

<b>UNITED STATES BANKRUPTCY COURT</b> District of Delaware, Wilmington Division		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>QUANTUM FOODS, LLC</b>	Case Number: <b>14-10318-KJC</b>	<b>E-Filed on 11/06/2014 Claim # 325</b>
NOTE: <i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Texas Department of Agriculture</b>		<b>COURT USE ONLY</b>
Name and address where notices should be sent: <b>Texas Department of Agriculture Attn: Angela Olige Texas Department of Agriculture PO Box 12847, Austin Texas 78711</b> Telephone number: <b>(512) 463-3559</b> email: <b>heather.bernard@</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  Filed on: _____
Name and address where payment should be sent (if different from above):   Telephone number: _____ email: _____		<input type="checkbox"/> 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.
<b>1. Amount of Claim as of Date Case Filed:</b> <u>          \$ 58,115.71          </u>		
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. <input type="checkbox"/> 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.		
<b>2. Basis for Claim:</b> <u>Services Performed</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b>  _____	<b>3a. Debtor may have scheduled account as:</b>  _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  _____ (See instruction #3b)
<b>4. Secured Claim</b> (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.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>  <b>Value of Property:</b> \$ _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ _____
<b>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.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> 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).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).  <b>Amount entitled to priority:</b> \$ _____
<input type="checkbox"/> 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).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).  <b>Amount entitled to Administrative Expense under 11 U.S.C. §503(b)(9)</b> \$ _____
<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

**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".)

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.     I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

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: Heather Davies Bernard

Title: Assistant General Counsel

Company: Texas Department of Agriculture

Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_

Heather Davies Bernard

11/06/2014

(Signature)

(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.

Attachment 1 - TDA-QuantumNoticeofClaim.PDF

Description -

# TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES  
COMMISSIONER

DATE: November 6, 2014  
TO: BMC Group, Inc.  
FROM: Heather Davies Bernard, Assistant General Counsel  
Texas Department of Agriculture  
RE: Quantum Foods LLC Claims Processing  
Summary of Claim and Supporting Documents



**Note:** *This Summary and Supporting Documents is being e-filed at <http://bmcgroup.com/quantumfoods> on November 6, 2014, pursuant to the deadlines for filing proofs of claim set forth for Case No. 14-10318(KJC) in the United States Bankruptcy Court for the District of Delaware.*

Quantum Foods, LLC (Debtor) is an authorized food processor in privity with the United States Department of Agriculture (USDA). Pursuant to Debtor's agreement to process commodity food products (USDA Food) in various states, Debtor has executed a State Processing Agreement for Texas. (See Exhibit A) In Texas, USDA Foods are administered by the Texas Department of Agriculture (Creditor). Creditor files its Proof of Claim in accordance with 7 CFR 250.15(c).

Debtor seeks to be reimbursed for the value of USDA Foods in Creditor's possession at the time of its bankruptcy filing. As of June 2014, Debtor possessed 43,712.68 pounds of "chicken large chilled – bulk." (See Exhibit B) As of June 2014, Debtor possessed 181 cases of beef, post processing. (See Exhibit C) USDA assigns value to USDA Foods periodically in its "Average Price Per Pounds" Report. (See Exhibit D)

The following supporting documents are fully incorporated into and submitted with this Summary, as follow:

- Exhibit A: State Processing Agreement between Debtor and Creditor (20 pages)
- Exhibit B: Debtor's Monthly Performance Report, Texas, Inventory of Chicken (1 page)
- Exhibit C: Debtor's Monthly Performance Report, Texas, Inventory of End Product Commodity, Beef.= (1 page)
- Exhibit D: USDA Average Price Per Pounds Report, November 15, 2012 (1 page)

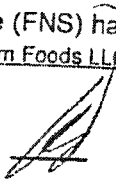
Debtor's calculation of the amount owed is summarized:

Item	Value per Pound	Chicken Possessed by Debtor	Value Owed to Creditor
Chicken	\$0.7503	43,712.68 unprocessed product pounds	\$32,797.62
Beef	\$3.0892	181 processed crates = 8195.68 unprocessed product pounds	\$25,318.09
Total:			\$58,115.71



**2013-2014 STATE PARTICIPATION AGREEMENT (SPA)  
RENEWAL AGREEMENT**

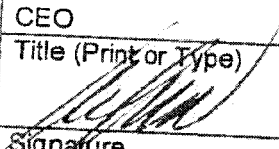
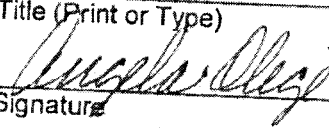
The United States Department of Agriculture, Food and Nutrition Service (FNS) has entered into a National Master Processing Agreement (NPA) with Quantum Foods LLC (Processor).

Processor will initial here to confirm this statement is true. 

Processor has also entered into a State Processing Agreement (SPA) with the Texas Department of Agriculture (TDA) which sets forth the terms and conditions of Processor's operation under the NPA in Texas. TDA extends renewal of this SPA on an annual basis.

Therefore, in accordance with 7 CFR Part 250.30(c)(1) of the Food Distribution Program Regulations, TDA hereby agrees to extend the 2010 - 2011 NPA/SPA with Processor.

All terms and conditions of the SPA executed between TDA and Processor shall remain in effect through June 30, 2014, with the exception of the attached documents incorporated herein which supersede those previously in force.

PROCESSOR	APPROVED BY
Quantum Foods, LLC	
Processor	Texas Department of Agriculture State Agency
Edward B. Bleka Print or Type Name	Angela Olige Print or Type Name
CEO Title (Print or Type)	Chief Administrator Title (Print or Type)
 Signature	 Signature
05/06/13 Date	6/19/2013 Date Approved
750 South Schmidt Road	P.O Box 12847
Bolingbrook, IL 60440 Address	Austin, Texas 78711 Address



<b>Lincoln Yee or Karen Cruz</b>	Elizabeth Gonzales
Contact Name 800-334-6328 216-926-8857	Contact Name 512-475-0066
Phone Number <a href="mailto:lincolnyee@asianfoods.com">lincolnyee@asianfoods.com</a> <a href="mailto:kcruz@quantumfoods.com">kcruz@quantumfoods.com</a>	Phone Number Elizabeth.Gonzales@texasagriculture.gov
Email Address	Email Address
	Attached Documents: SY 2014 USDA Approved ✓ Summary End Product Data Schedule (SEPDS) Destination Verification N/A State Forms ✓

## Attachment A

### SCHEDULE OF APPLICABLE LAWS

1. Processor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
2. Processor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, Processor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
3. Processor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. Processor shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities.
5. Processor shall comply with the Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
6. Processor has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. (Reference 7 CFR § 3017.); **Attachment B**
7. Processor has signed the Lobbying Certification. If applicable, Processor has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying or will complete and submit as required in accordance with its instructions. **Attachments C & D**
8. Processor has signed the Certification regarding Drug-Free workplace requirements. (Reference the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F.) **Attachment E**
9. Processor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

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### Certifications:

- TDA Certificate of Authority (Form H4508), which is attached to this Contract as **Attachment F** and fully incorporated herein;
- State of Texas/TDA Nondisclosure Statement, which is attached to this Contract as **Attachment G** and fully incorporated herein; and
- State of Texas/TDA Child Support Certification, which is attached to this Contract as **Attachment H** and fully incorporated herein.

Attachment B

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility, and  
Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Quantum Foods LLC  
Organization Name

TX SPA Renewal  
PR/Award Number or Project Name

Ed Bleka  
Name of Authorized Representative

President  
Title

  
Signature

4/26/13  
Date



Attachment C

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Texas Department of Agriculture** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **Texas Department of Agriculture** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Quantum Foods

750 Schmidt Rd

Bolingbrook, IL 60440

Name/Address of Organization

Ed Bleka, President

Name/Title of Submitting Official

Signature

4/26/13

Date



**Attachment D (continued)**

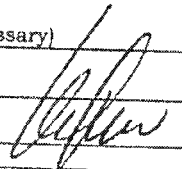
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:

(Attach continuation sheet(s) if necessary)

15. Continuation Sheet(s) attached:  Yes  No

16. Information requested through this form is authorized by article 31 U.S.C. section 1352.

This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:   
Print Name: Ed Bioka  
Title: President  
Telephone No: 800-334-6328 Date: 4/28/13

Federal Use Only:  
for Local Reproduction of:

Authorized

Form - LLL

Standard

Attachment E

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**CERTIFICATION REGARDING**  
**DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)**  
**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 *Federal Register* (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

**Alternative I**

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

750 Schmidt Road

Bolingbrook IL, 60440

Check here  if there are workplaces on file that are not identified here.

Quantum Foods LLC

Organization Name

TX SPA Renewal

Award Number or Project Name

Ed Blaka, President

Name and Title of Authorized Representative

Signature

4/26/13

Date



Texas Department of Agriculture  
Certificate of Authority for External Users

FND-101

TODD STAPLES, COMMISSIONER

<b>SEC A</b>	<b><sup>1</sup> CONTRACTING ENTITY (CE) NAME</b>	
	Legal Name <b>Quantum Foods LLC</b>	DBA Name
	<b><sup>2</sup> CONTRACTING ENTITY (CE) IDENTIFIER</b>	
	CE ID	Check here if new applicant to programs <input type="checkbox"/>
		ESC Region

<b>TO ADD A NEW USER OR MODIFY AN EXISTING USER, COMPLETE THE FOLLOWING:</b>				
<b><sup>1</sup> USER INFORMATION</b>				
First Name <b>Hong</b>	Middle Initial	Last Name <b>Vongmany</b>		
Title <b>Office Manager</b>	TX-UNPS User ID (if modifying an existing user)			
Business E-mail (For new users, login information will be emailed to this address.) <b>hvongmany@quantumfoods.com</b>	Business Phone ( <b>888</b> ) <b>499</b> - <b>6888</b>	Extension <b>100</b>		
Signature of User			Date (mm/dd/yy) <b>4.26.13</b>	
<b><sup>2</sup> REPRESENTATIVE TYPE (Must be participating in Program.)</b>				
<b>SECTION B</b>	<b>School Nutrition Programs (SNP) Groups</b>		Add	Remove
	SNP CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	
	SNP CE Support	<input type="checkbox"/>	<input type="checkbox"/>	
	Food Service Management Company (FSMC) Representative	<input type="checkbox"/>	<input type="checkbox"/>	
	Education Service Center (ESC) Representative	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Food Distribution Program (FDP) Groups</b>		Add	Remove
	FDP CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	
	FDP Coop	<input type="checkbox"/>	<input type="checkbox"/>	
	FDP Processor/Broker	<input type="checkbox"/>	<input type="checkbox"/>	
	FDP Contracted Warehouse	<input type="checkbox"/>	<input type="checkbox"/>	
	FDP Food Bank	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Child and Adult Care Food Program (CACFP) Groups</b>		Add	Remove
	CACFP <u>Center</u> CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	
	CACFP <u>Center</u> CE Support	<input type="checkbox"/>	<input type="checkbox"/>	
	CACFP <u>Day Care Home</u> (DCH) CE Admin	<input type="checkbox"/>	<input type="checkbox"/>	
CACFP <u>Day Care Home</u> (DCH) CE Support	<input type="checkbox"/>	<input type="checkbox"/>		
CACFP Read Only	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Summer Food Service (SFSP) Groups</b>		Add	Remove	
SFSP CE Admin	<input type="checkbox"/>	<input type="checkbox"/>		
SFSP CE Support	<input type="checkbox"/>	<input type="checkbox"/>		
SFSP CE Read Only	<input type="checkbox"/>	<input type="checkbox"/>		

<b>TO REMOVE AN EXISTING USER, COMPLETE THE FOLLOWING:</b>			
<b>SEC C</b>	<b>1 USER INFORMATION</b>		
	First Name	Middle Initial	Last Name
	TX-UNPS User ID (if known)		

This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 552.021, 552.023, and 559.004.)

<b>SECTION D</b>	<b>1 APPROVAL SIGNATURE</b> (Only required if adding or removing a user, or if changing security groups.)	
	The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.	
	By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.	
	We further understand that user IDs and passwords are specific to the individual and will not be shared.	
	Name of Highest Contracting Entity Official (example: Superintendent, President of Board, etc.) (Print)	
	<b>Ed Bleka, President</b>	
	Signature of Highest Contracting Entity Official	Date (mm/dd/yy) <b>4/26/13</b>

<b>SECTION F</b>	<b>1 TDA INTERNAL USE ONLY</b>		
	<input type="checkbox"/> Approved	Signature – TDA F&N Representative	Date (mm/dd/yy)
	<input type="checkbox"/> Disapproved		
	User ID Created	Date (mm/dd/yy)	
	User ID Deleted	Date (mm/dd/yy)	
User ID Updated	Date (mm/dd/yy)		

**Please mail or fax this form to:**  
Texas Department of Agriculture, Food and Nutrition Division,  
P.O. Box 12847  
Austin, TX 78711  
Fax No.: 888-203-6593

Attachment G



*State of Texas*  
*Texas Department of Agriculture*

**Nondisclosure Statement**

**Acknowledgment**

As a contractor to the Texas Department of Agriculture, I have been provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential by the Texas Department of Agriculture, the State of Texas, or the United States Government. As such, I acknowledge the following:

- that my access to this information is provided solely in my capacity as a contractor to the Texas Department of Agriculture;
- that access to this information is solely for the purpose of discharging my duties or the duties of my employer under Texas Department of Agriculture contract number [TX SPA];
- that premature or unauthorized disclosure of this information will irreparably harm the interests of the State of Texas and the Texas Department of Agriculture and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act [chapter 552, Texas Government Code];
- that the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

**Agreement**

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as a contractor to the Texas Department of Agriculture – whether written or oral, formal or informal – for the following purposes only:

- to provide the services and/or deliverables required or requested under contract number [TX SPA];
- to provide advice, opinion or recommendation requested by the Texas Department of Agriculture in the course of fulfilling the duties prescribed under the contract;
- to assist the Texas Department of Agriculture in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the contract.

I further agree that I shall regard any such information as confidential and that I shall not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:


- when authorized in writing by the Project Manager employed by the Texas Department of Agriculture;
- when required by court order, subpoena, or ruling of the Attorney General of Texas;
- when advised by legal counsel that disclosure is required by law or legal process;
- when the information has previously been released to the general public by the Project Manager, the Texas Department of Agriculture;
- when required to brief or inform a superior, provided the superior is informed of and has also executed a non-disclosure statement.

In the event I receive a request for information relating to contract number [TX SPA], either during or after the performance of this contract, I agree to do the following:

- notify the Project Manager or the Texas Department of Agriculture as soon as practical following receipt of the request;
- seek advice from appropriate legal counsel regarding my ability to disclose the information.

Attachment G (continued)

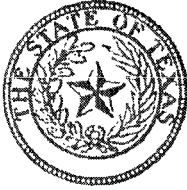
By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.

  
\_\_\_\_\_  
Signature  
Ed Bleka  
\_\_\_\_\_  
Printed Name

4/26/13  
\_\_\_\_\_  
Date



Attachment H



State of Texas  
Texas Department of Agriculture

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

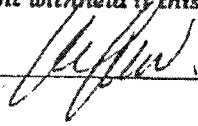
In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
Ed Bleka	356-86-0107
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

	President
Signature	Title
Ed Bleka	4/26/13
Printed Name	Date

**SEPDS A**

- National Summary (EPDS approved by USDA)
- State Summary (EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- Reflects Change in Formulation /Label
- Additional Products Listed
- Correction

**Quantum Foods**

VALUE PASS THROUGH SYSTEMS APPROVED:

- Direct Sale
- Refund to Recipient Agency
- Net Price Through Distributor
- Fee for Service (billed by Processor)
- Fee for Service (billed by Distributor)

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)												
End Product Code & Description	Net Weight Per Case (lbs)	Cases Per Case	Net Weight per Serving (oz)	Item Code	New WBSCM Item Code	New WBSCM Description	DF Incubator Branding per case	By Products Produced	Value per pound of DP	Value of DP per case (FTI)	Effective Date	Certified by State Agency Acceptance/Approval
A	B	C	D	E	F	G	H	I	J	K		Check for quick approval <input type="checkbox"/>
26100 Seasoned Shredded Chicken	32.08	171	3.00	A522	100103	CHICKEN LARGE CHILLED-BULK	45.800	No	\$0.7503	\$34.36	7-1-13	<input checked="" type="checkbox"/>
26101 Green Chili Chicken Shreds	32.08	171	3.00	A522	100103	CHICKEN LARGE CHILLED-BULK	44.120	No	\$0.7503	\$30.10	7-1-13	<input checked="" type="checkbox"/>

**PROCESSOR:**

Quantum Foods, LLC  
Name of Company

Robert Naegel, Vice President R & D  
Name and Title of Authorized Representative

*Robert Naegel*  
Signature

12/5/2012  
Date Signed

**USDA APPROVAL:**

(not applicable for state summary)

USDA/FNS/FDD HQ  
Name of Approving Agency

Sherry Thackery-Comm, Processing  
Name and Title of Authorized Representative

*Sherry Thackery*  
Signature

12/11/2012  
Date Signed

**STATE AGENCY APPROVAL:**

Tx Dept of Agriculture  
Name of Approving Agency

Coordinator - Elizabeth Gonzales  
Name and Title of Authorized Representative

*Elizabeth Gonzales*  
Signature

5-21-13  
Date Signed

\*If by products are produced, provide value and method credit will be given

**SEPDS B**

- National Summary (EPDS approved by USDA)
- State Summary (EPDS approved by state agency)

THIS IS AN ORIGINAL SUMMARY SCHEDULE UNLESS CHECKED BELOW:

- Reflects Change in Formulation (if/when)
- Additional Products Listed
- Correction

**SUMMARY END PRODUCT DATA SCHEDULE**

For Meat and Poultry Processed Under Guaranteed Minimum Return

**Quantum Foods**

Fee for Service System Approved

- Billed by Processor
- Billed by Distributor

Information Certified as Accurate from Approved EPDS (requires signature from agency that approved EPDS)												
End Product Code & Description	Net Weight Per Case	Servings Per Case	Net Weight per Serving	WBSM Item Code	New WBSM Description	When Applicable: Maximum Percent Breeding	Estimated Cases of Finished Product (Poultry Only)	Lbs to Produce a Case (Meat Only)	Guaranteed Percent For Finished Product (GMPR)	By Products Produced	State Agency Effective Date	State Agency Certification
A	B	C	D	E	F	G	H	I	J	K	L	
25002 Beef Shred	32.08	171	3.00	A802	100156 BEEF BNL'S SPECIAL TRM FRZ CTN-60 LB			45.28	71%	No	7-13	<input checked="" type="checkbox"/>
25203 Pork Shred	32.08	171	3.00	A734	110138 PORK BNL'S LEG ROASTS - BULK CTN-60			45.90	70%	No		<input checked="" type="checkbox"/>
25201 Seasoned Diced Pork (Cuban Style)	32.08	150	3.42	A734	110138 PORK BNL'S LEG ROASTS - BULK CTN-60			35.43	31%	No		<input checked="" type="checkbox"/>
25000 FC Beef Meatballs	30.04	209	2.30	A594	100154 BEEF COARSE GROUND FRZ CTN-60			32.99	91%	No		<input checked="" type="checkbox"/>
23603 FC Italian Style Beef Meatballs	30.00	192	2.50	A594	100154 BEEF COARSE GROUND FRZ CTN-60			29.83	101%	No		<input checked="" type="checkbox"/>
23004 FC Seasoned Beef Crumbles	30.00	209	2.30	A594	100154 BEEF COARSE GROUND FRZ CTN-60			29.56	101%	No		<input checked="" type="checkbox"/>
23005 FC Beef Crumbles	30.00	192	2.50	A594	100154 BEEF COARSE GROUND FRZ CTN-60			46.31	65%	No		<input checked="" type="checkbox"/>

DV Per Case  
 \$139.88  
 \$63.33  
 \$48.89  
 \$75.46  
 \$68.23  
 \$67.62  
 \$105.93

**PROCESSOR:**

Quantum Foods, LLC  
 Name of Company

Robert Naught, Vice President R & D  
 Name and Title of Authorized Representative

*Robert Naught*  
 Signature

1/30/2013  
 Date Signed

**USDA APPROVAL:**

(not applicable for state summary)

FNS FDD HQ  
 Name of Approving Agency

Sherry Thackeray-Commodity Processing  
 Name and Title of Authorized Representative

*Sherry Thackeray*  
 Signature

1/30/2013  
 Date Signed

**STATE AGENCY APPROVAL:**

70 Dept of Agriculture  
 Name of Approving Agency

Coordinator - Elizabeth Gonzales  
 Name and Title of Authorized Representative

*Elizabeth Gonzales*  
 Signature

5-21-13  
 Date Signed

\*If by products are produced, provide value and method credit will be given

(basis for paying for lost or damaged goods, and missed yields)  
 Contract Value Per Pound:

A594	\$2.2874
A602	\$3.0852
A734	\$1.3798



## SUBCONTRACTORS

Plant Name & Number	Physical Address	Item Produced	Phone Number	Fax Number
Case Farms (P19128) –	330 Dudley Goldsboro, NC 28333	Poultry, Nuggets	828-438-6900	828-437-8566
Case Farms (P419) – 5003111 BP ID	121 Rand St. Morganton, NC 28655	Poultry	828-438-6900	828-437-8566
Case Farms (P15724)	1818 County Rd 160 Winesburg, OH 44690	Poultry	828-438-6900	828-437-8566
Victory Foods (P31979) – 5008569 BP ID	1100 Airport Parkway Gainesville, GA 30501	Poultry	678-343-2070	

750 South Schmidt Road, Bolingbrook, IL 60440, 800-334-6328

[www.quantumfoods.com](http://www.quantumfoods.com) [customerservice@quantumfoods.com](mailto:customerservice@quantumfoods.com)



### Sales Verification Plan

#### Approved By

Quantum Foods in conjunction with K12 Foodservice.com, has developed a verification process for the value pass thru method "Net-Off Invoice", as stipulated in 7 CFR 250.19(b)(2), 250.30(d)(1) and 250.30(m). This process has been demonstrated for and received approval by David Brothers, Program Analyst, USDA Food and Nutrition Service, Food Distribution Division.

The verification process proposes to exceed the statistical sampling requirements by documenting and reporting the electronic access and review of recipient agency account information by every school participating in this commodity distribution option. Once account activity has been reviewed, a recipient agency with any concerns regarding the receipt of VPT will initiate a contact with the appropriate manufacturer through K12 Foodservice.com.

The process consists of four steps:

- A. The recipient agency receives an automated email at the beginning of each month with a link to K12Foodservice.com and their username and password.
- B. Each time a recipient agency user accesses their K12 accounts, their account information and log-in date are stored.
- C. Once in the K12 site the user can view a detailed Account Summary for each of their processors.
- D. The Account Summary contains individual invoice line item data as provided by the distributor. This information may be viewed as an annual total or broken-out by month.

A report of sales verification as well as user initiated VPT inquiries will be reported semi-annually.

**How does Sales Verification via K12Foodservice.com work?**

Manufacturers who use K12Foodservice.com to display commodity data for their school customers also choose to use K12Foodservice.com to satisfy the sales verification requirement as stated in 7CFR 250.19. When commodity transaction data from a certified commercial distributor is received and processed, this data is viewable at K12Foodservice.com for the distributor, broker, school district, State DA, and USDA. On a monthly schedule, all K12Foodservice.com NOI customers receive an Email Reminder, with their username and password, requesting that they access their account on K12Foodservice.com.

Once logged in, each school district is asked to compare the previous month's online account and transaction information to their hard-copy invoices from the distributor. Each district is then asked to respond, for each of their manufacturers, whether or not the distributor provided the correct quantity and discount for their commodity purchases. If the online data matches their paper invoices, they are asked to submit a "Yes" response for that manufacturer. If there is a discrepancy, they should submit "No" and enter a brief description of the problem. At this point, the "No" response is sent to the manufacturer's representative and to the broker. School districts should receive a response to their discrepancy submission within 48 hours. All "No" responses and their resolutions are collected by the manufacturer and are submitted with the bi-annual verification reports to the states.

Monthly Sales Verification via K12Foodservice.com exceeds the USDA requirement in two ways; (1) all customers are asked to verify, not just a sample, and (2) customers are asked to verify on a monthly basis, not just every six months. This level of participation in sales verification also benefits the NOI school customers by providing them with data on commodity availability and usage for 18 processors, all within one website. When used by foodservice directors and menu planners, this information can help schools make the most of their commodity "dollars". State directors and manufacturers alike want districts to "use the commodities", and not to carry-over balances year after year. Monthly verification can raise awareness of school customers' under-utilized commodities.

**How to view the Verification report on K12Foodservice.com**

1. Access your account to K12Foodservice.com. If you do not know your username and password, please contact K12 Services (301-251-5515) to get set up.
2. Select a manufacturer to view data for on the left hand side of the screen. Once you have made this selection, click the link for "Verification".
3. Select a month and school year for data review and click "Submit". These tables display activity recorded during the month after the

month you have selected. For example, selecting "January" displays results that were submitted in February. This is because we ask customers to log in and review data for the previous month, which we assume is complete by the 10<sup>th</sup> of the next month.

4. Verification results are calculated based on a statistically valid sample set of ACTIVE NOI customers within a state – this group is called the Population Requiring Verification. Only customers who have purchased NOI commodity products during the six-month period are asked to complete the verification process. These customers are listed in GREEN text on the verification report. Customers displayed in RED text have not received discounted (USDA) product and are not included in the population requiring verification.

5. The Verification report displays three levels of activity: (a) has the customer logged in to the website AT LEAST ONCE during the six month period (6 Month Status), (b) how many times have they logged on to the website during the current month (Monthly Logins), and (c) have they submitted a YES or NO verification for the current month.

6. Verification results for each state are based on the first level of activity, (a) the 6 Month Status. A statistically valid sample (number of schools) within the population requiring verification (Req. Sample Size) must log in to the website AT LEAST ONCE during the six month period.

7. There is a summary table at the bottom of the report that displays whether the manufacturer has reached the log-in requirement for your state. In this table, the 6 Month Login number must be equal to or greater than the Req. Sample Size





Handwritten: 45000  
08/15/14

# Monthly Performance Report

Substitution

Processor **Quantum Foods**  
Commodity **100103 - CHICK LRG CHILL-BULK**  
State **Texas**  
MPR Month **06-2014**

## A. INVENTORY

	Monthly	Year to Date
1. Beginning Inventory	44,021.52	0.00
2. Add Amount Received	0.00	72,000.00
3. Transfers In/Out	0.00	0.00
4. Amount Delivered***	-308.84	-28,287.32
5. Ending Inventory	43,712.68	43,712.68

X 7503  
932,797.62

## B. UNIT OF END PRODUCTS DELIVERED TO RECIPIENT AGENCIES

Name of Agency	Item Number	Units Delivered
00283 MESQUITE ISD	26101	7
TOTAL UNITS		
X LBS PER UNIT	44.1206	
= TOTAL POUNDS	-308.84	

TOTAL CASES	7	TOTAL DF LBS	-308.84
-------------	---	--------------	---------

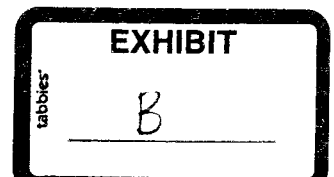
\* FROM EPDS Column 10 or Column 8 For NFD

I certify that sufficient donate foods are in inventory or on order to account or the quantities needed for production of end products approved under the Processing Agreement and that adequate quantities of commercially purchased foods are on hand or in order to meet production requirements for commercial sales. The above information is correct to the best of

07/30/2014

Signature of Processor Representative

Date





**MONTHLY PERFORMANCE REPORT**  
Meat/Poultry Guaranteed Minimum Return Only

**PART A - INVENTORY OF RAW COMMODITY**

1 Beginning Inventory of Raw Commodity Date 6/1/2014 MTD 0.00 YTD 0.00  
 Must match ending inventory of prior month  
 2 Add Quantity of Commodity Received + 0.00 15550.00

S O No. / Backhaul Date Cert. No. Quantity

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3 Commodity Transfer In/Out (Attach Explanation) +/- 0.00 0.00  
 4 Commodity Adjustment In/Out (Attach Explanation) +/- 0.00 0.00  
 5 Pounds of Condemned Commodity - 0.00 0.00  
 6 Total Quantity of Commodity Available = 0.00 15550.00  
 7 Less Quantity of Commodity Processed (Attach copies of AMS Grading Certificates) - 0.00 15550.00  
 8 Ending Inventory of Commodity 6/30/2014 = 0.00 0.00

Processor Quantum Foods  
 Commodity Title and Code BEEF BNLS SPECIAL TRM FRZ CTN 60 LBS  
 State Agency TX  
 Month/Year Jun-14

NOTE: Processor is liable for the ending inventory of commodity (Part A-7) and the ending inventory of all end products (B-10).

Attach list to show number of cases of end products by product code or CN Label number delivered to each recipient agency. Include number of pounds of rework delivered to recipient agencies. (See Part B-9)

Use separate pages to record data on processing of meat and poultry that was picked up from eligible recipient agencies.

**PART B - INVENTORY OF END PRODUCTS AND RECONCILIATION OF GUARANTEED MINIMUM YIELD**

(1) Name of End Product	(2) Product Code / CN Label No.	(3) LBS of DF Processed	(4) Cases Guaranteed	(5) Beginning Inventory	(6) Cases Produced	(7) Cases Over/Short (+/-)	(8) Total Available	(9) Cases Delivered	(10) Ending Inventory
Beef Steaks	26002	0	0	181	0	0	181	0	181

I certify that enough donated food is in inventory or is on order to account for the quantities need for production of end products for State Processing Contracts and enough commercially purchased inventory is on hand or on order in adequate quantities to meet production requirements.

Signature of Processor's Representative [Signature] Date 7/28/2014

181 x 45.28 lbs  
 = 8195.68  
 x 2.0892  
 = 17125.31804



USDA Average Price Per Pounds report  
November 15, 2012

FNS Number	Material	Material Descr.	Average Price of Material	Base Unit	No. Cases / Truck	Plant	Plant Descr.	Material Group	Material Grp. Descr.	Purchasing Group	Purch Grp. Descr.	Product Hierarchy	Product Hier. Descr.	Weight of a Truck	Price of a Truck
A522	100103	CHICKEN LARGE CHILLED -BULK	\$0.7503	LB	0/1000	DOMESTIC STATISTICAL 1000	307040	CHICKEN BULK	120	AMS-POULTRY	102802001031259	POULTRY/EGGS/CHICKEN/CHILLED	36,000	\$ 27,009.93	
A602	100156	BEEF BUNS SPECIAL TRM FRZ CTN-50 LB	\$3.0892	LB	0/1000	DOMESTIC STATISTICAL 1000	107060	BEEF SPECIAL TRIM	130	AMS-LIVESTOCK	1014902001031400	MEAT/BEEF/ROZEN	42,000	\$ 129,745.74	

