

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		ADMINISTRATIVE CLAIM FORM
In re: Quantum Foods, LLC		Case No. 14-10318 (Jointly Administered)
Debtor against which claim is asserted: (Check One) <input checked="" type="checkbox"/> Quantum Foods, LLC Case No. 14-10318 <input type="checkbox"/> Quantum Foods 213-D, LLC Case No. 14-10319 <input type="checkbox"/> Quantum Culinary, LLC Case No. 14-10320 <input type="checkbox"/> GDC Logistics, LLC Case No. 14-10321 <input type="checkbox"/> Choice One Foods, LLC Case No. 14-10322		PLEASE NOTE: <i>This form should only be used to assert an unpaid administrative expense claim arising on or after February 18, 2014 through and including September 30, 2014.</i> Claim #213 THIS SPACE IS FOR COURT USE ONLY
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property  34257812003710 ILLINOIS AUDIO PRODUCTIONS, INC. 3906 TURNER AVE. PLANO, IL 60545		
Creditor Telephone Number (630) 552-9600		<div style="text-align: center;"> RECEIVED OCT 20 2014 BMC GROUP </div>
Name and address where notices should be sent (if different from above):		
Creditor Telephone Number ()		Check here if this claim: <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated:
Account or other number by which creditor identifies debtor:		
1. Basis for Claim: <i>We have a lease agreement with Quantum Foods to provide an on-hold unit and custom on hold message for their telephone on hold which they are still using our services</i>		
2. Date debt was incurred: <i>10-1-13</i>		
3. Brief description of claim, including the basis for the priority nature of the claim (if any) (attach additional information): <i>These are invoices & statement for our services through Sept 30, 2014.</i>		
4. Total Amount of Administrative Claim: \$ <u>5360.00</u> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
6. SUPPORTING DOCUMENTS: <i>Attach copies of supporting documents</i> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
7. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
The original of this completed proof of claim form must be sent by mail or hand delivered (no electronic submissions or facsimiles will be accepted) so that it is actually received on or before 4:00 pm prevailing Eastern Time on November 7, 2014.		THIS SPACE FOR COURT USE ONLY
BY MAIL TO: BMC Group, Inc. Attn: Quantum Foods, LLC Claims Processing P.O. Box 3020 Chanhassen, MN 55317-3020	BY HAND OR OVERNIGHT DELIVERY TO: BMC Group, Inc. Attn: Quantum Foods, LLC Claims Processing 18675 Lake Drive East Chanhassen, MN 55317	
DATE	SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	



INSTRUCTIONS FOR FILING PROOF OF ADMINISTRATIVE CLAIM

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

This form should only be used to assert administrative claims arising on or after February 18, 2014 through and including September 30, 2014.

1. Please read this Administrative Claim form carefully and fill it in completely and accurately.
2. Print legibly. Your claim may be disallowed if it cannot be read and understood.
3. This Administrative Claim must be completed in English. The amount of any Administrative Claim must be denominated in United States currency.
4. Attach additional pages on 8-1/2 x 11" paper if more space is required to complete this Administrative Claim form.
5. **THIS FORM SHOULD ONLY BE USED BY A CLAIMANT ASSERTING AN ADMINISTRATIVE EXPENSE THAT WAS INCURRED ON OR AFTER FEBRUARY 18, 2014 THROUGH AND INCLUDING SEPTEMBER 30, 2014. THIS FORM IS NOT FOR FILING CLAIMS ARISING PRIOR TO FEBRUARY 18, 2014 OR CLAIMS ARISING AFTER SEPTEMBER 30, 2014.**
6. This Administrative Claim form should be sent to the following addresses:

By Regular Mail:
BMC Group, Inc.
Attn: Quantum Foods, LLC Claims Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

By Hand or Overnight Delivery:
BMC Group, Inc.
Attn: Quantum Foods, LLC Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Please note that BMC Group, Inc. is **not** permitted to accept proofs of claim, including any Administrative Claim form, by facsimile, telecopy or other electronic submission, including electronic mail.

7. To receive an acknowledgement of the filing of your claim from BMC Group, Inc., enclose a stamped, self-addressed envelope and copy of this Administrative Claim form.
8. **THE CLAIMANT MUST ATTACH COPIES OF ANY AND ALL SUPPORTING DOCUMENTATION THAT PROVIDES EVIDENCE THAT THIS CLAIM IS FOR AN OBLIGATION INCURRED ON OR AFTER FEBRUARY 18, 2014 THROUGH AND INCLUDING SEPTEMBER 30, 2014, SUCH AS PROMISSORY NOTES, PURCHASE ORDERS, INVOICES, ITEMIZED STATEMENTS OF ACCOUNTS, CONTRACTS, COURT JUDGMENTS, OR EVIDENCE OF A SECURITY INTEREST. IF THE DOCUMENTATION IS NOT ATTACHED, THE DEBTORS MAY SEEK DISALLOWANCE OF YOUR CLAIM.**
9. To be considered timely filed, this Administrative Claim form must be actually received by BMC Group, Inc. by 4:00 p.m. (Prevailing Eastern Time) on November 7, 2014 and should include appropriate documentation/materials establishing the claimants' entitlement to an allowed Administrative Claim and the amount of the asserted claim.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/quantumfoods

ILLINOIS AUDIO PRODUCTIONS, INC.

3906 Turner Ave, Plano, IL 60545

BUS: (630) 552-9600 FAX: (630) 552-9616

Message On Hold AGREEMENT

Agreement between Illinois Audio Productions, Inc., 3906 Turner Ave, Plano, IL (hereinafter designated as "IAP"), and Quantum Foods, LLC, 750 S Schmidt Rd, Bolingbrook, IL 60440 (hereinafter designated as "Customer").

1. Term will begin from execution date below and will continue for a minimum period of two years.
2. Customer agrees to pay \$150 per quarter for production services covering equipment, talent and licensed music. Up to: 1 single voice production will be provided per year within this agreement. Additional custom productions are available at posted rates upon request. This agreement shall be binding upon IAP and Customer, and their respective heirs, successors, administrators, agents and assigns.
3. IAP grants Customer full use of **ON HOLD** for the purpose of placing IAP's and only IAP's custom production on Customer's telephone system. IAP will provide 1 *Digital Machine* with appropriate plugs and cords.
4. Should any additional telephone equipment or wiring be required for installation, Customer will make the necessary arrangements with Customer's telephone vendor and assume any additional expense. If the Customer changes telephone systems or switches to an IP system, the same fees will apply for the Message On Hold service unless additional equipment is required from IAP.
5. All customer production and equipment will remain the property of IAP and shall be returned immediately in the event of cancellation. In the event demand is made for the return of the equipment based upon default, cancellation or termination of the agreement, and Customer fails to return the equipment within a reasonable time after demand is made, IAP may elect to abandon the equipment and allow Customer to retain possession of equipment only—not provided Message On Hold productions, but in such event, the parties mutually agree that \$500 plus past due invoices in liquidated damages shall be due immediately due to and payable from Customer to IAP due to the unique nature of the equipment and custom services provided for therein.
6. Customer may cancel this agreement after the initial agreement period with thirty days written notice and shall return equipment to IAP via a traceable shipper. After 30 days following initial agreement period, this agreement shall renew for another like term unless Customer gives written cancellation notice AND returns the equipment. Billing will continue until equipment has been returned. In the event payments due under this agreement become ninety (90) days past due, IAP shall have the right to enter Customer's premises and remove the equipment used hereunder upon Customer's prior written consent. In the event Customer does not return said equipment or allow IAP to remove said equipment, then Customer shall pay IAP \$500 as liquidated damages and this agreement shall be declared null and void.
7. IAP retains ownership of all hardware equipment including the *digital unit*.
8. IAP shall be responsible for repair of said equipment and hereby agrees to replace any or all defective equipment described herein so as to keep the digital on-hold system in proper working order. Customer shall be held harmless for defective equipment and IAP at no additional charge will replace it during the term of this agreement. Customer shall be held responsible for replacement costs of equipment damaged through negligence or improper use on the part of the Customer or its assigns.

ILLINOIS AUDIO PRODUCTIONS, INC.

Customer – Quantum Foods

9. IAP shall not be responsible for any claims, damages, liabilities, or expenses, including legal counsel from the use or misuse of equipment and/or any associated cost concerning music royalty fees for production or music *other* than that provided by IAP. Customer shall hold IAP harmless and defend and indemnify IAP from any suits, demands, damages, claims or causes of action resulting from Customer's misuse of the equipment and/or music or any other liability resulting from actions of the Customer.

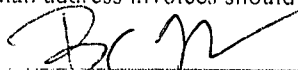
10. In the event of default hereunder, Customer agrees to pay all cost of collection, including a reasonable attorney's fee and replacement cost of any equipment damaged through loss or negligence. Venue for litigation arising between the parties to enforce the terms of this agreement shall be fixed in the 16th Judicial Circuit, Kendall County, Illinois.

11. IAP shall provide the necessary service needed to ensure proper quality and to respond in a timely manner as defined above upon notification. However, if problems other than IAP's, it is agreed that customer shall be charged for reasonable and documented time and travel.

12. Customer agrees that no claims or promises have been made by IAP to induce Customer to subscribe to the above mentioned services and that the undersigned is executed by an authorized representative of the Customer in the representative's official capacity, as well as individual capacity.

Please check pay preference: Quarterly (X) Semi Annually () Annually ()

e-mail address invoices should be sent to: Janet Spencer (jspencer@quantumfoods.com)



Illinois Audio Productions, Inc.

Date: 5-7-12



Customer - Authorized Signature

Date: May 3, 2012



Invoice

DATE	INVOICE #
4/1/2014	96782
FEIN# 38-3655587	

Quantum Foods
 750 S SCHMIDT RD
 BOLINGBROK IL 60440

**Please include
 Invoice # on
 payment**

P.O. #	TERMS	DUE DATE	REP	SHIP VIA
	Net 30	4/1/2014	PKF	

DESCRIPTION	PRICE EACH	QTY	AMOUNT
Message On Hold Service: Quarterly Invoice	150.00		150.00

Total			\$150.00
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Statement

DATE 10/15/2014

FEIN# 38-3655587

**Statement
reflects
previous usage**

Quantum Foods
750 S SCHMIDT RD
BOLINGBROK IL 60440

Please include invoice # on payment

DUE DATE
10/15/2014

DATE	TRANSACTION				AMOUNT	BALANCE
02/17/2014	Balance forward					300.00
04/01/2014	INV #96782. Due 04/01/2014.				150.00	450.00
04/28/2014	PMT #223933. 4/23/14 95968				-68.32	381.68
07/01/2014	INV #97643. Due 07/01/2014.				150.00	531.68
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE	
0.00	0.00	0.00	0.00	531.68	\$531.68	



Invoice

DATE	INVOICE #
7/1/2014	97643
FEIN# 38-3655587	

Quantum Foods
750 S SCHMIDT RD
BOLINGBROK IL 60440

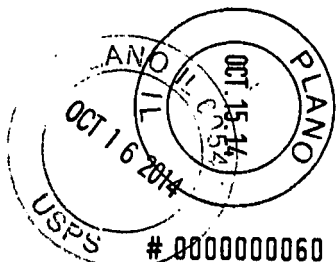
**Please include
Invoice # on
payment**

P.O. #	TERMS	DUE DATE	REP	SHIP VIA
	Net 30	7/1/2014	PKF	

DESCRIPTION	PRICE EACH	QTY	AMOUNT
Message On Hold Service: Quarterly Invoice	150.00		150.00
Total			\$150.00

Illinois Audio Productions, Inc.

3906 Turner Avenue
Plano, Illinois 60545
www.ilaudio.com



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BMC Group, Inc.
Attn: Quantum Foods Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

RECEIVED
OCT 20 2014
BMC GROUP