignee. Lessee will provide reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b).

(c) Subject to the restriction on assignment contained in subsection (a), the Lease Documents shall inure to the benefit of, and are binding upon, the successors and assigns of the parties thereto including, without limitation, each person who becomes bound thereto as a "new debtor" as set forth in the Uniform Commercial Code ("UCC").

13. Risk of Loss; Damage to Equipment. (a) Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to Equipment from any cause whatsoever), whether or not insured against, during the Term of each Lease and until Equipment is returned to Lessor in accordance with Section 11 hereof. No such loss shall relieve Lessee of the obligation to pay Rent or of any other obligation under the related Lease.

(b) If any Equipment is lost, stolen or damaged beyond repair, or confiscated, seized or the use and/or title thereof requisitioned to someone other than Lessee (any such event being a "Total Loss"), Lessee shall immediately notify Lessor of such event. On the next Rent Payment Date following the occurrence of the Total Loss, at Lessor's option, Lessee shall either (i) replace Equipment with equipment that, in Lessor's sole opinion, is of the same manufacture, value, remaining useful life and utility as the replaced Equipment immediately preceding the Total Loss, assuming such replaced Equipment was in the condition required by the Lease or (ii) pay to Lessor the sum of (A) all Rent due and owing under the Lease with respect to such Equipment (at the time of such payment) plus (B) the Stipulated Loss Value for the Equipment as of that Rent Payment Date. If Lessor elects to allow replacement of Equipment as set forth in subsection (i) above, Lessee shall cause the Supplier of such replacement equipment to deliver to Lessor a bill of sale for such equipment free and clear of all liens and encumbrances, and such replacement equipment shall become Equipment subject to the applicable Lease. Upon Lessor's receipt of the amounts specified in subsection (ii) above, Lessee shall be entitled to Lessor's interest in the replaced Equipment, in its then condition and location, "as is" and "where is," without any warranties, express or implied.

14. Insurance. (a) Lessee shall, at all times during the Term of each Lease and at Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment for the greater of the full replacement value or the Stipulated Loss Value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage per occurrence as stated in each Schedule.

(b) All policies required hereunder shall be placed with insurance companies that carry a minimum AM Best rating of A- VII. Without limiting the generality of the foregoing, each policy shall include the following terms: (i) all physical damage insurance shall name Lessor and its assigns as loss payee, (ii) all liability insurance shall name Lessor and its assigns as additional insureds, (iii) the policy shall not be canceled or altered without at least thirty days advance notice to Lessor and its assigns and (iv) coverage shall not be invalidated against Lessor or its assigns because of any violation of any condition or warranty contained in any policy or application therefor by Lessee or by reason of any action or inaction of Lessee. On each anniversary of the Rent Commencement Date during the term hereof, Lessee shall deliver to Lessor certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this section.

15. Taxes. Lessee shall pay when due and shall indemnify and hold harmless Lessor (on an after-tax basis) from and against any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of every kind and nature whatsoever (including any related penalties and interest) imposed upon or against Lessor, any Lessor Assignee, Lessee or any Equipment by any governmental authority in connection with, arising out of or otherwise related to Equipment, the Lease Documents or the Rent and receipts or earnings arising therefrom and excepting only all Federal, state and local taxes on or measured by Lessor's net income. Whenever each Lease expires, terminates or is canceled as to any Equipment, Lessee, upon written request by Lessor, shall advance to Lessor the amount estimated by Lessor to be the taxes on said Equipment that are not yet payable, but for which Lessee is responsible. At Lessee's request, Lessor shall provide Lessee with Lessor's method of computation of any such estimated taxes.

16. Lessor's Right to Perform for Lessee. If Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of eighteen percent per annum or the maximum permitted by law, shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.

17. Personal Property; Liens. Lessee represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep Equipment free and clear from all liens and encumbrances of any kind or nature other than those created by, through or under Lessor. If, in violation of the foregoing covenant, any prohibited lien or encumbrance shall attach to Equipment, Lessee shall (a) give Lessor immediate written notice thereof and (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge such lien.

18. Default; Remedies. (a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under a Lease within ten days after the same shall have become due; (ii) Lessee or any Guarantor becomes insolvent and fails to cure such status within 30 days or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee or any Guarantor of all or a substantial part of Lessee's or such Guarantor's assets is appointed with or without the application or consent of Lessee or such Guarantor, respectively and in the case where such appointment is made without the application or consent of Lessee or such Guarantor, such appointment is

not reversed within 30 days; (iv) a petition is filed by or against Lessee or any Guarantor under any bankruptcy, insolvency or similar law and, in the case of an involuntary petition, is not dismissed within 30 days; (v) Lessee or any Guarantor violates or fails to perform any material provision of either: (a) this Lease or any other loan, lease or credit agreement or any acquisition or purchase agreement with Lessor, its parent corporation or any affiliate company; or (b) any other loan, lease or credit agreement or any acquisition or purchase agreement with any other party where total aggregate balance to the party is in excess of $1,000,000.00 and all applicable cure periods have expired (it being understood that no cure period shall be allowed for failure to maintain the insurance required under this Lease; (vi) any warranty or representation made by Lessee herein proves to have been materially false or misleading when made; (vii) there is a material adverse change in Lessee's or any Guarantor's financial condition since the related Rent Commencement Date and Lessee or such Guarantor fails to restore its financial condition to its original status within 30 days; (viii) Lessee or any Guarantor merges or consolidates with any other corporation or entity, or sells, leases or disposes of all or substantially all of its assets without the prior written consent of Lessor; *provided, however,* that such prior written consent will not be required for any merger, consolidation or sale if (A) the surviving party of such merger or consolidation, or the purchaser of the assets, is at least 75% owned, directly or indirectly, by Edward B. Bleka, Jane Bleka, or any trust for the benefit of the foregoing individuals, and the remainder of such surviving party is owned, directly or indirectly, by any of their children or any trust for the benefit of the foregoing individuals, (B) 30 days' prior notice of such merger, consolidation or sale is given to Lessor, and (C) in the case of merger, consolidation or sale of assets of the Lessee, Lessee provides Lessor with a UCC financing statement or other necessary documentation to maintain Lessor's security interest in the Equipment with the same priority and pays the costs associated with any such filings and related searches; (ix) Lessee or any Guarantor, if an individual, dies or, if not an individual, is dissolved; or (x) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease. A Default with respect to any Lease shall, at Lessor's option, constitute a Default for all Leases and any other agreements between Lessor and Lessee.

(b) Upon the occurrence of a Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect: (i) proceed by appropriate court action to enforce performance by Lessee of the related Lease or to recover damages, including incidental and consequential damages, for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing; (iii) by notice in writing to Lessee, cancel or terminate the related Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of Lessee or other premises where any Equipment may be located and, without notice to Lessee and with or without legal process, take possession of and remove all or any such Equipment without liability to Lessee by reason of such entry or taking possession, and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) by written notice to Lessee specifying a payment date (the "Remedy Date"), demand that Lessee pay to Lessor, and Lessee shall pay to Lessor, on the Remedy Date, as liquidated damages for loss of a bargain and not as a penalty, a sum equal to (A) any unpaid Rent due prior to the Remedy Date (together with interest on such amount at the lesser of eighteen percent per annum or the maximum permitted by law from the Remedy Date to the date of actual payment), plus (B) the Stipulated Loss Value; (vi) sell Equipment at public or private sale or hold, keep idle or lease to others any Equipment; and (vii) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's rights under the Lease, before or in connection with litigation or arbitration and for any deficiency in the disposition of the Equipment. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that ten days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS-IS, WHERE-IS" basis, in compliance with applicable law and with such preparation (if any) as Lessor determines to be commercially reasonable. Lessee shall remain liable for any deficiency in the disposition of the Equipment, and any purchase by Lessor of the Equipment may be through a credit to some or all of Lessee's obligations under any Lease.

19. **Notices.** All notices and other communications hereunder shall be in writing and shall be transmitted by hand, overnight courier or certified mail (return receipt requested), US postage prepaid. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt or three days after mailing if mailed in accordance with the terms of this section.

20. **Indemnity.** Lessee shall indemnify and hold harmless Lessor and each Lessor Assignee, on an after tax basis, from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including attorneys' fees), obligations, demands and judgments (collectively, a "Liability") arising out of or in any way related to: (a) Lessee's failure to perform any covenant under the Lease Documents, (b) the untruth of any representation or warranty made by Lessee under the Lease Documents, (c) the order, manufacture, purchase, ownership, selection, acceptance, rejection,

possession, rental, sublease, operation, use, maintenance, control, loss, damage, destruction, removal, storage, surrender, sale, condition, delivery, return or other disposition of or any other matter relating to any Equipment or (d) injury to persons, property or the environment including any Liability based on strict liability in tort, negligence, breach of warranties or Lessee's failure to comply fully with applicable law or regulatory requirements; *provided*, that the foregoing indemnity shall not extend to any Liability to the extent resulting solely from the gross negligence or willful misconduct of Lessor.

21. Fees and Expenses. Lessee shall pay all reasonable costs and expenses of Lessor, including, without limitation, attorneys' and other professional fees, returned check or non-sufficient funds charges, the fees of any collection agencies and appraisers and all other costs and expenses related to any sale or re-lease of Equipment (including storage costs) incurred by Lessor in enforcing any of the terms, conditions or provisions hereof or in protecting Lessor's rights hereunder.

22. Financial and Other Data. During the Term hereof, Lessee shall furnish Lessor (a) as soon as available, and in any event within one hundred twenty days after the last day of each fiscal year, financial statements of Lessee and each Guarantor and (b) from time to time as Lessor may reasonably request, other financial reports, information or data (including federal and state income tax returns) and quarterly or interim financial statements of Lessee and each Guarantor. All such information shall be audited (or if audited information is not available, compiled or reviewed) by an independent certified public accountant.

23. Representations and Warranties of Lessee. Lessee represents and warrants that (a) the address stated above is the chief place of business and chief executive office of Lessee, Lessee's full and accurate legal name is as stated above and the information describing Lessee set forth under Lessee's signature below is accurate in all respects; (b) Lessee is either (i) an individual and the sole proprietor of its business which is located at the address set forth above and doing business only under the names disclosed herein, or (ii) a limited liability company or corporation duly organized and validly existing in good standing under the laws of the state of its organization or incorporation, or (iii) a general or limited partnership organized under the laws of the state of its principal place of business set forth in the Lease or the Lease Documents and the individual general partner executing this Master Lease has the full authority to represent, sign for and bind Lessee in all respects; (c) the execution, delivery and performance of this Master Lease and all related instruments and documents (i) have been duly authorized by all necessary action on the part of Lessee, (ii) do not require the approval of any stockholder, partner, manager, trustee, or holder of any obligations of Lessee except such as have been duly obtained, and (iii) do not and will not contravene any law, governmental rule, regulation or order now binding on Lessee, or contravene the operating agreement, charter or by-laws of Lessee, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of Lessee under, any indenture, mortgage, contract or other agreement to which Lessee is a party or by which it or its property is bound; (d) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their terms; (e) there are no actions or proceedings to which Lessee is a party, and there are no other threatened actions or proceedings of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; (f) Lessee is not in default under any obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder and (g) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present Lessee's financial condition and the results of its operations as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in such conditions or operations.

24. Lessee's Waivers. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES (a) ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND (b) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SET OFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THE RELATED LEASE.**

25. UCC Filings. **LESSEE HEREBY AUTHORIZES LESSOR TO AUTHENTICATE AND/OR FILE ALL UCC FINANCING STATEMENTS AND AMENDMENTS THAT IN LESSOR'S SOLE DISCRETION ARE DEEMED NECESSARY OR PROPER TO SECURE OR PROTECT LESSOR'S INTEREST IN EQUIPMENT IN ALL APPLICABLE JURISDICTIONS.** Lessee hereby ratifies, to the extent permitted by law, all that Lessor shall lawfully and in good faith do or cause to be done by reason of and in compliance with this section. Lessee shall provide written notice to Lessor at least thirty days prior to any contemplated change in Lessee's name, jurisdiction of organization or chief executive office address.

26. Miscellaneous; Governing Law. Time is of the essence with respect to each Lease. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any provision of a Lease shall not be construed as a consent or waiver of any provision of such Lease. The Lease will be binding upon Lessor only if executed by a duly authorized officer or representative of Lessor at Lessor's address set forth above. An authorized signer of Lessee shall execute the Lease Documents on Lessee's behalf. Any provision of a Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof. Lessee will

promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder. **EACH LEASE IS BEING DELIVERED IN, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS. LESSOR AND LESSEE HEREBY EACH WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO EQUIPMENT OR EACH LEASE. THIS WAIVER IS MADE KNOWINGLY, WILLINGLY AND VOLUNTARILY BY LESSOR AND LESSEE WHO EACH ACKNOWLEDGE THAT NO REPRESENTATIONS HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO EACH LEASE AND THE LEASE DOCUMENTS.**

27. **Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy Equipment without interruption by Lessor or any person or entity claiming through Lessor.

28. **Entire Agreement.** Each Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the leasing of Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease may be amended except by a writing signed by Lessor and Lessee. Delivery of an executed Lease Document by facsimile or any other reliable means shall be deemed as effective for all purposes as delivery of a manually executed copy. Lessee shall provide to Lessor the manually executed original of any Lease Document delivered by facsimile within five days.

29. **More than One Lessee.** (a) The rights and obligations of Lessee are joint and several. Each reference to the term "Lessee" shall be deemed to refer to each of Quantum Foods 213-D, LLC, Quantum Foods, LLC, Quantum Culinary, LLC, GDC Logistics, LLC; and each representation and warranty made by Lessee shall be deemed to have been made by each such party; and each covenant and undertaking on the part of Lessee shall be deemed individually applicable with respect to each such party; and each event constituting a Default under this Lease shall be determined with respect to each such party. A separate action or actions may be brought and prosecuted against any such party whether an action is brought against any other party or whether any other party is joined in any such actions or actions. Each such party waives any right to required Lessor to: (i) proceed against any other party; (ii) proceed against or exhaust any security held from any other party; or (iii) pursue any other remedy in Lessor's power whatsoever. Notices hereunder required to be provided to Lessee shall be effective if provided to any such party. Any consent on the part of Lessee hereunder shall be effective when provided by any such party and Lessor shall be entitled to rely upon any notice or consent given by any such party as being notice or consent given by Lessee hereunder.

(b) In the event any obligation of Lessee under this Lease is deemed to be an agreement by any individual Lessee to answer for the debt or default of another individual Lessee (including each other) or as a hypothecation of property as security therefor, each Lessee represents and warrants that: (i) no representation has been made to it as to the creditworthiness of any other obligor, and (ii) it has established adequate means of obtaining from each other obligor on a continuing basis, financial or other information pertaining to each other obligor's financial condition. Each Lessee expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever, consents to the taking by Lessor of any additional security for the obligations secured hereby, or the alteration or release in any manner of any security now or hereafter held in connection with any obligations now or hereafter secured by this Lease, and consents that Lessor and any obligor may deal with each other in connection with said obligations or otherwise, or alter any contracts now or hereafter existing between them, in any manner whatsoever, including without limitation the renewal, extension, acceleration, changes in time for payment of any such obligations or in the terms or conditions of any security held, Lessor is hereby expressly given the right, at its option, to proceed in the enforcement of this Lease independently of any other remedy or security it may at any time hold in connection with such obligations secured and it shall not be necessary for Lessor to proceed upon or against and/or exhaust any other security or remedy before proceeding to enforce its rights against any Lessee. Each Lessee further waives any right of subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid to Lessor by a Lessee.

30. **Disclaimer of Warranties. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TITLE TO, DESIGN, OPERATION, CONDITION, OR QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), LACK OF INFRINGEMENT ON ANY PATENT, TRADEMARK OR COPYRIGHT, AND LESSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS, WHERE IS." LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT**

AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE AND FOR SO LONG AS LESSEE IS NOT IN DEFAULT UNDER ANY LEASE, ANY WARRANTY PROVIDED BY THE SUPPLIER.

31. **Execution In Counterparts.** The Master Lease and all other Lease Documents may be executed in several counterparts and by different parties hereto or thereto on separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; except, to the extent that any Lease Documents constitute chattel paper under the UCC, no security interest therein may be created other than through the transfer or possession of the original counterpart, which shall be identified by Lessor.

32. **Software.** To the extent that any Schedule relates to Software:

(a) Lessee acknowledges that (i) all Software is furnished to Lessee under one or more separate License Agreements governing Lessee's rights thereto, (ii) the Lease does not convey any explicit or implicit license for the use of Software or other intellectual property relating to Equipment, and (iii) Lessor does not hold title to any Software and Lessee is or shall be the licensee of such Software directly from the Licensor.

(b) Lessee shall not amend, modify or otherwise alter, any term or condition of any License Agreement, including, without limitation, any such term or condition related to (i) payment of any amounts due thereunder, (ii) any liabilities or obligations of Lessee as licensee, (iii) the payment of late fees on past due amounts, or (iv) the payment of applicable taxes; provided, however, that this provision shall not apply to those terms or conditions relating solely to amounts owing to Licensor which have not been financed under the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Lease as of the day and year first above written.

Lessee:

QUANTUM FOODS 213-D, LLC

X _____
Name: Daniel Waligora
Title: Vice President

Organization Type: limited liability company
Jurisdiction of Delaware
Organizational No.: 4186309

Lessee:

QUANTUM FOODS, LLC

X _____
Name: Daniel Waligora
Title: Vice President

Organization Type: limited liability company
Jurisdiction of Delaware
Organizational No.: 3949400

Lessee:

GDC LOGISTICS, LLC

X _____
Name: Daniel Waligora
Title: Vice President

Organization Type: limited liability company
Jurisdiction of Delaware
Organizational No.: 4182138

Lessee:

QUANTUM CULINARY, LLC

X _____
Name: Daniel Waligora
Title: Vice President

Organization Type: limited liability company
Jurisdiction of Delaware
Organizational No.: 4022545
and
Organization Type: limited liability company
Jurisdiction of Illinois
Organizational No.: 00538833

Lessor:

KEY EQUIPMENT FINANCE INC.

By: _____
Name: DOUGLAS Q. ORMSBY
Title: DESIGNATED SIGNER

C#: 19464
L#: 000518481

Date: June 25, 2007

ADDENDUM N0. 01 TO MASTER EQUIPMENT LEASE AGREEMENT

This is an Addendum to that certain Master Equipment Lease Agreement (the "Lease"), dated as of June 25, 2007, between KEY EQUIPMENT FINANCE INC. ("Lessor") and QUANTUM FOODS 213-D, LLC, QUANTUM FOODS, LLC, QUANTUM CULINARY, LLC, and GDC LOGISTICS, LLC (collectively "Lessee"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Lease.

It is agreed that the definition of "Default", as set forth in Section 18 of the Lease, shall include, in addition to those events already described therein, any material default by Lessee under those certain leases, including any amendments, restatements, and replacements thereto, between First Industrial Development Services, Inc. ("First Industrial") and Lessee (or any of them) regarding the premises where the Equipment is located (each, a "Premises Lease"), but only if and when First Industrial has given notice of its intention to terminate any such Premises Lease.

The terms of this Addendum shall be deemed to be a part of the Lease and incorporated therein as though they were fully set forth as a part thereof.

EXECUTED as of the day and year first above written.

KEY EQUIPMENT FINANCE INC.
By: Debra M. Zamudio
Name: DEBRA M. ZAMUDIO
Title: DESIGNATED SIGNER

QUANTUM FOODS 213-D, LLC
By:
Name: Daniel Waligora
Title: Vice President

QUANTUM FOODS, LLC
By:
Name: Daniel Waligora
Title: Vice President

QUANTUM CULINARY, LLC
By:
Name: Daniel Waligora
Title: Vice President

GDC LOGISTICS, LLC
By:
Name: Daniel Waligora
Title: Vice President

March 1, 2005

Key Equipment Finance Inc.
1000 South McCaslin Boulevard
Superior, Colorado 80027

RE: MASTER ASSIGNMENT AGREEMENTS AND PARTICIPATION AGREEMENTS BETWEEN KEY EQUIPMENT FINANCE, A DIVISION OF KEY CORPORATE CAPITAL INC. AND GENERAL ELECTRIC CAPITAL CORPORATION

Gentlemen:

You have notified us that Key Equipment Finance, a division of Key Corporate Capital Inc. has changed its name to Key Equipment Finance Inc. Therefore, each reference to Key Equipment Finance, a division of Key Corporate Capital Inc. in each of the Master Assignment Agreements and Participation Agreements heretofore executed and delivered by General Electric Capital Corporation and Key Equipment Finance, a division of Key Corporate Capital Inc. and the other agreements and documents executed in connection therewith are hereby modified to change the name of Key Equipment Finance, a division of Key Corporate Capital Inc. to Key Equipment Finance Inc. Please acknowledge your confirmation of and agreement to the foregoing by signing the enclosed copy of this letter and sending it back to us. Thank you for your cooperation.

General Electric Capital Corporation:

By: _____
Name: ~~Robert R. Blee~~
Title: ~~Transaction and Syndication~~ Manager

Acknowledged and Agreed:

Key Equipment Finance Inc.

By: _____
Name: DONALD C. DAVIS
Title: VICE PRESIDENT

MASTER ASSIGNMENT AGREEMENT

Equipment Lease

This MASTER ASSIGNMENT AGREEMENT ("Agreement") is made as of the 27th day of October, 2004, by and between KEY EQUIPMENT FINANCE, A DIVISION OF KEY CORPORATE CAPITAL INC., a Michigan corporation with an address at 1000 South McCaslin Boulevard, Superior, Colorado 80027 ("Assignee") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation with its principal place of business at 4 North Park Drive, Suite 500, Hunt Valley, Maryland 21030 ("Assignor").

RECITALS

A. From time to time Assignor may enter into equipment lease agreements (collectively the "Leases" and individually a "Lease") with one or more lessees (collectively the "Lessees" and individually a "Lessee"), pursuant to which Assignor shall have the right to acquire equipment (the "Equipment") from various vendors or the Lessee (collectively the "Vendors" and individually a "Vendor") and lease such Equipment to the Lessees. Each of the Leases may be either (1) an equipment schedule that incorporates therein a master lease agreement (a "Master Lease Schedule") or (2) an individual equipment lease agreement (a "Single Lease"). As used in this Agreement, the term "Schedule" means such Master Lease Schedule or such Single Lease, as applicable.

B. Assignor desires to sell and assign to Assignee from time to time, and Assignee desires to purchase from Assignor from time to time, Assignor's right, title, interest and obligations in and to certain Schedules and the Equipment leased thereunder, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance; Consideration; Interest.
   (a) Conveyance; Acceptance and Assumption. In exchange for Assignee's full and final payment to Assignor of the Consideration (as defined below), and all of Assignee's other agreements hereunder, Assignor hereby
      (i) sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the interest described on each Specification (as defined below) entered into in connection herewith and
      (ii) sells, assigns, transfers and delegates to Assignee all of Assignor's obligations in and under the interest.

   Assignee hereby accepts such sale, assignment, transfer and set-over and, upon execution of the Specification, assumes all of such delegated obligations.
   (b) Consideration. In exchange for each conveyance by Assignor as evidenced by a Specification, Assignee shall pay to Assignor, in cash or other immediately available funds, the full amount of the Consideration stated on each such Specification (the "Consideration"). No right, title or interest described in any Specification shall pass to Assignee unless and until Assignor shall have received payment in full of the Consideration therefore unless a portion or all of the Consideration is being paid subsequent to the date of the Specification in the form of a "fee scrape" or otherwise, each as set forth in the Specification.
   (c) Interest. As used herein, the term "Interest" shall mean the following, in each case as more specifically described on a Specification of Assigned Schedule in substantially the form attached hereto as Exhibit 1 (collectively the "Specifications" and individually a "Specification"), together with all proceeds (cash and noncash) thereof, and in each case, only to the extent such rights or obligations arise from and after the date of the transfer contemplated by such Specification:
      (i) the Schedules described therein, including (without limitation) the right to receive any and all sums due and to become due thereunder or recoverable in connection therewith including (without limitation) insurance proceeds payable on the theft, loss, damage or destruction of the Equipment, proceeds payable upon the condemnation of the Equipment, all monies payable or recoverable following a default by Lessee, the right to any residual or reversionary interest in the Equipment, and the right to initiate and conclude any and all claims and proceedings, legal, equitable or otherwise, that Assignor might take, save for this Agreement except to the extent relating to rights or obligations arising prior to the date of transfer;
      (ii) the Equipment described in and leased under such Schedules;
      (iii) any guaranty executed in connection with the applicable Schedules, solely as such guaranty relates to such Schedules (the "Guaranties"), including (without limitation) the right to receive any and all sums due and to become due thereunder or recoverable in connection therewith;
      (iv) certain agreements (including, without limitation, bills of sale) with the Vendors (if any) solely as they relate to the Equipment, together with all manufacturers' and/or vendors' warranties with respect to the Equipment (collectively the "Vendor Agreements" and individually a "Vendor Agreement"); and
      (v) such additional documents as shall have been executed and/or delivered in connection with the transaction described in the Specification (the "Additional Documents").

   As used herein, the term "Lease Documents" shall mean the Schedules, the Guaranties and the Additional Documents. As used herein, the term "Transaction Documents" shall mean the Lease Documents and the Vendor Agreements.

2. Assignor's Warranties and Representations; Disclaimer; Knowledge.
   (a) Warranties and Representations.
      (i) With respect to each Specification entered into in connection herewith, Assignor hereby warrants and represents as of the date on which Assignor executes such Specification:
         (A) each of the Bill of Sale (as hereinafter defined) and the Transaction Documents to which Assignor is a party: has been duly and validly authorized, executed and delivered by Assignor; is in full force and effect with respect to Assignor; and constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein;
         (B) Assignor has no knowledge that any Default (as such term or similar term is defined in the subject Lease and each of the subject Guaranties, as applicable) or event which, with the giving of notice or lapse of time or both, would become a Default, has occurred under the Lease Documents described on such Specification;
         (C) the information set forth on such Specification is true and correct, and the Lease Documents described on such Specification (and its attached schedule) are all of the documents executed or delivered to or by Assignor in connection with the Lease, and such documents constitute the entire agreement of the parties thereto with respect to the transaction evidenced thereby;
         (D) Assignor has not heretofore encumbered, assigned or pledged the interest assigned under such Specification;

(E) Assignor has no knowledge that any of the Transaction Documents:
(1) has not been duly and validly authorized, executed and delivered by the parties thereto other than Assignor;
(2) is not in full force and effect with respect to the parties thereto other than Assignor; or
(3) does not constitute legal, valid and binding obligations of the parties thereto other than Assignor, enforceable against such parties in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein;

(F) the Lessee under the Schedule described on the Specification has executed only one (1) original of the Schedule, and that sole original was delivered to Assignor by the Lessee, each such original has been delivered by Assignor to Assignee or will be so delivered on or before the date of closing of the transaction contemplated by the applicable Specification, and Assignor has delivered to Assignee all originals of the other documents representing the interest other than those properly in the possession or control of any Obligor;

(G) except as set forth on the Specification, no security deposit or prepayment of rentals has been paid to Assignor by the Lessee or any third party in connection with the Schedule and Assignor has not granted to the Lessee any allowance, credit memo or adjustment, or entered into any settlement, modification or amendment of the Schedule or any master lease agreement incorporated therein (except as set forth on the Specification and its attached schedule);

(H) the Capitalized Lessor's Cost or Total Invoice Cost for the Equipment specified in the Schedule has been advanced in full, and all taxes required to be paid in connection with the acquisition of the Equipment have been paid in full or are being billed to the Lessee;

(I) Assignor has no knowledge of any defenses, setoffs or counterclaims with respect to the Lease; and,

(J) Assignor has whatever right, title or interest in and to the Equipment as was conveyed to Assignor by the Vendor thereof and the interest is free and clear of all claims, liens and encumbrances arising through or created by Assignor (other than the interest of the Lessee under the Schedule).

(ii) Assignor hereby warrants and represents that:
(A) the execution of this Agreement, each Specification; each Bill of Sale, and the Transaction Documents to which Assignor is a party and Assignor's consummation of the transactions contemplated hereby are in the ordinary course of Assignor's business and within the scope of its existing corporate authority;

(B) Assignor has received no written notice of any action, suit or proceeding against Assignor before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party;

(C) no approval or consent from any governmental authority is required for the execution, delivery or performance by Assignor of this Agreement, each Specification, each Bill of Sale or any of the Transaction Documents to which Assignor is a party or, if such approval or consent is required, it has been obtained;

(D) the execution, delivery and performance by Assignor of this Agreement, each Specification, each Bill of Sale and the Transaction Documents to which Assignor is a party and the consummation of the transactions contemplated hereby and thereby, do not:
(1) contravene any provision of law applicable to Assignor;
(2) conflict with the provisions of, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under, any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Assignor is a party, or by which Assignor may be bound, or to which Assignor or its property may be subject;
(3) result in the creation of any lien, charge or encumbrance upon the Equipment or the Transaction Documents; or
(4) constitute a violation of Assignor's charter or by-laws or other organizational documents;

(E) this Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided herein; and

(F) it is duly organized and validly existing with the power to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

Closing of the assignment of the interest to Assignee shall not be deemed to satisfy, cut off or eliminate any of the representations and warranties made by Assignor hereunder, and if any such representation or warranty is untrue as of the date made, Assignee shall have such remedies as are available at law or in equity for such untruth.

(b) Disclaimer; Limitation of Recourse.
(i) Except as set forth in this Section 2 and the Bill of Sale, and except as otherwise provided in a Specification, Assignor has not heretofore made, nor does it make by this Agreement or any Specification entered into in connection herewith, any representations or warranties; and Assignor assumes no liabilities or responsibilities with respect to the due execution by any Obligor or Vendor, or the legality, validity, sufficiency, or enforceability of, or collectability under, any of the Transaction Documents or any document related thereto; and with respect to the Equipment conveyed pursuant hereto, **ASSIGNOR CONVEYS THE EQUIPMENT WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR FREEDOM FROM CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT.**
(ii) This assignment is without recourse to Assignor, except that Assignee may pursue Assignor for any damages caused by the breach of any representation, warranty, or agreement by Assignor hereunder.

(c) Knowledge. As used in this Section 2, "knowledge" shall mean the actual knowledge of any employee of Assignor having continuing responsibility for the administration and collection of the amount due under the Lease Documents and communicated to the employee of Assignor who is responsible for managing the relationship between Assignor and Assignee.

3. Assignee's Warranties and Representations. Assignee hereby warrants and represents effective as of the date hereof and as of the date of each Specification:
(a) Assignee's execution of this Agreement and each Specification and Assignee's consummation of the transactions contemplated hereunder are in the ordinary course of Assignee's business and within the scope of its existing corporate authority;
(b) Assignee has received no written notice of any action, suit or proceeding against Assignee before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignee of this Agreement or the performance by Assignee under any of the Lease Documents;
(c) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Assignee of this Agreement or the performance by Assignee under any of the Transaction Documents, or, if such approval or consent is required, it has been obtained;
(d) the execution, delivery and performance by Assignee of this Agreement, each Specification, each Bill of Sale and the Transaction Documents to which Assignee is a party, and the consummation of the transactions contemplated hereby and thereby, do not:

(i) contravene any provision of law applicable to Assignee;
(ii) conflict with the provisions of, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under, any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Assignee is a party or by which Assignee may be bound, or to which Assignee or its property may be subject;
(iii) result in the creation of any lien, charge or encumbrance upon the Equipment or the Transaction Documents; or
(iv) constitute a violation of Assignee's charter or by-laws or other organizational documents;

(e) this Agreement constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided herein;
(f) it has independently and without reliance upon Assignor conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate and made its own analysis of the Transaction Documents;
(g) it has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by, Assignor or any agent or employee of Assignor, express or implied, concerning the financial condition of any Obligor or concerning any of the Equipment or the value thereof, or the tax or economic benefits of an investment in the Interest;
(h) it has had (or acknowledges by its execution of any Specification, that it will prior thereto have had) access to all financial and other information it deems necessary to evaluate the merits and risks of an investment in the Interest including the opportunity to ask questions, receive answers and obtain additional information from Assignor and the Obligors necessary to verify the accuracy of information provided;
(i) it acknowledges that Assignor takes no responsibility for and makes no representation or warranty regarding any financial information regarding any Obligor furnished to Assignee by Assignor;
(j) it or its authorized representatives acting on its behalf have such knowledge and experience in business and financial matters necessary to evaluate the merits and risks of a purchase of the Interest;
(k) it is experienced in making investments in loan and lease transactions similar to the Interest and it is financially able to undertake the risks involved in such transactions;
(l) it is not acquiring the Interest with the assets of any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or any "plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code;
(m) it is duly organized and validly existing with the power to execute and deliver and to perform all of its obligations under this Agreement and each other agreement executed and delivered to Assignor in connection herewith;
(n) it understands that the conveyance of the Interest does not constitute the sale of a security, is being offered and sold without registration under the Securities Act of 1933, as amended (the "Act"), and applicable state securities laws; and
(o) if (contrary to the intent and understanding of the parties) the Interest is deemed to constitute a security, Assignee acknowledges and agrees that the Interest is being offered and sold in reliance upon an exemption from the registration requirements of the Act and applicable state securities laws and it is acquiring the Interest solely for its account, for investment, and not with a view to resale.

Closing of the assignment of the Interest by Assignor shall not be deemed to satisfy, cut off or eliminate any of the representations and warranties made by Assignee hereunder and if any such representation or warranty is untrue as of the date made, Assignor shall have such remedies as are available at law or in equity for such untruth.

4. Delivery of Documents. With respect to each Specification, Assignor shall deliver to Assignee:
(a) the executed chattel paper original of the Schedules conveyed thereby;
(b) certified true and correct photocopies of the related Lease and other Transaction Documents in Assignor's possession that directly relate to the subject Schedules and Equipment;
(c) a Notice and Acknowledgment of Assignment in substantially the form attached hereto as Exhibit 2A (for transactions not involving a guarantor) or Exhibit 2B (for transactions involving a guarantor), as applicable, duly executed by Assignor and the Lessee and/or guarantor thereunder, as applicable;
(d) satisfactory evidence that UCC-1 Financing Statements have been filed against the Lessee;
(e) such documents and instruments as are reasonably required to assign to Assignee any and all Uniform Commercial Code filings made by Assignor with respect to the applicable Interest;
(f) such documents and instruments (if any) as are reasonably required by Assignee to assign to Assignee any warranties under the Vendor Agreements solely to the extent applicable to the Equipment;
(g) such other documents and certificates as Assignee may reasonably request; and
(h) a Bill of Sale in substantially the form attached hereto as Exhibit 3 (the "Bill of Sale").

Assignee may at all reasonable times, after giving Assignor reasonable prior written notice thereof, inspect and audit such of Assignor's books and records as are directly relevant to the Interest.

5. Covenants.
(a) Each of the parties covenants and agrees promptly to remit to the other party payments incorrectly received by such party with respect to the Interest after the execution of a Specification with respect thereto.
(b) Assignor and Assignee shall not, without the prior written consent of the other, take any action that may reasonably be anticipated to impair the rights of the other party (or its assignee or successor) with respect to those schedules in and to which such covenanting party has no right, title or interest; provided, that the foregoing covenant shall not require either party to obtain the consent of the other prior to exercising any of its rights and remedies under any Lease if such exercise relates solely to the schedule(s) then owned by such party.
(c) Assignor will not, without Assignee's prior written consent, solicit or accept collection of any sums due under any of the Transaction Documents, repossess or consent to the return of the Equipment, modify, amend, terminate any Schedule assigned hereunder or any master lease agreement as it applies to any Schedule assigned hereunder or waive any of Assignee's rights thereunder.
(d) From and after the date Assignee executes each Specification, Assignee shall
(i) be responsible for and pay or cause to be paid when due all sales, use, property or other taxes (to the extent attributable to or assessed with respect to the period from and after the date of execution of such Specification) unless the Lessee pays such taxes, and
(ii) obtain and maintain all such licenses or permits, in each case as required in connection with the acquisition by Assignee and/or the leasing by Assignee of the Equipment.
(e) Assignor shall use its reasonable best efforts to assist Assignee in the resolution of disputes involving the transfer of title from any Vendor to Assignee.

6. Miscellaneous.
(a) Successors and Assigns; Third Party Beneficiary. This Agreement and each Specification executed pursuant hereto inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto provided that while the Interest may be transferred by Assignee without the consent of Assignor, neither party may assign this Agreement without the prior written consent of the other, which consent shall not be

unreasonably withheld or delayed. Any person to whom an Interest is subsequently transferred by Assignee shall be an intended third party beneficiary of the representations and warranties made by Assignor with respect to such Interest in Section 2(a).

(b) Notices. All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile (receipt confirmed) or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of receipt.

(c) Brokers. Neither party has, directly or indirectly, employed any broker, finder, financial advisor or intermediary (each a "Broker") in connection with the transactions contemplated by this Agreement who might be entitled to a brokerage, finders', or other fee or commission upon the execution of this Agreement or the consummation of the transactions contemplated hereby. If either party shall have engaged a Broker contrary to the foregoing representation, the party who entered into such agreement or arrangement shall be solely responsible for any fees or expenses due in connection therewith.

(d) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of New York (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

(f) Titles. Section titles are for convenience of reference only and shall not be of any legal effect.

(g) Further Assurances. Each party agrees to take or cause to be taken such actions, and to do or cause to be done all such things, as the other party may reasonably request in order to further the transactions contemplated hereunder.

(h) Not an Extension of Credit; No Cross-Collateralization. This Agreement constitutes a sale of 100% ownership interest in the Interest and shall in no way be construed as an extension of credit by Assignee to Assignor. Assignor waives and releases any right, title or interest it may have (whether pursuant to a "cross-collateralization" provision or otherwise) in and to any of the Interest, the Schedules and the Equipment and Assignee acknowledges and agrees that it is not acquiring or entitled to any right or interest in any equipment or other property described in any schedule not acquired by Assignee hereunder pursuant to a "cross-collateralization" provision set forth in any master lease agreement.

(i) Waiver of Jury Trial. **ASSIGNOR AND ASSIGNEE EACH HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS, OR ANY DEALINGS BETWEEN ASSIGNOR AND ASSIGNEE RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER MAY ONLY BE MODIFIED IN A WRITING SIGNED BY BOTH PARTIES, AND THE WAIVER SHALL APPLY, AS TO THE MATTERS SET FORTH IN THE FIRST SENTENCE OF THIS SUBSECTION, TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR THE TRANSACTION DOCUMENTS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

KEY EQUIPMENT FINANCE A DIVISION OF KEY CORPORATE CAPITAL INC.
Assignee

By: Brooke Emmel

Name: BROOKE EMMEL

Title: REGIONAL BUSINESS UNIT MANAGER

Address:
1000 South McCaslin Boulevard
Superior, Colorado 80027
Facsimile: (720) 304-1470

GENERAL ELECTRIC CAPITAL CORPORATION
Assignor

By: L + Blee

Name: ~~Robert R. Blee~~

Title: Transaction and Syndication Manager

Address:
4 North Park Drive
Suite 500
Hunt Valley, Maryland 21030
Facsimile: (410) 527-9393

Attachments:

Exhibit 1	Form of Specification of Assigned Schedule Schedule A to Specification of Assigned Schedule
Exhibit 2A	Form of Notice and Acknowledgment of Assignment (no Guarantor)
Exhibit 2B	Form of Notice and Acknowledgment of Assignment (including Guarantor)
Exhibit 3	Form of Bill of Sale

EXHIBIT 1
TO
MASTER ASSIGNMENT AGREEMENT

FORM OF
SPECIFICATION OF ASSIGNED SCHEDULE
(TAX LEASE)

Executed pursuant to the [Master] Assignment Agreement [No. ___] dated as of the ___ day of _____, 20___ (the "Agreement"), by and between the undersigned Assignor and Assignee.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessee(s):_____.
2. Date of Equipment Lease Agreement:_____, 20___.
3. Equipment Schedule No(s)., if any:_____
4. Total Invoice Cost: $_____.
5. Remaining rentals due under Schedule [No. ___]: _____ (___) monthly/quarterly payments, in advance/arrears, each in the amount of $_____. Security Deposit $_____.
6. Consideration: $_____.
7. Guaranty: dated as of _____, 20___, by _____.
8. The attached Schedule A is incorporated herein by this reference.
9. The Equipment is located in California Yes ___ No ___
10. All taxes required to be paid in connection with the acquisition of the Equipment have been

    paid in full in advance ___

    or

    are being billed to the Lessee ___.

Date of Execution:_____, 20___.

_____	_____
Assignor	Assignee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attachment: Schedule A, list of Lease Documents

SCHEDULE A
TO
SPECIFICATION OF ASSIGNED SCHEDULE

Attached to and made a part of Specification of Assigned Schedule dated _____, 20___.

The Lease Documents (as defined in Section 1(c) of the Agreement) are as follows:

1. Certificate of Acceptance
2. [Master] Equipment Lease Agreement dated _____
3. Equipment Schedule No. ___ dated _____
4. CONTINUE THE NUMBERED LIST WITH ALL DOCUMENTS EXECUTED AND/OR DELIVERED IN CONNECTION WITH THE UNDERLYING TRANSACTION. SEE SECTION 2(a)(i)(C) OF THE AGREEMENT.

EXHIBIT 2A
TO
MASTER ASSIGNMENT AGREEMENT

FORM OF
NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
(No Guarantor)

[ORIGINAL LESSOR LETTERHEAD]

DATE

NAME OF LESSEE
ADDRESS OF LESSEE

Re: Notice and Acknowledgment of Assignment of [Equipment Schedule(s) No. ___ and, to the extent incorporated therein by reference, Master Equipment Lease Agreement No. ___ dated as of _____, 20___] [Equipment Lease Agreement(s) dated as of _____, 20___) (the "Lease"), between the undersigned Original Lessor and Lessee (this "Notice")

Original Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Original Lessor has assigned to _____ ("Assignee"), whose offices are at _____, all right, title, interest and obligations (on a going forward basis only) of Original Lessor in and to the Lease. From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid directly to Assignee as Assignee shall direct.

In recognition of Assignee's reliance upon this Notice, Lessee certifies, confirms and agrees as follows:

1. The Lease has been duly authorized, executed and delivered by Lessee; constitutes the legal, valid and binding obligation of Lessee and is enforceable against Lessee in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws effecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may effect the remedies provided therein; is in full force and effect on the date of execution of this Notice by such party; is free from all defenses, set-offs and counterclaims; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred.

2. There are no modifications, amendments or supplements to the Lease; no future modification, termination, amendment or supplement to the Lease shall be effective without Assignee's prior written approval; and no settlement of amounts due under the Lease shall be effective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Lease.

4. Neither Lessee nor Original Lessor has breached any provision of the Lease in any respect, and there has been no prepayment of rent or other sums payable under the Lease and no casualty has occurred with respect to the Equipment. The Lease is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of _____, 20___, remaining rentals due under the Lease are as follows: _____ (___) monthly/quarterly payments, in advance/arrears, each in the amount of $_____.

5. Lessee acknowledges and agrees that
   (a) Original Lessor shall have no interest or authority of any nature regarding the Equipment or the Lease,
   (b) unless otherwise instructed in writing by Assignee, Lessee will deal exclusively with respect to the Lease with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee to Assignee at the address listed above,
   (c) if the Lease consists of a schedule incorporating the terms of a master lease agreement, then such Lease is separate and severable from each other schedule to the same master lease agreement, and Assignee may take enforcement action independently of the owners or pledgees of such other schedules and independently of the owners or pledgees of Equipment not covered by the Lease, and
   (d) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm Assignee's rights under the Lease and ownership of the Equipment.

6. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or the rents reserved thereunder or the Equipment.

7. Lessee will keep the Lease and the Equipment free and clear of all liens and encumbrances (other than the interest of Original Lessor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Original Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.

9. Lessee has executed only one (1) original of the Lease and of its incorporated master lease agreement, if any, (which was delivered to Original Lessor), and has no original in its possession.

10. At the request of Assignee, Lessee will deliver to Assignee evidence satisfactory to Assignee that Assignee is an additional insured and loss payee under the insurance required to be maintained by the Lease.

Please execute where indicated below and return to the address specified above.

_____
Original Lessor

By: _____

Name: _____

Title: _____

Accepted and agreed to on this _____ day of _____, 20___.

_____
Lessee

By: _____

Name: _____

Title: _____

EXHIBIT 2B
TO
MASTER ASSIGNMENT AGREEMENT

FORM OF
NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
(Including Guarantor)

[ORIGINAL LESSOR LETTERHEAD]

DATE

NAME OF LESSEE
ADDRESS OF LESSEE

NAME OF GUARANTOR
ADDRESS OF GUARANTOR

Re: Notice and Acknowledgment of Assignment of [Equipment Schedule(s) No. ___ and, to the extent incorporated therein by reference, Master Equipment Lease Agreement No. ___ dated as of _____, 20___] [Equipment Lease Agreement(s) dated as of _____, 20___] (the "Lease"), between the undersigned Original Lessor and Lessee, and Guaranty dated as of _____, 20___, by _____ in favor of Original Lessor (the "Guaranty") (this "Notice")

Original Lessor hereby notifies Lessee and Guarantor, and Lessee and Guarantor hereby acknowledge receipt of notice, that Original Lessor has assigned to _____ ("Assignee"), whose offices are at _____, all right, title and interest (on a going forward basis only) of Original Lessor in and to (i) the Lease, and (ii) solely to the extent related to the Lease, the Guaranty. From and after the date of this Notice, Lessee agrees to make payment of any and all monies due or to become due Original Lessor under the Lease to Assignee as directed by Assignee and Guarantor agrees to make payment of any and all monies due or to become due Original Lessor under the Guaranty (solely to the extent related to the Lease) to Assignee as directed in writing by Assignee.

In recognition of Assignee's reliance upon this Notice, Lessee and Guarantor certify, confirm and agree as follows:

1. The Lease and the Guaranty have been duly authorized, executed and delivered by Lessee or Guarantor, as applicable; constitute the legal, valid and binding obligation of Lessee or Guarantor, as applicable, are enforceable against such party in accordance with the terms thereof except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein; are in full force and effect on the date of execution of this Notice by such party; are free from all defenses, set-offs and counterclaims; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease or the Guaranty has occurred.

2. There are no modifications, amendments or supplements to the Guaranty or to the Lease; no future modification, termination, amendment or supplement to the Guaranty or to the Lease shall be effective without Assignee's prior written consent; and no settlement of amounts due under the Guaranty or the Lease shall be effective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Lease.

4. Neither Lessee nor Original Lessor has breached any provision of the Lease in any respect, and there has been no prepayment of rent or other sums payable under the Lease and no casualty has occurred with respect to the Equipment. The Lease is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of _____, 20___, remaining rentals due under the Lease are as follows: _____ (___) monthly/quarterly payments, in advance/arrears, each in the amount of $_____.

5. Lessee and Guarantor acknowledge and agree that
   (a) Original Lessor shall have no interest or authority of any nature regarding the Equipment or the Lease,
   (b) unless otherwise instructed in writing by Assignee, Lessee will deal exclusively with respect to the Lease with Assignee, and Lessee and Guarantor will deliver all payments and copies of all notices and other communications given or made by Lessee and Guarantor to Assignee at the address listed above,
   (c) if the Lease consists of a schedule incorporating the terms of a master lease agreement, then such Lease is separate and severable from each other schedule to the same master lease, and Assignee may take enforcement action independently of the owners or pledgees of such other schedules and independently of the owners or pledgees of Equipment not covered by the Lease, and
   (d) Lessee and Guarantor will execute such other instruments and take such actions as Assignee reasonably may require to further confirm Assignee's rights under the Lease and the Guaranty and Assignee's ownership of the Equipment.

6. Neither Lessee nor Guarantor has received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or the rents reserved thereunder or the Equipment.

7. Lessee will keep the Lease and the Equipment free and clear of all liens and encumbrances (other than the interest of Original Lessor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Original Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled. Any representations or duties of Lessee or Original Lessor intended to induce the Guarantor to enter into the Guaranty, whether required by contract or otherwise, have been fulfilled.

9. Lessee has executed only one (1) original of the Lease and of its incorporated master lease agreement, if any, (which was delivered to Original Lessor), and currently neither the Lessee nor the Guarantor has an original in its possession.

10. At the request of Assignee, Lessee will deliver to Assignee evidence satisfactory to Assignee that Assignee is an additional insured and loss payee under the insurance required to be maintained by the Lease.

11. Guarantor acknowledges and agrees that the Guaranty remains in full force and effect notwithstanding the assignment to Assignee. Guarantor also acknowledges and agrees that
    (a) the term "Obligations" as used in the Guaranty includes all of Lessee's present and future obligations and liabilities to Assignee under the Lease and
    (b) the Guaranty may be enforced by Assignee against Guarantor with respect to all present and future obligations and liabilities of Lessee to Assignee under the Lease as if the Guaranty was addressed directly to, and issued for the benefit of, Assignee.

Please execute where indicated below and return to the address specified above.

_____
Original Lessor

By: _____

Name: _____

Title: _____

Accepted and agreed to on this _____ day of _____, 20___.

_____
Lessee

By: _____

Name: _____

Title: _____

Accepted and agreed to on this _____ day of _____, 20___.

_____
Guarantor

By: _____

Name: _____

Title: _____

EXHIBIT 3
TO
MASTER ASSIGNMENT AGREEMENT

FORM OF
BILL OF SALE

This BILL OF SALE is given to _____ (herein the "Buyer") by the undersigned Seller.

WITNESSETH:

THAT FOR TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the items of equipment (the "Equipment") listed on the schedule attached hereto and by this reference incorporated herein.

Seller covenants that it has such title or interest to said Equipment as provided in the [Master] Assignment Agreement [No.___] dated as of _____, 20___, and does hereby transfer such title or interest free and clear of any and all encumbrances, liens, charges or defects created by or through Seller (subject only to the leasehold interest of _____ ("Lessee") pursuant to that certain [Master] Equipment Lease Agreement [No.___] dated as of _____, 20___ between Seller, as lessor, and Lessee, as lessee).

Seller covenants that it will from time to time on demand execute any and all such further instruments which Buyer, its successors and assigns, may deem reasonably necessary to effect the transfer of the Equipment or any interest therein to Buyer, its successors and assigns, or to evidence the right, title and interest of Buyer, its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed, under seal, as of the ___ day of _____, 20___.

_____
Seller

By: _____

Name: _____

Title: _____

Attachment: Schedule of Equipment

Schedule of Equipment

ADDENDUM TO MASTER ASSIGNMENT AGREEMENT

This Addendum to Master Assignment Agreement (this "Addendum") is entered into and effective as of the 7th day of December, 2004, by and between KEY EQUIPMENT FINANCE, A DIVISION OF KEY CORPORATE CAPITAL INC.("Assignee") and GENERAL ELECTRIC CAPITAL CORPORATION ("Assignor").

Each of Assignor and Assignee desires to supplement that certain Master Assignment Agreement Equipment Lease dated as of October 27, 2004, between Assignor and Assignee (as hereafter supplemented and amended, the "Assignment Agreement") by providing for a fiscal agency by Assignor on Assignee's behalf with respect to billing and disbursing the rental installments payable under that certain Amended and Restated Equipment Schedule No. 2 dated December 13, 2002 to that certain Master Lease Agreement dated as of May 30, 2001 between Assignor, as lessor, and Northwest Pipe Company, as lessee, which Schedule was assigned to Assignee pursuant to the Assignment Agreement. The parties hereby agree to establish such agency subject to the terms and conditions set forth herein. Any capitalized terms used without definition herein are defined in the Assignment Agreement, in the applicable Specification entered into pursuant thereto, or the Lease Documents covered thereby.

NOW THEREFORE, in consideration of the sum of Ten Dollars in hand paid, the mutual promises made herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Fiscal Agency: If Assignor and Assignee have agreed that Assignor will act as fiscal agent with respect to any Schedule, Assignor and Assignee shall specify that Assignor is acting as Assignee's fiscal agent on the Specification under which such Schedule was assigned. Solely with respect to such Schedules (each an "Applicable Schedule") all of the following shall apply:

(a) Extent of Agency. It is the intent and purpose of the parties that Assignor, on behalf of Assignee, shall bill for, collect and receive the rentals and other sums payable under each Applicable Schedule excluding payments made as a result of a loss or damage to the Equipment or any personal property taxes or other similar taxes relating to the Equipment ("Personal Property Taxes"), but shall not otherwise exercise any other rights, powers or privileges of the lessor under the Applicable Schedule, and the Obligor is responsible for remitting sales and use taxes and any other taxes based on the rents due under each Applicable Schedule ("Sales and Use Taxes") and for reporting and paying Personal Property Taxes. To the extent that any taxes payable with respect to the Applicable Schedule and/or the Equipment are received from the Obligor by Assignor, such collected taxes will be remitted to Assignee or back to Obligor for payment as set forth above. The parties agree that Assignor shall have no responsibility to prepare any tax returns for, or remit to any taxing agency, any Sales and Use Taxes or Personal Property Taxes relating to the Applicable Schedule or the equipment. In the event of a default under any Applicable Schedule or an event which with the giving of notice or passage of time or both would constitute a default thereunder (any such event, an "Event of Default"), this fiscal agency shall terminate and Assignee shall have the sole right to exercise any and all remedies available to it in connection with each Applicable Schedule or any item of Equipment which is the subject of the Event of Default. If either party has actual knowledge of an Event of Default, it shall promptly notify the other party thereof. As used in this Assignment, "actual knowledge" shall mean the actual knowledge of the President, any Senior Vice President, or any Vice President of Assignor's Commercial Equipment Finance unit or of Assignee.

(b) Appointment. In furtherance of the parties' intent, Assignee hereby appoints Assignor its fiscal agent and attorney-in-fact on the express terms set forth herein, and Assignor accepts such appointment. Assignor shall act as the fiscal agent for Assignee hereunder without compensation except as herein provided. The parties agree from time to time to execute and deliver such documents, notices, directions and other instruments as may be necessary or appropriate to cause all monies, credit or other property to be paid, distributed or delivered to Assignor or as may be desirable in obtaining the full benefits of this Agreement and the rights and powers herein granted.

(c) Payments. All monies received by Assignor as fiscal agent for Assignee under or pursuant to any provision of this Agreement shall be held by Assignor in trust as fiscal agent for Assignee for the purpose for which they were paid, but need not be segregated in any manner from any other monies of Assignor and may be deposited by Assignor in any general account maintained by it. Promptly (and in any event within two (2) business days) after receipt of such monies (in good collected funds) by Assignor as fiscal agent for Assignee, Assignor shall make such monies available to Assignee by wire transfer of such monies to Assignee at such account as Assignee may specify in writing from time to time. If any monies received by Assignor from or on behalf of any Lessee are subsequently dishonored or

if it is otherwise determined that any such monies received by Assignor do not constitute good funds, then Assignee will, within two (2) business days following receipt of a request from Assignor, remit to Assignor in good funds such monies that had been remitted by Assignor to Assignee on account of the affected payment.

(d) Limitations of Agency. Without the prior written consent of Assignee, Assignor shall not enter into any agreement or take any action with the intention of directly or indirectly (1) permitting amendment or modification of, or deviation from, any of the terms of any Applicable Schedule (to any material extent); or (2) accelerating or otherwise changing the payment terms of any Applicable Schedule. Assignor shall not be obligated to institute any legal action on behalf of Assignee. All requests for early termination (if any) shall be directed to Assignee.

(e) Limitations of Liability. (1) Assignor undertakes to perform as fiscal agent on behalf of Assignee such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this agreement against Assignor. (2) In all events as fiscal agent pursuant to the terms of this Addendum, Assignor is entitled to use its discretion with respect to exercising or refraining from exercising any rights, or taking or refraining from taking any action which may be vested in Assignor under each Applicable Schedule, or which Assignor may be entitled to take or assert under any Applicable Schedule or any other agreements or instruments, and Assignor shall not be liable to Assignee for any action taken or omitted to be taken by it hereunder or pursuant hereto, except for the failure to make available promptly (after receipt and final collection) to Assignee such sums as are required to be remitted to Assignee pursuant to subpart (c) of this Section and except for its own gross negligence or willful misconduct. (3) In acting in the future as fiscal agent for Assignee hereunder, Assignor may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties; and Assignor shall not be bound to make any investigation into the facts or matters stated in any such resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document. (4) Assignor may exercise its powers and perform its duties as fiscal agent by or through such attorneys, agents and servants as it shall appoint, and it shall be entitled to the advice of counsel in anything done or omitted to be done in accordance with such advice; and Assignor shall not be required to take any action nor shall any provision herein set forth be deemed to impose a duty on Assignor to take any action, if Assignor shall have been advised by counsel that such action is contrary to the terms of any Applicable Schedule or is otherwise contrary to law.

(f) Costs. No provisions hereof shall require Assignor to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as fiscal agent for Assignee hereunder. Any reasonable expenses in excess of ordinary overhead expenses incurred by Assignor in connection with its performance of its obligations under this Addendum shall be borne by Assignee and Assignee shall reimburse Assignor for any such out-of-pocket costs and expenses incurred by Assignor; provided, however, that Assignor shall obtain prior written consent from Assignee prior to incurring any single expense in excess of Two Thousand Dollars ($2,000) and Assignee shall not be required to reimburse any such expense if Assignor did not receive written consent prior to incurring it.

(g) Indemnity. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all losses, damages, suits, claims, demands, actions, taxes, fees, expenses and other harms whatsoever (collectively, "Claims") that arise out of or are attributable to the undertakings contemplated in this Addendum, including, without limitation, any claim, suit, demand or other action by (i) any lessee, guarantor, trustee, debtor-in-possession or other person endeavoring to collect any amount paid to Assignor pursuant to the fiscal agency established by this Addendum, (ii) any local, state or federal governmental authority seeking to recover taxes, fees or other charges relating to any Applicable Schedule, the rentals and other amounts payable thereunder, or the Equipment covered thereby or (iii) any lessee under any Applicable Schedule or related guarantor, for any reason whatsoever; except, in each case, for any Claims arising out of Assignor's gross negligence or willful misconduct in the performance of its duties hereunder. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all Claims arising out of Assignor's gross negligence or willful misconduct in the performance of its duties hereunder.

2. Specifications and Acknowledgements. As a condition precedent to the application of the provisions of this Addendum to any Schedule, Assignee agrees that any Specification and Notice and Acknowledgment of Assignment entered into in connection therewith shall provide notice to Assignor and the applicable lessee of Assignee's intention to have Assignor serve as fiscal agent with respect to such Schedule.

3. No Other Modification. Except as addended hereby, the Assignment Agreement remains unmodified and in full force and effect.

4. Miscellaneous. The headings in this Addendum are for convenience only. This Addendum constitutes the entire agreement of the parties hereto with respect to the matters addressed herein; except that his Addendum constitutes a part of, and unless inconsistent with the provisions hereof shall be construed in accordance with the provision of, the Assignment Agreement. This Addendum may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed under seal as of the day and year first above written.

KEY EQUIPMENT FINANCE,
A DIVISION OF
KEY CORPORATE CAPITAL INC.
Assignee

By: _____

Name: BROOKE EMMEL

Title: REGIONAL BUSINESS UNIT MANAGER

GENERAL ELECTRIC CAPITAL CORPORATION
Assignor

By: _____

Name: MARK H. MOONEY

Title: SR. TRANSACTION AND SYNDICATION MANAGER

PNC
EQUIPMENT FINANCE

This is a **Master Equipment Lease Agreement** by and between **PNCEF, LLC, dba PNC Equipment Finance**, an Indiana limited liability company, whose principal office is located at 995 Dalton Ave, Cincinnati, Ohio 45203 ("***PNC***"), and Quantum Foods, LLC , a(n) Delaware limited liability company whose principal office is located at 750 South Schmidt Road, Bolingbrook, IL 60440 ("***Lessee***").

1. ***Lease.*** PNC agrees to lease to Lessee and Lessee agrees to lease from PNC, subject to the terms and conditions set forth herein, the items of personal property (the "***Equipment***") described in each equipment schedule (a "***Schedule***") executed and delivered by the parties hereto from time to time and incorporating the terms of this Master Equipment Lease Agreement by reference therein (each Schedule, together with this Master Equipment Lease Agreement, a "***Lease***"). Certain Schedules entered into hereunder shall additionally incorporate and include the terms and conditions of that certain commitment letter, dated March 18, 2010, by and between PNC and Lessee (the "Commitment Letter"), but only for those Schedules intended to be covered by the Commitment Letter during its available term. The terms "***Agreement***", "***hereof***", "***herein***", and "***hereunder***", when used in this Lease, shall mean this Lease, each Schedule and any schedule thereto. This Agreement constitutes an agreement of lease and nothing herein contained shall be construed as conveying to Lessee any right, title, or interest in the Equipment except as lessee only. The parties agree that this Lease is a "***Finance Lease***" as defined in *§2A-103* of the *Uniform Commercial Code* ("*UCC*"). Lessee acknowledges either (a) that Lessee has reviewed and approved any written Supply Contract (as defined in *UCC §2A-103*) covering the Equipment purchased from the Supplier (as defined in *UCC §2A-103*) thereof for lease to Lessee or (b) that PNC has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Supplier; (ii) that Lessee may have rights under the Supply Contract; and (iii) that Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract.

2. ***Term; Acceptance; Rent; Return.*** The term of lease of each item of Equipment under a Schedule shall commence on the date the Lessee accepts the Equipment (the "***Commencement Date***"), as evidenced by a certificate of delivery and acceptance (the "***Certificate***") pertaining to such Equipment, executed by Lessee, in form and substance acceptable to PNC, and, unless earlier terminated pursuant to the provisions hereof, shall continue for the term specified in each Schedule. Lessee's execution and delivery of a Certificate shall constitute Lessee's irrevocable acceptance of the Equipment covered thereby for all purposes of this Agreement. Lessee shall pay to PNC (at PNC's office specified above, or as PNC may otherwise designate), rent as specified in each Schedule (the "***Rent***"). Each date on which an installment of Rent is payable is hereinafter called a "***Rent Payment Date***". As to each Schedule, the first Rent Payment Date shall be the Rent Payment Date set forth therein, with the succeeding Rent Payment Dates as set forth therein. In addition, if applicable, Lessee shall pay interim rent for the period between the Commencement Date and the first Rent Payment Date, based on a 30-day month and the number of days between the Commencement Date and the first Rent Payment Date, as set forth in the applicable Schedule. Time is of the essence. Lessee shall also pay to PNC, on demand, a late payment charge of 5% of each installment of Rent and any other amount owing hereunder which is not paid when due. At the expiration or earlier termination of the term of lease of each item of Equipment leased hereunder, Lessee shall at its expense return all items of Equipment to PNC at such location as PNC may designate, in the condition required to be maintained by *Section 7* hereof or as further required by Rider(s) attached to the applicable Schedule, if any; *provided that* Lessee may elect an alternative disposition of the Equipment pursuant to *Section 20* hereof, if applicable. If Lessee fails to return any item of Equipment, as required hereunder, then all of Lessee's obligations under the Lease (including, without limitation, Lessee's obligation to pay rent, provided that, no credit for rent paid beyond the Lease maturity date shall be given to the Lessee under such circumstances) shall continue in full force and effect until such item of Equipment shall have been returned in the condition required hereunder. Notwithstanding the preceding sentence, however, PNC may terminate such continued leasehold interest upon ten (10) days written notice to Lessee.

3. ***No Warranties.*** Lessee acknowledges that: PNC is not the manufacturer of the Equipment nor the manufacturer's agent nor a dealer therein; and **PNC Has Not Made And Does Not Make Any Representation Or Warranty Whatsoever, Either Express Or Implied, As To The Merchantability, Fitness, Condition, Design Or Operation Of The Equipment, Its Fitness For A Particular Purpose, The Quality Or Capacity Of The Materials In The Equipment Or Workmanship In The Equipment, Nor Any Other Representation Or Warranty Of Any Kind Whatsoever.** Lessee confirms that it has made (or will make) the selection of each item of Equipment on the basis of its own judgment and expressly disclaims reliance upon any statements, representations or warranties made by PNC. PNC shall not be liable to Lessee for any matter relating to the ordering, manufacture, purchase, delivery, assembly, installation, testing, operation or expense of any kind caused by the Equipment. PNC shall not be liable for any consequential damages as that term is used in *UCC §2-719(3)*. PNC hereby assigns to Lessee all rights that PNC has or may acquire against any manufacturer, Supplier, or contractor with respect to any warranty and representation relating to the Equipment leased hereunder. Lessee acknowledges that Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering the Equipment purchased from the vendor or Supplier thereof for lease to Lessee.

4. ***Equipment To Remain Personal Property; Location; Identification; Inspection.*** Lessee represents that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall, at its expense, take such action as may be necessary to prevent any third party from acquiring any right to or interest in the Equipment by virtue of the Equipment being deemed to be real property or a part of other personal property and shall indemnify PNC against any loss which it may sustain by reason of Lessee's failure to do so. Except for use of titled transportation equipment in Lessee's normal course of business or maintenance or repairs permitted or required in *Section 7* hereof, the Equipment may not be removed from the location specified in the Schedule pertaining thereto without PNC's prior written consent and Lessee's provision of reasonable documentation as requested by PNC. If requested by PNC, Lessee shall attach to and maintain on the Equipment a

PNC EQUIPMENT FINANCE

conspicuous plate or marking disclosing ownership of the Equipment by PNC therein. PNC or its representatives may, at reasonable times, inspect the Equipment.

5. *Taxes; Indemnity*. Lessee agrees to pay, and to indemnify and hold PNC harmless from, all license fees, assessments, and sales, use, property, excise and other taxes and charges (other than federal income taxes and taxes imposed by any other jurisdiction which are based on, or measured by, the net income of PNC) imposed upon or with respect to (a) the Equipment or any part thereof arising out of or in connection with the shipment of Equipment or the possession, ownership, use or operation thereof, or (b) this Agreement or the consummation of the transactions herein contemplated. PNC shall prepare and file any and all returns required in connection with the obligations that Lessee has assumed under this Section, except such filings as PNC may, at its option, direct Lessee to make. Each party shall upon request furnish the other a copy of any such filing made or governmental invoice received covering such obligations. Lessee further agrees to assume liability for, and to indemnify and hold PNC harmless against, all claims, costs, expenses, damages and liabilities arising from or pertaining to the manufacture, assembly, installation, ownership, use, possession and operation of the Equipment, including, without limitation, latent and other defects, whether or not discoverable by Lessee or any other person, any expense, liability or loss directly or indirectly related to or arising out of any injury to any person or tangible or intangible property, whether arising from negligence or under any theory of strict or absolute liability or any other cause, or any claim for patent or copyright infringement, together with all legal fees and expenses reasonably incurred by PNC in connection with any liability asserted against it, whether groundless or otherwise. Lessee shall, and shall cause all other persons, if any, operating or in possession of the Equipment, to comply at all times and in all respects with all laws and regulations (whether federal, state, or local and whether statutory, administrative, judicial, or other) and with every lawful governmental order (whether administrative or judicial) pertaining to the operation and use of the Equipment and, without limiting the generality of the foregoing, shall, and shall cause each such person to, *(i)* operate, and use the Equipment in compliance with all Environmental Laws and handle all Hazardous Materials in compliance therewith, and *(ii)* comply with and keep in full effect each approval, certification, license, permit, or other authorization required by any Environmental Law for the conduct of any activity upon or within the Equipment, and shall indemnify PNC from and against any and all liabilities and any and all fees, costs and expenses arising out of use of the Equipment.

"*Environmental Law*" means the *Clean Air Act* (*42 USC §7401 et seq.*), *Comprehensive Environmental Response, Compensation, and Liability Act* (*42 USC §9601 et seq.*), the *Hazardous Material Transportation Act* (*49 USC §1801 et seq.*), the *Resource Conservation and Recovery Act* (*42 USC §6901 et seq.*), the *Federal Water Pollution Control Act* (*33 USC §1251 et seq.*), the *Toxic Substances Control Act* (*15 USC §2601 et seq.*) and the *Occupational Safety and Health Act* (*29 USC §651 et seq.*), as such laws have been or hereafter may be amended, and the regulations promulgated pursuant thereto, and any and all similar present or future federal, state, or local laws and the regulations promulgated pursuant thereto and "***Hazardous Material***" means any chemical, material, or substance which could be detrimental to animal health, human health, vegetation, the environment or the Equipment which is, or the disposal, manufacture, release, storage or transport of which is, or exposure to which is, prohibited, restricted, or otherwise regulated under any Environmental Law.

The agreements and indemnities contained in this Section shall survive the expiration or earlier termination of this Agreement.

6. *Assignments; Subletting; Encumbrances*.

(a) Lessee Shall Not, Without PNC's Prior Written Consent, Assign Or Transfer This Lease Or Any Interest Herein, Or Sublease Or Relinquish Possession Of, Or Create Or Suffer To Exist Any Lien, Mortgage, Security Interest Or Encumbrance Upon, The Equipment.

(b) PNC may at any time, with or without notice to Lessee, grant a security interest in, sell, assign, delegate or otherwise transfer any or all of this Agreement, the Schedules or PNC's interest in the Equipment. Lessee agrees that it shall not assert against any assignee of PNC any defense, counterclaim, or offset that Lessee may have against PNC (Lessee reserves its rights to have recourse directly against PNC on account of such defense, counterclaim or offset). Any assignee of PNC shall not be bound by, or otherwise required to perform any of PNC's obligations, unless expressly assumed by such assignee. PNC shall be relieved of any such assumed obligations, and no assignee shall be required to perform PNC's obligations under this Agreement or under any Schedule except as set forth herein. Lessee acknowledges that any assignment or transfer by PNC shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

7. *Use; Repairs; Etc*. Lessee shall cause the Equipment to be operated in accordance with the manufacturer's or Supplier's instructions or manuals, by competent and duly qualified personnel only, and in compliance with all laws and regulations and the insurance policies required to be maintained hereunder. Lessee shall, at its own cost and expense, enter into and keep in force during the term hereof a maintenance agreement with the manufacturer of the Equipment or such other maintenance vendor as may be approved in writing by PNC, to maintain, service and repair the Equipment so as to keep it in as good operating condition as it was when it first became subject to this Lease, ordinary wear and tear excepted. PNC shall have the right to approve such maintenance agreement (which approval shall not be unreasonably withheld) and shall be furnished with an executed copy thereof. Lessee shall, at its own cost and expense, to the extent not covered by the aforesaid maintenance agreement, maintain the Equipment in good operating condition and in compliance with any applicable Rider(s) attached to the Schedule. Replacement parts shall be free and clear of any mortgage, lien, charge, or encumbrance (and title thereto shall vest in PNC immediately upon installation, attachment or incorporation of the same in, on or into such parts as an item of Equipment). Upon termination of this Lease, at the expiration of the Lease Term or otherwise, the Equipment shall be returned to PNC in as good operating condition as when it became subject to this Lease, ordinary wear and tear excepted, and in such condition as to be acceptable to the manufacturer for regular maintenance without any remedial maintenance. If, in the opinion of PNC, any item of Equipment fails to meet the standards as set forth herein and in any applicable Rider(s), Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing such item of Equipment and restoring it so as to meet such standards. Lessee shall not alter or add to the Equipment without PNC's prior written consent. Lessee shall remove any attachments, alterations or accessories and return the Equipment to its original condition, normal wear and tear excepted, at the termination of this Lease if PNC shall so demand. In the absence of such demand, all attachments, alterations or accessories shall become part of the Equipment at the time of their attachment thereto.

8. *Loss; Damage*. If PNC determines that any Equipment is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for normal use for any reason, or in the event of any condemnation, confiscation, seizure, or requisition of title to or use of such Equipment (a "***Casualty Occurrence***"), Lessee shall, at the option of PNC, either (a) replace the same with Equipment in good repair or (b) promptly pay to PNC an amount equal to the Rent in

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respect of the Equipment suffering a Casualty Occurrence due and payable on the first Rent Payment Date following the date of the Casualty Occurrence, plus a sum equal to the Stipulated Loss Value of such Equipment, determined as of the Rent Payment Date next following the date of the Casualty Occurrence as set out in the appropriate Schedule, less any physical damage insurance proceeds paid to PNC as a result of said Casualty Occurrence.

As of the Rent Payment Date next following the Casualty Occurrence, the Rent for such Equipment shall cease to accrue and the term of this Lease as to such Equipment shall terminate and (except in the case of loss, theft or complete destruction of the Equipment) PNC shall be entitled to recover possession of the Equipment. PNC hereby appoints Lessee its agent to dispose of any Equipment suffering a Casualty Occurrence at the best price obtainable on an "*as is, where is*" basis without recourse or warranties of any kind. *Provided that* PNC has been paid the Stipulated Loss Value and all Rent and other sums due and owing as to such Equipment, Lessee shall be entitled to the net proceeds of such sale to the extent such proceeds do not exceed the Stipulated Loss Value of such Equipment. Any excess shall be paid to PNC.

9. *Insurance*. Lessee shall maintain at all times, at Lessee's expense, insurance as specified in the applicable Schedule, including, but not limited to: (a) "*all risk*" or broad form property insurance, as well as flood, earthquake and boiler and machinery coverage, where applicable, as specified in the applicable Schedule or full replacement value, whichever is greater, naming PNC as the loss payee; (b) comprehensive general liability insurance as specified in the applicable Schedule, including coverage for products/completed operations, broad contractor liability, broad contractual liability, fire legal liability and personal injury, naming PNC as an additional insured as respects its interests under this Agreement; and (c) umbrella liability coverage as provided in the applicable Schedule.

Lessee agrees that the insurance coverage required hereunder shall be placed with insurers with at least an "*A/X*" rating from A. M. Best or with such insurers as shall be satisfactory to PNC.

Each insurance policy shall contain a clause requiring the insurer to give to PNC at least 30-days prior written notice of any cancellation or non-renewal of any policy, with 10 days prior written notice if cancellation is due to non-payment of premiums and shall provide that no act, omission or breach of warranty by Lessee under the terms of the policy shall give rise to any defense against payment of the insurance proceeds to PNC. Lessee shall furnish to PNC a certificate or other evidence satisfactory to PNC that such insurance coverage is in effect on the Commencement Date of each Schedule (or, if progress payments, interim funding, or interim rental is provided hereunder, on the date such applicable interim financing is agreed to and signed by Lessee), and on an annual basis thereafter; *provided, however*, that PNC shall be under no duty to ascertain as to the existence or adequacy of such insurance. PNC makes no representation that the minimum insurance coverage requirements in a Schedule will be adequate at all times to satisfy Lessee's obligations hereunder. Lessee is fully responsible for payment of all deductibles under such insurance polices and shall indemnify and hold PNC harmless from any deductible related to such insurance polices. Lessee has the responsibility to provide additional insurance coverage to maintain coverage hereunder in an amount adequate to fulfill its obligation hereunder and that is consistent with insurance coverage for similar risks in Lessee's industry or line of business.

10. *Noncancellable Agreement; Lessee's Obligations Unconditional*. This Agreement cannot be canceled or terminated except as expressly provided herein. Lessee agrees that its obligation to pay all Rent and other amounts payable hereunder and to perform its duties with respect hereto shall be absolute and unconditional under any and all circumstances, including, without limitation, the following:

(a) any setoff, counterclaim, recoupment, defense or other right which Lessee may have against PNC, the manufacturer, or Supplier of any Equipment or anyone else for any reason whatsoever; (b) any defect in the condition, design, title, operation or fitness for use, or any damage to or loss of any Equipment; (c) any insolvency, reorganization or similar proceedings by or against Lessee; or (d) any other event or circumstances whatsoever, whether or not similar to the foregoing.

Each Rent or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any part of such payment from PNC for any reason whatsoever (except in case of overpayment).

11. *Events Of Default And Remedies*.

(a) An Event of Default shall occur hereunder if: (i) Lessee shall fail to make any payment of Rent or other amount owing hereunder when due and such failure shall continue for a period of 10 days; (ii) Lessee shall fail to perform or observe any other covenant, agreement or condition hereunder within 30 days of the date Lessee becomes aware of such failure, or if more than 30 days are reasonably required to cure such default, Lessee fails to commence to diligently perform such obligations within such 30 days or discontinues such performance at any time; (iii) Lessee shall fail to maintain insurance as required by *Section 9* of this Agreement, (iv) Lessee shall make any representation or warranty to PNC herein, or in any document or certificate furnished PNC in connection herewith, which shall prove to be incorrect at the time made and on the date of any Schedule entered into hereunder; (v) Lessee or any guarantor of Lessee's obligations hereunder (a "*Guarantor*") shall become insolvent or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, (vi) a trustee or receiver shall be appointed for Lessee or a Guarantor or for a substantial part of its property or for the Equipment, or reorganization, arrangement, insolvency, dissolution or liquidation proceedings shall be instituted by or against Lessee or a Guarantor and such appointment or proceedings are not terminated after 60 days; (vii) Lessee or a Guarantor liquidates, dissolves, or enters into any consolidation, merger, or other combination (unless the effected Lessee or Guarantor is the surviving entity after such consolidation or merger), or sells, leases or disposes of a substantial portion of its business or assets, unless (x) the entity formed by the consolidation, or into which Lessee or a Guarantor is merged or the person or entity that acquires all or substantially all of Lessee's or a Guarantor's assets shall be organized under the laws of the United States or any state thereof (y) PNC is reasonably satisfied as to the creditworthiness of such person or entity and (z) on or before the effective date thereof such person or entity assumes all the obligations of Lessee or a Guarantor hereunder pursuant to an assignment and assumption agreement in form and substance satisfactory to PNC; (viii) the current holders of 51% of the outstanding capital stock of a Lessee or a Guarantor that is not a publicly traded corporation shall cease to be the shareholders of Lessee or a Guarantor or cease to have the unconditional right to elect a majority of Lessee's or a Guarantor's board of directors (unless Lessee or a Guarantor shall have provided 30-days' prior written notice to PNC of the proposed disposition of stock and PNC shall have consented thereto in writing); (ix) an individual Guarantor shall become legally incapacitated or die; or (x) Lessee and/or a Guarantor shall be in default under any other agreement at any time executed with PNC or any affiliate or subsidiary of PNC Corporation.

(b) If an Event of Default occurs hereunder, then PNC may declare this Agreement to be in default and may do one or more of the following with respect to any or all of the Equipment as PNC, in its sole discretion, may elect, to the extent permitted by, and subject to compliance with any mandatory requirements of applicable law then in effect: (i) terminate this Lease effective immediately as to any or all of the Equipment, provided that, notwithstanding any other demand made by or action taken by PNC hereunder, a termination shall only occur

PNC
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upon written notice by PNC to Lessee and only as to such items of Equipment specified in such notice; or (ii) demand that Lessee, and Lessee shall, at its expense upon such demand, return the Equipment promptly to PNC in the manner and condition required by, and otherwise in accordance with, the provisions of *Section 2* hereof, as if the Equipment were being returned at the expiration of its term of lease hereunder; or (iii) enter upon the premises where the Equipment is located and take possession of any or all Equipment and remove the same, all without liability to PNC or its designated agents for injuries suffered through or damage loss to property or otherwise caused by such repossession; **To The Extent Permitted By Law, Lessee Waives Any And All Rights To Notice And Judicial Hearing With Respect To The Repossession Or Attachment Of The Equipment By PNC In The Event Of Default Hereunder By Lessee;** in the event PNC proceeds pursuant to this *subsection (b)(iii)*, PNC may sell any or all Equipment at public or private sale as is commercially reasonable given the existing conditions on an "***as is, where is***" basis, without recourse or warranties of any kind, or otherwise hold, use, operate, or keep idle such Equipment, as PNC, in its sole discretion, determines is commercially reasonable, free and clear of all rights of Lessee; or (iv) whether or not PNC has exercised any other right hereunder, by written notice to Lessee, cause Lessee to pay PNC (as liquidated damages for loss of a bargain and not as a penalty), on the date specified in such notice, an amount equal to the Rent due and payable on the first Rent Payment Date following the date of the notice of Lease termination plus a sum equal to the appropriate Stipulated Loss Value, determined as of the Rent Payment Date next following the date of the notice of Lease termination as set out in the applicable Schedule; or (v) PNC may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof.

In addition, Lessee shall pay PNC all costs and expenses incurred by PNC as a result of Lessee's default hereunder or the termination hereof, including, without limitation, reasonable attorney's fees and costs arising out of repossession and disposal of the Equipment and the unpaid balance of such costs and expenses shall at all times bear interest at a fluctuating rate equal to one percent (1%) per annum plus the PNC Prime. *Provided* Lessee has previously paid to PNC the sum of the Stipulated Loss Value, Rent due and owing and other costs and expenses incurred pursuant hereto, Lessee shall be entitled to the net proceeds of any such sale, disposition or re-lease of the Equipment to the extent they do not exceed the Stipulated Loss Value. Any excess shall be retained by PNC. To the extent the Equipment is re-leased by PNC, Lessee shall be credited the present value of the lease rental stream at the discount rate of PNC Prime as of the date the re-lease is agreed to between the parties. Furthermore, to the extent the parties to this Lease need to determine the present value of any moneys due under the Lease, the parties agree that the discount rate shall be PNC Prime. "*PNC Prime*" means the fluctuating rate of interest which is publicly announced from time to time by PNC Bank, National Association at its principal place of business as being its "*prime rate*" or "*base rate*" thereafter in effect, with each change in the Prime Rate automatically, immediately and without notice changing the fluctuating interest rate thereafter applicable hereunder. The Prime Rate is not necessarily the lowest rate of interest then available from PNC Bank, National Association on fluctuating rate loans. In addition, Lessee shall continue to be liable for all indemnities under this Lease and for all reasonable attorney fees and other costs and expenses resulting from the termination hereof and/or the exercise of PNC's remedies, including placing any Equipment in the condition required by *Section 7* hereof. Except as expressly provided above, no remedy referred to in this Section is exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to PNC at law or equity; and the exercise or beginning of exercise by PNC of any one or more of such remedies shall not preclude the simultaneous or later exercise by PNC of any other remedies. No express or implied waiver by PNC of an Event of Default shall constitute a waiver of any other or subsequent Event of Default. To the extent permitted by law, Lessee waives any rights now or hereafter conferred by statute or otherwise which may require PNC to sell, re-lease or otherwise use the Equipment in mitigation of PNC's damages or which may otherwise limit or modify any of PNC's rights or remedies.

12. ***Indemnification For Tax Benefits.***

(a) PNC, as the owner of the Equipment, shall be entitled to such deductions, credits and other benefits as are provided by the *Internal Revenue Code of 1986*, as amended, (hereinafter called the "*Code*") to an owner of property.

(b) Lessee agrees that neither it nor any entity controlled by it, in control of it, or under common control with it, directly or indirectly, shall at any time take any action or file any returns or other documents inconsistent with the foregoing and that each of such corporations shall file such returns, take such action and execute such documents as may be reasonable and necessary to facilitate accomplishment of the intent thereof. Lessee agrees to copy or make available for inspection and copying by PNC such records as will enable PNC to determine whether it is entitled to the benefit of any amortization or depreciation deduction which may be available from time to time with respect to the Equipment.

(c) If PNC, under any circumstances or for any reason whatsoever, except for acts of PNC or future changes in the Code, shall lose, shall not have or shall lose the right to claim, or there shall be disallowed or recaptured all or any portion of the federal tax depreciation deductions with respect to any item of Equipment based on depreciation of PNC's full cost of such item of Equipment and computed on the basis of a method of depreciation provided by the Code as PNC in its complete discretion may select, then Lessee agrees to pay PNC upon demand an amount which, after deduction of all taxes required to be paid by PNC in respect to the receipt thereof under the laws of any federal, state or local government or taxing authority of the United States or of any taxing authority or governmental authority of any foreign country, shall be equal to the sum of (i) an amount equal to the additional income taxes paid or payable by PNC in consequence of the failure to obtain the benefit of a depreciation deduction, and (ii) any interest and/or penalty which may be assessed in connection with any of the foregoing.

(d) The provisions of this *Section 12* shall survive the expiration or earlier termination of this Agreement.

13. ***PNC's Rights To Perform.*** If Lessee fails to make any payment required to be made hereunder or fails to comply with any other agreements contained herein, PNC may (but shall not be obligated to) make such payment or comply with such agreement, and the amount of such payment and the reasonable expenses of PNC incurred in connection with such payment or compliance, shall be payable by Lessee on demand. No such performance by PNC shall be deemed a waiver of any rights or remedies of PNC, nor be deemed to cure an Event of Default hereunder.

14. ***Further Assurances.*** Lessee shall, at its expense, promptly and duly execute and deliver to PNC such further documents and assurances and take such further action as PNC may from time to time request in order to more effectively carry out the intent and purpose of this Agreement so as to establish and protect the rights, interest and remedies intended to be created in favor of PNC hereunder, including, without limitation, the execution and filing of financing statements and continuation statements with respect to the Equipment and this Agreement. Lessee authorizes PNC or its agents or assigns to effect any such filing (including signing any financing statements in the name of Lessee with the same force and effect as if signed by Lessee or the filing of any financing statements without the signature of Lessee, if

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permitted in the relevant jurisdiction) and PNC's expenses with respect thereto shall be payable by Lessee on demand. Without PNC's prior written consent, Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCCs filed by PNC pursuant to this Agreement. Lessee hereby acknowledges and agrees that PNC is the owner of the Equipment. To the extent PNC deems it necessary to protect its interest or to the extent this Lease may be construed as transferring ownership of the Equipment from PNC, Lessee grants to PNC a security interest in the Equipment.

15. ***Notices.*** All notices and other communications required to be given to any party hereunder shall be by (i) writing and delivered by a recognized overnight courier service, (ii) mailed by regular mail to such party at the address set forth above or at such other address as it may designate to other parties or (iii) by facsimile to a phone number provided by such party. All communications mailed by regular mail shall be assumed to arrive within 3 business days after the postmarked date.

16. ***Miscellaneous.*** Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability, in any jurisdiction, shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee waives (a) any provision of law which renders any provision hereof unenforceable in any respect; (b) any and all rights and remedies conferred upon a Lessee by *Article 2A* of the *UCC* to revoke, reject or return the Equipment as non-conforming, unsatisfactory, in breach of any warranty or otherwise, or to cancel or repudiate the Lease or any related documents (provided, Lessee retains all rights against the Equipment manufacturer or Supplier).

Provided the Lessee is not in default under any provision of this Lease, PNC shall not interfere with Lessee's quiet enjoyment of the use of the Equipment, pursuant to the terms of this Agreement, and PNC shall defend and protect such quiet enjoyment against all persons claiming by, through or under PNC. This Agreement and the provisions hereof shall inure to the benefit of PNC and its successors and assigns, and shall be binding on and inure to the benefit of Lessee and its successors and assigns.

17. ***Conditions Precedent.*** The obligation of PNC contained in *Section 1* hereof shall be subject to the following conditions precedent: (a) there shall have occurred no material adverse change in the business or the financial condition of Lessee from the date hereof until the Commencement Date of any Schedule; (b) Lessee shall have furnished PNC with a certificate or other evidence satisfactory to PNC that insurance coverage as required by *Section 9* hereof is in effect as to the item of Equipment desired to be leased; (c) upon the request of PNC, Lessee shall furnish PNC opinions of counsel in form and substance acceptable to PNC; (d) unless specifically waived by PNC in writing,
Lessee shall have furnished PNC waivers, in form and substance acceptable to PNC, of all rights in or to Equipment of any landlord or mortgagee of any real property upon which the Equipment is or is to be situated; and (e) all other instruments and legal and corporate proceedings in connection with the transactions contemplated herein shall be satisfactory in form and substance to PNC, and counsel to PNC shall have received copies of all documents which it may have requested in connection therewith.

If any of the above conditions is not satisfied at the time Lessee submits any Schedule, PNC shall have no obligation under this Agreement to lease the items of personal property covered thereby to Lessee.

18. ***Financials.*** Lessee agrees that for so long as any item of Equipment shall be leased under this Agreement, Lessee shall deliver or cause to be delivered to PNC (a) as soon as practicable, and in any event within 60 days after the end of each quarterly period (other than the fourth quarterly period) for each fiscal year of Lessee, the balance sheet of Lessee as of the end of such quarterly period together with the related statements of income and expenses for such quarterly period, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved, and certified by Lessee's chief financial officer; and (b) as soon as practicable, and in any event within 120 days after the close of each fiscal year of Lessee, the audited balance sheet of Lessee as of the end of such fiscal year together with related statements of income and surplus for such fiscal year, all in reasonable detail and prepared in accordance with generally accepted accounting principles consistently applied throughout the period involved, and certified by an independent public accountant acceptable to PNC.

19. ***Representation, Warranties And Covenants.*** Lessee represents, warrants and covenants that (a) if Lessee is a corporation, Lessee is duly organized and validly existing in good standing under the laws of the state of its incorporation, and is duly qualified and licensed to do business as a foreign corporation in good standing in those jurisdictions where such qualifications are necessary to authorize Lessee to carry on its present business and operations and to own its properties or to perform its obligations hereunder; (b) if Lessee is a partnership, Lessee is duly organized and validly existing under the partnership laws of its state of domicile, and is duly authorized in any foreign jurisdiction where such qualification is necessary to authorize Lessee to carry on it present business and operations and to own its properties and to perform its obligations hereunder; (c) if Lessee is a limited liability company, Lessee is duly organized and validly existing under the laws of its state of domicile, and is duly authorized in any foreign jurisdiction where such qualification is necessary to authorize Lessee to carry on it present business and operations and to own its properties and to perform its obligations hereunder; (d) Lessee has full power, authority and legal right to execute, deliver and carry out, as a lessee, the terms and provisions of this Agreement and any other documents in connection with this lease transaction; (e) if Lessee is a corporation, Lessee's execution, delivery and performance of this Agreement and the other documents and agreements referred to herein, and the performance of its obligations under this Agreement, have all been authorized by all necessary corporate action, do not require the approval or consent of stockholders, or of any trustee or holders of any indebtedness or obligation of Lessee, and will not violate any law, governmental rule, regulation or order binding upon Lessee or any provision of any indenture, mortgage, contract or other agreement to which Lessee is a party or by which it is bound or to which it is subject, and will not violate any provision of the Certificate of Incorporation, By-laws or any preferred stock agreement of Lessee; (f) if Lessee is a partnership, Lessee's execution, delivery and performance of this Agreement and the other documents and agreements referred to herein, and the performance of its obligations under this Agreement, have all been authorized by all necessary partnership actions; (g) if Lessee is a limited liability company, Lessee's execution, delivery and performance of this Agreement and the other documents and agreements referred to herein, and the performance of its obligations under this Agreement, have all been authorized by all necessary member action; (h) there are no pending or threatened investigations, actions or proceedings before any court or administrative agency or other tribunal body, which seek to question or set aside any of the transactions contemplated by this Agreement, or which, if adversely determined, would materially affect the condition, business or operation of Lessee; (i) Lessee is not in default in any material manner in the payment or performance of any of its obligations or in the performance of any contract, agreement or other instrument to which it is a party or by which it or any of its assets may be bound; (j) the balance sheet of Lessee as of the end of its most

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recent fiscal year and the related profit and loss statement of Lessee for the fiscal year ended on said date, including the related schedules and notes, together with the report of an independent certified public accountant, heretofore delivered to PNC, are all true and correct and present fairly (x) the financial position of Lessee as at the date of said balance sheet and (y) the results of the operations of Lessee for said fiscal year; (k) all proceedings required to be taken by Lessee to authorize the lease of the Equipment from PNC and to protect PNC's interest in such Equipment, free and clear of all liens and encumbrances whatsoever, have been taken; (l) Lessee has no significant liabilities (contingent or otherwise) which are not disclosed by or reserved against in the financial statements referred to in (j) above; (m) all the financial statements referred to in (j) above have been prepared in accordance with generally accepted accounting principles and practices applied on a basis consistently maintained throughout the period involved; (n) there has been no change which would have a material adverse effect on the business or financial condition of Lessee from that set forth in the balance sheet referred to in (j) above; (o) no authorization, consent, approval, license, exemption of or filing or registration with court, governmental unit or department, commission, board, bureau, agency, instrumentality or the like is required or necessary for the valid execution and delivery of the Agreement, any bill of sale and the other documents and agreements referred to herein; (p) this Master Equipment Lease Agreement, the Schedules and any accompanying documents, having been duly authorized, executed and delivered to PNC, constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally; (q) the Equipment is personal property and neither real property nor a fixture; and (r) no item of Equipment is or will be used for the storage or transport of a Hazardous Material.

The foregoing representations, warranties and covenants shall be deemed to be made on the date hereof and again on the date Lessee executes each Schedule.

20. ***Options.*** PNC and Lessee hereby agree that, so long as no Event of Default shall have occurred and be continuing, Lessee may have such options as are set forth in the applicable Schedule.

21. ***Choice Of Law.*** The rights and liabilities of the parties under this Agreement and each Schedule shall be interpreted, enforced and governed in all respects by the laws of the State of Illinois (without regard to its conflicts of law provisions that would give effect to the laws of another jurisdiction) (the *"State"*). Lessee hereby consents and subjects itself to the jurisdiction of every local, state and federal court within the State, agrees that, except as otherwise required by law, Lessee shall never file or maintain any action or proceeding in connection with this Agreement or any Schedule in any court outside the State, waives personal service of any and all process in connection therewith, and consents to the service of such process upon Lessee in the manner provided in the Agreement for giving notice. **Lessee Hereby Knowingly And Voluntarily Waives Jury Trial In Respect Of Any Action Or Proceeding In Connection With This Agreement Or Any Schedule.**

22. ***Attorney's Fees.*** If either party commences any action to enforce or define any right or obligation of Lessee under this Agreement or any Schedule, the unsuccessful party shall pay to the successful party all reasonable attorney's fees and all other legal expenses (including for expert and other witnesses) for preparation, negotiation, filing, maintenance, defense, settlement and appeal of litigation paid or incurred by such party.

23. ***Headings.*** The headings for the various Sections of this Agreement are intended solely for convenience of reference and are not intended nor shall they be used to construe, explain, modify or place any meaning upon any provision hereof.

24. ***Modification.*** Neither this Agreement nor any Schedule can be modified or amended except by written agreement signed and currently dated by both signatories hereto.

Lessee's Initials: BR

25. ***Counterparts; Originals.*** The parties may execute this Agreement and any Schedule in any number of counterparts. All such counterparts of this Agreement shall constitute one Agreement. One copy of the Agreement and each Schedule shall be designated as the *"Original"* and all other copies shall be *"Duplicates"*. Only the *"Original"* shall constitute chattel paper.

28. ***Lessee's Acknowledgment Of No Extrinsic Promises.*** **Lessee Agrees That There Have Been No Representations, Agreements, Statements, Promises, Understandings Or Inducements (Collectively In This Section *"Promises"*) Made To Lessee By Or On Behalf Of PNC Or Any Third Person In Connection With This Agreement, Any Schedule, Any Equipment Leased Hereunder, Or Any Present Or Future Transaction Of Which This Agreement And/Or Any Schedule Is Or Becomes A Part Other Than Those Promises, If Any, Expressly In Words Made In This Agreement And Each Schedule.**

27. ***Entire Agreement.*** **This Agreement Is An Integration And Each Schedule Is An Integration And Respectively The Entire Agreement Between The Parties Relating To The Subject Matter Of Each Transaction Embraced Thereby. All Agreements, Representations, Promises, Inducements, Statements And Understandings, Prior To And Contemporaneous With This Agreement And Prior To And Contemporaneous With Each Schedule, Written Or Oral, Between The Parties With Respect To The Subject Matter Of Each Such Transaction, If Any, Are And Each Is Superseded By This Agreement And By Each Schedule As It Is Executed.**

[Remainder of page intentionally left blank.]
[Signature page follows]

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Executed as of the 19th day of April, 2010.

Lessee: Quantum Foods, LLC

(a(n) Delaware limited liability company)
(by execution hereof, the signer hereby certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Master Equipment Lease Agreement on behalf of the Lessee)

By: _____

Name: Edward B. Bleka

Title: President and CEO

PNC:

PNCEF, LLC, dba PNC Equipment Finance
(an Indiana limited liability company)

By: _____

Name: Theresa M. Woodman

Title: Assistant Vice President

PNC
EQUIPMENT FINANCE

Addendum To Master Equipment Lease Agreement

This Addendum to Master Equipment Lease Agreement, dated as of October 7, 2011, cancel and supercedes the Addendum dated as of October 6, 2011, and is made to that certain Master Equipment Lease Agreement, dated April 19, 2010 (the "*Agreement*"), and all Equipment Schedules entered into thereunder (the "*Schedules*"; collectively, the Agreement and the Schedules, the "*Lease*"), and entered into by and between PNC Equipment Finance, LLC, a Delaware limited liability company ("*PNCEF*"), with an office located at 995 Dalton Avenue, Cincinnati, Ohio 45203 and Quantum Foods, LLC , a(n) Delaware Corporation, with its principal office at 750 S. Schmidt Road, Bolingbrook, IL 60440 (the "*Lessee*").

Preliminary Statement:

A. PNCEF and Lessee wish to amend the Lease to include to include the following as co-lessees (the "*Co-Lessee*") under the Lease.

- Quantum Culinary, LLC an Illinois limited liability company, 36-4461302
- Choice One Foods, LLC a Delaware limited liability company, 20-2639512
- Quantum Foods 213-D, LLC a Delaware limited liability company, 20-5201862
- GDC Logistics, LLC a Delaware limited liability company, 20-5201997

B. Co-Lessee wishes to be included as a co-lessee under the Lease.

Agreement:

In consideration of the foregoing it is agreed that the Agreement is amended as follows:

1. Co-Lessee. All references to the "Lessee" in the Lease shall include the Co-Lessee.

2. Effective Time. This Addendum shall apply to (*Equipment Schedule(s)*) entered into by the Lessee on the date hereof and to such future Schedules as specifically provided therein.

3. Joint and Several. The obligations of the Lessee and the Co-Lessee under the Lease shall be joint and several. Either the Lessee or the Co-Lessee may execute an Equipment Schedule entered into hereunder without the need for the other party to execute such Equipment Schedule.

4. Representations and Warranties. In addition to the representations and warranties contained in the Lease, the Co-Lessee represents and warrants as follows regarding the Lease and this Addendum: (a) Co-Lessee is duly organized and validly existing in good standing under the laws of the state of its incorporation and is duly qualified and licensed to do business as a foreign corporation in good standing in those jurisdictions where such qualifications are necessary to authorize Co-Lessee to carry on its present business and operations and to own its properties or to perform its obligations hereunder; (b) Co-Lessee has full power, authority and legal right to execute, deliver and carry out as Co-Lessee the terms and provisions of this Addendum and any

other documents in connection with this lease transaction; (c) Co-Lessee's execution, delivery and performance of this Addendum and the other documents and agreements referred to herein, and the performance of its obligations under this Addendum have all been authorized by all necessary corporate action, do not require the approval or consent of stockholders, or of any trustee or holders of any indebtedness or obligation of Co-Lessee and will not violate any law, governmental rule, regulation or order binding upon Co-Lessee or any provision of any indenture, mortgage, contract or other agreement to which Co-Lessee is a party or by which it is bound or to which it is subject, and will not violate any provision of the Certificate of Incorporation, By-laws or any preferred stock agreement of Co-Lessee; (d) there are no pending or threatened investigations, actions or proceedings before any court or administrative agency or other tribunal body, which seek to question or set aside any of the transactions contemplated by this Addendum, or which, if adversely determined, would materially affect the condition, business or operation of Co-Lessee; (e) Co-Lessee is not in default in any material manner in the payment or performance of any of its obligations or in the performance of any contract, agreement or other instrument to which it is a party or by which it or any of its assets may be bound; (f) all proceedings required to be taken by Co-Lessee to authorize the lease of the Equipment from PNCEF and to protect PNCEF's interest in such Equipment, free and clear of all liens and encumbrances whatsoever, have been taken; (g) Co-Lessee has no significant liabilities (contingent or otherwise) which are not disclosed by or reserved against the financial statements referred to in (h) hereto; (h) all provided financial statements have been prepared in accordance with generally accepted accounting principles and practices applied on a basis consistently maintained throughout the period involved; (i) there has been no change which would have a material adverse effect on the business or financial condition of Co-Lessee from that set forth in the balance sheet referred to in (h) above; (j) no authorization, consent, approval, license, exemption of or filing or registration with a court, governmental unit or department, commission, board, bureau, agency, instrumentality or the like is required or necessary for the valid execution and delivery of this Addendum, any bill of sale and the other documents and agreements referred to herein; (k) the Agreement, the Schedules and any accompanying documents, having been duly authorized, executed and delivered to PNCEF, constitute legal, valid and binding obligations of Co-Lessee, enforceable against Co-Lessee in accordance with the terms thereof except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally; (l) the Equipment is personal property and neither real property nor a fixture, and (m) no item of Equipment is or will be used for the storage or transport of a Hazardous Material.

The foregoing representations, warranties and covenants shall be deemed to be made on the date hereof and again on the date Co-Lessee executes each Equipment Schedule.

5. Reaffirmation. Except as otherwise provided herein, the remaining terms and provisions of the Lease are hereby ratified and reaffirmed.

The Parties Hereto have caused this Addendum to be executed by their respective authorized officers as of the day and year first above set forth.

PNC Equipment Finance, LLC
(a Delaware limited liability company)

By: _____

Written Name: Theresa M. Woodman

Title: Assistant Vice President

QUANTUM FOODS, LLC
(a Delaware limited liability company)

By: _____

Written Name: Edward B. Bleka

Title: President + CFO

QUANTUM CULINARY, LLC
(a Illinois limited liability company)

By: _____

Written Name: Edward B. Bleka

Title: President + CEO

CHOICE ONE FOODS, LLC
(a Delaware limited liability company)

By: _____

Written Name: Edward B. Bleka

Title: President + CEO

QUANTUM FOODS 213-D, LLC
(a Delaware limited liability company)

By: _____

Written Name: Edward B. Bleka

Title: President + CEO

GDC LOGISTICS, LLC
(a Delaware limited liability company)

By: _____

Written Name: Edward B. Bleka

Title: President + CEO

NATIONAL CITY COMMERCIAL CAPITAL CORPORATION

MASTER ASSIGNMENT AGREEMENT

THIS MASTER ASSIGNMENT AGREEMENT ("Agreement") is made as of the 30th day of March, 2006, by and between NATIONAL CITY COMMERCIAL CAPITAL CORPORATION ("Assignor") and GENERAL ELECTRIC CAPITAL CORPORATION ("Assignee").

From time to time Assignor shall enter into master lease agreements of various dates (collectively the "Leases", and individually a "Lease") with various lessees (collectively the "Lessees", and individually a "Lessee"), pursuant to which Assignor shall have the right and obligation to acquire an interest in items of equipment from various vendors or the Lessees (collectively the "Vendors", and individually a "Vendor") and lease such equipment to the Lessees pursuant to the Leases. The Leases shall contemplate the execution of equipment schedules incorporating by reference the terms of the Lease and specifying the lease term and rental with respect to the described equipment.

Assignor desires to sell and assign to Assignee from time to time, and Assignee desires to purchase and assume from Assignor from time to time, certain of Assignor's rights, obligations and interest in and to (a) items of equipment acquired by Assignor from Vendors and leased by Assignor to a Lessee pursuant to and on the terms of a Lease, and (b) the lessor's position under and pursuant to such Lease.

Assignor is willing to sell and assign and Assignee is willing to purchase and assume said interests on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, the mutual promises made herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Conveyance; Purchase Price.

(a) Conveyance. In exchange for Assignee's agreement to pay to Assignor the Consideration (as defined in part (b) of this Section), and all of Assignee's other agreements hereunder, Assignor hereby agrees to sell, assign, transfer and set over to Assignee all of Assignor's rights, obligations and interest (the "Interest"), and Assignee agrees fully to accept and assume same, in, under and to (1) those certain equipment schedules executed pursuant to Leases (such equipment schedules, incorporating by reference the terms and conditions of the Leases, solely as they relate to said equipment schedules, being individually referred to as the "Equipment Schedule" and collectively as the "Equipment Schedules") more specifically described on Specifications of Assigned Equipment Schedules (in substantially the form attached hereto as Exhibit No. 1) which shall be executed from time to time by Assignor and Assignee pursuant to the terms hereof (the "Specification"), including the right to receive any and all sums due and to become due under, or recoverable in connection with, such Equipment Schedules, including, but not limited to, all rental payments and other payments due and to become due under the Equipment Schedules on or after the date of execution of the Specification with respect thereto, all monies due or to become due in connection with the exercise by Lessee of any option to purchase the Equipment (as such term is hereinafter defined), all monies, including insurance proceeds, payable upon the theft, loss, damage, destruction or condemnation of the Equipment, and all monies payable or recoverable following a default by Lessee; and (2) in the equipment described in and leased under each such Equipment Schedule (the "Equipment"), including, but not limited to, the residual value of the Equipment at the termination of the Equipment Schedule, and (3) those certain guaranties (if any) solely as they relate to said Equipment Schedules (such guaranties being individually referred to as the "Guaranty" and collectively as the "Guaranties") and the additional documents more specifically described on the Specifications (and together with the Equipment Schedules being collectively referred to as the "Lease Documents"); and (4) those certain agreements with the Vendors (if any) solely as they relate to the Equipment (such agreements being collectively referred to as the "Vendor Agreements"; and together with the Lease Documents being collectively referred to as the "Transaction Documents") more specifically described on the Specifications, including (without limitation) all manufacturers' and/or vendors' warranties with respect to the Equipment; and (5) all of Assignor's rights and remedies under the Transaction Documents, including, but not limited to, the right to initiate and conclude any and all proceedings, legal, equitable or otherwise, that Assignor might otherwise take, save for this Agreement. The sale, assignment, delegation, transfer and setting over by Assignor to Assignee under each

Specification shall (A) hereinafter be referred to as a "Conveyance", and (B) be evidenced by, and effective upon and after, the execution and delivery by both parties of such Specification and Assignor's receipt of the related Consideration.

(b) Consideration. In exchange for each conveyance by Assignor pursuant hereto and as evidenced by a Specification, Assignee shall pay to Assignor, in immediately available funds, the full amount of the Consideration specified on each such Specification executed by Assignor and Assignee (the "Consideration").

(c) Acceptance. Upon its execution and delivery of each Specification, Assignee shall be deemed to have accepted the Conveyance of, and assumed exclusive responsibility with respect to, the Interest being conveyed in connection with such Specification.

(d) Excluded Rights and Obligations. Notwithstanding any provision of this Agreement or any Specification to the contrary, the Interest conveyed pursuant to each Specification shall expressly exclude any and all of the obligations, liabilities, rights, remedies and benefits under or with respect to any of the Transaction Documents or Equipment described in the Schedule A to such Specification, to the extent the same arose, accrued or were payable during, or were attributable to, the period prior to the Conveyance evidenced thereby becoming effective; provided, however, with respect to any indemnifications or other provisions of the Transaction Documents that are and remain exercisable or otherwise for the benefit of both Assignor and Assignee after giving effect to the Conveyance, each of Assignor and Assignee shall be entitled to the non-exclusive rights and benefits of the same to the extent such indemnifications or other provisions relate to such party (e.g., a claim against or harm suffered by either such party for which an indemnification is available under the Transaction Documents); provided, further, in no event shall Assignor have any rights to cancel or terminate any of the Lease Documents, or demand any rent or liquidated damages, or take any action with respect to the Equipment after consummating the Conveyance. All such excluded obligations, liabilities, rights, remedies and benefits (the "Retained Interest") shall be so retained by Assignor.

2. Assignor's Warranties and Representations; Disclaimer.

(a) Warranties and Representations.

(1) With respect to each Specification entered into in connection herewith, Assignor hereby warrants and represents that, effective on the date on which Assignor executes such Specification:

(i) each of the Transaction Documents to which Assignor is a party which is the subject thereof: has been ~~duly and validly authorized, executed and delivered by Assignor; is in full force and effect with respect to Assignor; and~~ constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided therein;

(ii) Assignor has no knowledge that a Default or an Event of Default (as such terms are defined in the subject Lease) has occurred under the Lease Documents described on the Specification;

(iii) the information set forth on the Specification is true and correct, and the Transaction Documents described on the Specification and its attached schedule are all of the documents executed or delivered to or by Assignor in connection with the Equipment Schedule, and such documents constitute the entire agreement of the parties with respect to the transaction evidenced thereby;

(iv) Assignor has not heretofore assigned or pledged the Interest assigned under the Specification;

(v) Assignor has no knowledge that each of the Lease Documents to which the Lessee (as such term is hereinafter defined) is a party, and each of the Vendor Agreements, has not been duly and validly authorized, executed and delivered by the Lessee and/or the Vendor, as applicable; is not in full force and effect with respect to the Lessee and/or the Vendor, as applicable; and does not constitute the legal, valid and binding obligations of the Lessee and/or the Vendor, as applicable, enforceable against such party in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided therein;

(vi) Assignor is the lawful owner and holder of the Equipment Schedule described on such Specification and received such interest in the Equipment described in such Equipment Schedule as was conveyed to it by the transferor thereof and continues to hold such interest in the Equipment free and clear from all liens and encumbrances arising through or created by Assignor, except for the interest of Lessee pursuant to the Equipment Schedule;

(vii) the aggregate of unpaid rentals for the Equipment Schedule described in such Specification as shown in the Specification is correct, and rentals are due in scheduled payments following the date on which Assignor executes the Specification in accordance with the terms of such Equipment Schedule;

(viii) Assignor has no knowledge that the Equipment Schedule described in such Specification is subject to any defense, claim, counterclaim, set-off or any right to cancellation or termination; and

(ix) Assignor has no knowledge of any facts impairing the value or validity of the Equipment Schedule described in such Specification or any other of the Transaction Documents, any rights created thereby, the Equipment described in such Equipment Schedule or this Agreement.

(2) Assignor hereby warrants and represents that:

(i) the execution by Assignor of this Agreement and of the Transaction Documents to which it is a party and its participation in the transaction specified herein is in its ordinary course of business and within the scope of its existing corporate authority;

(ii) there is no action, suit or proceeding pending against Assignor before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party;

(iii) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party;

(iv) the execution, delivery and performance by Assignor of this Agreement and the Transaction Documents to which Assignor is a party and the transactions contemplated hereby and thereby do not contravene any provisions of law applicable to Assignor and do not conflict and are not inconsistent with, and will not result (with or ~~without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent~~ under, or result in the creation of any lien, charge or encumbrance upon the Equipment or the Equipment Schedule under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Assignor is a party, by which Assignor may be bound, to which Assignor or its property may be subject, or Assignor's Charter or By-Laws; and

(v) this Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein.

As used in this Agreement, the term "Assignor has no knowledge" shall mean that no responsible officer of Assignor has any actual knowledge that the matter being so represented or warranted is incorrect or misleading in any material respect, and that Assignor has not undertaken, nor is it obligated to undertake, any due diligence or other inquiry for the purpose of making such representation or warranty to Assignee.

(b) Disclaimer. Except as set forth in this Section 2, Assignor has not heretofore made, nor does it make by this Agreement or any Specification entered into in connection herewith, any representations or warranties; and with respect to interest in the Equipment conveyed pursuant hereto, ASSIGNOR CONVEYS THE INTEREST IN THE EQUIPMENT WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE (OTHER THAN TO THE EXTENT SET FORTH IN SECTION 2(a)(1)(vi) HEREOF), MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR FREEDOM FROM CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT. Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to, the solvency, financial condition or statements of the Lessee; or with respect to the performance or observance by the Lessee

of its obligations under the Equipment Schedule described on a Specification or the Transaction Documents related thereto, after the date of execution of the Specification.

3. Assignee's Warranties and Representations. (a) With respect to each Specification entered into in connection herewith, Assignee hereby warrants and represents that, effective on the date on which Assignee executes such Specification:

(i) it has independently and without reliance upon Assignor conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate and made its own analysis of the Equipment Schedule;

(ii) it has not relied upon any investigation or analysis conducted by, advice or communication from, nor any warranty or representation by, Assignor or any agent or employee of Assignor, express or implied, concerning the financial condition of the Lessee, or the tax or economic benefits of an investment in the Equipment Schedule;

(iii) it has had access to all financial and other information that it deems necessary to evaluate the merits and risks of an investment in the Equipment Schedule including the opportunity to ask questions, receive answers and obtain additional information from Assignor and the Lessee necessary to verify the accuracy of information provided;

(iv) it acknowledges that Assignor takes no responsibility for any financial information regarding the Lessee furnished to Assignee by Assignor, and it or its authorized representatives acting on its behalf have such knowledge and experience in business and financial matters necessary to evaluate the merits and risks of an investment in the Equipment Schedule;

(v) it is experienced in making investments in lease transactions similar to the Equipment Schedule and it is financially able to undertake the risks involved in such an investment; and

(vi) Assignee does not and shall not have any recourse to Assignor with respect to any defaults by any Lessee under any of the Lease Documents, or any party to any of the Vendor Agreements.

(b) Assignee hereby warrants and represents that:

(i) the execution of this Agreement on its behalf and its participation in the transaction specified herein is in its ordinary course of business and within the scope of its existing corporate authority;

(ii) there is no action, suit or proceeding pending against Assignee before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignee of this Agreement or the performance by Assignee under any of the Lease Documents;

(iii) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Assignee of this Agreement or the performance by Assignee under any of the Transaction Documents;

(iv) the execution, delivery and performance by Assignee of this Agreement and the performance by Assignee under the Transaction Documents and the transactions contemplated hereby and thereby do not contravene any provisions of law applicable to Assignee and do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Assignee is a party, by which Assignee may be bound, to which Assignee or its property may be subject, or Assignee's Charter or By-Laws; and

(v) this Agreement constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein.

4. Mutual Warranties and Representations. Each of Assignor and Assignee represents and warrants that:

(a) it understands that the conveyance of the Interest, to the extent it may involve the sale of a security, is being offered and sold without registration under the Securities Act of 1933, as amended (the "Act") and applicable state securities laws in reliance upon an exemption from the registration requirements of the Act and applicable state securities laws; and

(b) it understands that the conveyance of the Interest, to the extent it may involve the sale of a security, is subject to restrictions on transferability and resale except as permitted under the Act and applicable state securities laws and Assignee is acquiring the Interest solely for its own account, for investment, and not with a view to resale.

5. Delivery of Documents. This Agreement shall not become effective with respect to any Specification or Equipment Schedule until, with respect to each Specification and/or Equipment Schedule, Assignor shall have delivered to Assignee:

(a) the executed chattel paper original of the Equipment Schedule conveyed thereby;

(b) certified true and correct photocopies of the related Lease and other Transaction Documents in Assignor's possession which directly relate to the subject Equipment Schedule and the Equipment;

(c) a Notice and Acknowledgment of Assignment in substantially the form attached hereto as Exhibit No. 2A or 2B, as applicable, duly executed by Assignor and the lessee and/or guarantor thereunder (said lessee and/or guarantor, as applicable, together with its successors and assigns, as appropriate, being collectively referred to as the "Lessee");

(d) a bill of sale for the subject Equipment in substantially the form attached hereto as Exhibit No. 3; and

(e) such documents and instruments (if any) as reasonably may be required by Assignee to effect the assignment by Assignor to Assignee of any warranties under the Vendor Agreements solely to the extent applicable to the Equipment.

6. Covenants. (a) Each of the parties covenants and agrees promptly to remit to the other party payments incorrectly received by such party with respect to the Equipment Schedules or the Equipment after the execution of a Specification with respect thereto.

(b) Assignor and Assignee shall not, without the prior written consent of the other, take any action which impairs the rights of the other party (or its assignee or successor) with respect to those equipment schedules in and to which such covenanting party has no right, title or interest; provided, that the foregoing covenant shall not require either party to obtain the consent of the other prior to exercising any of its rights and remedies under any Lease if such exercise relates solely to the equipment schedule(s) then owned by such party.

(c) Assignee may at all reasonable times, after giving Assignor reasonable prior written notice thereof, inspect and audit such of Assignor's books and records as are directly relevant to the Equipment Schedules.

(d) Assignor hereby authorizes Assignee to file such Uniform Commercial Code financing statement amendments as reasonably may be required to effect the assignment to Assignee of any and all Uniform Commercial Code filings made by Assignor with respect to the applicable Equipment Schedule and the Equipment. Assignee shall not file any Uniform Commercial Code financing statement designating Assignor as the "debtor" with respect to the transaction contemplated hereby.

7. TaxesWith respect to each Specification:

(a) Assignor shall be solely responsible for, and shall indemnify, protect, defend, save and keep harmless, Assignee and each of its affiliates, and their respective officers, directors, employees and agents (each an "Assignee Indemnitee"), on an after-tax basis, from and against any and all taxes, fees, levies, imposts, duties, charges, assessments and withholdings, of any kind or nature whatsoever ("Taxes"), in each such case, to the extent any of the same are attributable or otherwise assessed with respect to the period prior to the Conveyance, together with any assessments, penalties, fines, additions to tax or interest thereon, which at any time or from time to time may be imposed on, or asserted against, the Equipment (or any part thereof or any interest therein) or any Assignee Indemnitee, by any Federal, state, local or foreign government or taxing authority in connection with or relating to the Equipment (or any part thereof or interest therein), any Equipment Schedule or any other Transaction Document, or any of the transactions

contemplated hereby and thereby; but only to the extent, if any, that such Assignee Indemnitee is not otherwise indemnified with respect thereto under the Transaction Documents; and

(b) Assignee shall be solely responsible for, and shall indemnify, protect, defend, save and keep harmless, Assignor and each of its affiliates, and their respective officers, directors, employees and agents (each an "Assignor Indemnitee"), on an after-tax basis, from and against any and all Taxes, in each such case, to the extent any of the same are attributable or otherwise assessed with respect to the period subsequent to the Conveyance, together with any assessments, penalties, fines additions to tax or interest thereon, which at any time or from time to time may be imposed on, or asserted against, the Equipment (or any part thereof or any interest therein) or any Assignor Indemnitee, by any federal, state, local or foreign government or taxing authority in connection with or relating to the Equipment (or any part thereof or interest therein), any Equipment Schedule or any other Transaction Document, or any of the transactions contemplated hereby and thereby; but only to the extent, if any, that such Assignor Indemnitee is not otherwise indemnified with respect thereto under the Transaction Documents.

8. Miscellaneous.

(a) Assignment. The rights and obligations of the parties hereunder may be assigned upon ten (10) days' prior written notice to the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

(b) Notices. All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

(c) Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OHIO (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

(e) Titles. Section titles are for convenience of reference only and shall not be of any legal effect.

(f) Further Assurances. The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Assignee and its successors and assigns, all and singular, the Transaction Documents hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

(g) Not an Extension of Credit. This Agreement constitutes a sale of 100% ownership interest in the Interest and shall in no way be construed as an extension of credit by Assignee to Assignor. Assignor waives and releases any right, title or interest that it may have (whether pursuant to a "cross-collateralization" provision or otherwise) in and to any of the Interest, the Equipment Schedules and/or the Equipment.

(h) Waiver of Jury Trial. ASSIGNOR AND ASSIGNEE HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS, ANY DEALINGS BETWEEN ASSIGNOR AND ASSIGNEE RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN ASSIGNOR AND ASSIGNEE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY

SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR THE TRANSACTION DOCUMENTS, IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(i) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(j) Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

(k) Transaction Expenses. Each of Assignor and Assignee shall bear and be responsible for its own costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any other agreements, documents, certificates and instruments relating hereto, and it shall not have any right of reimbursement or indemnity for such costs and expenses as against the other party.

(l) Survival. The respective representations, warranties, obligations, liabilities, duties and indemnities of Assignor and Assignee contained in this Agreement and the other Assignment Documents and agreements relating hereto shall survive the execution and delivery of each Specification and the consummation of the transfer evidenced thereby.

9. Fiscal Agency: Solely with respect to those certain Equipment Schedules covered by a Specification to which this Section expressly applies (and to the extent expressly noted on such Specification; each such Equipment Schedule, an "Applicable Schedule") all of the following shall apply:

(a) Extent of Agency. It is the intent and purpose of the parties that Assignor, on behalf of Assignee, shall bill for, collect and receive all (1) rentals, (2) sales and use taxes, and any other taxes based on the rents due under each Applicable Schedule ("Sales and Use Taxes"), and (3) other sums payable under each Applicable Schedule (other than personal property taxes and other similar taxes relating to the Equipment; "Personal Property Taxes"), excluding payments made as a result of a loss or damage to the Equipment, but shall not otherwise exercise any other rights, powers or privileges of the lessor under the Applicable Schedule. To the extent that any taxes payable with respect to the Applicable Schedule and/or the Equipment are received from the Lessee by Assignor, as fiscal agent, such collected taxes will be remitted to Assignee in accordance with the terms of this Assignment. Assignee shall have the obligation to prepare all required tax returns, and to remit to the appropriate agencies, all Sales and Use Taxes, Personal Property Taxes and other taxes required to be paid in connection with the Applicable Schedule and/or the Equipment, and Assignor shall have no responsibility for the performance of such obligations. Upon the request of Assignor, Assignee shall deliver to Assignor Assignee's sales tax registration number. In the event of a default under any Applicable Schedule or an event which with the giving of notice or passage of time or both would constitute a default thereunder (any such event, an "Event of Default"), this fiscal agency shall terminate and Assignee shall have the sole right to exercise any and all remedies available to it in connection with each Applicable Schedule or any item of Equipment which is the subject of the Event of Default. If either party has actual knowledge of an Event of Default, it shall promptly notify the other party thereof. As used in this Assignment, "actual knowledge" shall mean the actual knowledge of the President, any Senior Vice President, or any Vice President of Assignor's Commercial Equipment Finance unit or Assignee.

(b) Appointment. In furtherance of the parties' intent, Assignee hereby appoints Assignor its fiscal agent and attorney-in-fact on the express terms set forth herein, and Assignor accepts such appointment. Assignor shall act as the fiscal agent for Assignee hereunder without compensation except as herein provided. The parties agree from time to time to (i) execute and deliver such documents, notices, directions and other instruments as may be necessary or appropriate to cause all monies, credit or other property to be paid, distributed or delivered to Assignor or as may be desirable in obtaining the full benefits of this Agreement and the rights and powers herein granted and (ii) cooperate with each other in connection with any audit by a taxing authority of the billing, collection or payment of Sales and Use Taxes, including providing proof of payment of such Sales and Use Taxes.

(c) Payments. All monies received by Assignor as fiscal agent for Assignee under or pursuant to any provision of this Agreement shall be held by Assignor in trust as fiscal agent for Assignee for the purpose for which they were paid, but need not be segregated in any manner from any other monies of Assignor and may be deposited by Assignor in any

general account maintained by it. Except with respect to Periodic Payments (as hereinafter defined) paid under an Account (as hereinafter defined) with which Assignor is making Advances (as hereinafter defined) pursuant to subsection (d) of this Section, promptly upon receipt of such monies (in good collected funds) by Assignor as fiscal agent for Assignee, Assignor shall make such monies available to Assignee by wire transfer of such monies to Assignee at such account as Assignee may specify in writing from time to time. If any monies received by Assignor from or on behalf of Lessee are subsequently dishonored or if it is otherwise determined that any such monies received by Assignor do not constitute good funds, then Assignee, promptly upon request from Assignor, will remit to Assignor in good funds such monies that had been remitted by Assignor to Assignee on account of the affected payment. If Assignor determines at any time that any amount received or collected by Assignor in respect of the Applicable Schedule or pursuant to any other Lease Document must be returned to the Lessee or paid to any other person or entity pursuant to any federal or state insolvency law, then notwithstanding any other provision of this Agreement, Assignor shall not be required to distribute any portion thereof to Assignee, and Assignee will promptly (but in any event on the next Business Day) after demand by Assignor repay any such amount(s) that Assignor shall have distributed to Assignee, together with interest thereon at such rate, if any, as Assignor shall pay to Lessee or such other person or entity with respect thereto.

(d) Servicer Advances.

(1) With respect to those Applicable Schedules that Assignor elects to make Advances (as hereinafter defined) (each an "Account" and, collectively, the "Accounts"), Assignor shall pay all periodic rental payments and related sales and use taxes that are payable on such rental payments (collectively, the "Periodic Payments") due from the Lessee under the applicable Account on the 5th day of a month (or the next business Day if the 5th is not a business Day) with respect to Periodic Payments that are due between the 1st and 15th day of such month and on the 20th day of a month (or the next business Day in the event the 20th is not a business Day) with respect to Periodic Payments that are due between the 16th and 31st day of such month (each a "Payment Date"), whether or not Assignor has received payment of the corresponding Periodic Payment from the Lessee. Payments made by Assignor pursuant to the preceding sentence are hereinafter referred to as "Advances". The election of which Accounts Assignor will make Advances hereunder is at Assignor's sole discretion and will be reflected on the reports that Assignor delivers to the Assignee pursuant to subparagraph (2) hereof. Assignor will make Advances in an amount up to one Periodic Payment, at any one time, per each Account. Advances will be repaid to Assignor as follows: (i) by the Lessee; (ii) by the Assignee at the time servicing is terminated; or (iii) by the Assignee within thirty (30) days after the Payment Date. In the event Lessee fails to pay to Assignor monies in an amount sufficient to reimburse Assignor for an Advance in full within thirty (30) days after the Payment Date, (i) Assignor shall notify the Assignee of such non-payment in the report described in subparagraph (2) hereof and (ii) within three (3) business Days after such notice the Assignee shall wire transfer monies to Assignor in an amount sufficient to reimburse Assignor for the Advance at such account as Assignor may specify in writing from time to time. Assignor shall be entitled to collect, enforce and retain as servicing compensation any late charges or interest related to any Periodic Payment with respect to which Assignor has made an Advance. Late charges related to any period after which Assignee has repaid an Advance will be paid to Assignee.

(2) On or before two (2) days prior to each Payment Date, Assignor shall provide to the Assignee a written report containing the following information: (i) the name of the Lessees on the Accounts that will be subject to an Advance, (ii) the applicable due date to which the Advance relates, (iii) Assignor's Account number, (iv) Assignee's Account number, and (v) the amount of the Advance. Each report will also contain a list of (x) all other accounts that have been assigned or sold to the Assignee pursuant to this Agreement and any other assignment agreements or participation agreements under which Assignor is acting as fiscal agent but is not providing Advances to the Assignee and showing the amount and date of the next Periodic Payment (or the equivalent thereof) of such other accounts and (y) delinquent Periodic Payments under Accounts that Assignor has provided Advances.

(3) Assignor's rights and duties to make Advances shall be terminated upon the following: (i) written notice by Assignor with respect to any Account that has a Periodic Payment 30 days or more overdue, (ii) written notice by Assignor to the Assignee notifying Assignee that Assignor will not make any further Advances with respect to an Account under which a default or an event with the giving of notice, the passage of time or both would become a default has occurred under such Account, (iii) written notice by the Assignee to Assignor notifying Assignor that the Assignee is terminating Assignor's right to make any further Advances with respect to an Account under which a default or an event with the giving of notice, the passage of time or both would become a default has occurred under such Account, (iv) Assignee and Assignor agree to such termination in writing, (v) the bankruptcy or insolvency of Assignor or Assignee, (vi) written notice by Assignor to the Assignee notifying the Assignee that Assignor will not make any further Advances with respect to an Account without any stated reason, or (vii) written notice by Assignee

that Assignor has not timely made an Advance under a particular Account or otherwise breached its obligations hereunder with respect to such Account. Any terminations shall not reduce any obligations of the parties that occurred prior to such termination.

(e) Limitations of Agency. Without the prior written consent of Assignee, Assignor shall not enter into any agreement or take any action with the intention of directly or indirectly (1) permitting amendment or modification of, or deviation from, any of the terms of any Applicable Schedule; or (2) accelerating or otherwise changing the payment terms of any Applicable Schedule. Assignor shall not be obligated to institute any legal action on behalf of Assignee.

(f) Limitations of Liability. (1) Assignor undertakes to perform as fiscal agent on behalf of Assignee such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Agreement against Assignor. (2) In all events as fiscal agent pursuant to the terms of this Section, Assignor is entitled to use its discretion in respect to exercising or refraining from exercising any rights, or taking or refraining from taking any action which may be vested in Assignor under each Applicable Schedule, or which Assignor may be entitled to take or assert under any Applicable Schedule or any other agreements or instruments, and Assignor shall not be liable to Assignee for any action taken or omitted to be taken by it hereunder or pursuant hereto, except for the failure to make available promptly (after receipt and final collection) to Assignee such sums as are required to be remitted to Assignee pursuant to subpart (c) of this Section. (3) In acting in the future as fiscal agent for Assignee hereunder, Assignor may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties; and Assignor shall not be bound to make any investigation into the facts or matters stated in any such resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document. (4) Assignor may exercise its powers and perform its duties as fiscal agent by or through such attorneys, agents and servants as it shall appoint, and it shall be entitled to the advice of counsel in anything done or omitted to be done in accordance with such advice; and Assignor shall not be required to take any action nor shall any provision herein set forth be deemed to impose a duty on Assignor to take any action, if Assignor shall have been advised by counsel that such action is contrary to the terms of any Applicable Schedule or is otherwise contrary to law.

(g) Costs. No provisions hereof shall require Assignor to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as fiscal agent for Assignee hereunder. Any expenses incurred by Assignor in connection with its performance of its obligations under this Section shall be borne by Assignee and Assignee shall reimburse Assignor for any such out-of-pocket costs and expenses incurred by Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Master Assignment Agreement to be executed as of the day and year first above written.

NATIONAL CITY COMMERCIAL CAPITAL CORPORATION
Assignor

By: _____
Name: William C. Badgio
Title: Senior Vice President

629 Euclid Ave., NCB Building Suite 1510
Cleveland, Ohio 44114
Facsimile: 888-238-4581

GENERAL ELECTRIC CAPITAL CORPORATION
Assignee

By: _____
Name: L.K. McKnight
Title: Ops Mgr

4 North Park Drive, Suite 500
Hunt Valley, MD 21030-1801
Facsimile: 410-527-9395

EXHIBIT NO. 1

SPECIFICATION OF ASSIGNED EQUIPMENT SCHEDULE

Executed pursuant to the Master Assignment Agreement dated as of the _____ day of _____, _____ (the "Agreement"), by and between NATIONAL CITY COMMERCIAL CAPITAL CORPORATION, as Assignor, and _____, as Assignee.

This Specification is dated, and the assignment of the Interest described below is effective, as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessee: _____.

2. Date of Master Lease Agreement: _____, _____.

3. Equipment Schedule No(s). _____.

4. Total Invoice Cost: $_____.

5. Term of Lease: _____ (_____) months/quarters.

6. Rentals: $_____, payable in advance/arrears.

7. Consideration: $_____.

8. Fiscal Agency: The fiscal agency provided in Section 9 of the Agreement [is/is not] applicable with respect to the Transaction Documents described on this Specification.

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Date of Execution: _____, _____

NATIONAL CITY COMMERCIAL CAPITAL CORPORATION
Assignor

By:_____
Name:_____
Title:_____

_____
Assignee

By:_____
Name:_____
Title:_____

SCHEDULE A TO SPECIFICATION
OF ASSIGNED EQUIPMENT SCHEDULE

Attached to and made a part of Specification of Assigned Equipment Schedule dated _____, _____.

The Lease Documents are as follows:

1. Master Lease Agreement dated as of _____, _____, between National City Commercial Capital Corporation, as lessor ("Lessor"), and _____, as lessee ("Lessee"), with Riders Nos. 1-_____ attached thereto.

2. Corporate Certificate of Resolutions dated _____, _____, executed by _____, _____ of Lessee.

3. Opinion of counsel for Lessee dated _____, _____, addressed to Lessor from _____.

4. Master Lease Guaranty dated as of _____, _____, by _____ ("Guarantor"), in favor of Lessor.

5. Corporate Certificate of Resolutions dated _____, _____, executed by _____, _____ of Guarantor.

6. Opinion of counsel for Guarantor dated _____, _____, addressed to Lessor from _____.

7. Real Property Waiver dated _____, _____, by _____ in favor of Lessor.

8. Certificate of insurance dated _____, _____, by _____, issued to Lessor as certificate holder.

9. Uniform Commercial Code financing statements showing Lessor, as lessor/secured party, and Lessee, as lessee/debtor, filed on _____, _____, in the office of _____, identification no. _____.

The Vendor Agreements are as follows:

a. _____ Agreement dated as of _____, _____, between _____ and _____.

b. _____ Agreement dated as of _____, _____, between _____ and _____.

EXHIBIT NO. 2A

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Agreement dated as of _____, _____ (the "Lease"), between National City Commercial Capital Corporation ("Assignor") and _____ ("Lessee").

Assignor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Assignor has sold and assigned to _____ ("Assignee"), whose offices are at _____, all rights, interest and obligations of Assignor in and to (a) Equipment Schedule No. ___ executed pursuant to the Lease, (b) to the extent incorporated therein by reference, the Lease, and (c) the Equipment described on such Equipment Schedule (the "Equipment"). As used in this Notice and Acknowledgment of Assignment, the term "Designated Schedule" shall mean, collectively, Equipment Schedule No. _____ and, to the extent incorporated therein, the Lease. From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Designated Schedule or with respect to the Equipment shall be paid [to Assignor as fiscal agent for Assignee and upon receipt of notice from Assignee of the termination of such fiscal agency] to Assignee as directed in Assignee's invoices.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee certifies, confirms and agrees as follows:

1. The Lease and the Designated Schedule have been duly authorized, executed and delivered by Lessee; constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by Lessee; are not subject to any defenses, set-offs, claims, counterclaims, or any right to cancellation or termination; and no default by Assignor or Lessee or event which, with the passage of time or the giving of notice, or both, would constitute a default by Assignor or Lessee under the Lease has occurred. All names, addresses, signatures, amounts and other facts contained in the Lease and the Designated Schedule are correct.

2. There are no modifications, amendments or supplements to the Lease which relate to the Designated Schedule; and any future modification, termination, amendment or supplement to the Lease which relates to the Designated Schedule, or settlement of amounts due thereunder which relates to the Designated Schedule, shall be ineffective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Designated Schedule. No casualty has occurred with respect to the Equipment.

4. There has been no prepayment of rent or other sums payable under the Designated Schedule. Payments of any and all monies due under the Lease and the Designated Schedule have been and will continue to be paid in strict accordance with the terms thereof. The Designated Schedule is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of the date hereof, there are _____ (_____) rental payments, each in the amount of $_____, remaining to be paid under the Designated Schedule.

5. Lessee acknowledges and agrees that (i) Assignee shall be the owner of the interest in the Equipment and Assignor shall have no interest or authority of any nature regarding the Equipment or the Designated Schedule, (ii) Lessee will deal exclusively with respect to the Designated Schedule with Assignee, and Lessee will deliver copies of all notices and other communications given or made by Lessee to Assignee at the address listed above, (iii) so far as enforcement of the Designated Schedule is concerned, notwithstanding the existence of other schedules or supplements thereto, the Designated Schedule is separate and severable and Assignee may take enforcement action independently of other assignees, equipment owners or financing parties having an interest in the Lease and other equipment schedules not included in the Designated Schedule, and (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease in Assignee and Assignee's ownership of the Equipment.

6. Lessee has not received any notice of, nor has Lessee caused or participated in, any sale, transfer, assignment, hypothecation or pledge of the Equipment, the Designated Schedule or the rents reserved thereunder.

7. Lessee will keep the Lease, the Designated Schedule and the Equipment free and clear of all liens and encumbrances (other than the interest of Assignor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Assignor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.

9. Lessee has executed one (1) original each of the Lease and the Designated Schedule (which were delivered to Assignor), and currently has no original of either in its possession.

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Accepted and agreed to on this ____ day of _____, _____.

NATIONAL CITY COMMERCIAL CAPITAL CORPORATION
Assignor

By:_____
Name:_____
Title:_____

_____
Assignee

By:_____
Name:_____
Title:_____

ACKNOWLEDGED AND AGREED:

_____
Lessee

By: _____
Name:_____
Title:_____

EXHIBIT NO. 2B

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Agreement dated as of _____, _____ (the "Lease"), between National City Commercial Capital Corporation ("Assignor") and _____ ("Lessee"); and that certain Master Lease Guaranty dated as of _____, _____ (the "Guaranty"), by _____ ("Guarantor") in favor of Assignor.

Assignor hereby gives Lessee and Guarantor notice, and Lessee and Guarantor hereby acknowledge receipt of notice, that Assignor has sold and assigned to _____ ("Assignee"), whose offices are at _____, all rights, interest and obligations of Assignor in and to (a) Equipment Schedule No. ____ executed pursuant to the Lease, (b) solely to the extent incorporated in the Designated Schedule by reference, the Lease, (c) solely to the extent related to the Designated Schedule, the Guaranty, and (d) the equipment described on such Equipment Schedule (the "Equipment"). As used in this Notice and Acknowledgment of Assignment, the term "Designated Schedule" shall mean, collectively, Equipment Schedule No. ___ and, to the extent incorporated therein, the Lease. From and after the date of this Notice, Lessee agrees that all payments of rent and other sums now or hereafter becoming due pursuant to the Designated Schedule or with respect to the Equipment shall be paid [to Assignor as fiscal agent for Assignee and upon receipt of notice from Assignee of the termination of such fiscal agency] to Assignee as directed in Assignee's invoices; and Guarantor agrees to make payment of any and all monies now or hereafter becoming due under the Guaranty (solely to the extent related to the Designated Schedule) [to Assignor as fiscal agent for Assignee and upon receipt of notice from Assignee of the termination of such fiscal agency] to Assignee as directed in writing by Assignee.

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee and Guarantor certify, confirm and agree as follows:

1. The Lease, the Designated Schedule and the Guaranty have been duly authorized, executed and delivered by Lessee or Guarantor, as applicable; constitute the legal, valid and binding obligation of Lessee or Guarantor, as applicable, enforceable against such party in accordance with the terms thereof; are in full force and effect on the date of execution of this notice by such party; are not subject to any defenses, set-offs, claims, counterclaims or any right to cancellation or termination; and no default by any party or event which, with the passage of time or the giving of notice, or both, would constitute a default by any party under the Lease or the Guaranty has occurred. All names, addresses, signatures, amounts and other facts contained in the Lease, the Designated Schedule and the Guaranty are correct.

2. There are no modifications, amendments or supplements to the Guaranty or to the Lease which relate to the Designated Schedule; and any future modification, termination, amendment or supplement to the Guaranty or to the Lease which relates to the Designated Schedule, or settlement of amounts due thereunder which relates to the Designated Schedule, shall be ineffective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Designated Schedule. No casualty has occurred with respect to the Equipment.

4. There has been no prepayment of rent or other sums payable under the Designated Schedule. Payments of any and all monies due under the Lease and the Designated Schedule have been and will continue to be paid in strict accordance with the terms thereof. The Designated Schedule is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of the date hereof, there are _____ (_____) rental payments, each in the amount of $_____, remaining to be paid under the Designated Schedule.

5. Lessee and Guarantor acknowledge and agree that (i) Assignee shall be the owner of the interest in the Equipment and Assignor shall have no interest or authority of any nature regarding the Equipment or the Designated Schedule, (ii) Lessee will deal exclusively with respect to the Designated Schedule with Assignee, and Lessee and Guarantor will deliver copies of all notices and other communications given or

made by Lessee or Guarantor to Assignee at the address listed above, (iii) so far as enforcement of the Designated Schedule is concerned, notwithstanding the existence of other schedules or supplements thereto, the Designated Schedule is separate and severable and Assignee may take enforcement action with respect to the Designated Schedule and, solely to the extent related to the Designated Schedule, the Guaranty independently of other assignees, equipment owners or financing parties having an interest in the Lease or the Guaranty or other equipment schedules not included in the Designated Schedule, and (iv) Lessee or Guarantor will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease in Assignee and Assignee's ownership of the Equipment.

6. Neither Lessee nor Guarantor has received any notice of, nor have Lessee or Guarantor caused or participated in, any sale, transfer, assignment, hypothecation or pledge of the Equipment, the Designated Schedule or the rents reserved thereunder.

7. Lessee will keep the Lease, the Designated Schedule and the Equipment free and clear of all liens and encumbrances (other than the interest of Assignor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Assignor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.

9. Lessee has executed one (1) original each of the Lease and the Designated Schedule (which were delivered to Assignor), and currently has no original of either in its possession.

10. Guarantor acknowledges and agrees that the Guaranty remains in full force and effect notwithstanding the assignment to Assignee.

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Accepted and agreed to on this ____ day of _____, _____.

NATIONAL CITY COMMERCIAL CAPITAL CORPORATION
Assignor

By:_____
Name:_____
Title:_____

_____
Assignee

By:_____
Name:_____
Title:_____

ACKNOWLEDGED AND AGREED:

_____
Lessee

By: _____
Name:_____
Title:_____

_____

By:_____
Name:_____
Title:_____

EXHIBIT NO. 3

EQUIPMENT BILL OF SALE

THIS EQUIPMENT BILL OF SALE is given by NATIONAL CITY COMMERCIAL CAPITAL CORPORATION (herein the "Seller") to _____ _____ (herein the "Buyer").

WITNESSETH:

THAT FOR TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all of Seller's rights and interest in and to the items of equipment listed on the schedule attached hereto (the "Equipment").

The interest in the Equipment is sold hereunder AS IS WHERE IS WITHOUT WARRANTY, express or implied, with respect to any matter whatsoever except that Seller warrants that such interest is conveyed free and clear of all claims, liens and encumbrances arising by reason of any act or omission of Seller (other than the leasehold interest of _____ ("Lessee") pursuant to that certain Master Lease Agreement dated as of _____, _____, between Seller, as lessor, and Lessee, as lessee).

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of the ___ day of _____, _____.

ATTEST: NATIONAL CITY COMMERCIAL CAPITAL CORPORATION

_____ By: _____

5887953-001

C:# 19464
L#: 518481
Ls#: _____

Equipment Schedule No. 12
CSA

This **EQUIPMENT SCHEDULE NO. 12** ("Schedule") between **KEY EQUIPMENT FINANCE INC.**, ("Lessor"), and **QUANTUM FOODS 213-D, LLC**, a Delaware limited liability company, **QUANTUM FOODS, LLC**, a Delaware limited liability company, **GDC LOGISTICS, LLC**, a Delaware limited liability company, and **QUANTUM CULINARY, LLC**, an Illinois limited liability company ("Lessee") is dated as of December 18, 2009 and is issued in connection with the Master Equipment Lease Agreement dated as of June 25, 2007 ("Master Lease"). Unless otherwise defined, capitalized terms used herein shall have the meanings specified in the Master Lease.

EQUIPMENT & INVOICING TERMS

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment listed on Exhibit A attached hereto (the "Equipment"). The aggregate cost of such Equipment is **$1,642,451.77** ("Total Cost").

2. **TERM.** The Initial Term of this Lease expires on the date that is 60 months after the Rent Commencement Date (the "Initial Term Expiration Date").

3. **RENT PAYMENT DATES; RENT.** Lessee hereby agrees to pay Rent for the Equipment throughout the Initial Term in 60 consecutive Monthly installments payable in arrears on the Rent Commencement Date and on the same day of each period thereafter (each, a "Rent Payment Date"). Each such installment of Rent shall be in an amount equal to **$33,848.02.**

In addition, Lessee hereby agrees to pay Rent for the period commencing on the Interim Rent Commencement Date (as hereinafter defined) and ending on the day before the Rent Commencement Date in an amount equal to $396.47 per day, and agrees that, with respect to the Equipment described on this Schedule, the following modifications are hereby made to the Master Lease: (a) "Rent Commencement Date" means either (i) the date on which Lessor disburses funds for the purchase of the Equipment ("Disbursement Date") if such date is the first of the month or (ii) in all other cases the 1st day of the first month following the Disbursement Date, (b) "Interim Rent Commencement Date" means the Disbursement Date, or such later date (prior to the Rent Commencement Date) as determined by Lessor in its sole discretion, and (c) Section 18 of the Master Lease captioned "Default; Remedies" is hereby amended to delete the term "Rent Commencement Date" where it appears and to substitute the phrase "Rent Commencement Date or Interim Rent Commencement Date, as the case may be," in its place.

4. **EQUIPMENT LOCATION; BILLING ADDRESS.** Equipment described on this Schedule shall be located at, and except as otherwise provided in this Lease, shall not be removed from, the following addresses set forth on the attached Exhibit A. The billing address of Lessee is: QUANTUM FOODS 213-D, LLC, 750 South Schmidt Rd, Bolingbrook, IL 60440.

TRANSACTION TYPE TERMS

5. **PURCHASE, RENEWAL AND OPTION TERMS.** (a) Dollar Purchase Option. With respect to Equipment described on this Schedule, on the Initial Term Expiration Date and so long as no Default shall have occurred and be continuing, Lessee shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor hereunder, Lessor shall release its interest in the Equipment.

(b) Prepayment Option. So long as no Default shall have occurred and be continuing and Lessee shall have given Lessor at least 90 but not more than 180 days' prior written notice, Lessee shall have the option to prepay the Lease on any Rent Payment Date occurring after the date which is 12 months after the Rent Commencement Date (each, a "Prepayment Date") for an amount (the "Prepayment Amount") equal to (1) any unpaid Rent and all other amounts due on or before such Prepayment Date, *plus* (2) an amount equal to the Rent payable for the remainder of the Initial Term, after discounting such future Rent to present worth as of such Prepayment Date on the basis of a per annum rate of discount equal to the rate at which such Rent was originally calculated, determined in Lessor's sole discretion, from the respective dates upon which such Rent would have been paid had this Lease not been prepaid (the "Present Value Future Rents"), *plus* (3) any applicable sales taxes, *plus* (4) $1.00, *plus* (5) a prepayment premium expressed as a percentage of the Present Value Future Rents applied as follows:

Months	Prepayment Premium
1-12	No Prepayment Permitted

13-24	2.50%
25-36	2.00%
37-48	1.50%
49-End of Term	1.00%

Payment of the Prepayment Amount, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) on or before the Prepayment Date, shall be made on the Prepayment Date in immediately available funds. Thereafter, upon Lessee's written request, Lessor shall deliver to Lessee a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment **ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER.** If Lessee shall fail to pay all amounts required to be paid under the Lease on the Prepayment Date, the Lease shall continue in full force and effect and Lessee agrees to reimburse Lessor for all reasonable attorneys' fees, costs, expenses and liabilities incurred in connection therewith.

6. NATURE OF TRANSACTION; SECURITY AGREEMENT. (a) General. To secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease or otherwise, Lessee hereby grants to Lessor a first priority security interest in the Equipment and all related accessions, substitutions, replacements and proceeds. The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law.

(b) Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly pay all such taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill.

(c) Disclaimer. **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

MISCELLANEOUS TERMS & CONDITIONS

7. INSURANCE; STIPULATED LOSS VALUE. (a) Lessee shall arrange and pay for commercial general liability insurance in an amount satisfactory to Lessor, but not less than $1,000,000.

(b) The Stipulated Loss Values applicable to the Equipment and this Lease are as set forth on Exhibit B hereto.

8. COUNTERPARTS; DOCUMENT DELIVERY. (a) This Schedule may be executed in any number of counterparts, each of which when executed or otherwise authenticated and delivered constituting an original, but all together one and the same instrument. Notwithstanding the foregoing, Lessor and Lessee agree that they intend that there shall be only one manually executed original of this Schedule and, to the extent that this document constitutes chattel paper under the UCC, no security interest herein may be created by the transfer or possession of any counterpart other than the original hereof.

(b) Lessee represents and warrants that the Lease Documents have not been, and shall not be, altered or modified by Lessee regardless of whether such documentation was transmitted to Lessee *via* electronic or analog means.

9. RELATIONSHIP TO MASTER LEASE; FURTHER ASSURANCES. The terms of the Master Lease are incorporated herein by reference and Lessee hereby reaffirms all terms of the Master Lease. If any of the terms of this Schedule are contrary to or inconsistent with any terms of the Master Lease, the terms of this Schedule shall govern. This Schedule together with the Master Lease as incorporated herein, shall constitute a separate lease agreement and **LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE.** Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to

carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under this Lease.

10. AMENDMENTS TO MASTER LEASE. For the purposes of and solely related to this Schedule only, the Master Lease is amended as follows:

(a) The following sentence is inserted at the end of Section 9(b) of the Master Lease: "In the event that Lessee elects not to remove any such Upgrade, then Lessee's right, title and interest in and to such Upgrade shall immediately pass to Lessor without further act."

(b) The following is inserted at the end of Section 9(c) of the Master Lease: "A Lease shall be deemed to be a 'Related Lease' for the purposes of this subsection (c) if and only to the extent that the 'Lessor' under such Lease is the same person constituting the Lessor under this Schedule. In addition, Lessee shall not attach or affix any Equipment described in this Schedule to, or use any such Equipment in connection with, Equipment under a Lease that is not a Related Lease."

(c) The phrase ", **UPON PRIOR WRITTEN NOTICE TO LESSOR,**" is hereby inserted immediately prior to the phrase "**TO ANY ENTITY PERMITTED UNDER SECTION 18(a)(viii) HEREOF**" in Section 12(a)(i) of the Master Lease.

(d) The last sentence of Section 12(a) of the Master Lease is deleted in its entirety and replaced with the following: "**LESSEE ACKNOWLEDGES THAT IT REMAINS PRIMARILY LIABLE FOR ALL OBLIGATIONS HEREUNDER NOTWITHSTANDING ANY SUBLEASE, TRANSFER, OR ANY OTHER DISPOSITION OF THE EQUIPMENT DESCRIBED IN THIS SECTION 12(a), INCLUDING ANY USE BY AN AFFILIATE.** Any person that is a permitted buyer, assignee, transferee, pledgee, hypothecatee, or other receiver of disposition pursuant to Section 12(a)(i) above shall execute and deliver to Lessor an acknowledgement and assumption agreement in such form as Lessor may reasonably require, together with supporting evidence of authority to enter into such agreement (collectively, '**Assumption Documents**')."

(e) In Section 18(a) of the Master Lease, the word "or" immediately prior to clause (x) thereof is deleted, and the following is inserted immediately following clause (x) thereof: "; or (xi) there is any change in controlling ownership of Lessee or any Guarantor without the prior written consent of Lessor; provided, however, that such prior written consent will not be required for any change in controlling ownership if (A) after such change in controlling ownership, the relevant Lessee or Guarantor is at least 75% owned , directly or indirectly, by Edward B. Bleka, Jane Bleka, or any trust for the benefit of the foregoing individuals, and the remainder of such party is owned, directly or indirectly, by any of their children or any trust for the benefit of the foregoing individuals, and (B) 30 days' prior written notice of such change in controlling ownership is given to Lessor."

(f) The following sentence is inserted at the end of Section 18(a) of the Master Lease: "Any person described in clause (A) of the proviso of Section 18(a)(viii) above, whether a surviving party or a purchaser, shall, contemporaneously with any such merger, consolidation, or sale described therein, execute and deliver to Lessor Assumption Documents."

(g) The amendments set forth in this Section 10 shall apply only to this Schedule and not to any other Schedule under the Master Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessee:

QUANTUM FOODS 213-D, LLC

X _____
Name: Edward B. Bleka
Title: President and CEO

Lessee:

QUANTUM FOODS, LLC

X _____
Name: Edward B. Bleka
Title: President and CEO

Lessee:

QUANTUM CULINARY, LLC

X _____
Name: Edward B. Bleka
Title: President and CEO

Lessee:

GDC LOGISTICS, LLC

X _____
Name: Edward B. Bleka
Title: President and CEO

Lessor:

KEY EQUIPMENT FINANCE INC.

By: _____
Name:
Title:

Exhibit A

EQUIPMENT DESCRIPTION

Lessor: **KEY EQUIPMENT FINANCE INC.**

Lessee: **QUANTUM FOODS 213-D, LLC, QUANTUM FOODS, LLC, QUANTUM CULINARY, LLC and GDC LOGISTICS, LLC**

Lease: Equipment Schedule No. 12 dated as of December 18, 2009 to Master Equipment Lease Agreement dated as of June 25, 2007.

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504856	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to Include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.

0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery
54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010; Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 67041, with A-One Workhorse Column Lift; Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871
18105	5/20/2009		

10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		
5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment
Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment
Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4

** End of Exhibit ***

Exhibit B

STIPULATED LOSS VALUES

Date	Stipulated Loss Value (% of Cost)
1/1/2010	105.000061
2/1/2010	103.582984
3/1/2010	102.154243
4/1/2010	100.713786
5/1/2010	99.262117
6/1/2010	97.803497
7/1/2010	96.333578
8/1/2010	94.856630
9/1/2010	93.367747
10/1/2010	91.867419
11/1/2010	90.359933
12/1/2010	88.840373
1/1/2011	87.309219
2/1/2011	85.770776
3/1/2011	84.220119
4/1/2011	82.657192
5/1/2011	81.082394
6/1/2011	79.499158
7/1/2011	77.903953
8/1/2011	76.300225
9/1/2011	74.683986
10/1/2011	73.055617
11/1/2011	71.418584
12/1/2011	69.768889
1/1/2012	68.106904
2/1/2012	66.436111
3/1/2012	64.752502
4/1/2012	63.056020
5/1/2012	61.346946
6/1/2012	59.627816
7/1/2012	57.895985
8/1/2012	56.154000
9/1/2012	54.398877
10/1/2012	52.630879
11/1/2012	50.852574
12/1/2012	49.060965
1/1/2013	47.256306
2/1/2013	45.441182
3/1/2013	43.612588
4/1/2013	41.770462
5/1/2013	39.914961
6/1/2013	38.047635
7/1/2013	36.166812
8/1/2013	34.274057
9/1/2013	32.367478
10/1/2013	30.447214
11/1/2013	28.514849
12/1/2013	26.568481
1/1/2014	24.608234
2/1/2014	22.635717

3/1/2014	20.649015
4/1/2014	18.648063
5/1/2014	16.632880
6/1/2014	14.603945
7/1/2014	12.560645
8/1/2014	10.503473
9/1/2014	8.431732
10/1/2014	6.345418
11/1/2014	4.245050
12/1/2014	2.129916

Joanne Wagoner
Account Manager

Key Equipment Finance Inc
1000 S. McCaslin Boulevard
Superior, CO 80027
Tel (720) 304-1588
Fax (720) 304-1470

December 18 2009

Quantum Foods, LLC
Quantum Foods 213-D, LLC
GDC Logistics, LLC
Quantum Culinary, LLC
750 S Schmidt Rd
Bolingbrook, IL 60440

Re Notice and Acknowledgment of Assignment of Equipment Schedule No 12 and, to the extent incorporated therein by reference, Master Equipment Lease Agreement dated as of June 25, 2007 (the "Lease"), between the undersigned Original Lessor and Lessee (this "Notice")

Original Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Original Lessor has assigned to **General Electric Capital Corporation** ("Assignee"), whose offices are at 3 Capital Drive, MS#1-3B, Eden Prairie, MN 55344 all right, title, interest and obligations (on a going forward basis only) of Original Lessor in and to the Lease From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid directly to Original Lessor as agent for Assignee until such time as Assignee shall otherwise direct.

In recognition of Assignee's reliance upon this Notice, Lessee certifies, confirms and agrees as follows:

1 The Lease has been duly authorized, executed and delivered by Lessee; constitutes the legal, valid and binding obligation of Lessee and is enforceable against Lessee in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein, is in full force and effect on the date of execution of this Notice by such party; is free from all defenses, set-offs and counterclaims; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred.

2 There are no modifications, amendments or supplements to the Lease, no future modification, termination amendment or supplement to the Lease shall be effective without Assignee's prior written approval; and no settlement of amounts due under the Lease shall be effective without Assignee's prior written consent

3 The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects The Equipment is in Lessee's possession and is located at the location specified in the Lease

4. Neither Lessee nor Original Lessor has breached any provision of the Lease in any respect, and there has been no prepayment of rent or other sums payable under the Lease and no casualty has occurred with respect to the Equipment. The Lease is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes As of December 18, 2009, remaining rentals due under the Lease are as follows: Interim Rent as defined in section 3 of the Equipment Schedule due January 1, 2010, plus sixty (60) monthly payments, in arrears, each in the amount of $33,848.02

5 Lessee acknowledges and agrees that
(a) other than as agent for Assignee as specified above Original Lessor shall have no interest or authority of any nature regarding the Equipment or the Lease,
(b) unless otherwise instructed in writing by Assignee, Lessee will deal exclusively with respect to the Lease with Original Lessor as agent for Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee to Original Lessor as agent for Assignee at the address listed above,
(c) if the Lease consists of a schedule incorporating the terms of a master lease agreement, then such Lease is separate and severable from each other schedule to the same master lease agreement, and Assignee may take enforcement action independently of the owners or pledgees of such other schedules and independently of the owners or pledgees of Equipment not covered by the Lease,
(d) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm Assignee's rights under the Lease and ownership of the Equipment; and
(e) Lessee waives and agrees not to assert against Assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Original Lessor for any reason whatsoever

6 Lessee has not received notice of a prior sale, transfer, assignment hypothecation or pledge of the Lease or the rents reserved thereunder or the Equipment

7 Lessee will keep the Lease and the Equipment free and clear of all liens and encumbrances (other than the interest of Original Lessor Assignee or parties claiming by, through or under them)

8 All representations and duties of Original Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise have been fulfilled

9 Lessee has executed only one (1) original of the Lease and of its incorporated master lease agreement, if any, (which was delivered to Original Lessor), and has no original in its possession

10 At the request of Assignee, Lessee will deliver to Assignee evidence satisfactory to Assignee that Assignee is an additional insured and loss payee under the insurance required to be maintained by the Lease

Please execute where indicated below and return to the address specified above.

Key Equipment Finance Inc.
Original Lessor

By Debra M. Zamudio

Name DEBRA M. ZAMUDIO

Title DESIGNATED SIGNER

Accepted and agreed to on this 18th day of December, 2009

Quantum Foods, LLC
Lessee

By

Name Edward B. Bleke

Title President and CEO

Accepted and agreed to on this 18th day of December, 2009.

Quantum Foods 213-D, LLC
Lessee

By

Name Edward B. Bleke

Title President and CEO

Accepted and agreed to on this 18th day of December, 2009.

Quantum Culinary, LLC
Lessee

By

Name Edward B Bleke

Title President and CEO

Accepted and agreed to on this 18th day of December, 2009

GDC Logistics, LLC
Lessee

By

Name Edward B. Bleke

Title President and CEO

SPECIFICATION OF ASSIGNED SCHEDULE
(LEASE)

Executed pursuant to the Master Assignment Agreement dated as of the 27th day of October, 2004 (the "Agreement"), by and between the undersigned Assignor and Assignee.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessees: Quantum Foods 213-D, LLC, Quantum Foods, LLC, GDC Logistics, LLC and Quantum Culinary, LLC

2. Date of Master Equipment Lease Agreement: June 25, 2007

3. Equipment Schedule No. 12

4. Total Invoice Cost: 1,642,451.77

5. Remaining rentals due under Equipment Schedule No. 12: interim rent as described in section 3 of the Equipment Schedule, due January 1, 2010 (the "Interim Rent"), plus (60) monthly payments, in arrears, each in the amount of $33,848.02. First payment due to Assignee on February 1, 2010.

6. Consideration: Assignor hereby requests and authorizes Assignee to pay:
   a) Fee of $26,771.96 to Assignor, plus
   b) Equity of $1,642,451.77 to Payee as indicated on the Payment of Proceeds Instructions.

7. Guaranty: N/A.

8. The attached Schedule A is incorporated herein by this reference.

9. The Equipment is located in California Yes ___ No __X__

10. All taxes required to be paid in connection with the acquisition of the Equipment have been

    paid in full in advance __X__

    or

    are being billed to the Lessee ___.

11. The fiscal agency provisions of the Addendum to Master Assignment Agreement dated as of November 14, 2006 do apply to this Specification.

12. The Equipment is of a type that is covered by the California Waste Recycling Fee Law (check one): ☐ Yes ☒ No

13. If "Yes" has been checked for number 12 above, Seller hereby represents and warrants that the California Waste Recycling Fee has been paid in full.

Date of Execution: December 23, 2009.

Key Equipment Finance Inc.
Assignor

By: Debra M. Zamudio

Name: DEBRA M. ZAMUDIO

Title: DESIGNATED SIGNER

General Electric Capital Corporation
Assignee

By: Philip Long

Name: Philip Long

Title: SR. Risk Analyst

Attachment: Schedule A, list of Lease Documents

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21430556

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20094121742
File Date : 23-DEC-2009

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Rd	Bolingbrook	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID# if any
		LLC	DE	4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# if any
				☐ NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Three Capital Drive	Eden Prairie	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA:
21430556 BPU

Prepared by CT Lien Solutions (3.03.0)

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods 213-D, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: **39838350-DE-0 21171 -**

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional Collateral description:

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction - effective 30 years

☐ Filing in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by C T Lien Solutions (3 23 0)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

This page and any following pages include and merge any text received for the collateral description with any attachments.

Schedule "A"

Equipment
Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment
Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment
Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21430576

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20094125602
File Date : 24-DEC-2009

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 South Schmidt Rd.	Bolingbrook	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any
		LLC	DE	3949400 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
				NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Three Capital Drive	Eden Prairie	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS [if applicable] Attach Addendum

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430576 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions (1.20.0)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 39838042-DE-0 211/1 -

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID#, if any

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) ☐ NONE

12a. ORGANIZATION'S NAME: KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

12c. MAILING ADDRESS: 1000 SOUTH MCCASLIN BLVD | CITY: SUPERIOR | STATE: CO | POSTAL CODE: 80027 | COUNTRY: USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filing in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by CT Lien Solutions (3.20.1)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line, Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21430600

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20094125669
File Date : 24-DEC-2009

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1.DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GDC Logistics, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any
		LLC	DE	4182138 NONE

2.ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
				NONE

3.SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Three Capital Drive	Eden Prairie	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:
All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION [if applicable]: LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]: All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430600 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions [3.25.9]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
GDC Logistics, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. MISCELLANEOUS: **39838393-DE-0** 211/1 -

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

16. Additional Collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filing in connection with a Public-Finance Transaction – effective 30 years

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by CT Lien Solutions (3 23 3)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21430544

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20094125727
File Date : 24-DEC-2009

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Culinary, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 South Schmidt Rd. | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID#, if any: 4022545 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any ☐ NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: Three Capital Drive | CITY: Eden Prairie | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430544 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions (133.0)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Culinary, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: **39838352-DE-0 21171 -**

File with: **Secretary of State, DE BPU**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional Collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filing in connection with a Public-Finance Transaction – effective 30 years

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by CT Lien Solutions (123.3)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

This page and any following pages include and merge any text received for the collateral description with any attachments.

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F. (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010; Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

[redacted]

RECEIVED
IL SECRETARY OF STATE
UNIFORM COMMERCIAL CODE
20100122 1524
$20.00 Electronic

14958215 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
UCC DIRECT

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
UCC Direct Services
2727 Allen Parkway
Houston, TX, 77019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATION ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL GOODS DESCRIBED HEREIN AND/OR IN THE SCHEDULE "A" ATTACHED, TOGETHER WITH ALL PROCEEDS THEREFROM, ACCESSIONS THERETO, AND REPLACEMENTS AND SUBSTITUTIONS THEREFORE.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. [Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]] [ADDITIONAL FEE] ☐ ALL DEBTORS ☐ DEBTOR 1 ☐ DEBTOR 2

8. OPTIONAL FILER REFERENCE DATA
IL-0-40575265-BPU 12

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co., Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
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54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE — Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
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AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co.. Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
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9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
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290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151839_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21430485

ILIL
FIXTURE

U2009151839
Receipt # T20090155465
Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:38
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ADDITIONAL FEE] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430485 12.S 11/16 BPU

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071,

U2009151839_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430485-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
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17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

6

U2009151838_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430497

ILIL
FIXTURE

U2009151838
Receipt # T20090155465
Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ADDITIONAL FEE] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430497 12.C BPU

Prepared by UCC Direct Services, P.O. Box 29071.

U2009151838_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430497-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151837_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430521

ILIL
FIXTURE

U2009151837

Receipt # T20090155465

Karen A. Stukel Will County Recorder 8P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 SOUTH SCHMIDT RD. | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: 3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: THREE CAPITAL DRIVE | CITY: EDEN PRAIRIE | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430521 12.NW 118 BPU

Prepared by UCC Direct Services, P.O. Box 29071.

U2009151837_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430521-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: PARCEL 1: Lot 3, in Bolingbrook Point Corporate Center, being a subdivision of part of the Southeast ¼ and the Northeast ¼ of Section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 19, 2002 as Document Number R2002-200118, in Will County, Illinois. PARCEL 2: A non-exclusive cross access easement for the benefit of Parcel 1 as created by plat of subdivision recorded November 19, 2002 as Document Number R2002-200118 the purpose of ingress and egress. PARCEL 3: A non-exclusive public access easement for the benefit of Parcel 1 as created by plat of subdivision recorded November 19, 2002 as Document Number R2002-200118 the purpose of ingress and egress. PARCEL 4: A non-exclusive easement for the benefit of

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

2

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

U2009151837_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430521-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. SEE INSTRUCTION | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Parcel 1 as created by Declaration of Protective Covenants and Conditions for Bolingbrook Point Corporate Center dated March 31, 2004 and recorded March 12, 2004 as Document Number R2004-042130 from Declarant to Owner for the purpose of (A) use by owners, occupants and their respective employees, agents, customers and invitees of any private drives which may hereafter become park amenities for vehicular and pedestrian ingress and egress to and from the parcels and (B) use by owners, occupants and their respective employees, agents, customers and invitees of any walkways which are part of the park amenities for pedestrian ingress and egress and, subject to park rules and regulations, non-motorized vehicular ingress and egress. Common Address: 550 W. Frontage Road North Bolingbrook, Illinois Permanent Index

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

3

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

U2009151837_4

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430521-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Number: 12-02-21-401-002-0000

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

4

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151845_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430410

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151845
Receipt # T20090155465
Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 S. SCHMIDT RD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: IL | 1g. ORGANIZATIONAL ID #, if any: 00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: THREE CAPITAL DRIVE | CITY: EDEN PRAIRIE | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430410 12.C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2009151845_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430410-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and Install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151844_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430420

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151844

Receipt # T20090155465

Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430420 12.S BPU

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071.

U2009151844_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430420-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Equipment
Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co.. Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

4

U2009151843_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430431

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151843
Receipt # T20090155465
Karen A. Stukel Will County Recorder 8P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

21430431 12.NW 18 BPU

Prepared by UCC Direct Services, P.O. Box 29071,

ACKNOWLEDGMENT COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

U2009151843_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430431-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: PARCEL 1: Lot 3, in Bolingbrook Point Corporate Center, being a subdivision of part of the Southeast ¼ and the Northeast ¼ of Section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 19, 2002 as Document Number R2002-200118, in Will County, Illinois. PARCEL 2: A non-exclusive cross access easement for the benefit of Parcel 1 as created by plat of subdivision recorded November 19, 2002 as Document Number R2002-200118 the purpose of ingress and egress. PARCEL 3: A non-exclusive public access easement for the benefit of Parcel 1 as created by plat of subdivision recorded November 19, 2002 as Document Number R2002-200118 the purpose of ingress and egress. PARCEL 4: A non-exclusive easement for the benefit of

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

U2009151843_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430431-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Parcel 1 as created by Declaration of Protective Covenants and Conditions for Bolingbrook Point Corporate Center dated March 31, 2004 and recorded March 12, 2004 as Document Number R2004-042130 from Declarant to Owner for the purpose of (A) use by owners, occupants and their respective employees, agents, customers and invitees of any private drives which may hereafter become park amenities for vehicular and pedestrian ingress and egress to and from the parcels and (B) use by owners, occupants and their respective employees, agents, customers and invitees of any walkways which are part of the park amenities for pedestrian ingress and egress and, subject to park rules and regulations, non-motorized vehicular ingress and egress. Common Address: 550 W. Frontage Road North Bolingbrook, Illinois Permanent Index

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

3

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

U2009151843_4

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430431-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

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OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

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OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Number: 12-02-21-401-002-0000

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

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☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
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505237	2/12/2009	Reliable Fire Equipment Company	
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18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
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61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
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90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co.. Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151842_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21430445

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151842
Receipt # T20090155465

Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430445 12.C BPU

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071,

U2009151842_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430445-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co.. Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151841_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430457

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151841
Receipt # T20090155465
Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 S. SCHMIDT RD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: 4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: THREE CAPITAL DRIVE | CITY: EDEN PRAIRIE | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430457 12.S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071, Tel. (800) 331-3282

U2009151841_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430457-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151840_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430474

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151840
Receipt # T20090155465

Karen A. Stukel Will County Recorder 8P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 S. SCHMIDT RD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: 4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: THREE CAPITAL DRIVE | CITY: EDEN PRAIRIE | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430474 12.NW BPU

Prepared by UCC Direct Services, P.O. Box 29071,

U2009151840_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

21430474-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: PARCEL 1: Lot 3, in Bolingbrook Point Corporate Center, being a subdivision of part of the Southeast ¼ and the Northeast ¼ of Section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded November 19, 2002 as Document Number R2002-200118, in Will County, Illinois. PARCEL 2: A non-exclusive cross access easement for the benefit of Parcel 1 as created by plat of subdivision recorded November 19, 2002 as Document Number R2002-200118 the purpose of ingress and egress. PARCEL 3: A non-exclusive public access easement for the benefit of Parcel 1 as created by plat of subdivision recorded November 19, 2002 as Document Number R2002-200118 the purpose of ingress and egress. PARCEL 4: A non-exclusive easement for the benefit of

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

U2009151840_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430474-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Parcel 1 as created by Declaration of Protective Covenants and Conditions for Bolingbrook Point Corporate Center dated March 31, 2004 and recorded March 12, 2004 as Document Number R2004-042130 from Declarant to Owner for the purpose of (A) use by owners, occupants and their respective employees, agents, customers and invitees of any private drives which may hereafter become park amenities for vehicular and pedestrian ingress and egress to and from the parcels and (B) use by owners, occupants and their respective employees, agents, customers and invitees of any walkways which are part of the park amenities for pedestrian ingress and egress and, subject to park rules and regulations, non-motorized vehicular ingress and egress. Common Address: 550 W. Frontage Road North Bolingbrook, Illinois Permanent Index

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2009151840_4

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430474-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Number: 12-02-21-401-002-0000

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

U2009151847_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430375

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151847
Receipt # T20090155465

Karen A. Stukel Will County Recorder 6P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

21430375 12.C BPU

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071,

U2009151847_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430375-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co., Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co.. Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

U2009151846_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21430389

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151846
Receipt # T20090155465

Karen A. Stukel Will County Recorder 8P
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430389 12.NW BPU

Prepared by UCC Direct Services, P.O. Box 29071

U2009151846_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430389-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Parcel 1 as created by Declaration of Protective Covenants and Conditions for Bolingbrook Point Corporate Center dated March 31, 2004 and recorded March 12, 2004 as Document Number R2004-042130 from Declarant to Owner for the purpose of (A) use by owners, occupants and their respective employees, agents, customers and invitees of any private drives which may hereafter become park amenities for vehicular and pedestrian ingress and egress to and from the parcels and (B) use by owners, occupants and their respective employees, agents, customers and invitees of any walkways which are part of the park amenities for pedestrian ingress and egress and, subject to park rules and regulations, non-motorized vehicular ingress and egress. Common Address: 550 W. Frontage Road North Bolingbrook, Illinois Permanent Index

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

U2009151846_4

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

21430389-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.NW

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

Number: 12-02-21-401-002-0000

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

4

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loader, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co., Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

8444533-001

C:# 19464
L#: 518481
Ls# _____

Equipment Schedule No. 13
CSA

This **EQUIPMENT SCHEDULE NO. 13** ("Schedule") between **KEY EQUIPMENT FINANCE INC.**, ("Lessor"), and **QUANTUM FOODS 213-D, LLC**, a Delaware limited liability company, **QUANTUM FOODS, LLC**, a Delaware limited liability company, **GDC LOGISTICS, LLC**, a Delaware limited liability company, and **QUANTUM CULINARY, LLC**, an Illinois limited liability company ("Lessee") is dated as of February 1, 2010 and is issued in connection with the Master Equipment Lease Agreement dated as of June 25, 2007 ("Master Lease"). Unless otherwise defined, capitalized terms used herein shall have the meanings specified in the Master Lease.

EQUIPMENT & INVOICING TERMS

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment listed on Exhibit A attached hereto (the "Equipment"). The aggregate cost of such Equipment is **$1,437,856.21** ("Total Cost").

2. **TERM.** The Initial Term of this Lease expires on the date that is 60 months after the Rent Commencement Date (the "Initial Term Expiration Date").

3. **RENT PAYMENT DATES; RENT.** Lessee hereby agrees to pay Rent for the Equipment throughout the Initial Term in 60 consecutive Monthly installments payable in arrears on the Rent Commencement Date and on the same day of each period thereafter (each, a "Rent Payment Date"). Each such installment of Rent shall be in an amount equal to **$29,679.22**.

In addition, Lessee hereby agrees to pay Rent for the period commencing on the Interim Rent Commencement Date (as hereinafter defined) and ending on the day before the Rent Commencement Date in an amount equal to $349.82 per day, and agrees that, with respect to the Equipment described on this Schedule, the following modifications are hereby made to the Master Lease: (a) "Rent Commencement Date" means either (i) the date on which Lessor disburses funds for the purchase of the Equipment ("Disbursement Date") if such date is the first of the month or (ii) in all other cases the 1st day of the first month following the Disbursement Date, (b) "Interim Rent Commencement Date" means the Disbursement Date, or such later date (prior to the Rent Commencement Date) as determined by Lessor in its sole discretion, and (c) Section 18 of the Master Lease captioned "Default; Remedies" is hereby amended to delete the term "Rent Commencement Date" where it appears and to substitute the phrase "Rent Commencement Date or Interim Rent Commencement Date, as the case may be," in its place.

4. **EQUIPMENT LOCATION; BILLING ADDRESS.** Equipment described on this Schedule shall be located at, and except as otherwise provided in this Lease, shall not be removed from, the following address set forth on the attached Exhibit A. The billing address of Lessee is: QUANTUM FOODS 213-D, LLC, 750 South Schmidt Rd, Bolingbrook, IL 60440.

TRANSACTION TYPE TERMS

5. **PURCHASE, RENEWAL AND OPTION TERMS.** (a) Dollar Purchase Option. With respect to Equipment described on this Schedule, on the Initial Term Expiration Date and so long as no Default shall have occurred and be continuing, Lessee shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor hereunder, Lessor shall release its interest in the Equipment.

(b) Prepayment Option. So long as no Default shall have occurred and be continuing and Lessee shall have given Lessor at least 90 but not more than 180 days' prior written notice, Lessee shall have the option to prepay the Lease on any Rent Payment Date occurring after the date which is 12 months after the Rent Commencement Date (each, a "Prepayment Date") for an amount (the "Prepayment Amount") equal to (1) any unpaid Rent and all other amounts due on or before such Prepayment Date, *plus* (2) an amount equal to the Rent payable for the remainder of the Initial Term, after discounting such future Rent to present worth as of such Prepayment Date on the basis of a per annum rate of discount equal to the rate at which such Rent was originally calculated, determined in Lessor's sole discretion, from the respective dates upon which such Rent would have been paid had this Lease not been prepaid (the "Present Value Future Rents"), *plus* (3) any applicable sales taxes, *plus* (4) $1.00, *plus* (5) a prepayment premium expressed as a percentage of the Present Value Future Rents applied as follows:

Months	Prepayment Premium
1-12	No Prepayment Permitted
13-24	2.50%
25-36	2.00%
37-48	1.50%
49-End of Term	1.00%

Payment of the Prepayment Amount, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) on or before the Prepayment Date, shall be made on the Prepayment Date in immediately available funds. Thereafter, upon Lessee's written request, Lessor shall deliver to Lessee a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment **ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER.** If Lessee shall fail to pay all amounts required to be paid under the Lease on the Prepayment Date, the Lease shall continue in full force and effect and Lessee agrees to reimburse Lessor for all reasonable attorneys' fees, costs, expenses and liabilities incurred in connection therewith.

6. **NATURE OF TRANSACTION; SECURITY AGREEMENT**. (a) General. To secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease or otherwise, Lessee hereby grants to Lessor a first priority security interest in the Equipment and all related accessions, substitutions, replacements and proceeds. The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law.

(b) Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly pay all such taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill.

(c) Disclaimer. **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

MISCELLANEOUS TERMS & CONDITIONS

7. **INSURANCE; STIPULATED LOSS VALUE.** (a) Lessee shall arrange and pay for commercial general liability insurance in an amount satisfactory to Lessor, but not less than $1,000,000.

(b) The Stipulated Loss Values applicable to the Equipment and this Lease are as set forth on Exhibit B hereto.

8. **COUNTERPARTS; DOCUMENT DELIVERY.** (a) This Schedule may be executed in any number of counterparts, each of which when executed or otherwise authenticated and delivered constituting an original, but all together one and the same instrument. Notwithstanding the foregoing, Lessor and Lessee agree that they intend that there shall be only one manually executed original of this Schedule and, to the extent that this document constitutes chattel paper under the UCC, no security interest herein may be created by the transfer or possession of any counterpart other than the original hereof.

(b) Lessee represents and warrants that the Lease Documents have not been, and shall not be, altered or modified by Lessee regardless of whether such documentation was transmitted to Lessee *via* electronic or analog means

9. **RELATIONSHIP TO MASTER LEASE; FURTHER ASSURANCES.** The terms of the Master Lease are incorporated herein by reference and Lessee hereby reaffirms all terms of the Master Lease. If any of the terms of this

Schedule are contrary to or inconsistent with any terms of the Master Lease, the terms of this Schedule shall govern. This Schedule together with the Master Lease as incorporated herein, shall constitute a separate lease agreement and **LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE.** Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under this Lease.

10. AMENDMENTS TO MASTER LEASE. For the purposes of and solely related to this Schedule only, the Master Lease is amended as follows:

(a) The following sentence is inserted at the end of Section 9(b) of the Master Lease: "In the event that Lessee elects not to remove any such Upgrade, then Lessee's right, title and interest in and to such Upgrade shall immediately pass to Lessor without further act."

(b) The following is inserted at the end of Section 9(c) of the Master Lease: "A Lease shall be deemed to be a 'Related Lease' for the purposes of this subsection (c) if and only to the extent that the 'Lessor' under such Lease is the same person constituting the Lessor under this Schedule. In addition, Lessee shall not attach or affix any Equipment described in this Schedule to, or use any such Equipment in connection with, Equipment under a Lease that is not a Related Lease."

(c) The phrase ", **UPON PRIOR WRITTEN NOTICE TO LESSOR,**" is hereby inserted immediately prior to the phrase "**TO ANY ENTITY PERMITTED UNDER SECTION 18(a)(viii) HEREOF**" in Section 12(a)(i) of the Master Lease.

(d) The last sentence of Section 12(a) of the Master Lease is deleted in its entirety and replaced with the following: "**LESSEE ACKNOWLEDGES THAT IT REMAINS PRIMARILY LIABLE FOR ALL OBLIGATIONS HEREUNDER NOTWITHSTANDING ANY SUBLEASE, TRANSFER, OR ANY OTHER DISPOSITION OF THE EQUIPMENT DESCRIBED IN THIS SECTION 12(a), INCLUDING ANY USE BY AN AFFILIATE.** Any person that is a permitted buyer, assignee, transferee, pledgee, hypothecatee, or other receiver of disposition pursuant to Section 12(a)(i) above shall execute and deliver to Lessor an acknowledgement and assumption agreement in such form as Lessor may reasonably require, together with supporting evidence of authority to enter into such agreement (collectively, '**Assumption Documents**')."

(e) In Section 18(a) of the Master Lease, the word "or" immediately prior to clause (x) thereof is deleted, and the following is inserted immediately following clause (x) thereof: "; or (xi) there is any change in controlling ownership of Lessee or any Guarantor without the prior written consent of Lessor; provided, however, that such prior written consent will not be required for any change in controlling ownership if (A) after such change in controlling ownership, the relevant Lessee or Guarantor is at least 75% owned , directly or indirectly, by Edward B. Bleka, Jane Bleka, or any trust for the benefit of the foregoing individuals, and the remainder of such party is owned, directly or indirectly, by any of their children or any trust for the benefit of the foregoing individuals, and (B) 30 days' prior written notice of such change in controlling ownership is given to Lessor."

(f) The following sentence is inserted at the end of Section 18(a) of the Master Lease: "Any person described in clause (A) of the proviso of Section 18(a)(viii) above, whether a surviving party or a purchaser, shall, contemporaneously with any such merger, consolidation, or sale described therein, execute and deliver to Lessor Assumption Documents."

(g) The amendments set forth in this Section 10 shall apply only to this Schedule and not to any other Schedule under the Master Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessee:

QUANTUM FOODS 213-D, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

QUANTUM FOODS, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

QUANTUM CULINARY, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

GDC LOGISTICS, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessor:

KEY EQUIPMENT FINANCE INC.

By _____
Name: DEBRA M. ZAMUDIO
Title: DESIGNATED SIGNER

Exhibit A

EQUIPMENT DESCRIPTION

Lessor: **KEY EQUIPMENT FINANCE INC.**

Lessee: **QUANTUM FOODS 213-D, LLC, QUANTUM FOODS, LLC, QUANTUM CULINARY, LLC and GDC LOGISTICS, LLC**

Lease: Equipment Schedule No. 13 dated as of February 1, 2010 to Master Equipment Lease Agreement dated as of June 25, 2007.

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc	
123443	7/31/2009	Jet Edge, Inc	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I , Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047 (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	

WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No 4463C, (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24 00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037
PF11110 1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.
WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
[illegible]	12/17/2009	Fulton Thermal Corp	
6629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

***** End of Exhibit *****

Exhibit B

STIPULATED LOSS VALUES

Date	Stipulated Loss Value (% of Cost)
2/1/2010	105.000000
3/1/2010	103.582532
4/1/2010	102.153363
5/1/2010	100.715947
6/1/2010	99.268312
7/1/2010	97.812325
8/1/2010	96.346055
9/1/2010	94.867862
10/1/2010	93.381144
11/1/2010	91.884037
12/1/2010	90.374867
1/1/2011	88.856995
2/1/2011	87.328629
3/1/2011	85.788056
4/1/2011	84.235222
5/1/2011	82.673158
6/1/2011	81.100205
7/1/2011	79.517907
8/1/2011	77.924649
9/1/2011	76.318890
10/1/2011	74.703601
11/1/2011	73.077239
12/1/2011	71.438225
1/1/2012	69.789491
2/1/2012	68.129570
3/1/2012	66.456845
4/1/2012	64.771256
5/1/2012	63.075085
6/1/2012	61.367043
7/1/2012	59.648292
8/1/2012	57.917591
9/1/2012	56.173763
10/1/2012	54.419022
11/1/2012	52.652209
12/1/2012	50.872104
1/1/2013	49.080880
2/1/2013	47.277459
3/1/2013	45.460579
4/1/2013	43.630180
5/1/2013	41.787725
6/1/2013	39.932327
7/1/2013	38.064730
8/1/2013	36.184105
9/1/2013	34.289670
10/1/2013	32.382815
11/1/2013	30.462796
12/1/2013	28.528788
1/1/2014	26.582135
2/1/2014	24.622182
3/1/2014	22.648058
4/1/2014	20.659699
5/1/2014	18.657675

6/1/2014	16.641541
7/1/2014	14.611583
8/1/2014	12.567419
9/1/2014	10.508701
10/1/2014	8.435918
11/1/2014	6.348781
12/1/2014	4.246895
1/1/2015	2.130698

Joanne Wagoner
Account Manager



Key Equipment Finance Inc.
1000 S. McCaslin Boulevard
Superior, CO 80027
Tel: (720) 304-1588
Fax: (720) 304-1470

February 1, 2010

Quantum Foods, LLC
Quantum Foods 213-D, LLC
GDC Logistics, LLC
Quantum Culinary, LLC
750 S. Schmidt Rd
Bolingbrook, IL 60440

Re: Notice and Acknowledgment of Assignment of Equipment Schedule No. 13 and, to the extent incorporated therein by reference, Master Equipment Lease Agreement dated as of June 25, 2007 (the "Lease"), between the undersigned Original Lessor and Lessee (this "Notice")

Original Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Original Lessor has assigned to **General Electric Capital Corporation** ("Assignee"), whose offices are at 3 Capital Drive, MS#1-3B, Eden Prairie, MN 55344 all right, title, interest and obligations (on a going forward basis only) of Original Lessor in and to the Lease. From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid directly to Original Lessor as agent for Assignee until such time as Assignee shall otherwise direct.

In recognition of Assignee's reliance upon this Notice, Lessee certifies, confirms and agrees as follows:

1. The Lease has been duly authorized, executed and delivered by Lessee; constitutes the legal, valid and binding obligation of Lessee and is enforceable against Lessee in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein; is in full force and effect on the date of execution of this Notice by such party; is free from all defenses, set-offs and counterclaims; and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred.

2. There are no modifications, amendments or supplements to the Lease; no future modification, termination, amendment or supplement to the Lease shall be effective without Assignee's prior written approval; and no settlement of amounts due under the Lease shall be effective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Lease.

4. Neither Lessee nor Original Lessor has breached any provision of the Lease in any respect, and there has been no prepayment of rent or other sums payable under the Lease and no casualty has occurred with respect to the Equipment. The Lease is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of February 1, 2010, the remaining rentals due under the Lease are as follows: Interim Rent as defined in section 3 of the Equipment Schedule due March 1, 2010; plus sixty (60) monthly payments, in arrears, each in the amount of $29,679.22.

5. Lessee acknowledges and agrees that
   (a) other than as agent for Assignee as specified above, Original Lessor shall have no interest or authority of any nature regarding the Equipment or the Lease,
   (b) unless otherwise instructed in writing by Assignee, Lessee will deal exclusively with respect to the Lease with Original Lessor as agent for Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee to Original Lessor as agent for Assignee at the address listed above,
   (c) if the Lease consists of a schedule incorporating the terms of a master lease agreement, then such Lease is separate and severable from each other schedule to the same master lease agreement, and Assignee may take enforcement action independently of the owners or pledgees of such other schedules and independently of the owners or pledgees of Equipment not covered by the Lease,
   (d) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm Assignee's rights under the Lease and ownership of the Equipment, and
   (e) Lessee waives and agrees not to assert against Assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Original Lessor for any reason whatsoever.

6. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or the rents reserved thereunder or the Equipment.

7. Lessee will keep the Lease and the Equipment free and clear of all liens and encumbrances (other than the interest of Original Lessor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Original Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.

9 Lessee has executed only one (1) original of the Lease and of its incorporated master lease agreement, if any, (which was delivered to Original Lessor), and has no original in its possession.

10 At the request of Assignee Lessee will deliver to Assignee evidence satisfactory to Assignee that Assignee is an additional insured and loss payee under the insurance required to be maintained by the Lease.

Please execute where indicated below and return to the address specified above

Key Equipment Finance Inc.
Original Lessor

By Debra M. Zamudio

Name DEBRA M. ZAMUDIO

Title DESIGNATED SIGNER

Accepted and agreed to on this 3rd day of February, 2010

Quantum Foods, LLC
Lessee

By

Name: Edward B. Bleke

Title: President and CEO

Accepted and agreed to on this 3rd day of February, 2010

Quantum Foods 213-D, LLC
Lessee

By

Name Edward B. Bleke

Title: President and CEO

Accepted and agreed to on this 3rd day of February, 2010

Quantum Culinary, LLC
Lessee

By

Name: Edward B Bleke

Title President and CEO

Accepted and agreed to on this 3rd day of February, 2010

GDC Logistics, LLC
Lessee

By

Name Edward B. Bleke

Title President and CEO

SPECIFICATION OF ASSIGNED SCHEDULE
(LEASE)

Executed pursuant to the Master Assignment Agreement dated as of the 27th day of October, 2004 (the "Agreement"), by and between the undersigned Assignor and Assignee.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessees: Quantum Foods 213-D, LLC, Quantum Foods, LLC, GDC Logistics, LLC and Quantum Culinary, LLC

2. Date of Master Equipment Lease Agreement: June 25, 2007.

3. Equipment Schedule No. 13

4. Total Invoice Cost: 1,437,856.21

5. Remaining rentals due under Equipment Schedule No. 13: interim rent as described in section 3 of the Equipment Schedule, due March 1, 2010 (the "Interim Rent"); plus (60) monthly payments, in arrears, each in the amount of $29,679 22, with the first payment due to Assignee on April 1, 2010.

6. Consideration: Assignor hereby requests and authorizes Assignee to pay:
   a) Fee of $23,724.63 to Assignor, plus
   b) Equity of $1,437,856.21 to Payees as indicated on the Payment of Proceeds Instructions.

7. Guaranty: N/A.

8. The attached Schedule A is incorporated herein by this reference.

9. The Equipment is located in California Yes ___ No __X__

10. All taxes required to be paid in connection with the acquisition of the Equipment have been

    paid in full in advance __X__

    or

    are being billed to the Lessee ___.

11. The fiscal agency provisions of the Addendum to Master Assignment Agreement dated as of November 14, 2006 do apply to this Specification.

12. The Equipment is of a type that is covered by the California Waste Recycling Fee Law (check one): ☐ Yes ☒ No

13. If "Yes" has been checked for number 12 above, Seller hereby represents and warrants that the California Waste Recycling Fee has been paid in full.

Date of Execution: February 5, 2010.

Key Equipment Finance Inc.
Assignor

By: Debra M. Zamudio

Name: DEBRA M. ZAMUDIO
DESIGNATED SIGNER

Title: _____

General Electric Capital Corporation
Assignee

By: Tim Lado

Name: Tim Lado

Title: Sr. Risk Analyst

Attachment: Schedule A, list of Lease Documents

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21932278

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20100400584
File Date : 04-FEB-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Quantum Foods 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 S. Schmidt Rd | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID#, if any: 4186309 ☐ NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any ☐ NONE

3 SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: Three Capital Drive | CITY: Eden Prairie | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4 This FINANCING STATEMENT covers the following collateral

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5 ALTERNATE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6 ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) [for an additional fee] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8 OPTIONAL FILER REFERENCE DATA
21932278 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by [illegible]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods 213-D, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS 40575031-DE-0 21171 -

File with: Secretary of State, Dt BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY's or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional Collateral description:

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured Home Transaction

☐ Filing in connection with a Public Finance Transaction

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions (3.23.0)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000 C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump. (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, Including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21932299

DEDE

21171 -

File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number 20100400592
File Date 04-FEB-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Quantum Foods, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 South Schmidt Rd.	Bolingbrook	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any
		LLC	DE	3949400 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
				NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Three Capital Drive	Eden Prairie	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21932299 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: 40574998-DE-0 211/1 -

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY's or ☒ ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional Collateral description

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured Home Transaction

☐ Filing in connection with a Public-Finance Transaction

Prepared by [illegible] on Solutions [illegible]

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps, Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21932325

DEDE

21171 -

File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20100400782
File Date : 04-FEB-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC Logistics, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 750 South Schmidt Rd	CITY: Bolingbrook	STATE: IL	POSTAL CODE: 60440	COUNTRY: USA
1d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: LLC	1f. JURISDICTION OF ORGANIZATION: DE	1g. ORGANIZATIONAL ID#, if any: 4182138 ☐ NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any ☐ NONE	

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: Three Capital Drive	CITY: Eden Prairie	STATE: MN	POSTAL CODE: 55344	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

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6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21932325 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions (1721)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
GDC Logistics, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS 4057504S-DE-0 21171 -

File with: Secretary of State, DE RPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction

☐ Filing in connection with a Public-Finance Transaction

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/09)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

This page and any following pages include and merge any text received for the collateral description with any attachments.

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84567
79175	11/10/2009		
PINV008125	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co. Inc.	Transportation of Fulton Boiler

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

21932218

ILIL

21171 -

File with: Secretary of State, IL

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 14993282
File Date : 04-FEB-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 SOUTH SCHMIDT ROAD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: IL | 1g. ORGANIZATIONAL ID#, if any: 00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any ☐ NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: THREE CAPITAL DRIVE | CITY: EDEN PRAIRIE | STATE: MN | POSTAL CODE: 55344 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for records] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21932218 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Produced by CT Lien Solutions (3.23.0)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Culinary, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 40575067-IL-0 21171 -

File with: Secretary of State, IL BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY's or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME: KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction

☐ Filing in connection with a Public-Finance Transaction

Prepared by [illegible] (2.23.2)

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/09)

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit. Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

U2010014357_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21932292

ILIL
FIXTURE

U2010014357

Receipt # T20100013802

Karen A. Stukel Will County Recorder 4P
LH Date 02/05/2010 Time 14:53:13
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21932292 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010014357_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21932292-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

U2010014358_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21932262

ILIL
FIXTURE

File with: CC IL Will, IL

U2010014358
Receipt # T20100013802
Karen A. Stukel Will County Recorder 4P
LH Date 02/05/2010 Time 14:53:13
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

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8. OPTIONAL FILER REFERENCE DATA
21932262 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2U1UU14358_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21932262-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

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Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

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123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
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953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
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95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

U2010014359_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21932249

ILIL
FIXTURE

U2010014359
Receipt # TZ20100013802
Karen A. Stukel Will County Recorder 4P
LH Date 02/05/2010 Time 14:53:13
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME:

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21932249 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010014359_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21932249-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heeted, 480 volt Dougles Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

U20100014356_1

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

21932313

ILIL
FIXTURE

U2010014356
Receipt # T20100013802
Karen A. Stukel Will County Recorder 4P
LH Date 02/05/2010 Time 14:53:13
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 750 SOUTH SCHMIDT RD	CITY: BOLINGBROOK	STATE: IL	POSTAL CODE: 60440	COUNTRY: USA
1d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: LLC	1f. JURISDICTION OF ORGANIZATION: DE	1g. ORGANIZATIONAL ID #, if any: 4182138 ☐ NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: THREE CAPITAL DRIVE	CITY: EDEN PRAIRIE	STATE: MN	POSTAL CODE: 55344	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21932313 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U20100014356_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21932313-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
90006505	3/24/2009	Formax, Inc.	(1) Formax F28 Tender Form Conversion for F-26, Serial No. 638
90006504	3/24/2009		
90006538	5/27/2009		
330980	8/18/2009		Travel hours
321658	6/16/2009		Labor, mileage, expenses
27383	10/27/2009	Abacus Scales & Systems	(1) Rice Lake Post Trim Flow Scale with 920i Indicator, Serial No. 1524700079; (1) Rice Lake Pre Trim Semi Auto Scale with 920i Indicator, Serial No. 1516400054.
	6/18/2009	Abacus Scales & Systems	
122783	6/25/2009	Jet Edge, Inc.	Water Jet Cutting System including: (2) Jet Edge Model 36-200 Water Jet Pumps. Serial Nos. 10702 & 10705.
122782	6/25/2009	Jet Edge, Inc.	
123446	7/31/2009	Jet Edge, Inc.	
123447	7/31/2009	Jet Edge, Inc.	
123443	7/31/2009	Jet Edge, Inc.	
123834	8/24/2009	Jet Edge, Inc.	(160) Replacement Dies, Slitter, Tubing, Flexible Metal Hose, Replacement Blade.
10985	10/14/2009	Lovchen Electric I., Inc.	Electrical Installation and Services
953808	12/3/2009	Douglas Machines Corp	(1) steam coil heated, 480 volt Douglas Model BW-1000-C Bin Washer, Serial No. 09/9102
099102	8/7/2009	Douglas Machines Corp	
953808-A	12/3/2009	Douglas Machines Corp	
95024754	10/30/2009	Heat and Control, Inc.	(2) DACS-HN-050-CR-1 Ishida Checkweighers, Serial Nos. 78046 and 78047. (2) RE-H-050-A3/CR Ishida Rejectors for DACS-H series, Serial Nos. 78200 and 78201.
95024414	9/23/2009	Heat and Control, Inc.	
90293384	12/8/2009	Heat and Control, Inc.	
WG290921-1	9/9/2009	SteamSales Corporation	(1) FT-0400-C Thermal Fluid Heater, Serial No. 4463C; (1) RA 3000 Centrifugal Pump, (1) FT-1000L Deaerator
WG290921-1	11/17/2009		
79134	9/16/2009	Hayssen Sandiacre	(1) Ultima Model 15-22HP Quali-Seal Sealing System, with Orbital Knife Cut Off, Serial No. X84587
79175	11/10/2009		
PINV008126	11/30/2009	Key Technology	(1) Model 437965 Shaker Feed Scale 1-F 24.00 X 10, Serial No. 09-213147-2.
10687811	11/6/2009	Midland Paper	(1) Model MPS6510 Sealer with trimmer, heater, on/off stand- rails, variable speed control etc., Serial No. 2271.
IN20818	12/3/2009	Geen Industries, Inc.	(1) 84,000 gpd Reverse Osmosis Unit, Serial No. 131037.
PF11110.1	1/11/2010	Wolf-Tec, Inc.	(1) GMS Multicut 1200 Portioner, Serial No. GMS0035.

WG290972	9/28/2009	Steam Sales Corporation	(1) Steam Boiler System, including (1) Fulton FBS-400 Boiler, Serial No. 2129-HFTC, (1) Fulton FD-800-H Deaerator, Serial No. 6512-FTC, (1) Fulton F-3505 Blowdown Tank with cooling tank, (1) Stack, (2) Modulating Feedwater assembly.
162115BB	12/17/2009	Fulton Thermal Corp	
46629	12/21/2009	Reed Machinery & Transportation Co, Inc.	Transportation of Fulton Boiler

U2009151848_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21430361

ILIL
FIXTURE

File with: CC IL Will, IL

U2009151848
Receipt # T20090155465
Karen A. Stukel Will County Recorder GP
LH Date 12/24/2009 Time 15:49:36
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME:

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
THREE CAPITAL DRIVE	EDEN PRAIRIE	MN	55344	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
21430361 12.S BPU

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 04/20/02)

Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071, Tel. (800) 331-3282

U2009151848_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

21430361-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 12.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by UCC-Direct Services, Inc., P.O. Box 29071

Schedule "A"

Equipment
Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
504656	1/31/2009	Reliable Fire Equipment Company	CO2 Fire Suppression System
505237	2/12/2009	Reliable Fire Equipment Company	
17933	1/27/2009	E-Quip Manufacturing Co.; Inc	Cooling System for Mixer-Grinder No. 3.
18061	4/17/2009		
CD209020486	2/20/2009	Cozzini, Inc.	Material Handling System for Bridge Machine: (1) Cozzini Model P8517-CVD610 Vat/Combo Dumper, Serial No. P8517-08-29558 to include: (1) pair SS Cylinders, (1) Manually Adjustable Holddown, and (1) Cozzini P8517-CISL2000 Including Pivoting Screw Loadar, Serial No. P8517-08-29559 (1) Driven Ribbon Hopper Agitator and (2) Cozzini. High Level Probe Package.
CD209040456	4/20/2009		
CD209040688	4/30/2009		
132071-000	3/31/2009	Poly-Clip System	(1) Poly Clip ICA 8700, Serial No. 893/08
132166-000	3/31/2009		Freight
522685	2/27/2009	Stork Townsend, Inc.	(1) Townsend Model SK11-320 Skinner, Serial No. 10265.
20081-01	4/20/2009	AMS Mechanical Systems, Inc	(1) 30,000 CFM Intake Hood for H&C Oven w Stainless Steel Drip Pan
61737	4/23/2009	United Lift Truck	(10) 12P85 Batteries. Serial Nos: 3074DS, 3075DS, 3076DS, 3077DS, 3078DS, 3079DS, 3080DS, 3081DS, 3082DS, 3083DS.
029212-00		American Food Equipment Co., Inc.	(1) AMFEC Model 510 Vacuum Mixer Blender, Serial No. 060408.
0000021760			
90006516	4/10/2009	Formax, Inc.	(1) Formax MC27 Cuber-Perforator Patty Machine with Standard and Waffle Blade Assembly, Serial No. G1ES94.
90006531	5/8/2009		
90006539	5/8/2009		
61710	4/8/2009	United Lift Truck	(1) Hyster B60ZAC Fork Lift, Serial No. B233N02239F, (1) 12-85D-13 Battery

54418	4/27/2009	M-Tek, Inc.	(1) Corr-vac vacuum packaging machine, Model Mark III, Serial No. 2271.
54302	4/20/2009		
433750	7/27/2009	Koch Equipment LLC	(1) Koch EL275 Film Loader Lift with Overt Spindles, Serial No. C2142 F/Machine 870402-0200
61881	8/11/2009	United Lift Truck	(2) Hyster B80ZAC Fork Lifts, Serial Nos. B233N02225F, B233N02236F
11111111	8/10/2009	Midland Paper Packaging & Supplies	(2) Q31 Swing Arm Units with Zebra, Serial Nos. 04CO9340009 and 4CO9340010: Labelers for RTE Packaging Line. Quadrel Serial Nos. 80021-01, 80021-02, 80021-03 and 80021-04.
22222222	8/10/2009		
33333333			
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 63750 with S/S Combo Dumper, S/S Incline Screw Auger and E-Quip Column Lift, Serial No. 7658
3625	8/11/2009	Kohler Auctions	Freight
1467	8/21/2009	Viers Industries, Inc.	De-Installation
5059	8/20/2009	Kohler Auctions	(1) Wolfking Mixer Grinder, Serial No. 57041, with A-One Workhorse Column Lift: Serial No.23015-NDE
5500	7/30/2009	Metrolift, Inc.	(1) 32' Electric Scissor Lift, Serial No. 70005595.
AP281604	9/3/2009	Brown International Corporation, LLC	(1) Brown Model 202 Series 203 Meat Refiner, Serial No. 203BARA336.
17990	2/23/2009	E-Quip Manufacturing Co.. Inc	(1) Model 240 Incline Screw Conveyor for Meatloaf Line, Serial No. 11871.
18105	5/20/2009		
10159621	5/4/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE190263 & 189386, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, Serial Nos. TB1190266 & 189388 (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10159622	6/19/2009		
9514353	6/11/2009	Domino Amjet Inc.	(2) Domino A400 Printers with Airdryer, Serial Nos. N4A08073 and N4A08076.
1176961	7/7/2009		
290627	6/25/2009	Triangle Package Machinery Company	Parts to add Cello Capability to Machine S/N 120998
30005984	8/28/2009		

5260002254	6/24/2009	Foss North America, Inc.	FoodScan Pro, with Analyzer Unit incl. Panel PC with touch screen, CD-RW and Windows XP installed, standard acessories, Serial No. 520021559
101074587	8/24/2009	Northland Laboratories	Laboratory testing fee
101074320	8/10/2009	Northland Laboratories	Laboratory testing fee
101073869	7/20/2009	Northland Laboratories	Laboratory testing fee
101074005	7/27/2009	Northland Laboratories	Laboratory testing fee
77303450V4	9/30/2009	Foss North America, Inc.	FoodScan Pro and Maintenance Agreement
5260007068	10/5/2009	Foss North America, Inc.	FoodScan Pro and (3) Sample Cups
10534841	8/18/2009	Midland Paper Packaging & Supplies	RTE Packaging System: (2) Left Handed E2500 Case Erectors, Serial Nos. 2CE07195264 and 2CE195260, (2) 12" wide Conveyors, (2) Ergopack Hand Pack Stations, (2) TBS-100 Sealers, (2) Powered Case Magazine, (2) Voltage Upgrades, (2) External Vacuum Filters.
10534842	9/30/2009		
59250	6/22/2009	Comark Corporation	(3) PC Cells, Serial Nos. C902718, C0902719, C0902720
6255	4/2/2009	M&M Equipment Corp	(1) Grote Model 2530-3 double head slicer with controls, Serial No. 1072099
101080	5/26/2009	Nationwide Transportation, Inc.	Shipping

Equipment
Location:
525 W. Crossroads Parkway
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
124514	8/26/2009	Southwest Town Mechanical Services	Furnish and install new island canopy hood for impo oven
95022560	1/29/2009	Heat and Control, Inc.	(1) Model IMP-JR-45A S-1 AirForce Impingement Oven, Serial No. IMPS-45AS-1.
30901154			
3680	9/16/2009	Kohler Industries	(1) Mepaco Vacuumizing Stuffer, Serial No. R-1065.

Equipment
Location:
550 NW Frontage Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
4300006517	4/28/2009	Multivac, Inc.	(1) Multivac T400 Tray Pack with #3 tool for Cooked Beef Brisket with BBQ Sauce, Serial No. 125706
6300000122	5/7/2009		
S009027	4/15/2009	Red Prairie Corp	Forklift Computer Equipment: (3) Vehicle Mount Computers, Serial Nos. VX609126925, VX609126926, VX609126927
S009045	4/21/2009		Service and Maintenance contract
10164731	5/7/2009	Midland Paper Packaging & Supplies	(1) Emplex 6510 Bag Sealer with Cutter Section, Serial No. 09/44400/R4.

** End of Exhibit ***

le

8449613-001

C.#151111122
L#: 518481
Ls#:_____

Equipment Schedule No. 14
CSA

This **EQUIPMENT SCHEDULE NO. 14** ("Schedule") between **KEY EQUIPMENT FINANCE INC.**, ("Lessor"), and **QUANTUM FOODS 213-D, LLC**, a Delaware limited liability company, **QUANTUM FOODS, LLC**, a Delaware limited liability company, **GDC LOGISTICS, LLC**, a Delaware limited liability company, and **QUANTUM CULINARY, LLC**, an Illinois limited liability company ("Lessee") is dated as of March 24, 2010 and is issued in connection with the Master Equipment Lease Agreement dated as of June 25, 2007 ("Master Lease"). Unless otherwise defined, capitalized terms used herein shall have the meanings specified in the Master Lease.

EQUIPMENT & INVOICING TERMS

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment listed on Exhibit A attached hereto (the "Equipment"). The aggregate cost of such Equipment is **$1,027,377.92** ("Total Cost").

2. **TERM.** The Initial Term of this Lease expires on the date that is 60 months after the Rent Commencement Date (the "Initial Term Expiration Date")

3. **RENT PAYMENT DATES; RENT.** Lessee hereby agrees to pay Rent for the Equipment throughout the Initial Term in 60 consecutive Monthly installments payable in arrears on the Rent Commencement Date and on the same day of each period thereafter (each, a "Rent Payment Date"). Each such installment of Rent shall be in an amount equal to **$21,200.04**.

In addition, Lessee hereby agrees to pay Rent for the period commencing on the Interim Rent Commencement Date (as hereinafter defined) and ending on the day before the Rent Commencement Date in an amount equal to $249.71 per day, and agrees that, with respect to the Equipment described on this Schedule, the following modifications are hereby made to the Master Lease: (a) "Rent Commencement Date" means either (i) the date on which Lessor disburses funds for the purchase of the Equipment ("Disbursement Date") if such date is the first of the month or (ii) in all other cases the 1st day of the first month following the Disbursement Date, (b) "Interim Rent Commencement Date" means the Disbursement Date, or such later date (prior to the Rent Commencement Date) as determined by Lessor in its sole discretion, and (c) Section 18 of the Master Lease captioned "Default; Remedies" is hereby amended to delete the term "Rent Commencement Date" where it appears and to substitute the phrase "Rent Commencement Date or Interim Rent Commencement Date, as the case may be," in its place.

4. **EQUIPMENT LOCATION; BILLING ADDRESS.** Equipment described on this Schedule shall be located at, and except as otherwise provided in this Lease, shall not be removed from, the following address set forth on the attached Exhibit A. The billing address of Lessee is: QUANTUM FOODS 213-D, LLC, 750 South Schmidt Rd, Bolingbrook, IL 60440.

TRANSACTION TYPE TERMS

5. **PURCHASE, RENEWAL AND OPTION TERMS.** (a) Dollar Purchase Option. With respect to Equipment described on this Schedule, on the Initial Term Expiration Date and so long as no Default shall have occurred and be continuing, Lessee shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor hereunder, Lessor shall release its interest in the Equipment.

(b) Prepayment Option. So long as no Default shall have occurred and be continuing and Lessee shall have given Lessor at least 90 but not more than 180 days' prior written notice, Lessee shall have the option to prepay the Lease on any Rent Payment Date occurring after the date which is 12 months after the Rent Commencement Date (each, a "Prepayment Date") for an amount (the "Prepayment Amount") equal to (1) any unpaid Rent and all other amounts due on or before such Prepayment Date, *plus* (2) an amount equal to the Rent payable for the remainder of the Initial Term, after discounting such future Rent to present worth as of such Prepayment Date on the basis of a per annum rate of discount equal to the rate at which such Rent was originally calculated, determined in Lessor's sole discretion, from the respective dates upon which such Rent would have been paid had this Lease not been prepaid (the "Present Value Future Rents"), *plus* (3) any applicable sales taxes, *plus* (4) $1.00, *plus* (5) a prepayment premium expressed as a percentage of the Present Value Future Rents applied as follows:

Months	Prepayment Premium
1-12	No Prepayment Permitted
13-24	2.50%
25-36	2.00%
37-48	1.50%
49-End of Term	1.00%

Payment of the Prepayment Amount, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) on or before the Prepayment Date, shall be made on the Prepayment Date in immediately available funds. Thereafter, upon Lessee's written request, Lessor shall deliver to Lessee a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment **ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER.** If Lessee shall fail to pay all amounts required to be paid under the Lease on the Prepayment Date, the Lease shall continue in full force and effect and Lessee agrees to reimburse Lessor for all reasonable attorneys' fees, costs, expenses and liabilities incurred in connection therewith.

6. **NATURE OF TRANSACTION; SECURITY AGREEMENT** (a) General. To secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease or otherwise, Lessee hereby grants to Lessor a first priority security interest in the Equipment and all related accessions, substitutions, replacements and proceeds. The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law.

(b) Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly pay all such taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill.

(c) Disclaimer. **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

MISCELLANEOUS TERMS & CONDITIONS

7. **INSURANCE; STIPULATED LOSS VALUE.** (a) Lessee shall arrange and pay for commercial general liability insurance in an amount satisfactory to Lessor, but not less than $1,000,000

(b) The Stipulated Loss Values applicable to the Equipment and this Lease are as set forth on Exhibit B hereto.

8. **COUNTERPARTS; DOCUMENT DELIVERY.** (a) This Schedule may be executed in any number of counterparts, each of which when executed or otherwise authenticated and delivered constituting an original, but all together one and the same instrument. Notwithstanding the foregoing, Lessor and Lessee agree that they intend that there shall be only one manually executed original of this Schedule and, to the extent that this document constitutes chattel paper under the UCC, no security interest herein may be created by the transfer or possession of any counterpart other than the original hereof.

(b) Lessee represents and warrants that the Lease Documents have not been, and shall not be, altered or modified by Lessee regardless of whether such documentation was transmitted to Lessee *via* electronic or analog means

9. **RELATIONSHIP TO MASTER LEASE; FURTHER ASSURANCES.** The terms of the Master Lease are incorporated herein by reference and Lessee hereby reaffirms all terms of the Master Lease. If any of the terms of this

Schedule are contrary to or inconsistent with any terms of the Master Lease, the terms of this Schedule shall govern. This Schedule together with the Master Lease as incorporated herein, shall constitute a separate lease agreement and **LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE.** Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under this Lease.

10. **AMENDMENTS TO MASTER LEASE.** For the purposes of and solely related to this Schedule only, the Master Lease is amended as follows:

(a) The following sentence is inserted at the end of Section 9(b) of the Master Lease: "In the event that Lessee elects not to remove any such Upgrade, then Lessee's right, title and interest in and to such Upgrade shall immediately pass to Lessor without further act."

(b) The following is inserted at the end of Section 9(c) of the Master Lease: "A Lease shall be deemed to be a 'Related Lease' for the purposes of this subsection (c) if and only to the extent that the 'Lessor' under such Lease is the same person constituting the Lessor under this Schedule. In addition, Lessee shall not attach or affix any Equipment described in this Schedule to, or use any such Equipment in connection with, Equipment under a Lease that is not a Related Lease."

(c) The phrase ", **UPON PRIOR WRITTEN NOTICE TO LESSOR,**" is hereby inserted immediately prior to the phrase "**TO ANY ENTITY PERMITTED UNDER SECTION 18(a)(viii) HEREOF**" in Section 12(a)(i) of the Master Lease.

(d) The last sentence of Section 12(a) of the Master Lease is deleted in its entirety and replaced with the following: "**LESSEE ACKNOWLEDGES THAT IT REMAINS PRIMARILY LIABLE FOR ALL OBLIGATIONS HEREUNDER NOTWITHSTANDING ANY SUBLEASE, TRANSFER, OR ANY OTHER DISPOSITION OF THE EQUIPMENT DESCRIBED IN THIS SECTION 12(a), INCLUDING ANY USE BY AN AFFILIATE.** Any person that is a permitted buyer, assignee, transferee, pledgee, hypothecatee, or other receiver of disposition pursuant to Section 12(a)(i) above shall execute and deliver to Lessor an acknowledgement and assumption agreement in such form as Lessor may reasonably require, together with supporting evidence of authority to enter into such agreement (collectively, '**Assumption Documents**')."

(e) In Section 18(a) of the Master Lease, the word 'or" immediately prior to clause (x) thereof is deleted, and the following is inserted immediately following clause (x) thereof: "; or (xi) there is any change in controlling ownership of Lessee or any Guarantor without the prior written consent of Lessor; provided, however, that such prior written consent will not be required for any change in controlling ownership if (A) after such change in controlling ownership, the relevant Lessee or Guarantor is at least 75% owned , directly or indirectly, by Edward B. Bleka, Jane Bleka, or any trust for the benefit of the foregoing individuals, and the remainder of such party is owned, directly or indirectly, by any of their children or any trust for the benefit of the foregoing individuals, and (B) 30 days' prior written notice of such change in controlling ownership is given to Lessor."

(f) The following sentence is inserted at the end of Section 18(a) of the Master Lease: "Any person described in clause (A) of the proviso of Section 18(a)(viii) above, whether a surviving party or a purchaser, shall, contemporaneously with any such merger, consolidation, or sale described therein, execute and deliver to Lessor Assumption Documents."

(g) The amendments set forth in this Section 10 shall apply only to this Schedule and not to any other Schedule under the Master Lease

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessee:

QUANTUM FOODS 213-D, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

QUANTUM FOODS, LLC

X _____
Name: Edward B Bleke
Title: President and CEO

Lessee:

QUANTUM CULINARY, LLC

X _____
Name: Edward B. Bleke
Title President and CEO

Lessee:

GDC LOGISTICS, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessor:

KEY EQUIPMENT FINANCE INC.

By Debra M. Zamudio
Name: DEBRA M. ZAMUDIO
Title: DESIGNATED SIGNER

Exhibit A

EQUIPMENT DESCRIPTION

Lessor: KEY EQUIPMENT FINANCE INC.

Lessee: QUANTUM FOODS 213-D, LLC, QUANTUM FOODS, LLC, QUANTUM CULINARY, LLC and GDC LOGISTICS, LLC

Lease: Equipment Schedule No. 14 dated as of March 24, 2010 to Master Equipment Lease Agreement dated as of June 25, 2007.

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	IN SYSTEM
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136000529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No 2956AT, (1) 36 Volt Charger, Serial No. 110CS76668
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer

Equipment Location:
525 W. Crossroads Pkwy
Bolingbrook, IL 60440

901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

*** End of Exhibit ***

Exhibit B

STIPULATED LOSS VALUES

Date	Stipulated Loss Value (% of Cost)
4/1/2010	105.000000
5/1/2010	103.581559
6/1/2010	102.153811
7/1/2010	100.716368
8/1/2010	99.269551
9/1/2010	97.811011
10/1/2010	96.342607
11/1/2010	94.864719
12/1/2010	93.374968
1/1/2011	91.875182
2/1/2011	90.365800
3/1/2011	88.844412
4/1/2011	87.310966
5/1/2011	85.767361
6/1/2011	84.214274
7/1/2011	82.650921
8/1/2011	81.078016
9/1/2011	79.492820
10/1/2011	77.897182
11/1/2011	76.291876
12/1/2011	74.674132
1/1/2012	73.045770
2/1/2012	71.407623
3/1/2012	69.756889
4/1/2012	68.093513
5/1/2012	66.418942
6/1/2012	64.733661
7/1/2012	63.037065
8/1/2012	61.329681
9/1/2012	59.609399
10/1/2012	57.877610
11/1/2012	56.134908
12/1/2012	54.379147
1/1/2013	52.611687
2/1/2013	50.833186
3/1/2013	49.041464
4/1/2013	47.236463
5/1/2013	45.419139
6/1/2013	43.589765
7/1/2013	41.747935
8/1/2013	39.893968
9/1/2013	38.026441
10/1/2013	36.146248
11/1/2013	34.253782
12/1/2013	32.347582
1/1/2014	30.428505
2/1/2014	28.497016
3/1/2014	28.551617
4/1/2014	24.592245
5/1/2014	22.619317
6/1/2014	20.632882
7/1/2014	18.632744
8/1/2014	16.619001
9/1/2014	14.590977
10/1/2014	12.549022
11/1/2014	10.493313
12/1/2014	8.423133
1/1/2015	6.338793

2/1/2015	4.240547
3/1/2015	2.127638

Joanne Wagoner
Account Manager

Key Equipment Finance Inc.
1000 S. McCaslin Boulevard
Superior, CO 80027
Tel: (720) 304-1588
Fax: (720) 304-1470

March 29, 2010

Quantum Foods, LLC
Quantum Foods 213-D, LLC
GDC Logistics, LLC
Quantum Culinary, LLC
750 S. Schmidt Rd
Bolingbrook, IL 60440

Re Notice and Acknowledgment of Assignment of Equipment Schedule No. 14 and, to the extent incorporated therein by reference, Master Equipment Lease Agreement dated as of June 25, 2007 (the "Lease"), between the undersigned Original Lessor and Lessee (this "Notice")

Original Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Original Lessor has assigned to **General Electric Capital Corporation** ("Assignee"), whose offices are at 3 Capital Drive, MS#1-3B, Eden Prairie, MN 55344 all right, title, interest and obligations (on a going forward basis only) of Original Lessor in and to the Lease. From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid directly to Original Lessor as agent for Assignee until such time as Assignee shall otherwise direct.

In recognition of Assignee's reliance upon this Notice, Lessee certifies, confirms and agrees as follows:

1. The Lease has been duly authorized, executed and delivered by Lessee; constitutes the legal, valid and binding obligation of Lessee and is enforceable against Lessee in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein; is in full force and effect on the date of execution of this Notice by such party; is free from all defenses, set-offs and counterclaims; and no default or event which with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred.

2. There are no modifications, amendments or supplements to the Lease; no future modification, termination, amendment or supplement to the Lease shall be effective without Assignee's prior written approval; and no settlement of amounts due under the Lease shall be effective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Lease.

4. Neither Lessee nor Original Lessor has breached any provision of the Lease in any respect, and there has been no prepayment of rent or other sums payable under the Lease and no casualty has occurred with respect to the Equipment. The Lease is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of March 29, 2010, the remaining rentals due under the Lease are as follows: Interim Rent as defined in section 3 of the Equipment Schedule due April 1, 2010, plus sixty (60) monthly payments, in arrears, each in the amount of $21,200.04.

5. Lessee acknowledges and agrees that:
   (a) other than as agent for Assignee as specified above, Original Lessor shall have no interest or authority of any nature regarding the Equipment or the Lease;
   (b) unless otherwise instructed in writing by Assignee, Lessee will deal exclusively with respect to the Lease with Original Lessor as agent for Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee to Original Lessor as agent for Assignee at the address listed above;
   (c) if the Lease consists of a schedule incorporating the terms of a master lease agreement, then such Lease is separate and severable from each other schedule to the same master lease agreement, and Assignee may take enforcement action independently of the owners or pledgees of such other schedules and independently of the owners or pledgees of Equipment not covered by the Lease;
   (d) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm Assignee's rights under the Lease and ownership of the Equipment; and
   (e) Lessee waives and agrees not to assert against Assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Original Lessor for any reason whatsoever.

6. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or the rents reserved thereunder or the Equipment.

7. Lessee will keep the Lease and the Equipment free and clear of all liens and encumbrances (other than the interest of Original Lessor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Original Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.

9. Lessee has executed only one (1) original of the Lease and of its incorporated master lease agreement, if any, (which was delivered to Original Lessor), and has no original in its possession.

10. At the request of Assignee, Lessee will deliver to Assignee evidence satisfactory to Assignee that Assignee is an additional insured and loss payee under the insurance required to be maintained by the Lease.

Please execute where indicated below and return to the address specified above.

Key Equipment Finance Inc.
Original Lessor

By: Debra M. Zamudio

Name: DEBRA M. ZAMUDIO

Title: DESIGNATED SIGNER

Accepted and agreed to on this 30th day of March, 2010

Quantum Foods, LLC
Lessee

By: _____

Name: Edward B Bleke

Title: President and CEO

Accepted and agreed to on this 31st day of March, 2010.

Quantum Foods 213-D, LLC
Lessee

By: _____

Name: Edward B Bleke

Title: President and CEO

Accepted and agreed to on this 31st day of March, 2010.

Quantum Culinary, LLC
Lessee

By _____

Name Edward B Bleke

Title President and CEO

Accepted and agreed to on this 31st day of March, 2010

GDC Logistics, LLC
Lessee

By _____

Name Edward B Bleke

Title President and CEO

SPECIFICATION OF ASSIGNED SCHEDULE
(LEASE)

Executed pursuant to the Master Assignment Agreement dated as of the 27th day of October, 2004 (the "Agreement"), by and between the undersigned Assignor and Assignee.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessees: Quantum Foods 213-D, LLC, Quantum Foods, LLC, GDC Logistics, LLC and Quantum Culinary, LLC

2. Date of Master Equipment Lease Agreement: June 25, 2007.

3. Equipment Schedule No. 14

4. Total Invoice Cost: 1,027,377.92

5. Remaining rentals due under Equipment Schedule No. 14: interim rent as described in section 3 of the Equipment Schedule, due April 1, 2010 (the "Interim Rent"); plus (60) monthly payments, in arrears, each in the amount of $21,200.04, with the first payment due to Assignee on May 1, 2010.

6. Consideration: Assignor hereby requests and authorizes Assignee to pay:
   a) Fee of $16,438.05 to Assignor, plus
   b) Equity of $1,027,377.92 to Payees as indicated on the Payment of Proceeds Instructions.

7. Guaranty: N/A.

8. The attached Schedule A is incorporated herein by this reference.

9. The Equipment is located in California Yes ___ No __X__

10. All taxes required to be paid in connection with the acquisition of the Equipment have been

    paid in full in advance __X__

    or

    are being billed to the Lessee ___.

11 The fiscal agency provisions of the Addendum to Master Assignment Agreement dated as of November 14, 2006 do apply to this Specification.

12. The Equipment is of a type that is covered by the California Waste Recycling Fee Law (check one): ☐ Yes ☒ No

13. If "Yes" has been checked for number 12 above, Seller hereby represents and warrants that the California Waste Recycling Fee has been paid in full.

Date of Execution: March 31, 2010.

Key Equipment Finance Inc.
Assignor

By: _____

Name: DEBRA M. ZAMUDIO

Title: DESIGNATED SIGNER

General Electric Capital Corporation
Assignee

By: _____

Name: Philip Long

Title: Sr. Risk Analyst

Attachment: Schedule A, list of Lease Documents

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

22637040

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101109713
File Date : 31-MAR-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 South Schmidt Road | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID#, if any: 4186309 | NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any | NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC Processing, 3333 Hesper Rd, Reference 35701 | CITY: Billings | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION [if applicable] | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637040 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions [3.20.0]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods 213-D, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 41382210-DE-0 21171 -

File with: Secretary of State, DE BPU 14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any

12 ☐ ADDITIONAL SECURED PARTY's or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b) ☐ NONE

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers collateral, or is filed as a ☐ fixture filing ☐ timber to be cut or ☐ as-extracted

14. Description of real estate:

16. Additional Collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.
☐ Debtor is a TRANSMITTING UTILITY
☐ Filing in connection with a Manufactured-Home Transaction
☐ Filing in connection with a Public-Finance Transaction

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions [3.23.0]

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

22637190

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21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101110174
File Date : 31-MAR-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: **Quantum Foods, LLC**

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 South Schmidt Rd. | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID#, if any: 3949400

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any

NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: **General Electric Capital Corporation**

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC Processing, 3333 Hesper Rd, Reference 35701 | CITY: Billings | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

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5. ALTERNATE DESIGNATION [if applicable]: LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]: All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637190 BPU

14

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions [3.23.0]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 41382169-DE-9 21171 -

File with: Secretary of State, DE BPU 14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				NONE

12. ☐ ADDITIONAL SECURED PARTY's or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers collateral, or is filed as a ☐ fixture filing ☐ timber to be cut or ☐ as-extracted

14. Description of real estate:

16. Additional Collateral description

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.
☐ Debtor is a TRANSMITTING UTILITY
☐ Filing in connection with a Manufactured-Home Transaction
☐ Filing in connection with a Public-Finance Transaction

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions [0 23 0]

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.therefrom,

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SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
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14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

22637433

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21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101110166
File Date : 31-MAR-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC Logistics, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 South Schmidt Rd | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID#, if any: 4182138 | NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any | NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC Processing, 3333 Hesper Rd, Reference 35701 | CITY: Billings | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]: All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637433 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions [3.23.0]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
GDC Logistics, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 41382240-DE-0 21171 -

File with: Secretary of State, DE BPU 14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				NONE

12. ☐ ADDITIONAL SECURED PARTY's or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

17. Check only if applicable and check only one box.
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.
☐ Debtor is a TRANSMITTING UTILITY
☐ Filing in connection with a Manufactured-Home Transaction
☐ Filing in connection with a Public-Finance Transaction

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions (3 23 0)

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This page and any following pages include and merge any text received for the collateral description with any attachments.

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

[redacted]

RECEIVED
SECRETARY OF STATE
UNIFORM COMM CODE DIV.

2010 APR -2 PM 4:30

UCU104/02/10:03:6506:
20.00 CK01
SOSIL 11:39 15153555 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

22636901

ILIL

UC0535383

FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	0053883-3 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

+3

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22636901 14 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2010 APR -2 PM 4:30

UCU104/02/10:03:6506:
20.00 CK01
SOSIL 11:39 15153555 FS

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22636901-IL-0

21171 KEY EQUIPMENT

File with: Illinois BPU 14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

-13

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions, P.O. Box 29071
Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2010 APR -2 P 4:30

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22636901-IL-0

21171 KEY EQUIPMENT

File with: Illinois BPU 14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

(12)

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
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14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
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14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

UCU104/02/10:03:6506:
20.00 CK01
SOSIL 11:39 15153555 FS

U2010033668_1

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

22637224

ILIL
FIXTURE

File with: CC IL Will, IL

U2010033668
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] (ADDITIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637224 14 C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033668_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637224-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033668_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

22637224-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
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14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
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14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A358030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

U2010033667_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

22637391

ILIL
FIXTURE

File with: CC IL Will, IL

U2010033667
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637391 14 S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033667_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637391-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033667_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637391-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

U2010033672_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

22636963

ILIL
FIXTURE

U2010033672
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	0053883-3 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22636963 14 S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033672_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22636963-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033672_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22636963-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

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18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

U2010033671_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

22637006

ILIL
FIXTURE

U2010033671
Receipt # T20100038112

Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	0053883-3 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637006 14 C 1104 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033671_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637006-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033671_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637006-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033671_4

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

U2010033670_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

22637107

ILIL
FIXTURE

File with: CC IL Will, IL

U2010033670
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 SOUTH SCHMIDT ROAD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: 4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC PROCESSING 3333 HESPER RD, * | CITY: BILLINGS | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637107 14 S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033670_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637107-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033670_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637107-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

4

U2010033669_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

22637162

ILIL
FIXTURE

File with: CC IL Will, IL

U2010033669
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 SOUTH SCHMIDT ROAD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: 4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC PROCESSING 3333 HESPER RD, * | CITY: BILLINGS | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

22637162 14 C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033669_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637162-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033669_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637162-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

U2010033666_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

22637466

ILIL
FIXTURE

File with: CC IL Will, IL

U2010033666
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637466 14 C 11-4 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033666_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637466-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033666_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637466-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.
☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction
☐ Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

U2010033665_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

22637527

ILIL
FIXTURE

U2010033665
Receipt # T20100038112
Karen A. Stukel Will County Recorder 4P
LH Date 04/01/2010 Time 14:44:29
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

File with: CC IL Will, IL

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
22637527 14 S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033665_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637527-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033665_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

22637527-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 14 S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09) 2

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010033665_4

SCHEDULE "A"

Invoice #	Invoice Date	Vendor	Equipment Description
95024490	9/29/2009	Heat and Control, Inc.	(2) Ishida Weigher Model CCW-R-214W-S/70-WP w 14 weigh heads, 53 discharge chute ange, embossed product contact surfaces, remote control unit with built-in printer, power supply. Serial Nos. 53951 and 54253.
95024643	10/19/2009	Heat and Control, Inc.	
95025052	11/25/2009	Heat and Control, Inc.	
95025051	11/24/2009	Heat and Control, Inc.	
95025359	12/30/2009	Heat and Control, Inc.	
13179	12/3/009	Delta Traffic Services	Freight charges for Ishida Weighers
13185	12/11/2009	Delta Traffic Services	Freight charges for Ishida Weighers
14626	9/18/2009	United Maintenance Welding & Machining	(4) Meat Racks
14635	9/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14646	10/5/2009	United Maintenance Welding & Machining	(2) Meat Racks
14662	10/23/2009	United Maintenance Welding & Machining	(2) Meat Racks
14687	11/11/2009	United Maintenance Welding & Machining	(2) Meat Racks
14697	11/18/2009	United Maintenance Welding & Machining	(2) Meat Racks
14733	12/29/2009	United Maintenance Welding & Machining	(2) Meat Racks
14743	1/7/2010	United Maintenance Welding & Machining	(2) Meat Racks
14750	2/4/2010	United Maintenance Welding & Machining	(2) Meat Racks
136003529	2/16/2010	Crown Lift Trucks	(1) Crown RC5545-40 Stand-up Counterbalanced Rider, Serial No. 1A356030; (1) 36 Volt Battery, Serial No. 2956AT; (1) 36 Volt Charger, Serial No. 110CS76668.
166832	2/11/2010	Ross Industries Inc	(8) C770T Tabletop Tendercubes, Serial Nos. 1130, 1135, 1136, 1137, 1138, 1139, 1140 and 1141; (1) Spare Parts Package
M80035-A	12/11/2009	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-01	2/23/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
M80035-B	3/24/2010	GEA Aerofreeze Systems, Inc.	Gear Motor and Belt Replacement for Spiral Freezer
901085	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	(1) FPEC 814 CO2 Paddle Mixer w Installation, Serial No. 6665.
901086	1/19/2010	Alkar-Rapidpack-MPEquipment Inc.	
901153	2/23/2010	Alkar-Rapidpack-MPEquipment Inc.	

8457604-001

C #151111122
L# 518481
Ls# _____

Equipment Schedule No. 15
CSA

This **EQUIPMENT SCHEDULE NO. 15** ("Schedule") between **KEY EQUIPMENT FINANCE INC.**, ("Lessor"), and **QUANTUM FOODS 213-D, LLC**, a Delaware limited liability company, **QUANTUM FOODS, LLC**, a Delaware limited liability company, **GDC LOGISTICS, LLC**, a Delaware limited liability company, and **QUANTUM CULINARY, LLC**, an Illinois limited liability company ("Lessee") is dated as of May 24, 2010 and is issued in connection with the Master Equipment Lease Agreement dated as of June 25, 2007 ("Master Lease"). Unless otherwise defined, capitalized terms used herein shall have the meanings specified in the Master Lease.

EQUIPMENT & INVOICING TERMS

1. **EQUIPMENT.** Pursuant to the terms and conditions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, the equipment listed on Exhibit A attached hereto (the "Equipment"). The aggregate cost of such Equipment is **$874,015.75** ("Total Cost").

2. **TERM.** The Initial Term of this Lease expires on the date that is 60 months after the Rent Commencement Date (the "Initial Term Expiration Date").

3. **RENT PAYMENT DATES; RENT.** Lessee hereby agrees to pay Rent for the Equipment throughout the Initial Term in 60 consecutive Monthly installments payable in arrears on the Rent Commencement Date and on the same day of each period thereafter (each, a "Rent Payment Date"). Each such installment of Rent shall be in an amount equal to **$17,881.26**.

In addition, Lessee hereby agrees to pay Rent for the period commencing on the Interim Rent Commencement Date (as hereinafter defined) and ending on the day before the Rent Commencement Date in an amount equal to $203.45 per day, and agrees that, with respect to the Equipment described on this Schedule, the following modifications are hereby made to the Master Lease: (a) "Rent Commencement Date" means either (i) the date on which Lessor disburses funds for the purchase of the Equipment ("Disbursement Date") if such date is the first of the month or (ii) in all other cases the 1st day of the first month following the Disbursement Date, (b) "Interim Rent Commencement Date" means the Disbursement Date, or such later date (prior to the Rent Commencement Date) as determined by Lessor in its sole discretion, and (c) Section 18 of the Master Lease captioned "Default; Remedies" is hereby amended to delete the term "Rent Commencement Date" where it appears and to substitute the phrase "Rent Commencement Date or Interim Rent Commencement Date, as the case may be," in its place.

4. **EQUIPMENT LOCATION; BILLING ADDRESS.** Equipment described on this Schedule shall be located at, and except as otherwise provided in this Lease, shall not be removed from, the following address set forth on the attached Exhibit A. The billing address of Lessee is: QUANTUM FOODS 213-D, LLC, 750 South Schmidt Rd, Bolingbrook, IL 60440.

TRANSACTION TYPE TERMS

5. **PURCHASE, RENEWAL AND OPTION TERMS.** (a) Dollar Purchase Option. With respect to Equipment described on this Schedule, on the Initial Term Expiration Date and so long as no Default shall have occurred and be continuing, Lessee shall pay to Lessor an amount equal to $1.00. Upon payment in full by Lessee of all Rent (and all other sums) payable to Lessor hereunder, Lessor shall release its interest in the Equipment.

(b) Prepayment Option. So long as no Default shall have occurred and be continuing and Lessee shall have given Lessor at least 90 but not more than 180 days' prior written notice, Lessee shall have the option to prepay the Lease on any Rent Payment Date occurring after the date which is 12 months after the Rent Commencement Date (each, a "Prepayment Date") for an amount (the "Prepayment Amount") equal to (1) any unpaid Rent and all other amounts due on or before such Prepayment Date, *plus* (2) an amount equal to the Rent payable for the remainder of the Initial Term, after discounting such future Rent to present worth as of such Prepayment Date on the basis of a per annum rate of discount equal to the rate at which such Rent was originally calculated, determined in Lessor's sole discretion, from the respective dates upon which such Rent would have been paid had this Lease not been prepaid (the "Present Value Future Rents"), *plus* (3) any applicable sales taxes, *plus* (4) $1.00, *plus* (5) a prepayment premium expressed as a percentage of the Present Value Future Rents applied as follows:

Months	Prepayment Premium
1-12	No Prepayment Permitted
13-24	2.50%
25-36	2.00%
37-48	1.50%
49-End of Term	1.00%

Payment of the Prepayment Amount, together with all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) on or before the Prepayment Date, shall be made on the Prepayment Date in immediately available funds. Thereafter, upon Lessee's written request, Lessor shall deliver to Lessee a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment **ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER.** If Lessee shall fail to pay all amounts required to be paid under the Lease on the Prepayment Date, the Lease shall continue in full force and effect and Lessee agrees to reimburse Lessor for all reasonable attorneys' fees, costs, expenses and liabilities incurred in connection therewith.

6. **NATURE OF TRANSACTION; SECURITY AGREEMENT.** (a) General. To secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease or otherwise, Lessee hereby grants to Lessor a first priority security interest in the Equipment and all related accessions, substitutions, replacements and proceeds. The parties intend to comply with all applicable laws, and if it is determined that any payment under the Lease exceeds any amount allowed by applicable law, then the excess portion shall be applied to the repayment of principal, and any interest will be charged at the highest rate allowed by law.

(b) Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will list itself as owner of all Equipment for property tax purposes and will promptly pay all such taxes when due. In those jurisdictions in which Lessor is required to list itself as owner of Equipment, upon receipt by Lessee of any property tax bill pertaining to Equipment, Lessee will promptly forward the property tax bill and related payment to Lessor. Upon receipt by Lessor of a property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay the tax and invoice Lessee for the expense if Lessee has not submitted its payment with the bill.

(c) Disclaimer. **LESSEE HEREBY ACKNOWLEDGES THAT LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED HEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**

MISCELLANEOUS TERMS & CONDITIONS

7. **INSURANCE; STIPULATED LOSS VALUE.** (a) Lessee shall arrange and pay for commercial general liability insurance in an amount satisfactory to Lessor, but not less than $1,000,000.

(b) The Stipulated Loss Values applicable to the Equipment and this Lease are as set forth on Exhibit B hereto.

8. **COUNTERPARTS; DOCUMENT DELIVERY.** (a) This Schedule may be executed in any number of counterparts, each of which when executed or otherwise authenticated and delivered constituting an original, but all together one and the same instrument. Notwithstanding the foregoing, Lessor and Lessee agree that they intend that there shall be only one manually executed original of this Schedule and, to the extent that this document constitutes chattel paper under the UCC, no security interest herein may be created by the transfer or possession of any counterpart other than the original hereof.

(b) Lessee represents and warrants that the Lease Documents have not been, and shall not be, altered or modified by Lessee regardless of whether such documentation was transmitted to Lessee *via* electronic or analog means.

9. **RELATIONSHIP TO MASTER LEASE; FURTHER ASSURANCES.** The terms of the Master Lease are incorporated herein by reference and Lessee hereby reaffirms all terms of the Master Lease. If any of the terms of this

Schedule are contrary to or inconsistent with any terms of the Master Lease, the terms of this Schedule shall govern. This Schedule together with the Master Lease as incorporated herein, shall constitute a separate lease agreement and **LESSEE HEREBY CERTIFIES TO LESSOR THAT THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER LEASE ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS AS OF THE DATE OF THIS SCHEDULE.** Lessee will promptly execute or otherwise authenticate and deliver to Lessor such further documents, instruments, assurances and other records and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under this Lease.

10. AMENDMENTS TO MASTER LEASE. For the purposes of and solely related to this Schedule only, the Master Lease is amended as follows:

(a) The following sentence is inserted at the end of Section 9(b) of the Master Lease: "In the event that Lessee elects not to remove any such Upgrade, then Lessee's right, title and interest in and to such Upgrade shall immediately pass to Lessor without further act."

(b) The following is inserted at the end of Section 9(c) of the Master Lease: "A Lease shall be deemed to be a 'Related Lease' for the purposes of this subsection (c) if and only to the extent that the 'Lessor' under such Lease is the same person constituting the Lessor under this Schedule. In addition, Lessee shall not attach or affix any Equipment described in this Schedule to, or use any such Equipment in connection with, Equipment under a Lease that is not a Related Lease."

(c) The phrase ", **UPON PRIOR WRITTEN NOTICE TO LESSOR,**" is hereby inserted immediately prior to the phrase "**TO ANY ENTITY PERMITTED UNDER SECTION 18(a)(viii) HEREOF**" in Section 12(a)(i) of the Master Lease.

(d) The last sentence of Section 12(a) of the Master Lease is deleted in its entirety and replaced with the following: "**LESSEE ACKNOWLEDGES THAT IT REMAINS PRIMARILY LIABLE FOR ALL OBLIGATIONS HEREUNDER NOTWITHSTANDING ANY SUBLEASE, TRANSFER, OR ANY OTHER DISPOSITION OF THE EQUIPMENT DESCRIBED IN THIS SECTION 12(a), INCLUDING ANY USE BY AN AFFILIATE.** Any person that is a permitted buyer, assignee, transferee, pledgee, hypothecatee, or other receiver of disposition pursuant to Section 12(a)(i) above shall execute and deliver to Lessor an acknowledgement and assumption agreement in such form as Lessor may reasonably require, together with supporting evidence of authority to enter into such agreement (collectively, '**Assumption Documents**')."

(e) In Section 18(a) of the Master Lease, the word "or" immediately prior to clause (x) thereof is deleted, and the following is inserted immediately following clause (x) thereof: ", or (xi) there is any change in controlling ownership of Lessee or any Guarantor without the prior written consent of Lessor; provided, however, that such prior written consent will not be required for any change in controlling ownership if (A) after such change in controlling ownership, the relevant Lessee or Guarantor is at least 75% owned , directly or indirectly, by Edward B. Bleka, Jane Bleka, or any trust for the benefit of the foregoing individuals, and the remainder of such party is owned, directly or indirectly, by any of their children or any trust for the benefit of the foregoing individuals, and (B) 30 days' prior written notice of such change in controlling ownership is given to Lessor."

(f) The following sentence is inserted at the end of Section 18(a) of the Master Lease: "Any person described in clause (A) of the proviso of Section 18(a)(viii) above, whether a surviving party or a purchaser, shall, contemporaneously with any such merger, consolidation, or sale described therein, execute and deliver to Lessor Assumption Documents."

(g) The amendments set forth in this Section 10 shall apply only to this Schedule and not to any other Schedule under the Master Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be duly authenticated and delivered on the day and year first above written.

Lessee:

QUANTUM FOODS 213-D, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

QUANTUM FOODS, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

QUANTUM CULINARY, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessee:

GDC LOGISTICS, LLC

X _____
Name: Edward B. Bleke
Title: President and CEO

Lessor:

KEY EQUIPMENT FINANCE INC.

By: Debra M. Zamudio
Name
Title: DEBRA M. ZAMUDIO
DESIGNATED SIGNER

Exhibit A

EQUIPMENT DESCRIPTION

Lessor: KEY EQUIPMENT FINANCE INC.

Lessee: QUANTUM FOODS 213-D, LLC, QUANTUM FOODS, LLC, QUANTUM CULINARY, LLC and GDC LOGISTICS, LLC

Lease: Equipment Schedule No. 15 dated as of May 24, 2010 to Master Equipment Lease Agreement dated as of June 25, 2007

Equipment Location:
750 S. Schmidt Rd
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018 In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper Serial No. 12287
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F P E C 814 Open Paddle Mixer, 1,000lb Capacity. Serial No. 4801
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No 3016301
91902	4/15/2010		

Equipment
Location:

525 W Crossroads Pkwy,
Bolingbrook, IL 60440

Invoice #	Invoice Date	Vendor	Equipment Description
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line Serial No. 7549
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No MA088201 WG090374
79249	4/20/2010	Hayssen Sandiacre	

*** End of Exhibit ***

Exhibit B

STIPULATED LOSS VALUES

Date	Stipulated Loss Value (% of Cost)
6/1/2010	106.750000
7/1/2010	105.273792
8/1/2010	103.787906
9/1/2010	102.291600
10/1/2010	100.786353
11/1/2010	99.271338
12/1/2010	97.745780
1/1/2011	96.211131
2/1/2011	94.666620
3/1/2011	93.111443
4/1/2011	91.545557
5/1/2011	89.971013
6/1/2011	88.387441
7/1/2011	86.795120
8/1/2011	85.193716
9/1/2011	83.581410
10/1/2011	81.960205
11/1/2011	80.329826
12/1/2011	78.688425
1/1/2012	77.037975
2/1/2012	75.378258
3/1/2012	73.707396
4/1/2012	72.025344
5/1/2012	70.333687
6/1/2012	68.632117
7/1/2012	66.920842
8/1/2012	65.199591
9/1/2012	63.466939
10/1/2012	61.724422
11/1/2012	59.971830
12/1/2012	58.207707
1/1/2013	56.433556
2/1/2013	54.649230
3/1/2013	52.853241
4/1/2013	51.045540
5/1/2013	49.227212

6/1/2013	47.398006
7/1/2013	45.558062
8/1/2013	43.707172
9/1/2013	41.844342
10/1/2013	39.970600
11/1/2013	38.085805
12/1/2013	36.188928
1/1/2014	34.280964
2/1/2014	32.361839
3/1/2014	30.430490
4/1/2014	28.486865
5/1/2014	26.531504
6/1/2014	24.564221
7/1/2014	22.585079
8/1/2014	20.593939
9/1/2014	18.590275
10/1/2014	16.574565
11/1/2014	14.546741
12/1/2014	12.506240
1/1/2015	10.453503
2/1/2015	8.388535
3/1/2015	6.310736
4/1/2015	4.220052
5/1/2015	2.116501

Joanne Wagoner
Account Manager

Key Equipment Finance Inc.
1000 S. McCaslin Boulevard
Superior, CO 80027
Tel (720) 304-1588
Fax (720) 304-1470

May 24, 2010

Quantum Foods, LLC
Quantum Foods 213-D, LLC
GDC Logistics, LLC
Quantum Culinary, LLC
750 S. Schmidt Rd
Bolingbrook, IL 60440

Re: Notice and Acknowledgment of Assignment of Equipment Schedule No. 15 and, to the extent incorporated therein by reference, Master Equipment Lease Agreement dated as of June 25, 2007 (the "Lease"), between the undersigned Original Lessor and Lessee (this "Notice")

Original Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Original Lessor has assigned to **General Electric Capital Corporation** ("Assignee"), whose offices are at 3 Capital Drive, MS#1-3B, Eden Prairie, MN 55344 all right, title, interest and obligations (on a going forward basis only) of Original Lessor in and to the Lease. From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid directly to Original Lessor as agent for Assignee until such time as Assignee shall otherwise direct.

In recognition of Assignee's reliance upon this Notice, Lessee certifies, confirms and agrees as follows:

1. The Lease has been duly authorized, executed and delivered by Lessee; constitutes the legal, valid and binding obligation of Lessee and is enforceable against Lessee in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided therein; is in full force and effect on the date of execution of this Notice by such party; is free from all defenses, set-offs and counterclaims, and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred.

2. There are no modifications, amendments or supplements to the Lease; no future modification, termination, amendment or supplement to the Lease shall be effective without Assignee's prior written approval; and no settlement of amounts due under the Lease shall be effective without Assignee's prior written consent.

3. The Equipment has been delivered to and accepted by Lessee and is in good working order and suitable for Lessee's purposes in all respects. The Equipment is in Lessee's possession and is located at the location specified in the Lease.

4. Neither Lessee nor Original Lessor has breached any provision of the Lease in any respect, and there has been no prepayment of rent or other sums payable under the Lease and no casualty has occurred with respect to the Equipment. The Lease is current in all respects, including, but not limited to, the payment of any applicable sales, use and personal property taxes. As of May 24, 2010, the remaining rentals due under the Lease are as follows: Interim Rent as defined in section 3 of the Equipment Schedule due June 1, 2010, plus sixty (60) monthly payments, in arrears, each in the amount of $17,881.26.

5. Lessee acknowledges and agrees that
   (a) other than as agent for Assignee as specified above, Original Lessor shall have no interest or authority of any nature regarding the Equipment or the Lease,
   (b) unless otherwise instructed in writing by Assignee, Lessee will deal exclusively with respect to the Lease with Original Lessor as agent for Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee to Original Lessor as agent for Assignee at the address listed above,
   (c) if the Lease consists of a schedule incorporating the terms of a master lease agreement, then such Lease is separate and severable from each other schedule to the same master lease agreement, and Assignee may take enforcement action independently of the owners or pledgees of such other schedules and independently of the owners or pledgees of Equipment not covered by the Lease,
   (d) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm Assignee's rights under the Lease and ownership of the Equipment, and
   (e) Lessee waives and agrees not to assert against Assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Original Lessor for any reason whatsoever.

6. Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or the rents reserved thereunder or the Equipment.

7. Lessee will keep the Lease and the Equipment free and clear of all liens and encumbrances (other than the interest of Original Lessor, Assignee or parties claiming by, through or under them).

8. All representations and duties of Original Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled.

9. Lessee has executed only one (1) original of the Lease and of its incorporated master lease agreement, if any, (which was delivered to Original Lessor), and has no original in its possession.

10 At the request of Assignee, Lessee will deliver to Assignee evidence satisfactory to Assignee that Assignee is an additional insured and loss payee under the insurance required to be maintained by the Lease.

Please execute where indicated below and return to the address specified above

Key Equipment Finance Inc.
Original Lessor

By Debra M. Zamudio

Name DEBRA M ZAMUDIO
DESIGNATED SIGNER

Title

Accepted and agreed to on this 27th day of May, 2010.

Quantum Foods, LLC
Lessee

By

Name Edward B. Bleka

Title President and CEO

Accepted and agreed to on this 27th day of May, 2010

Quantum Foods 213-D, LLC
Lessee

By

Name Edward B. Bleka

Title: President and CEO

Accepted and agreed to on this 27th day of May, 2010.

Quantum Culinary, LLC
Lessee

By

Name Edward B. Bleka

Title President and CEO

Accepted and agreed to on this 27th day of May, 2010

GDC Logistics, LLC
Lessee

By

Name Edward B. Bleka

Title President and CEO

SPECIFICATION OF ASSIGNED SCHEDULE
(LEASE)

Executed pursuant to the Master Assignment Agreement dated as of the 27th day of October, 2004 (the "Agreement"), by and between the undersigned Assignor and Assignee.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessees: Quantum Foods 213-D, LLC, Quantum Foods, LLC, GDC Logistics, LLC and Quantum Culinary, LLC

2. Date of Master Equipment Lease Agreement: June 25, 2007

3. Equipment Schedule No. 15

4. Total Invoice Cost: $874,015.75

5. Remaining rentals due under Equipment Schedule No. 15: interim rent as described in section 3 of the Equipment Schedule, due June 1, 2010 (the "Interim Rent"); plus (60) monthly payments, in arrears, each in the amount of $17,881.26, with the first payment due to Assignee on July 1, 2010.

6. Consideration: Assignor hereby requests and authorizes Assignee to pay:
   a) Fee of $15,295.28 to Assignor, plus
   b) Equity of $874,015.75 to Payees as indicated on the Payment of Proceeds Instructions.

7. Guaranty: N/A.

8. The attached Schedule A is incorporated herein by this reference.

9. The Equipment is located in California Yes ___ No __X__

10. All taxes required to be paid in connection with the acquisition of the Equipment have been

    paid in full in advance __X__

    or

    are being billed to the Lessee ___

11. The fiscal agency provisions of the Addendum to Master Assignment Agreement dated as of November 14, 2006 do apply to this Specification

12. The Equipment is of a type that is covered by the California Waste Recycling Fee Law (check one): ☐ Yes ☒ No

13. If "Yes" has been checked for number 12 above, Seller hereby represents and warrants that the California Waste Recycling Fee has been paid in full.

Date of Execution: May 27, 2010.

Key Equipment Finance Inc.
Assignor

By: Debra M. Zamudio

Name: DEBRA M. ZAMUDIO

Title: DESIGNATED SIGNER

General Electric Capital Corporation
Assignee

By: _____

Name: _____

Title: _____

Attachment Schedule A, list of Lease Documents

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

23421169

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101867831
File Date : 27-MAY-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Rd	Bolingbrook	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any
		LLC	DE	4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
				☐ NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC Processing, 3333 Hesper Rd, Reference 35701	Billings	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421169 BPU

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions [3.23.0]

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods 213-D, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 41852798-DE-0 21171 -

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

17. Check only if applicable and check only one box.
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.
☐ Debtor is a TRANSMITTING UTILITY
☐ Filing in connection with a Manufactured-Home Transaction
☐ Filing in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions (3.23.0)

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line, Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

23421245

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101867823
File Date : 27-MAY-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 South Schmidt Rd. | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID#, if any: 3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any ☐ NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC Processing, 3333 Hesper Rd, Reference 35701 | CITY: Billings | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA:
23421245 BPU

Prepared by CT Lien Solutions (3.23.0)

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS **41852782-DE-0 21171 -**

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers collateral, or is filed as a ☐ timber to be cut or ☐ as-extracted ☐ fixture filing

14. Description of real estate

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional Collateral description:

17. Check only if applicable and check only one box

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18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction

☐ Filing in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions (3.23.0)

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/09)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line, Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

23420976

DEDE

21171 -
File with: Secretary of State, DE

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20101867039
File Date : 27-MAY-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC Logistics, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 South Schmidt Rd	Bolingbrook	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any
		LLC	DE	4182138 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any
				NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC Processing, 3333 Hesper Rd, Reference 35701	Billings	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

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5. ALTERNATE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

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7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA:
23420976 BPU

Prepared by CT Lien Solutions (0.23.0)

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
GDC Logistics, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS: 41852805-DE-0 21171 -

File with: Secretary of State, DE BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name(11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	**SUPERIOR**	**CO**	**80027**	**USA**

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional Collateral description:

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filing in connection with a Manufactured-Home Transaction

☐ Filing in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions [3.23.0]

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
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901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

[redacted]

RECEIVED
SECRETARY OF STATE
UNIFORM COMM. CODE DIV.
2010 MAY 28 PM 4:30

UCU105/28/10:01:7210:
20.00 CK01
SOSIL 11:02 15313323 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

23421341
ILIL

UC0459977
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
525 WEST CROSSROADS	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

x3

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421341 BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2010 MAY 28 PM 4:30

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

UCU105/28/10:01:7210:
20.00 CK01
SOSIL 11:02 15313323 FS

10. MISCELLANEOUS

23421341-IL-0

21171 KEY EQUIPMENT

File with: Illinois BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

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☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV 05/21/09)

Prepared by CT Lien Solutions, P O Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

2016 MAY 28 PM 4:30

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421341-IL-0

21171 KEY EQUIPMENT

File with: Illinois BPU

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

3

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018. In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

UCU105/28/10:01:7210:
20.00 CK01
SOSIL 11:02 15313323 FS

U2010054900_1

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT
23421282
ILIL
FIXTURE

File with: CC IL Will, IL

U2010054900
Receipt # T20100062674
Karen A. Stukel Will County Recorder 4P
LH Date 06/02/2010 Time 15:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421282 15.S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

20100549002

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421282-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010054900_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421282-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

U2010054899_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

23421262

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054899
Receipt # T20100062674
Karen A. Stukel Will County Recorder 4P
LH Date 06/02/2010 Time 16:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD.	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3949400 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421262 15.C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) (12/4)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2U10054899_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421262-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010054899_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421262-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

U2010054902_1

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

23421383

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054902
Receipt # T20100062674
Karen A. Stukel Will County Recorder 4P
LH Date 06/02/2010 Time 16:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
525 WEST CROSSROADS	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421383 15.C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

23421383-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2U10054902_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421383-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

U2010054901_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

23421367

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054901
Receipt # T20100062674
Karen A. Stukel Will County Recorder 4P
LH Date 05/02/2010 Time 15:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
525 WEST CROSSROADS	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	IL	00538833 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

23421367 15.S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2U10054901_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421367-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

2

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2U1UU549U1_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421367-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

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Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

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☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

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Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

U2010054898_1

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

21171 KEY EQUIPMENT

23421223

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054898
Receipt # T20100062674
Karen A. Stukel Will County Recorder 4P
LH Date 06/02/2010 Time 16:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421223 15.C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2U10054696_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421223-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010054696_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421223-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME
KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018; In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
100726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

4

U2010054897_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

23421192

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054897
Receipt # T20100052674
Karen A. Stukel Will County Recorder 4P
LH Date 08/02/2010 Time 16:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM FOODS 213-D, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 S. SCHMIDT RD | CITY: BOLINGBROOK | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any: 4186309 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: UCC PROCESSING 3333 HESPER RD, * | CITY: BILLINGS | STATE: MT | POSTAL CODE: 59107-5701 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421192 15.S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421192-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421192-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

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18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

U2010054896_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

23421124

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054896
Receipt # T20100062574
Karen A. Stukel Will County Recorder 4P
LH Date 05/02/2010 Time 16:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421124 15.S BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2U10054696_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421124-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 1 in Crossroads Business Park Re-subdivision Number 4, being a re-subdivision of Lots 4 and 5 in block 2 in Crossroads Business Park recorded as Document Number R90-43649, being part of section 22, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 5, 1996 as Document Number R96-079882, in Will County, Illinois. Street Address: 750 South Schmidt Road, Bolingbrook, Illinois. Permanent Index Number: 02-22-301-007

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010054896_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421124-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.S

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line, Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

U2010054895_1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
21171 KEY EQUIPMENT

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

23421094

ILIL
FIXTURE

File with: CC IL Will, IL

U2010054895
Receipt # T20100062674

Karen A. Stukel Will County Recorder 4P
LH Date 06/02/2010 Time 16:03:23
Recording Fees: $32.75
IL Rental Hsng. Support Program: $0.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GDC LOGISTICS, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 SOUTH SCHMIDT RD	BOLINGBROOK	IL	60440	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	4182138 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
UCC PROCESSING 3333 HESPER RD, *	BILLINGS	MT	59107-5701	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's right, title and interest in and to all Goods described herein and/or in the Schedule "A" attached, together with all proceeds therefrom, accessions thereto, and replacements and substitutions therefore.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ADDITIONAL FEE] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
23421094 15.C BPU

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

U2010054695_2

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421094-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☒ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

GENERAL ELECTRIC CAPITAL CORPORATION

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
REFERENCE 35701	BILLINGS	MT	59107-5701	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: LEGAL DESCRIPTION OF PROPERTY Lot 3 in Crossroads Business Park Re-subdivision Number 5, being a re-subdivision of part of Lot 1 in block 1 of Crossroads Business Park being a subdivision of part of section 21, Township 37 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded December 10, 1997 as Document Number R97-110070, in Will County, Illinois. Common Address: 525 W. Crossroads Parkway, Bolingbrook, Illinois. Permanent Index Number: 02-21-477-002-0000.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

2

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

U2010054695_3

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS

23421094-IL-197

21171 KEY EQUIPMENT

File with: CC IL Will, IL BPU 15.C

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12 [X] ADDITIONAL SECURED PARTY'S or [ ] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

KEY EQUIPMENT FINANCE INC.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1000 SOUTH MCCASLIN BLVD	SUPERIOR	CO	80027	

13. This FINANCING STATEMENT covers [ ] timber to be cut or [ ] as-extracted collateral or is filed as a [ ] fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a [ ] Trust or [ ] Trustee acting with respect to property held in trust or [ ] Decedent's Estate

18. Check only if applicable and check only one box.

[ ] Debtor is a TRANSMITTING UTILITY

[ ] Filed in connection with a Manufactured-Home Transaction

[ ] Filed in connection with a Public-Finance Transaction

3

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/21/09)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Schedule "A"

Invoice #	Invoice Date	Vendor	Equipment Description
901054	12/28/2009	Alkar-Rapidpak	(1) FPEC HLD725 High Pivot Dumper, Serial No. 8017 & (1) FPEC Accumulation Metering Conveyor, Serial No. 8018: In-Feed System for Pro-Grill.
901158	2/24/2010	Alkar-Rapidpak	
901159	2/24/2010	Alkar-Rapidpak	
33781	4/6/2010	Alkar-Rapidpak	
901031	12/16/2009	Alkar-Rapidpak	(1) T2410 LaXser Imaging Detection System, Serial No. 006.
901091	1/25/2010	Alkar-Rapidpak	
901245	4/6/2010	Alkar-Rapidpak	
11073	5/3/2010	Lovchen Electric I., Inc	
901012	12/14/2009	Alkar-Rapidpak	Rebuild (1) CM 40 Char-marker, Serial No. 72-2-1424.
901093	1/25/2010	Alkar-Rapidpak	
901236	3/30/2010	Alkar-Rapidpak	
271441	2/23/2010	Hayssen Sandiacre	Forming Tubes for Hayssen Baggers
18455	2/17/2010	E-Quip Manufacturing Co., Inc.	(1) Model 601 Stainless Steel Hydraulic Pivot Dumper, Serial No. 12287.
I00726	3/26/2010	Alta Equipment Company	(1) Hyster Lift Truck, Model W25ZA2, Serial No. B495N01689H
032510	3/25/2010	Patton's Sausage Company	(1) F.P.E.C. 814 Open Paddle Mixer, 1,000lb Capacity, Serial No. 4801.
2236	4/5/2010	C Transportation, LLC	Transportation
87550	1/18/2010	Mettler-Toledo Safeline	(1) Safeline Powerphase Pro 2F Metal Detector, Serial No. 3016301
91902	4/15/2010		
901138	2/11/2010	Alkar-Rapidpak	(1) Vacuum Feed Hopper for Cookstar Line. Serial No. 7549.
901139	2/11/2010	Alkar-Rapidpak	
901160	2/24/2010	Alkar-Rapidpak	
79223	3/9/2010	Hayssen Sandiacre	(1) Hayssen Sandiacre Ultima ST 15-22 HPR Packaging Machine, Serial No. M381588246, (1) Yamato Sigma F1 Plus 514SV Weigher, Serial No. MA088201 WG090374.
79249	4/20/2010	Hayssen Sandiacre	

8703093-001

Equipment Schedule No. 154050000

This Equipment Schedule dated as of November 1, 2011 (the "Schedule") is executed by and between General Electric Capital Corporation ("GECC") and the entities listed below on the signature page hereof, jointly and severally, and executed pursuant to that certain Master Lease Agreement dated as of April 19, 2010 (as amended and supplemented from time to time, the "Master Lease") between PNCEF, LLC ("PNC") and Quantum Foods, LLC. The Schedule, incorporating by reference the terms and conditions of the Master Lease, is hereinafter the "Lease". The Lease constitutes a separate instrument of lease.

Certain rights and interests of PNC in and to the Master Lease, to the extent relating to the Schedule, have been assigned to GECC. The parties hereto agree that GECC is the lessor for all purposes of the Lease

A. ***Equipment.*** The Equipment covered by this Schedule consists of the following items:

Equipment Description	SERIAL #	QTY
MM-1 MK II NS/LD-1 Meat Tumbler		1
Key Iso-Flo S/S Shake/Transfer Conveyor ("Key Conveyor")		1
Replace Existing Air Coolers on Aerofreeze Freezer 4222-35-150, S6090		1
HLD 725 Dumper		1
Metering Conveyor		1
Vacuum Hopper		1
Piping Package		1
Marination Mixing Tank System		1
VTB5 Direct Drive Vacuum tumbler		1
Vacuum Feed Hopper		1
Crown Model #PE4500-60 End Controlled Pallet Truck	6A290028	1
Crown Model #PE4500-60 End Controlled Pallet Truck	6A290027	1
Deka Model #12-100-13, 24 Volt Battery	1251GA	1
Deka Model #12-100-13, 24 Volt Battery	1252GA	1
Biro Model #4003-FH, 3-H.P., 3 Phase, 208/230 Volt Band Saw ("Saw")	46424	1
BES16236-Left-3NE Brake Motor		1
BES16925KNE OPT Interlock Statnry Platter		1
BES16925KNE OPT Interlock For Lower Door		1
A16163-E-1NE Opt Sta. PLTR ASM, FLT Top BSE, Eng.		1
S16003NE Opt SS Wheels (Upper & Lower)		1
Custom Built Screens for Cooking Racks		1

Including all attachments, accessories, appurtenances, accessions & substitutions.

Sales Tax
Total Acquisition Cost $1,455,838 46

B. ***Location.*** The Equipment shall be located at 750 S Schmidt Road, Bolingbrook, IL 60440, with the exception of the Saw and the Key Conveyor which is located at 520 West Crossroads, Bolingbrook, IL 60440

C. ***Term***. The term of lease of said Equipment under the Agreement shall commence on the date Lessee accepts the Equipment as evidenced by execution of this Schedule and, unless terminated pursuant to the provisions of the Agreement, shall terminate on November 30, 2016.

D. ***Rent***. As Rent for said Equipment throughout the terms of lease referred to in the preceding *paragraph C*, Lessee shall pay to GECC in accordance with the terms of the Agreement, Sixty (60) consecutive rental payments of $27,535.43 each. Rent payments shall be made Monthly in Advance. The first Rent Payment Date shall be December 1, 2011, with subsequent Rent payments to and including November 1, 2016. Lessee shall pay interim rent in an amount equal to $917.85 multiplied by the number of days between the Commencement Date and the first Rent Payment Date. Lessee shall also pay the applicable sales tax or use tax as invoiced by GECC.

E. ***Insurance***. The insurance required pursuant to *Section 9* of the Agreement shall include:

1. ***Physical Damage To All Equipment Leased Under This Schedule***:
   a. *Minimum Scope of Coverage*: All-Risk Property coverage, including flood, earthquake and boiler and machinery where applicable.
   b. *Minimum Dollar Limits of Coverage*: Not less than the full replacement value of the Equipment at the time of payment to GECC of insurance proceeds.
   c. *Maximum Deductibles*: Not more than $100,000.00 per occurrence. Lessee is liable for all deductible amounts.

2. ***General Liability***:
   a. *Minimum Scope of Coverage*: Commercial general liability coverage, occurrence form, for bodily injury and property damage, including products and completed operations, broad contractor liability, broad contractual liability, fire legal liability and personal injury.
   b. *Minimum Dollar Limits of Coverage*: *(i)* $1,000,000.00 combined single limit per occurrence; and *(ii)* $2,000,000.00 annual general aggregate.
   c. *Maximum Loss Retention*: Not more than $10,000.00 per occurrence. Lessee is liable for all retention amounts.

3. ***Umbrella Liability Insurance***:
   a *Minimum Scope of Coverage*: General liability, employer's liability and automobile liability.
   b *Minimum Dollar Limits of Coverage*: N/A per occurrence and annual aggregate.
   c. *Maximum Deductible/Retention*: Not more than $N/A per occurrence. Lessee is liable for all deductible/retention amounts.

F. ***Lease Intended As Security***.

(a) Lessee shall purchase the Equipment upon the expiration of the Initial Term for the sum of $1.00 payable in addition to, and at the same time as, the final rental payment.

(b) Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

12. Ownership and Security Interest. Unless assigned by GECC, or applicable law otherwise provides, title to and ownership of the Equipment shall remain in GECC as security for the obligations of Lessee hereunder until Lessee has fulfilled all of its obligations hereunder, *provided that* GECC agrees that it shall not take any tax

depreciation with respect to the Equipment for Federal or state income tax purposes nor, so long as no Event of Default has occurred hereunder, shall it assert ownership rights in the Equipment. Lessee hereby grants to GECC a continuing security interest in the Equipment to secure the payment of all sums due hereunder.

G. ***Options.*** N/A

H. ***Stipulated Loss Value.***

The Stipulated Loss Value of the Equipment or any item of Equipment as of any particular computation date shall mean an amount determined by multiplying the original cost of the item of Equipment by the appropriate percentage specified in Exhibit A attached hereto opposite the date on which the next immediately succeeding installment of Rent is to be paid and assumes that all prior installments of Rent have been timely made prior to such computation, The Stipulated Loss Value shall not be pro-rated.

I. ***Certification of Delivery And Acceptance.***

(a) Lessee hereby certifies that it has inspected, received, approved and hereby accepts delivery and installation of the Equipment pursuant to and upon the terms and conditions set forth herein and in the Agreement. The parties hereto agree that this certification by Lessee, including the representations and warranties below, shall constitute evidence of a certificate of delivery and acceptance as required pursuant to *Section 2* of the Agreement.

(b) Lessee confirms that each item of Equipment listed herein:

(i) has been delivered to it, is duly assembled and installed in good order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of any purchase order pursuant to which GECC has acquired title thereto; and

(ii) if applicable, has been marked as showing GECC's interest in the items of Equipment in accordance with *Section 4* of the Agreement.

(c) Lessee acknowledges that GECC is not responsible for the performance, maintenance or service of the Equipment and that any payment, rent and all other sums payable under the Agreement shall be paid as such become due irrespective of the performance or condition of the Equipment.

(d) Lessee further confirms that no event has occurred and is continuing or would result from the purchase or lease of the Equipment above which constitutes an Event of Default under the Agreement or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

(e) Lessee's execution of this Schedule constitutes irrevocable acceptance of the Equipment herein described, ***as-is, where-is*** for all purposes of the Agreement and authorizes GECC to pay the cost of such Equipment to any supplier or vendor of the Equipment.

J. ***Incorporation Of Agreement.*** All provisions of the Agreement are hereby incorporated by reference in this Equipment Schedule to the same extent as if fully set forth herein, and Lessee confirms that each representation and warranty made in *Section 19* of the Agreement is true and correct as of the date hereof.

Approved And Agreed to by the parties hereto and certified, as to delivery and acceptance by Lessee, as of the date set forth above.

LESSEE:
Quantum Foods, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President + CEO

LESSOR:
General Electric Capital Corporation

By: _____

Printed Name: _____

Title: Mgr.

Quantum Foods 213-D, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President

GDC Logistics, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President

Quantum Culinary, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President

Choice One Foods, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President

EXHIBIT A

Schedule of Stipulated Loss Values

INCORPORATED IN AND MADE PART OF EQUIPMENT SCHEDULE NO. 154050000 TO MASTER LEASE AGREEMENT DATED AS OF APRIL 19, 2010

Payment Date	Payment #	Stipulated Loss value % of Cost
12/1/2011	1	102.0464716
1/1/2012	2	100.5398079
2/1/2012	3	99.03006879
3/1/2012	4	97.515044
4/1/2012	5	95.99708245
5/1/2012	6	94.4719861
6/1/2012	7	92.94354563
7/1/2012	8	91.40822349
8/1/2012	9	89.86740813
9/1/2012	10	88.32221219
10/1/2012	11	86.77114148
11/1/2012	12	85.21456537
12/1/2012	13	83.65188666
1/1/2013	14	82.08251939
2/1/2013	15	80.50834559
3/1/2013	16	78.9282879
4/1/2013	17	77.34441222
5/1/2013	18	75.75300
6/1/2013	19	74.15735099
7/1/2013	20	72.55418578
8/1/2013	21	70.94463532
9/1/2013	22	69.32974083
10/1/2013	23	67.70789276
11/1/2013	24	66.07934826
12/1/2013	25	64.44416431
1/1/2014	26	62.80142357
2/1/2014	27	61.15213093
3/1/2014	28	59.49581924
4/1/2014	29	57.83410195
5/1/2014	30	56.16415112
6/1/2014	31	54.48845895
7/1/2014	32	52.80452661

Payment Date	Payment #	Stipulated Loss value % of Cost
8/1/2014	33	51.11314755
9/1/2014	34	49.41516953
10/1/2014	35	47.70932657
11/1/2014	36	45.99577042
12/1/2014	37	44.27474023
1/1/2015	38	42.54543082
2/1/2015	39	40.80830524
3/1/2015	40	39.06314973
4/1/2015	41	37.31090493
5/1/2015	42	35.54988435
6/1/2015	43	33.78149107
7/1/2015	44	32.00426859
8/1/2015	45	30.21864013
9/1/2015	46	28.42513066
10/1/2015	47	26.62305919
11/1/2015	48	24.81247803
12/1/2015	49	22.99361154
1/1/2016	50	21.16604737
2/1/2016	51	19.32992535
3/1/2016	52	17.48517826
4/1/2016	53	15.6319909
5/1/2016	54	13.77000611
6/1/2016	55	11.89945206
7/1/2016	56	10.02009694
8/1/2016	57	8.13193892
9/1/2016	58	6.23503096
10/1/2016	59	4.32930551
11/1/2016	60	2.41478926

Stipulated Loss values are due in addition to any advance or arrears rent due on the same date.

SPECIFICATION OF EQUIPMENT SCHEDULE

Executed pursuant to the Master Assignment Agreement, dated as of the 30th day of March, 2006 (the "Agreement"), by and between PNC Equipment Finance, LLC *formerly known as NATIONAL CITY COMMERCIAL CAPITAL CORPORATION*, as Assignor, and General Electric Capital Corporation, as Assignee.

This Specification is dated, and the assignment of the Interest described below is effective, as of the date set forth below and incorporates the terms and conditions of the Agreement.

1. Lessee: Quantum Foods, LLC, Quantum Foods 213-D, LLC, GDC Logistics, LLC, Quantum Culinary, LLC and Choice One Foods, LLC ("Co-Lessees")

2. Date of Proposal: August 4, 2011

3. Date of Master Lease Agreement: April 19, 2010

4. Equipment Schedule No. 154050000

5. Total Invoice Cost: $1,455,838.46

6. Term of Lease: Sixty (60) months.

7. Rentals: $27,535.43 payable in advance.

8. Consideration: $14,558.38

9. Fiscal Agency: The fiscal agency provided in Section 9 of the Agreement is not applicable with respect to the Transaction Documents described on this Specification.

Date of Execution: November 4, 2011

PNC EQUIPMENT FINANCE, LLC
Assignor

By: Trish DiBennardi
Name: Trish DiBennardi
Title: V.P.

GENERAL ELECTRIC CAPITAL CORPORATION
Assignee

By:
Name: Rynda Truax
Title: Mgr.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
62280945 - 339560
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 07:36 PM 11/07/2011
INITIAL FILING # 2011 4292135

SRV: 111175001

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 750 S. Schmidt Road | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: LLC | 1f. JURISDICTION OF ORGANIZATION: DE | 1g. ORGANIZATIONAL ID #, if any | ☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME: Quantum Foods 213-D, LLC

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS: 750 S. Schmidt Road | CITY: Bolingbrook | STATE: IL | POSTAL CODE: 60440 | COUNTRY: USA

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION: LLC | 2f. JURISDICTION OF ORGANIZATION: DE | 2g. ORGANIZATIONAL ID #, if any | ☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: PO Box 35713 | CITY: Billings | STATE: MT | POSTAL CODE: 59107-5713 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers various food processing and related equipment as more fully described on Schedule "A" which is attached hereto and made a part hereof, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached thereto; and any and all insurance and other proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA: EFS - Direct - IF :#8703093-001

62280945

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: GDC Logistics, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	USA

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
		LLC	DE	☒ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: Quantum Culinary, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	USA

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
		LLC	DE	☒ NONE

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12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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16. Additional collateral description:

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☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: Choice One Foods, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	USA

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
		LLC	DE	☒ NONE

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12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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16. Additional collateral description

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17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

SCHEDULE A

Equipment Description	SERIAL #	QTY
MM-1 MK II NS/LD-1 Meat Tumbler		1
Key Iso-Flo S/S Shake/Transfer Conveyor		1
Replace Existing Air Coolers on Aerofreeze Freezer 4222-35-150, S6090		1
HLD 725 Dumper		1
Metering Conveyor		1
Vacuum Hopper		1
Piping Package		1
Marination Mixing Tank System		1
VT85 Direct Drive Vacuum tumbler		1
Vacuum Feed Hopper		1
Crown Model #PE4500-60 End Controlled Pallet Truck	6A290028	1
Crown Model #PE4500-60 End Controlled Pallet Truck	6A290027	1
Deka Model #12-100-13, 24 Volt Battery	1[illegible]51GA	1
Deka Model #12-100-13, 24 Volt Battery	1[illegible]52GA	1
Biro Model #4003-FH, 3-H.P., 3 Phase, 208/230 Volt Band Saw	[illegible]6424	1
BES16238-Left-3NE Brake Motor		1
BES16925KNE OPT Interlock Statnry Platter		1
BES16925KNE OPT Interlock For Lower Door		1
A16163-E-1NE Opt Sta. PLTR ASM, FLT Top BSE, Eng.		1
S16003NE Opt SS Wheels (Upper & Lower)		1
Custom Built Screens for Cooking Racks		1

8703093-002

Equipment Schedule No. 8703093-002

This Equipment Schedule dated as of December 20, 2011 (the "Schedule") is executed by and between General Electric Capital Corporation ("GECC") and the entities listed below on the signature page hereof, jointly and severally, and executed pursuant to that certain Master Lease Agreement dated as of April 19, 2010 (as amended and supplemented from time to time, the "Master Lease") between PNCEF, LLC ("PNC") and Quantum Foods, LLC. The Schedule, incorporating by reference the terms and conditions of the Master Lease, is hereinafter the "Lease". The Lease constitutes a separate instrument of lease.

Certain rights and interests of PNC in and to the Master Lease, to the extent relating to the Schedule, have been assigned to GECC. The parties hereto agree that GECC is the lessor for all purposes of the Lease.

A. ***Equipment.*** The Equipment covered by this Schedule consists of the following items:

Number of Units	Manufacturer	Serial No.	Year/Model/Type of Equipment
1 Ea.	NC Hyperbaric	W07811	NC Hyperbaric - WAVE 6000/420 High Pressure Pasteurization System & related equipment
1 Ea.	Gridpath Solutions, Inc.		Bulk Product Feeder
1 Ea.	Gridpath Solutions, Inc.		NC Pan Extension, Powered Basket Tilt Station & Conveyor
1 Ea.	Gridpath Solutions, Inc.		Shaker Table
1 Ea.	Gridpath Solutions, Inc.		Large Flat Belt Dryer c/w Regenerative Blower Assembly
1 Ea.	Gridpath Solutions, Inc.		Convertible Carriers
1 Ea.	Gridpath Solutions, Inc.		Tote Dumper
1 Ea.	Meilner Mechanical		Raypak Model WH8-1259B Domestic Hot Water Heating Pkg.
1 Ea.	Meilner Mechanical		Flexcon WHV-50 Expansion Tank
1 Ea.	Meilner Mechanical		B & G Model B611S All Bronze Pump
3 Ea.	Meilner Mechanical		Raypak 115 Gallon Storage Tank
1 Ea.	Meilner Mechanical		Digital Tank Stat & Well
1 Ea.	Meilner Mechanical		Thermometer
1 Ea.	Geen Industries, Inc.		3 Cu Ft Twin Alternating Water Softener

Including all attachments, accessories, appurtenances, accessions & substitutions.

Sales Tax
Total Acquisition Cost $4,365,644.85

B. ***Location.*** The Equipment shall be located at 550 West North Frontage Road, Bolingbrook, IL 60440.

C. *Term.* The term of lease of said Equipment under the Agreement shall commence on the date Lessee accepts the Equipment as evidenced by execution of this Schedule and, unless terminated pursuant to the provisions of the Agreement, shall terminate on December 31, 2018.

D. ***Rent.*** As Rent for said Equipment throughout the terms of lease referred to in the preceding *paragraph C*, Lessee shall pay to GECC in accordance with the terms of the Agreement, Eighty Four (84) consecutive rental payments of $63,397.59 each. Rent payments shall be made Monthly in Advance. The first Rent Payment Date shall be January 1, 2012, with subsequent Rent payments to and including December 1, 2018. Lessee shall pay interim rent in an amount equal to $2,113.25 multiplied by the number of days between tha Commencement Date and the first Rent Payment Date. Lessee shall also pay the applicable sales tax or use tax as invoiced by GECC.

E. ***Insurance.*** The insurance required pursuant to *Section 9* of the Agreement shall include:

1. ***Physical Damage To All Equipment Leased Under This Schedule:***
   a. *Minimum Scope of Coverage*: All-Risk Property coverage, including flood, earthquake and boiler and machinery where applicable.
   b. *Minimum Dollar Limits of Coverage*: Not less than the full replacement value of the Equipment at the time of payment to GECC of insurance proceeds.
   c. *Maximum Deductibles*: Not more than $100,000.00 per occurrence. Lessee is liable for all deductible amounts.

2. ***General Liability:***
   a. *Minimum Scope of Coverage*: Commercial general liability coverage, occurrence form, for bodily injury and property damage, including products and completed operations, broad contractor liability, broad contractual liability, fire legal liability and personal injury.
   b. *Minimum Dollar Limits of Coverage*: *(i)* $1,000,000.00 combined single limit per occurrence; and *(ii)* $2,000,000.00 annual general aggregate.
   c. *Maximum Loss Retention*: Not more than $10,000.00 per occurrence. Lessee is liable for all retention amounts.

3. ***Umbrella Liability Insurance:***
   a. *Minimum Scope of Coverage*: General liability, employer's liability and automobile liability.
   b. *Minimum Dollar Limits of Coverage*: N/A per occurrence and annual aggregate.
   c. *Maximum Deductible/Retention*: Not more than $N/A per occurrence. Lessee is liable for all deductible/retention amounts.

F. ***Lease Intended As Security.***

(a) Lessee shall purchase the Equipment upon the expiration of the Initial Term for the sum of $1.00 payable in addition to, and at the same time as, the final rental payment.

(b) Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

12. Ownership and Security Interest. Unless assigned by GECC, or applicable law otherwise provides, title to and ownership of the Equipment shall remain in GECC as security for the obligations of Lessee hereunder until Lessee has fulfilled all of its obligations

hereunder, *provided that* GECC agrees that it shall not take any tax depreciation with respect to the Equipment for Federal or state income tax purposes nor, so long as no Event of Default has occurred hereunder, shall it assert ownership rights in the Equipment. Lessee hereby grants to GECC a continuing security interest in the Equipment to secure the payment of all sums due hereunder.

G. Options. N/A

H. Stipulated Loss Value.

The Stipulated Loss Value of the Equipment or any item of Equipment as of any particular computation date shall mean an amount determined by multiplying the original cost of the item of Equipment by the appropriate percentage specified in Exhibit A attached hereto opposite the date on which the next immediately succeeding installment of Rent is to be paid and assumes that all prior installments of Rent have been timely made prior to such computation, The Stipulated Loss Value shall not be pro-rated.

I. Certification of Delivery And Acceptance.

(a) Lessee hereby certifies that it has inspected, received, approved and hereby accepts delivery and installation of the Equipment pursuant to and upon the terms and conditions set forth herein and in the Agreement. The parties hereto agree that this certification by Lessee, including the representations and warranties below, shall constitute evidence of a certificate of delivery and acceptance as required pursuant to *Section 2* of the Agreement.

(b) Lessee confirms that each item of Equipment listed herein:

(i) has been delivered to it, is duly assembled and installed in good order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of any purchase order pursuant to which GECC has acquired title thereto; and

(ii) if applicable, has been marked as showing GECC's interest in the items of Equipment in accordance with *Section 4* of the Agreement.

(c) Lessee acknowledges that GECC is not responsible for the performance, maintenance or service of the Equipment and that any payment, rent and all other sums peyeble under the Agreement shall be paid as such become due irrespective of the performance or condition of the Equipment.

(d) Lessee further confirms that no event has occurred and is continuing or would result from the purchase or lease of the Equipment above which constitutes an Event of Default under the Agreement or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

(e) Lessee's execution of this Schedule constitutes irrevocable acceptance of the Equipment herein described, ***as-is, where-is*** for all purposes of the Agreement and authorizes GECC to pay the cost of such Equipment to any supplier or vendor of the Equipment.

J. ***Incorporation Of Agreement.*** All provisions of the Agreement are hereby incorporated by reference in this Equipment Schedule to the same extent as if fully set forth herein, and Lessee confirms that each representation and warranty made in *Section 19* of the Agreement is true and correct as of the date hereof.

[Remainder of page intentionally left blank]

[Signature page to follow]

Approved And Agreed to by the parties hereto and certified, as to delivery and acceptance by Lessee, as of the date set forth above.

LESSEE:
Quantum Foods, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President + CEO

LESSOR:
General Electric Capital Corporation

By: _____

Printed Name: Tim Landeo

Title: V. Risk Analyst

Quantum Foods 213-O, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President + CEO

GDC Logistics, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President + CEO

Quantum Culinary, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President + CEO

Choice One Foods, LLC

By: _____

Printed Name: Edward B. Bleka

Title: President + CEO

EXHIBIT A

Schedule of Stipulated Loss Values

INCORPORATED IN AND MADE PART OF EQUIPMENT SCHEDULE NO. 8703093-002 TO MASTER LEASE AGREEMENT DATED AS OF APRIL 19, 2010

Payment Date	# of Base Payments	Stipulated Loss Value as a % of Cost
1/1/2012	1	102.095
2/1/2012	2	101.097
3/1/2012	3	100.092
4/1/2012	4	99.089
5/1/2012	5	98.079
6/1/2012	6	97.069
7/1/2012	7	96.052
8/1/2012	8	95.032
9/1/2012	9	94.008
10/1/2012	10	92.980
11/1/2012	11	91.948
12/1/2012	12	90.911
1/1/2013	13	89.868
2/1/2013	14	88.822
3/1/2013	15	87.773
4/1/2013	16	86.722
5/1/2013	17	85.664
6/1/2013	18	84.605
7/1/2013	19	83.539
8/1/2013	20	82.468
9/1/2013	21	81.394
10/1/2013	22	80.315
11/1/2013	23	79.231
12/1/2013	24	78.142
1/1/2014	25	77.046
2/1/2014	26	75.947
3/1/2014	27	74.842
4/1/2014	28	73.735
5/1/2014	29	72.621
6/1/2014	30	71.504

Payment Date	# of Base Payments	Stipulated Loss Value as a % of Cost
7/1/2014	31	70.381
8/1/2014	32	69.252
9/1/2014	33	68.119
10/1/2014	34	66.980
11/1/2014	35	65.836
12/1/2014	36	64.687
1/1/2015	37	63.531
2/1/2015	38	62.370
3/1/2015	39	61.203
4/1/2015	40	60.034
5/1/2015	41	58.856
6/1/2015	42	57.676
7/1/2015	43	56.488
8/1/2015	44	55.294
9/1/2015	45	54.096
10/1/2015	46	52.891
11/1/2015	47	51.680
12/1/2015	48	50.463
1/1/2016	49	49.239
2/1/2016	50	48.010
3/1/2016	51	46.774
4/1/2016	52	45.534
5/1/2016	53	44.286
6/1/2016	54	43.034
7/1/2016	55	41.775
8/1/2016	56	40.509
9/1/2016	57	39.238
10/1/2016	58	37.961
11/1/2016	59	36.677
12/1/2016	60	35.387
1/1/2017	61	34.089
2/1/2017	62	32.786
3/1/2017	63	31.476
4/1/2017	64	30.161
5/1/2017	65	28.838
6/1/2017	66	27.510
7/1/2017	67	26.175
8/1/2017	68	24.833

Payment Date	# of Base Payments	Stipulated Loss Value as a % of Cost
9/1/2017	69	23.485
10/1/2017	70	22.130
11/1/2017	71	20.769
12/1/2017	72	19.401
1/1/2018	73	18.026
2/1/2018	74	16.644
3/1/2018	75	15.256
4/1/2018	76	13.861
5/1/2018	77	12.458
6/1/2018	78	11.050
7/1/2018	79	9.634
8/1/2018	80	8.211
9/1/2018	81	6.782
10/1/2018	82	5.345
11/1/2018	83	3.901
12/1/2018	84	2.451

Stipulated Loss values are due in addition to any advance or arrears rent due on the same date.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
63261008 - 339560
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:30 PM 12/21/2011
INITIAL FILING # 2011 4908771

SRV: 111321874

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	USA

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		LLC	DE	☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: General Electric Capital Corporation

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO Box 35713	Billings	MT	59107-5713	USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers One (1) NC Hyperbaric - WAVE 6000/420 High Pressure Pasteurization System S/N W07811 and related equipment as more fully described on Schedule A attached hereto and made a part hereof, plus all other attachments, accessories, accessions, additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached thereto, and any and all insurance and other proceeds thereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

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8. OPTIONAL FILER REFERENCE DATA: EFS - Direct - Intermediary Funding :8703093-002

63261008

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

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9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: Quantum Foods 213-D, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
		LLC	DE	☐ NONE

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OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

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15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

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18. Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: GDC Logistics, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
		LLC	DE	☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: Quantum Culinary, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS: 750 S. Schmidt Road	CITY: Bolingbrook	STATE: IL	POSTAL CODE: 60440	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
		LLC	IL	☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

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16. Additional collateral description:

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☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Quantum Foods, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME: Choice One Foods, LLC

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. Schmidt Road	Bolingbrook	IL	60440	

11d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

SCHEDULE A
TO UCC-1 FINANCING STATEMENT

Number of Units	Manufacturer	Serial No.	Year/Model/Type of Equipment
1 Ea.	NC Hyperbaric	W07811	NC Hyperbaric - WAVE 6000/420 High Pressure Pasteurization System & related equipment
1 Ea	Gridpath Solutions, Inc.		Bulk Product Feeder
1 Ea.	Gridpath Solutions, Inc.		NC Pan Extension, Powered Basket Tilt Station & Conveyor
1 Ea.	Gridpath Solutions, Inc.		Shaker Table
1 Ea.	Gridpath Solutions, Inc.		Large Flat Belt Dryer c/w Regenerative Blower Assembly
1 Ea.	Gridpath Solutions, Inc.		Convertible Carriers
1 Ea.	Gridpath Solutions, Inc.		Tote Dumper
1 Ea.	Meilner Mechanical		Raypak Model WH8-1259B Domestic Hot Water Heating Pkg.
1 Ea.	Meilner Mechanical		Flexcon WHV-50 Expansion Tank
1 Ea.	Meilner Mechanical		B & G Model B611S All Bronze Pump
3 Ea.	Meilner Mechanical		Raypak 115 Gallon Storage Tank
1 Ea.	Meilner Mechanical		Digital Tank Stat & Well
1 Ea.	Meilner Mechanical		Thermometer
1 Ea.	Geen Industries, Inc.		3 Cu Ft Twin Alternating Water Softener

[redacted]

RECEIVED
IL SECRETARY OF STATE
UNIFORM COMMERCIAL CODE
20111221 0940
$20.00 Electronic

16872350 FS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Corporation Service Company 800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL, 62703

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: QUANTUM CULINARY, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
750 S. SCHMIDT ROAD	BOLINGBROOK	IL	60440	USA

1d. SEE INSRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATION ID #, if any
		LLC	IL	✓ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GENERAL ELECTRIC CAPITAL CORPORATION

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO BOX 35713	BILLINGS	MT	59107-5713	USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers One (1) NC Hyperbaric - WAVE 6000/420 High Pressure Pasteurization System S/N W07811 and related equipment as more fully described on Schedule A attached hereto and made a part hereof, plus all other attachments, accessories, accessions additions, replacements, exchanges and substitutions now or hereafter made a part of the equipment or attached thereto; and any and all insurance and other proceeds thereof.

5 ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6 This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ALL DEBTORS DEBTOR 1 DEBTOR 2 ADDITIONAL FEE

8 OPTIONAL FILER REFERENCE DATA

EFS - Direct - Intermediary Funding 8703093-002 [63261981]

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

SCHEDULE A
TO UCC-1 FINANCING STATEMENT

Number of Units	Manufacturer	Serial No.	Year/Model/Type of Equipment
1 Ea.	NC Hyperbaric	W07811	NC Hyperbaric - WAVE 6000/420 High Pressure Pasteurization System & related equipment
1 Ea.	Gridpath Solutions, Inc.		Bulk Product Feeder
1 Ea.	Gridpath Solutions, Inc.		NC Pan Extension, Powered Basket Tilt Station & Conveyor
1 Ea.	Gridpath Solutions, Inc.		Shaker Table
1 Ea.	Gridpath Solutions, Inc.		Large Flat Belt Dryer c/w Regenerative Blower Assembly
1 Ea.	Gridpath Solutions, Inc.		Convertible Carriers
1 Ea.	Gridpath Solutions, Inc.		Tote Dumper
1 Ea.	Meilner Mechanical		Raypak Model WH8-1259B Domestic Hot Water Heating Pkg.
1 Ea.	Meilner Mechanical		Flexcon WHV-50 Expansion Tank
1 Ea.	Meilner Mechanical		B & G Model B611S All Bronze Pump
3 Ea.	Meilner Mechanical		Raypak 115 Gallon Storage Tank
1 Ea.	Meilner Mechanical		Digital Tank Stat & Well
1 Ea.	Meilner Mechanical		Thermometer
1 Ea.	Geen Industries, Inc.		3 Cu Ft Twin Alternating Water Softener