

UNITED STATES BANKRUPTCY COURT District of Delaware, Wilmington Division		PROOF OF CLAIM						
Name of Debtor: QUANTUM FOODS, LLC	Case Number: 14-10318-KJC	E-Filed on 11/07/2014 Claim # 353						
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): Cracker Barrel Old Country Store Inc		COURT USE ONLY						
Name and address where notices should be sent: Cracker Barrel Old Country Store Inc Attn: Elizabeth M. Wilson 307 Hartmann Drive Lebanon Tennessee 37087 Telephone number: (615) 235-4020 email: ewilson@crackerbarrel.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> 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.						
1. Amount of Claim as of Date Case Filed: \$ <u>2,112,491.00</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.								
2. Basis for Claim: <u>Goods Sold</u> (See instruction #2)								
3. Last four digits of any number by which creditor identifies debtor: ____ _ ____ _	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (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. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) </td> <td style="width: 50%; vertical-align: top;"> Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ </td> </tr> </table>			Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____				
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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. <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </td> <td style="width: 33%; vertical-align: top;"> <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). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </td> </tr> <tr> <td style="vertical-align: top;"> <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). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> Amount entitled to priority: \$ _____ Amount entitled to Administrative Expense under 11 U.S.C. § 503(b)(9) \$ _____ </div>			<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).	<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)(____).
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<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>								
6. Credits. 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: /Elizabeth M. Wilson/

Title: Associate General Counsel

Company: Cracker Barrel Old Country Store, Inc.

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

/Elizabeth M. Wilson/

11/07/2014

(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 - Quantum Foods - Supply Agreements.pdf

Description -

SUPPLY AGREEMENT
(Food, Packaging, Other Supplies)

1. GENERAL STATEMENT OF THE AGREEMENT:

Supplier, as defined below, agrees to sell to CBOCS Distribution, Inc. or its designee(s) all of the Approved Products, as defined below, required by the Distribution Centers, as defined below, for resale to Cracker Barrel Old Country Store® restaurants (collectively, the "Restaurants") upon the terms set forth below and in the General Terms and Conditions of Supply (the "General Terms") attached hereto as Appendix I. If the requirements of the Distribution Centers listed on Exhibit B for the Approved Products exceed the estimated stated volume(s) set forth on Exhibit B, such excess may be provided by the Supplier or others, at the election and within the reasonable discretion of CBOCS. In addition, CBOCS may upon reasonable notice to Supplier, in light of the circumstances, require Supplier to supply different Distribution Centers than those identified in Exhibit B, provided that, as a result of such requirement, the new estimated stated volume of Approved Products to be provided by Supplier to the Restaurants by virtue of the new assignment of distribution centers does not materially reduce the original estimated stated volume(s) set forth in Exhibit B.

Approved Products shall be sold directly to distributors approved by CBOCS Distribution, Inc. ("Approved Distributors"), who in turn shall be responsible for selling and distributing such Approved Products to the Restaurants. Supplier acknowledges and agrees that this Supply Agreement is a requirements contract within the meaning of the Uniform Commercial Code unless a specific volume guaranty or commitment is included in Exhibit E to this Supply Agreement.

2. PARTIES:

The parties to this Supply Agreement are:

- (a) Quantum Foods, LLC ("Supplier"), and
- (b) CBOCS Distribution, Inc. ("CBOCS"), a Tennessee corporation, with its principal office located at 305 Hartmann Drive, Lebanon, TN 37087.

3. APPROVED PRODUCTS:

The items listed on Exhibit A attached hereto are the "Approved Products." Inventory levels (if any) for each Approved Product are also set forth on Exhibit E.

4. TERM: The term (the "Term") of this Supply Agreement shall be:

- (a) Commencement Date: February 1, 2011
- (b) Termination Date: January 31, 2013

5. DISTRIBUTION CENTERS:

(a) A list of distribution centers to which Approved Products will be shipped, and the names of the Approved Distributors who operate such distribution centers, are set forth on Exhibit B (the "Distribution Centers"). CBOCS may, in its reasonable discretion, require Supplier to supply different Distribution Centers than those identified in Exhibit B, as provided in Section 1 General Statement of the Agreement above and subject to subparagraph (b) below.

(b) The Distribution Center assignments are also subject to change based upon changes necessitated by changes within the distribution system, e.g., closing of certain Distribution Center locations and/or relocation of certain Distribution Center locations, or other matters that are beyond the control of CBOCS. If any such reassignments are made, CBOCS will have no obligation to make up any volume to Supplier, however, CBOCS will use its best efforts to prevent a material reduction in the estimated volumes, it being understood that no volume guaranty or commitment has been made (unless otherwise expressly provided for on Exhibit E).

(c) Supplier acknowledges that the estimated stated volume amounts set forth on Exhibit B are based on actual historical sales and that said estimated stated volume amounts have been provided by CBOCS in good faith as estimates only and are not a volume commitment or guaranty and are in all respects subject to Section 3(b) of the General Terms. Supplier also acknowledges and understands that future volume can vary substantially depending on market conditions, promotional activities, new product introductions and other factors that cannot be foreseen.

(d) Supplier shall not sell Approved Products to any Distribution Centers except those Distribution Centers listed on Exhibit B, unless previously approved in writing by CBOCS.

6. PRICING:

(a) The delivered price (the "Delivered Price") to the Distribution Centers for the Approved Products is set forth on Exhibit B and is the total of the Contract F.O.B. Price, as shown on Exhibit B, and the Freight Rate (as defined below) or other freight rate of a shipper designated by CBOCS in accordance with section 7(b) hereof. The Contract F.O.B. Price is as set forth on Exhibit B, and is F.O.B. Supplier's plant(s). For purposes of this Supply Agreement, "F.O.B." shall mean "free on board" as defined in Article 2 of the Uniform Commercial Code in effect in the State of Tennessee.

(b) Supplier's standard payment terms shall be net 10 days.

7. SHIPPING:

(a) Supplier's freight rates are set forth on Exhibit B (the "Freight Rates"). All Contract F.O.B. Prices and Freight Rates are per case unless otherwise noted. Supplier must invoice the "Delivered Price" unless the shipment is a customer pickup ("CPU"), in which case, the Supplier must invoice the Contract F.O.B. Price. The Freight Rates shall include charges for sorting, segregating, hand unloading, or driver unloading as specified in Exhibit C to this Agreement. All deliveries made by Supplier to the Distribution Centers are F.O.B. Distribution Center, meaning that Supplier shall, at its expense and risk, transport the Approved Products to the Distribution Centers.

(b) All Freight Rates are applicable for the Term of this Supply Agreement; however, if opportunities are identified to lower the Freight Rates during the course of Term, such lower Freight Rates will take effect upon delivery to Supplier of a new Exhibit B setting forth the lower Freight Rates.

(c) CBOCS may withhold or withdraw consent, in its reasonable discretion, for Approved Distributors to exercise the option of CPU.

(d) Supplier will ship Approved Products on the ship date requested by the Distribution Center, if the order is placed with at least 10 business days lead-time. If the order is placed with less than 10 business days lead-time, Supplier will use its best efforts to ship Approved Products on the requested ship date, or as close to such date as possible. Orders may be canceled at any time prior to the end of business 5 days preceding the requested shipping date.

(e) All shipping is to be done according to Exhibit D. The Freight Rates set forth on Exhibit B shall apply regardless of quantity ordered or amount shipped.

8. MISCELLANEOUS:

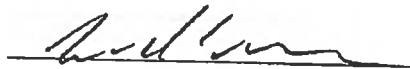
(a) Set forth on Exhibit E (if any) are certain additional terms and conditions to this Supply Agreement.

(b) Supplier acknowledges that (i) it has read this Supply Agreement and the General Terms prior to executing and delivering this Supply Agreement, and that (ii) this Supply Agreement and the General Terms are reasonable and acceptable to Supplier.

(c) Any and all Appendices and Exhibits to this Supply Agreement are hereby incorporated by reference herein.

IN WITNESS WHEREOF, the parties have caused this Supply Agreement to be duly executed by their respective duly authorized officers as of the Commencement Date.

CBOCS DISTRIBUTION, INC.



Edward A. Greene

President



Michele Varian

Vice President, Strategic Sourcing

QUANTUM FOODS, LLC

By: 

Name: EDWARD B. BLEKA

Title: PRESIDENT & CEO

Exhibits Attached

EXHIBIT A

LIST OF APPROVED PRODUCTS

Country Fried Sirloin – Mfg. 5350 – 35 / 7.2oz.

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Agreement: February 1, 2011 – January 31, 2013**

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5350	Country Fried Sirloin	35 / 7.2oz.	390,000	\$62.21/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$62.84/cs IN \$62.84/cs TN \$63.95/cs FL \$63.47/cs TX \$63.47/cs MD \$63.47/cs SC

EXHIBIT C**CUSTOMIZED DISTRIBUTION RECEIVING PROCEDURES AND UNLOADING RATES**

The procedures outlined below are to be followed by all outside/common carriers that deliver to Distributor.

1. All product that is delivered to Distributor must be delivered on 40 x 48 pallets with the proper tie and high, and segregated by item for the receiving clerk to check the product by manifest and/or purchase order.
2. Any product that does not meet Distributor's quality standards or is damaged will be refused and noted on the manifest with the driver initialing the change on the invoice.
3. **ALL DELIVERIES WILL BE ACCEPTED ON AN APPOINTMENT BASIS.** Distributor reserves the right to accept a delivery without an appointment.
4. If the driver(s) would like assistance in unloading their truck the service will be provided by Distributor at an approved lumping service or a reasonable rate.
5. If the driver(s) decline assistance in unloading their truck, they will be given a reasonable amount of time to complete unloading (to be determined by Distributor before unloading begins). If the allotted time is exceeded, a \$20.00 per hour fee will be charged for the use of the docks.
6. All payments for assistance in unloading will be made by CASH or COMCHECK. A receipt will be given for cash payment.
7. All rates to be charged for unloading will be agreed upon before the unloading begins.
8. Rates for unloading trucks are as follows:

Slip Sheet Loads	\$70.00 – Straight Loads \$90.00 – Double Stack Loads
Straight Pallet Loads	\$25.00 \$30.00 if pallets are loaded sideways on truck \$45.00 for bag potatoes (Additional charge per case for breakdown to TI & HI) \$0.02 per case – 15 lbs. & under \$0.06 per case – 16-35 lbs. \$0.10 per case – 36 lbs. & above
Floor Load (Paper Products)	\$0.10 per case – cases 10 lbs. & under \$0.12 per case – cases 11 – 25 lbs. \$0.15 per case – cases 26 lbs. & over
Floor Load (All Other)	\$0.05 per case – cases 15 lbs. & under \$0.10 per case – cases 16 – 35 lbs. \$0.15 per case – cases 36 lbs. & over
Boxed Beef (60-80# cs Floor Load)	\$0.20 per case

EXHIBIT D

SHIPPING - DESCRIPTION

All shipping shall be in full truckloads ("TL") unless less than truck loads ("LTL") for certain Approved Products are listed below:

LTL Approved Products:

Cquntry Fried Sirloin - Mfg. #5350 - 35 / 7.2oz.

EXHIBIT E**ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT**

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of purchase order date.
- During the term of this agreement, CBOCS may choose to test automating the batter/breading process. Should CBOCS test and/or approve this process, the associated FOB cost decrease will be at least \$0.15/lb.
- Any test or change to the current product specification will be at the sole discretion and direction of CBOCS. CBOCS may transition product upon thirty (30) days notice to Supplier.

2. Freight:

- The Cost of Freight is fixed for the Term of the Supply Agreement, i.e., February 1, 2011 through January 31, 2013 as shown on Exhibit B.

3. Extension Period Option(s):

- CBOCS has the option to extend the Supply Agreement for two (2) additional periods of twelve (12) months each (the "Extension Period") immediately following the expiration of the term, i.e. January 31, 2013, of this Supply Agreement. CBOCS will provide notice to Supplier at least 30 days notice prior to end of the Supply Agreement of its intent to exercise this option.
- CBOCS and Supplier shall mutually agree upon a raw material price, i.e., a commodity price, for the raw material known and referred to as "USDA Choice Beef Sirloin, Tri-Tips, Peeled (NAMP#185D)" (the "Raw Material") and the duration of such Raw Material pricing throughout the Term of the Extension Option Period(s), i.e., February 1, 2013 through January 31, 2015. There may be several adjustments made to the Raw Material pricing during the Term, that is, the parties will use their best efforts and work diligently to agree upon a Raw Material price and the period during which the agreed upon Raw Material price shall remain in effect, i.e., a "pricing period". If the parties are unable to agree then either (i) the previously agreed upon price shall remain in effect until the parties agree upon a new Raw Material price for a pricing period or (ii) if CBOCS determines in its sole and reasonable judgment that the parties are deadlocked, then CBOCS shall have the right to terminate the Supply Agreement upon thirty (30) days notice to Supplier. Once the parties have mutually agreed upon a Raw Material price for a pricing period the same shall be included in the Formula (see Appendix I) for the purpose of computing the Contract F.O.B. Price and shall remain in effect for the then agreed upon pricing period, as provided for above.
- Notwithstanding the foregoing, the parties agree that the cost of Freight shall be reviewed during the week of December 1, 2012 and December 1, 2013 with respect to the Extension Option Period(s) of February 1, 2013 through January 31, 2014 and February 1, 2014 through January 31, 2015. If the parties determine using reasonable business judgment that the cost of freight for similar products moving in similar quantities in the industry has either materially increased or

decreased, i.e., a "material change", then the parties shall use their best efforts and work diligently to agree upon a mutually acceptable adjustment to the cost of Freight that will remain in effect for the period February 1, 2013 through January 31, 2014 and February 1, 2014 through January 31, 2015. If the parties are unable to agree upon a Freight cost adjustment following diligent efforts to do so, as determined by CBOCS in its sole and reasonable discretion, then CBOCS shall have the right to terminate the Supply Agreement upon thirty (30) days notice to Supplier. If, however, the parties determine, using reasonable business judgment, that there has not been a "material change" in the cost of Freight, then no adjustment shall be made and the cost of Freight shall remain unchanged for the period of February 1, 2013 through January 31, 2014 and February 1, 2014 through January 31, 2015. Until such time as the parties agree upon an adjustment to the cost of Freight or the Supply Agreement is terminated, as provided for above, the cost of Freight shall remain unchanged.

APPENDIX I**SUPPLIER: Quantum Foods****ITEM: Country Fried Sirloin****CFS Pricing Formula**

<i>CH TRI TIP PEELED</i>	\$	3.59
<i>Credits</i>	\$	0.006
<i>Portioning / Trimming Yield</i>		95.00%
<i>Portioned for CFS</i>	\$	3.77
<i>% commodity to Product</i>		70.00%
<i>Breeder</i>	\$	0.46
<i>% commodity to Product</i>		30.00%
<i>w/Breeder Commodity Cost</i>	\$	2.78
<i>Breeding / Portioning Yield</i>		90.00%
<i>Product Commodity Cost</i>	\$	3.09
<i>Packaging</i>	\$	0.05
<i>OVHD & Profit</i>	\$	0.81
<i>FOB Cost /LB</i>	\$	3.95

AMENDMENT NO. 1 TO SUPPLY AGREEMENT

THIS AMENDMENT TO SUPPLY AGREEMENT (the "Amendment"), dated as of February 11, 2011 (the "Amendment Date"), amends that certain Supply Agreement (the "Supply Agreement") by and between **CBOCS DISTRIBUTION, INC.** ("CBOCS"), and Quantum Foods LLC ("Supplier") with a Commencement Date of February 1, 2011 and Reference No. 875, as the same may have been amended from time to time. All capitalized terms that are not otherwise defined herein shall have the same meanings ascribed to them in the Supply Agreement.

RECITALS

WHEREAS, CBOCS and Supplier have entered into the Supply Agreement; and

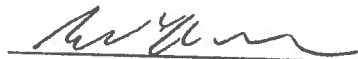
WHEREAS, CBOCS and Supplier desire to enter into this Amendment in order to modify certain provisions of the Supply Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Exhibit E to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit E, dated as of the Amendment Date. A copy of such amended Exhibit E is attached hereto and incorporated by reference herein.
2. Except as set forth herein, all other terms and conditions of the Supply Agreement, including any and all Amendments, Appendices, Exhibits and Schedules thereto shall remain in full force and effect, and are hereby ratified and confirmed.
3. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one (1) and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment as of the Amendment Date.

CBOCS DISTRIBUTION, INC.



Edward A. Greene
President



Michele Varian
Vice President, Strategic Sourcing

QUANTUM FOODS LLC

By: 

Print Name: EDWARD B. ALEKA

Title: President and CEO

EXHIBIT E**ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT**

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of purchase order date.
- During the term of this agreement, CBOCS may choose to test automating the batter/breading process. Should CBOCS test and/or approve this process, the associated FOB cost decrease will be at least \$0.15/lb for automated process.
- Any test or change to the current product specification for automated batter/breading process will be at the sole discretion and direction of CBOCS. CBOCS may transition product upon thirty (30) days notice to Supplier.

2. Freight:

- The Cost of Freight is fixed for the Term of the Supply Agreement, i.e., February 1, 2011 through January 31, 2013 as shown on Exhibit B.

3. Extension Period Option(s):

- CBOCS has the option to extend the Supply Agreement for two (2) additional periods of twelve (12) months each (the "Extension Period") immediately following the expiration of the term, i.e. January 31, 2013, of this Supply Agreement. CBOCS will provide notice to Supplier at least 30 days notice prior to end of the Supply Agreement of its intent to exercise this option.
- CBOCS and Supplier shall mutually agree upon a raw material price, i.e., a commodity price, for the raw material known and referred to as "USDA Choice Beef Sirloin, Tri-Tips, Peeled (NAMP#185D)" (the "Raw Material") for each Extension Option Period at least 45 days prior to the end of the current term, i.e., prior to December 18, 2012 for the option period of February 1, 2013 through January 31, 2014 and prior to December 18, 2013 for the option period of February 1, 2014 through January 31, 2015. Once the parties have mutually agreed upon a Raw Material price for an Extension Option Period the same shall be included in the Formula (see Appendix I) for the purpose of computing the Contract F.O.B. Price and shall remain in effect for the then executed Extension Option Period.
- Notwithstanding the foregoing, the parties agree that the cost of Freight shall be reviewed during the week of December 1, 2012 and December 1, 2013 with respect to the Extension Option Period(s) of February 1, 2013 through January 31, 2014 and February 1, 2014 through January 31, 2015. If the parties determine using reasonable business judgment that the cost of freight for similar products moving in similar quantities in the industry has either materially increased or decreased, i.e., a "material change", then the parties shall use their best efforts and work diligently to agree upon a mutually acceptable adjustment to the cost of Freight that will remain in effect for the period February 1, 2013 through January 31, 2014 and February 1, 2014 through January 31, 2015. If the parties are unable to agree upon a Freight cost adjustment following diligent efforts to do so, as determined by CBOCS in its sole and reasonable discretion, then CBOCS shall have the

right to terminate the Supply Agreement upon thirty (30) days notice to Supplier. If, however, the parties determine, using reasonable business judgment, that there has not been a "material change" in the cost of Freight, then no adjustment shall be made and the cost of Freight shall remain unchanged for the period of February 1, 2013 through January 31, 2014 and February 1, 2014 through January 31, 2015. Until such time as the parties agree upon an adjustment to the cost of Freight or the Supply Agreement is terminated, as provided for above, the cost of Freight shall remain unchanged.

APPENDIX I**SUPPLIER: Quantum Foods****ITEM: Country Fried Sirloin****CFS Pricing Formula**

<i>CH TRI TIP PEELED</i>	\$	3.59
<i>Credits</i>	\$	0.006
<i>Portioning / Trimming Yield</i>		95.00%
<i>Portioned for CFS</i>	\$	3.77
<i>% commodity to Product</i>		70.00%
<i>Breeder</i>	\$	0.46
<i>% commodity to Product</i>		30.00%
<i>w/Breeder Commodity Cost</i>	\$	2.78
<i>Breading / Portioning Yield</i>		90.00%
<i>Product Commodity Cost</i>	\$	3.09
<i>Packaging</i>	\$	0.05
<i>OVHD & Profit</i>	\$	0.81
<i>FOB Cost /LB</i>	\$	3.95

AMENDMENT NO. II TO SUPPLY AGREEMENT

THIS AMENDMENT TO SUPPLY AGREEMENT (the "Amendment"), dated as of March 13, 2012 (the "Amendment Date"), amends that certain Supply Agreement (the "Supply Agreement") by and between **CBOCS DISTRIBUTION, INC.** ("CBOCS"), and Quantum Foods, LLC ("Supplier") with a Commencement Date of February 1, 2011 and Reference No. 957, as the same may have been amended from time to time. All capitalized terms that are not otherwise defined herein shall have the same meanings ascribed to them in the Supply Agreement.

RECITALS

WHEREAS, CBOCS and Supplier have entered into the Supply Agreement; and

WHEREAS, CBOCS and Supplier desire to enter into this Amendment in order to modify certain provisions of the Supply Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Exhibit A to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit A, dated as of the Amendment Date. A copy of such amended Exhibit A is attached hereto and incorporated by reference herein.
2. Exhibit B to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit B, dated as of the Amendment Date. A copy of such amended Exhibit B is attached hereto and incorporated by reference herein.
3. Exhibit D to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit D, dated as of the Amendment Date. A copy of such amended Exhibit D is attached hereto and incorporated by reference herein.
4. Except as set forth herein, all other terms and conditions of the Supply Agreement, including any and all Amendments, Appendices, Exhibits and Schedules thereto shall remain in full force and effect, and are hereby ratified and confirmed.
5. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one (1) and the same agreement.

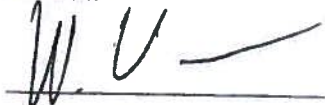
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment as of the Amendment Date.

CBOCS DISTRIBUTION, INC.



Edward A. Greene

President



W. Vance Fouraker

Vice President

QUANTUM FOODS, LLC

By: 

Print Name: Edward B. Blcka

Title: President + CEO

EXHIBIT A

LIST OF APPROVED PRODUCTS

Country Fried Sirloin – Mfg. 5350 – 35 / 7.2oz.

Machine Breaded Country Fried Sirloin – Mfg. 5336 – 35 / 7.2oz.

Machine Breaded Country Fried Sirloin* – Mfg. 5311 – 36 / 7.0oz.

*Pending CBOCS Quality Assurance Department's Approval

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Agreement: February 1, 2011 – March 11, 2012**

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5350	Country Fried Sirloin	35 / 7.2oz.	244,000	\$62.21/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$62.84/cs IN \$62.84/cs TN \$63.95/cs FL \$63.47/cs TX \$63.47/cs MD \$63.47/cs SC

Term of Agreement: March 12, 2012 – January 31, 2013

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5336	Machine Breaded Country Fried Sirloin	35 / 7.2oz.	182,000	\$59.85/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$60.48/cs IN \$60.48/cs TN \$61.59/cs FL \$61.11/cs TX \$61.11/cs MD \$61.11/cs SC
5350	Country Fried Sirloin	35 / 7.2oz.	TBD*	\$62.21/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$62.84/cs IN \$62.84/cs TN \$63.95/cs FL \$63.47/cs TX \$63.47/cs MD \$63.47/cs SC
5311	Machine Breaded Country Fried Sirloin**	36 / 7.0oz.	TBD**	\$59.85/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$60.48/cs IN \$60.48/cs TN \$61.59/cs FL \$61.11/cs TX \$61.11/cs MD \$61.11/cs SC

*Additional volume will be communicated by CBOCS as needed

**Pending CBOCS Quality Assurance Department's Approval

EXHIBIT D

SHIPPING – DESCRIPTION

All shipping shall be in full truckloads (“TL”) unless less than truck loads (“LTL”) for certain Approved Products are listed below:

LTL Approved Products:

Country Fried Sirloin – Mfg. 5350 – 35 / 7.2oz.

Machine Breaded Country Fried Sirloin – Mfg. 5336 – 35 / 7.2oz.

Machine Breaded Country Fried Sirloin* – Mfg. 5311 – 36 / 7.0oz.

*Pending CBOCS Quality Assurance Department’s Approval

AMENDMENT NO. III TO SUPPLY AGREEMENT

THIS AMENDMENT TO SUPPLY AGREEMENT (the "Amendment"), dated as of November 21, 2012 (the "Amendment Date"), amends that certain Supply Agreement (the "Supply Agreement") by and between **CBOCS DISTRIBUTION, INC.** ("CBOCS"), and Quantum Foods, LLC ("Supplier") with a Commencement Date of February 1, 2011 and Reference No. 957, as the same may have been amended from time to time. All capitalized terms that are not otherwise defined herein shall have the same meanings ascribed to them in the Supply Agreement.

RECITALS

WHEREAS, CBOCS and Supplier have entered into the Supply Agreement; and

WHEREAS, CBOCS and Supplier desire to enter into this Amendment in order to modify certain provisions of the Supply Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Termination Date "January 31, 2013" is hereby deleted from Section 4 of the Supply Agreement and replaced with the Termination Date "January 31, 2014."
2. Exhibit A to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit A, dated as of the Amendment Date. A copy of such amended Exhibit A is attached hereto and incorporated by reference herein.
3. Exhibit B to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit B, dated as of the Amendment Date. A copy of such amended Exhibit B is attached hereto and incorporated by reference herein.
4. Exhibit D to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit D, dated as of the Amendment Date. A copy of such amended Exhibit D is attached hereto and incorporated by reference herein.
5. Exhibit E to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit E, dated as of the Amendment Date. A copy of such amended Exhibit E is attached hereto and incorporated by reference herein.
6. Except as set forth herein, all other terms and conditions of the Supply Agreement, including any and all Amendments, Appendices, Exhibits and Schedules thereto shall remain in full force and effect, and are hereby ratified and confirmed.
7. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one (1) and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment as of the Amendment Date.

CBOCS DISTRIBUTION, INC.

By: [Signature]

Edward A. Greene

President

By: [Signature]

W. Vance Fouraker

Vice President

QUANTUM FOODS, LLC

By: [Signature]

Print Name: EDWARD A. BLEKA

Title: PRESIDENT & CEO

EXHIBIT A

LIST OF APPROVED PRODUCTS

Machine Breaded Country Fried Sirloin – Mfg. 5311 – 36 / 7.0oz.

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Pricing:** March 12, 2012 – January 31, 2013

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5311	Machine Breaded Country Fried Sirloin	36 / 7.0oz.	182,000 cases	\$59.85/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$60.48/cs IN \$60.48/cs TN \$61.59/cs FL \$61.11/cs TX \$61.11/cs MD \$61.11/cs SC

Term of Pricing: February 1, 2013 – January 31, 2014

Mfg. #	Description	Pack Size	Estimated Annual Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5311	Machine Breaded Country Fried Sirloin	36 / 7.0oz.	193,000 cases	\$67.57/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$68.20/cs IN \$68.20/cs TN \$69.31/cs FL \$68.83/cs TX \$68.83/cs MD \$68.83/cs SC

EXHIBIT D

SHIPPING - DESCRIPTION

All shipping shall be in full truckloads ("TL") unless less than truck loads ("LTL") for certain Approved Products are listed below:

LTL Approved Products:

Machine Breaded Country Fried Sirloin - Mfg. 5311 - 36 / 7.0oz.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of purchase order date.

3. Extension Period Option(s):

- CBOCS has the option to extend the Supply Agreement for two (2) additional periods of twelve (12) months each (the "Extension Period") immediately following the expiration of the term, i.e. January 31, 2014, of this Supply Agreement. CBOCS will provide notice to Supplier at least 30 days notice prior to end of the Supply Agreement of its intent to exercise this option.
- CBOCS and Supplier shall mutually agree upon a raw material price, i.e., a commodity price, for the raw material known and referred to as "USDA Choice Beef Sirloin, Tri-Tips, Peeled (NAMP#185D)" (the "Raw Material") for each Extension Option Period at least 45 days prior to the end of the current term, i.e., prior to December 18, 2013 for the option period of February 1, 2014 through January 31, 2015 and prior to December 18, 2014 for the option period of February 1, 2015 through January 31, 2016. Once the parties have mutually agreed upon a Raw Material price for an Extension Option Period the same shall be included in the Formula (see Schedule 1) for the purpose of computing the Contract F.O.B. Price and shall remain in effect for the then executed Extension Option Period.
- Notwithstanding the foregoing, the parties agree that the cost of Freight shall be reviewed during the week of December 1, 2013 and December 1, 2014 with respect to the Extension Option Period(s) of February 1, 2014 through January 31, 2015 and February 1, 2015 through January 31, 2016. If the parties determine using reasonable business judgment that the cost of freight for similar products moving in similar quantities in the industry has either materially increased or decreased, i.e., a "material change", then the parties shall use their best efforts and work diligently to agree upon a mutually acceptable adjustment to the cost of Freight that will remain in effect for the period February 1, 2014 through January 31, 2015 and February 1, 2015 through January 31, 2016. If the parties are unable to agree upon a Freight cost adjustment following diligent efforts to do so, as determined by CBOCS in its sole and reasonable discretion, then CBOCS shall have the right to terminate the Supply Agreement upon thirty (30) days notice to Supplier. If, however, the parties determine, using reasonable business judgment, that there has not been a "material change" in the cost of Freight, then no adjustment shall be made and the cost of Freight shall remain unchanged for the period of February 1, 2014 through January 31, 2015 and February 1, 2015 through January 31, 2016. Until such time as the parties agree upon an adjustment to the cost of Freight or the Supply Agreement is terminated, as provided for above, the cost of Freight shall remain unchanged.

Schedule 1

Supplier: Quantum Foods

Item: Country Fried Sirloin (CFS)

CFS Pricing Formula

CH TRI TIP PEELED	\$	4.200	A
Credits	\$	0.006	B
Portioning / Trimming Yield		95.00%	C
Portioned for CFS*	\$	4.410	D = (A-B)/C
% commodity to Product		70.00%	E
Breeder	\$	0.460	F
% commodity to Product		30.00%	G
w/Breeder Commodity Cost	\$	3.225	H = (D*E)+(F*G)
Breeding / Portioning Yield		90.00%	I
Product Commodity Cost	\$	3.583	J = H/I
Packaging	\$	0.051	K
OVHD & Profit	\$	0.660	L
FOB Cost /LB*	\$	4.290	M = J+K+L
Current FOB Cost / cs	\$	67.57	N = M*15.75

* Rounded to nearest penny using conventional rounding methodology

AMENDMENT NO. IV TO SUPPLY AGREEMENT

THIS AMENDMENT TO SUPPLY AGREEMENT (the "Amendment"), dated as of July 22, 2013 (the "Amendment Date"), amends that certain Supply Agreement (the "Supply Agreement") by and between **CBOCS DISTRIBUTION, INC.** ("CBOCS"), and Quantum Foods, LLC ("Supplier") with a Commencement Date of February 1, 2011 and Reference No. 957, as the same may have been amended from time to time. All capitalized terms that are not otherwise defined herein shall have the same meanings ascribed to them in the Supply Agreement.

RECITALS

WHEREAS, CBOCS and Supplier have entered into the Supply Agreement; and


WHEREAS, CBOCS and Supplier desire to enter into this Amendment in order to modify certain provisions of the Supply Agreement.

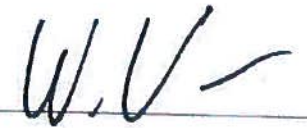
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Termination Date "January 31, 2014," is hereby deleted from Section 4 of the Supply Agreement and replaced with the Termination Date "January 31, 2015."
2. Exhibit B to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit B, dated as of the Amendment Date. A copy of such amended Exhibit B is attached hereto and incorporated by reference herein.
3. Exhibit E to the Supply Agreement shall be deleted in its entirety and replaced with replacement Exhibit E, dated as of the Amendment Date. A copy of such amended Exhibit E is attached hereto and incorporated by reference herein.
4. Except as set forth herein, all other terms and conditions of the Supply Agreement, including any and all Amendments, Appendices, Exhibits and Schedules thereto shall remain in full force and effect, and are hereby ratified and confirmed.
5. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one (1) and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment as of the Amendment Date.

CBOCS DISTRIBUTION, INC.

By: 
Edward A. Greene
President

By: 
W. Vance Fouraker
Vice President

QUANTUM FOODS, LLC


By: 
Print Name: EDWARD B. BLEKA
Title: CHIEF EXECUTIVE OFFICER

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Pricing:** March 12, 2012 – January 31, 2013

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5311	Machine Breaded Country Fried Sirloin	36 / 7.0oz.	182,000 cases	\$59.85/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$60.48/cs IN \$60.48/cs TN \$61.59/cs FL \$61.11/cs TX \$61.11/cs MD \$61.11/cs SC

Term of Pricing: February 1, 2013 – January 31, 2015

Mfg. #	Description	Pack Size	Estimated Annual Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
5311	Machine Breaded Country Fried Sirloin	36 / 7.0oz.	193,000 cases	\$67.57/cs	Chicago, IL	\$0.63/cs IN \$0.63/cs TN \$1.74/cs FL \$1.26/cs TX \$1.26/cs MD \$1.26/cs SC	\$68.20/cs IN \$68.20/cs TN \$69.31/cs FL \$68.83/cs TX \$68.83/cs MD \$68.83/cs SC

EXHIBIT E**ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT**

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of purchase order date.

3. Extension Period Option(s):

- CBOCS has the option to extend the Supply Agreement for two (2) additional periods of twelve (12) months each (the "Extension Period") immediately following the expiration of the term, i.e. January 31, 2015, of this Supply Agreement. CBOCS will provide notice to Supplier at least 30 days notice prior to end of the Supply Agreement of its intent to exercise this option.
- CBOCS and Supplier shall mutually agree upon a raw material price, i.e., a commodity price, for the raw material known and referred to as "USDA Choice Beef Sirloin, Tri-Tips, Peeled (NAMP#185D)" (the "Raw Material") for each Extension Option Period at least 45 days prior to the end of the current term, i.e., prior to December 18, 2014 for the option period of February 1, 2015 through January 31, 2016 and prior to December 18, 2015 for the option period of February 1, 2016 through January 31, 2017. Once the parties have mutually agreed upon a Raw Material price for an Extension Option Period the same shall be included in the Formula (see Schedule 1) for the purpose of computing the Contract F.O.B. Price and shall remain in effect for the then executed Extension Option Period.
- Notwithstanding the foregoing, the parties agree that the cost of Freight shall be reviewed during the week of December 1, 2014 and December 1, 2015 with respect to the Extension Option Period(s) of February 1, 2015 through January 31, 2016 and February 1, 2016 through January 31, 2017. If the parties determine using reasonable business judgment that the cost of freight for similar products moving in similar quantities in the industry has either materially increased or decreased, i.e., a "material change", then the parties shall use their best efforts and work diligently to agree upon a mutually acceptable adjustment to the cost of Freight that will remain in effect for the period February 1, 2015 through January 31, 2016 and February 1, 2016 through January 31, 2017. If the parties are unable to agree upon a Freight cost adjustment following diligent efforts to do so, as determined by CBOCS in its sole and reasonable discretion, then CBOCS shall have the right to terminate the Supply Agreement upon thirty (30) days notice to Supplier. If, however, the parties determine, using reasonable business judgment, that there has not been a "material change" in the cost of Freight, then no adjustment shall be made and the cost of Freight shall remain unchanged for the period of February 1, 2015 through January 31, 2016 and February 1, 2016 through January 31, 2017. Until such time as the parties agree upon an adjustment to the cost of Freight or the Supply Agreement is terminated, as provided for above, the cost of Freight shall remain unchanged.

Schedule 1

Supplier: Quantum Foods

Item: Country Fried Sirloin (CFS)

CFS Pricing Formula

CH TRI TIP PEELED	\$	4.200	A
Credits	\$	0.006	B
Portioning / Trimming Yield		95.00%	C
Portioned for CFS*	\$	4.410	D = (A-B)/C
% commodity to Product		70.00%	E
Breeder	\$	0.460	F
% commodity to Product		30.00%	G
w/Breeder Commodity Cost	\$	3.225	H = (D*E)+(F*G)
Breeding / Portioning Yield		90.00%	I
Product Commodity Cost	\$	3.583	J = H/I
Packaging	\$	0.051	K
OVHD & Profit	\$	0.660	L
FOB Cost /LB*	\$	4.290	M = J+K+L
Current FOB Cost / cs	\$	67.57	N = M*15.75

* Rounded to nearest penny using conventional rounding methodology

SUPPLY AGREEMENT

(Food, Packaging, Other Supplies)

1. GENERAL STATEMENT OF THE AGREEMENT:

Supplier, as defined below, agrees to sell to CBOCS Distribution, Inc. or its designee(s) all of the Approved Products, as defined below, required by the Distribution Centers, as defined below, for resale to Cracker Barrel Old Country Store® restaurants (collectively, the "Restaurants") upon the terms set forth below and in the General Terms and Conditions of Supply (the "General Terms") attached hereto as Appendix I. If the requirements of the Distribution Centers listed on Exhibit B for the Approved Products exceed the estimated stated volume(s) set forth on Exhibit B, such excess may be provided by the Supplier or others, at the election and within the reasonable discretion of CBOCS. In addition, CBOCS may upon reasonable notice to Supplier, in light of the circumstances, require Supplier to supply different Distribution Centers than those identified in Exhibit B, provided that, as a result of such requirement, the new estimated stated volume of Approved Products to be provided by Supplier to the Restaurants by virtue of the new assignment of distribution centers does not materially reduce the original estimated stated volume(s) set forth in Exhibit B.

Approved Products shall be sold directly to distributors approved by CBOCS ("Approved Distributors"), who in turn shall be responsible for selling and distributing such Approved Products to the Restaurants. Supplier acknowledges and agrees that this Supply Agreement is a requirements contract within the meaning of the Uniform Commercial Code unless a specific volume guaranty or commitment is included in Exhibit E to this Supply Agreement.

2. PARTIES:

The parties to this Supply Agreement are:

- (a) Quantum Foods, LLC, ("Supplier") and
- (b) CBOCS Distribution, Inc. ("CBOCS"), a Tennessee corporation, with its principal office located at 305 Hartmann Drive, Lebanon, TN 37087.

3. APPROVED PRODUCTS:

The items listed on Exhibit A attached hereto are the "Approved Products." Inventory levels (if any) for each Approved Product are also set forth on Exhibit E.

4. TERM: The term (the "Term") of this Supply Agreement shall be:

- (a) Commencement Date: January 1, 2014
- (b) Termination Date: December 31, 2014

5. DISTRIBUTION CENTERS:

(a) A list of distribution centers to which Approved Products will be shipped, and the names of the Approved Distributors who operate such distribution centers, are set forth on Exhibit B (the "Distribution Centers"). CBOCS may, in its reasonable discretion, require Supplier to supply different Distribution Centers than those identified in Exhibit B, as provided in Section 1 General Statement of the Agreement above and subject to subparagraph (b) below.

(b) The Distribution Center assignments are also subject to change based upon changes necessitated by changes within the distribution system, e.g., closing of certain Distribution Center locations and/or relocation of certain Distribution Center locations, or other matters that are beyond the control of CBOCS. If any such reassignments are made, CBOCS will have no obligation to make up any volume to Supplier, however, CBOCS will use its best efforts to prevent a material reduction in the estimated volumes, it being understood that no volume guaranty or commitment has been made (unless otherwise expressly provided for on Exhibit E).

(c) Supplier acknowledges that the estimated stated volume amounts set forth on Exhibit B are based on actual historical sales and that said estimated stated volume amounts have been provided by CBOCS in good faith as estimates only and are not a volume commitment or guaranty and are in all respects subject to Section 3(b) of the General Terms. Supplier also acknowledges and understands that future volume can vary substantially depending on market conditions, promotional activities, new product introductions and other factors that cannot be foreseen.

(d) Supplier shall not sell Approved Products to any Distribution Centers except those Distribution Centers listed on Exhibit B, unless previously approved in writing by CBOCS.

6. PRICING:

(a) The delivered price (the "Delivered Price") to the Distribution Centers for the Approved Products is set forth on Exhibit B and is the total of the Contract F.O.B. Price, as shown on Exhibit B, and the Freight Rate (as defined below) or other freight rate of a shipper designated by CBOCS in accordance with section 7(b) hereof. The Contract F.O.B. Price is as set forth on Exhibit B, and is F.O.B. Supplier's plant(s). For purposes of this Supply Agreement, "F.O.B." shall mean "free on board" as defined in Article 2 of the Uniform Commercial Code in effect in the State of Tennessee.

(b) Supplier's standard payment terms shall be 10 days.

7. SHIPPING:

(a) Supplier's freight rates are set forth on Exhibit B (the "Freight Rates"). All Contract F.O.B. Prices and Freight Rates are per case unless otherwise noted. Supplier must invoice the "Delivered Price" unless the shipment is a customer pickup ("CPU"), in which case, the Supplier must invoice the Contract F.O.B. Price. The Freight Rates shall include charges for sorting, segregating, hand unloading, or driver unloading as specified in Exhibit C to this Agreement. All deliveries made by Supplier to the Distribution Centers are F.O.B. Distribution Center, meaning that Supplier shall, at its expense and risk, transport the Approved Products to the Distribution Centers.

(b) All Freight Rates are applicable for the Term of this Supply Agreement; however, if opportunities are identified to lower the Freight Rates during the course of Term, such lower Freight Rates will take effect upon delivery to Supplier of a new Exhibit B setting forth the lower Freight Rates.

(c) CBOCS may withhold or withdraw consent, in its reasonable discretion, for Approved Distributors to exercise the option of CPU.

(d) Supplier will ship Approved Products on the ship date requested by the Distribution Center, if the order is placed with at least 10 business days lead-time. If the order is placed with less than 10 business days lead-time, Supplier will use its best efforts to ship Approved Products on the requested ship date, or as close to such date as possible. Orders may be canceled at any time prior to the end of business 5 days preceding the requested shipping date.

(e) All shipping is to be done according to Exhibit D. The Freight Rates set forth on Exhibit B shall apply regardless of quantity ordered or amount shipped.

8. MISCELLANEOUS:

(a) Set forth on Exhibit E (if any) are certain additional terms and conditions to this Supply Agreement.

(b) Supplier acknowledges that (i) it has read this Supply Agreement and the General Terms prior to executing and delivering this Supply Agreement, and that (ii) this Supply Agreement and the General Terms are reasonable and acceptable to Supplier.

(c) Any and all Appendices and Exhibits to this Supply Agreement are hereby incorporated by reference herein.

IN WITNESS WHEREOF, the parties have caused this Supply Agreement to be duly executed by their respective duly authorized officers as of the Commencement Date.

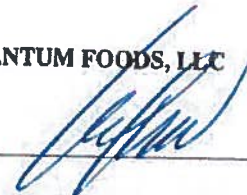
CBOCS DISTRIBUTION, INC.

By: 

Edward A. Greene

President

QUANTUM FOODS, LLC

By: 

Name: Edward B. Bleka

Title: Chief Executive Officer

Exhibits Attached

EXHIBIT A

LIST OF APPROVED PRODUCT

RTC Breaded Chicken Breast – Mfg. #8418 – 20 lbs.

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Agreement: January 1, 2014 – December 31, 2014**

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
8418	RTC Breaded Chicken Breast	20 lbs.	61,000 cases	\$54.40/cs	Chicago, IL	\$0.80/cs IN \$0.80/cs TN \$1.60/cs MD	\$55.20/cs IN \$55.20/cs TN \$56.00/cs MD

EXHIBIT C**CUSTOMIZED DISTRIBUTION RECEIVING PROCEDURES AND UNLOADING RATES**

The procedures outlined below are to be followed by all outside/common carriers that deliver to Approved Distributor.

1. All product that is delivered to Distributor must be delivered on 40 x 48 pallets with the proper tie and high, and segregated by item for the receiving clerk to check the product by manifest and/or purchase order.
2. Any product that does not meet Distributor's quality standards or is damaged will be refused and noted on the manifest with the driver initialing the change on the invoice.
3. **ALL DELIVERIES WILL BE ACCEPTED ON AN APPOINTMENT BASIS.** Distributor reserves the right to accept a delivery without an appointment.
4. If the driver(s) would like assistance in unloading their truck the service will be provided by Distributor at an approved lumping service or a reasonable rate.
5. If the driver(s) decline assistance in unloading their truck, they will be given a reasonable amount of time to complete unloading (to be determined by Distributor before unloading begins). If the allotted time is exceeded, a \$20.00 per hour fee will be charged for the use of the docks.
6. All payments for assistance in unloading will be made by CASH or COMCHECK. A receipt will be given for cash payment.
7. All rates to be charged for unloading will be agreed upon before the unloading begins.
8. Rates for unloading trucks are as follows:

Slip Sheet Loads	\$70.00 – Straight Loads
	\$90.00 – Double Stack Loads
Straight Pallet Loads	\$25.00
	\$30.00 if pallets are loaded sideways on truck
	\$45.00 for bag potatoes
	(Additional charge per case for breakdown to TI & HI)
	\$0.02 per case – 15 lbs. & under
	\$0.06 per case – 16-35 lbs.
	\$0.10 per case – 36 lbs. & above
Floor Load (Paper Products)	\$0.10 per case – cases 10 lbs. & under
	\$0.12 per case – cases 11 – 25 lbs.
	\$0.15 per case – cases 26 lbs. & over
Floor Load (All Other)	\$0.05 per case – cases 15 lbs. & under
	\$0.10 per case – cases 16 – 35 lbs.
	\$0.15 per case – cases 36 lbs. & over
Boxed Beef (60-80# cs Floor Load)	\$0.20 per case

EXHIBIT D

SHIPPING – DESCRIPTION

All shipping shall be in full truckloads (“TL”) unless less than truck loads (“LTL”) for certain Approved Products are listed below:

LTL Approved Products: N/A

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of the purchase order date.

SUPPLY AGREEMENT

(Food, Packaging, Other Supplies)

1. GENERAL STATEMENT OF THE AGREEMENT:

Supplier, as defined below, agrees to sell to CBOCS Distribution, Inc. or its designee(s) all of the Approved Products, as defined below, required by the Distribution Centers, as defined below, for resale to Cracker Barrel Old Country Store® restaurants (collectively, the "Restaurants") upon the terms set forth below and in the General Terms and Conditions of Supply (the "General Terms") attached hereto as Appendix I. If the requirements of the Distribution Centers listed on Exhibit B for the Approved Products exceed the estimated stated volume(s) set forth on Exhibit B, such excess may be provided by the Supplier or others, at the election and within the reasonable discretion of CBOCS. In addition, CBOCS may upon reasonable notice to Supplier, in light of the circumstances, require Supplier to supply different Distribution Centers than those identified in Exhibit B, provided that, as a result of such requirement, the new estimated stated volume of Approved Products to be provided by Supplier to the Restaurants by virtue of the new assignment of distribution centers does not materially reduce the original estimated stated volume(s) set forth in Exhibit B.

Approved Products shall be sold directly to distributors approved by CBOCS ("Approved Distributors"), who in turn shall be responsible for selling and distributing such Approved Products to the Restaurants. Supplier acknowledges and agrees that this Supply Agreement is a requirements contract within the meaning of the Uniform Commercial Code unless a specific volume guaranty or commitment is included in Exhibit E to this Supply Agreement.

2. PARTIES:

The parties to this Supply Agreement are:

- (a) Quantum Foods, LLC, ("Supplier") and
- (b) CBOCS Distribution, Inc. ("CBOCS"), a Tennessee corporation, with its principal office located at 305 Hartmann Drive, Lebanon, TN 37087.

3. APPROVED PRODUCTS:

The items listed on Exhibit A attached hereto are the "Approved Products." Inventory levels (if any) for each Approved Product are also set forth on Exhibit E.

4. TERM: The term (the "Term") of this Supply Agreement shall be:

- (a) Commencement Date: February 1, 2014
- (b) Termination Date: January 31, 2015

5. DISTRIBUTION CENTERS:

(a) A list of distribution centers to which Approved Products will be shipped, and the names of the Approved Distributors who operate such distribution centers, are set forth on Exhibit B (the "Distribution Centers"). CBOCS may, in its reasonable discretion, require Supplier to supply different Distribution Centers than those identified in Exhibit B, as provided in Section 1 General Statement of the Agreement above and subject to subparagraph (b) below.

(b) The Distribution Center assignments are also subject to change based upon changes necessitated by changes within the distribution system, e.g., closing of certain Distribution Center locations and/or relocation of certain Distribution Center locations, or other matters that are beyond the control of CBOCS. If any such reassignments are made, CBOCS will have no obligation to make up any volume to Supplier, however, CBOCS will use its best efforts to prevent a material reduction in the estimated volumes, it being understood that no volume guaranty or commitment has been made (unless otherwise expressly provided for on Exhibit E).

(c) Supplier acknowledges that the estimated stated volume amounts set forth on Exhibit B are based on actual historical sales and that said estimated stated volume amounts have been provided by CBOCS in good faith as estimates only and are not a volume commitment or guaranty and are in all respects subject to Section 3(b) of the General Terms. Supplier also acknowledges and understands that future volume can vary substantially depending on market conditions, promotional activities, new product introductions and other factors that cannot be foreseen.

(d) Supplier shall not sell Approved Products to any Distribution Centers except those Distribution Centers listed on Exhibit B, unless previously approved in writing by CBOCS.

6. PRICING:

(a) The delivered price (the "Delivered Price") to the Distribution Centers for the Approved Products is set forth on Exhibit B and is the total of the Contract F.O.B. Price, as shown on Exhibit B, and the Freight Rate (as defined below) or other freight rate of a shipper designated by CBOCS in accordance with section 7(b) hereof. The Contract F.O.B. Price is as set forth on Exhibit B, and is F.O.B. Supplier's plant(s). For purposes of this Supply Agreement, "F.O.B." shall mean "free on board" as defined in Article 2 of the Uniform Commercial Code in effect in the State of Tennessee.

(b) Supplier's standard payment terms shall be 10 days.

7. SHIPPING:

(a) Supplier's freight rates are set forth on Exhibit B (the "Freight Rates"). All Contract F.O.B. Prices and Freight Rates are per case unless otherwise noted. Supplier must invoice the "Delivered Price" unless the shipment is a customer pickup ("CPU"), in which case, the Supplier must invoice the Contract F.O.B. Price. The Freight Rates shall include charges for sorting, segregating, hand unloading, or driver unloading as specified in Exhibit C to this Agreement. All deliveries made by Supplier to the Distribution Centers are F.O.B. Distribution Center, meaning that Supplier shall, at its expense and risk, transport the Approved Products to the Distribution Centers.

(b) All Freight Rates are applicable for the Term of this Supply Agreement; however, if opportunities are identified to lower the Freight Rates during the course of Term, such lower Freight Rates will take effect upon delivery to Supplier of a new Exhibit B setting forth the lower Freight Rates.

(c) CBOCS may withhold or withdraw consent, in its reasonable discretion, for Approved Distributors to exercise the option of CPU.

(d) Supplier will ship Approved Products on the ship date requested by the Distribution Center, if the order is placed with at least 10 business days lead-time. If the order is placed with less than 10 business days lead-time, Supplier will use its best efforts to ship Approved Products on the requested ship date, or as close to such date as possible. Orders may be canceled at any time prior to the end of business 5 days preceding the requested shipping date.

(e) All shipping is to be done according to Exhibit D. The Freight Rates set forth on Exhibit B shall apply regardless of quantity ordered or amount shipped.

8. MISCELLANEOUS:

(a) Set forth on Exhibit E (if any) are certain additional terms and conditions to this Supply Agreement.

(b) Supplier acknowledges that (i) it has read this Supply Agreement and the General Terms prior to executing and delivering this Supply Agreement, and that (ii) this Supply Agreement and the General Terms are reasonable and acceptable to Supplier.

(c) Any and all Appendices and Exhibits to this Supply Agreement are hereby incorporated by reference herein.

~~IN-WITNESS WHEREOF~~, the parties have caused this Supply Agreement to be duly executed
by their respective duly authorized officers as of the Commencement Date.

Reference No. 1490

CBOCS DISTRIBUTION, INC.

By: 

Edward A. Greene

President

QUANTUM FOODS, LLC

By: 

Name: Edmund D. Bliska

Title: CEO

Exhibits Attached

EXHIBIT A

LIST OF APPROVED PRODUCT

Fully Cooked Bone-In Pork Chop, Center Cut – Mfg. #TBD – 10 lb.

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Pricing:** February 1, 2014 – January 31, 2015

Mfg. #	Description	Pack Size	Estimated Annual Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
2848	Fully Cooked Bone-In Pork Chop, Center Cut	10 lb.	44,000 cases	\$39.90/cs	Chicago, IL	\$0.40/cs IN \$0.40/cs TN	\$40.30/cs IN \$40.30/cs TN

EXHIBIT C**CUSTOMIZED DISTRIBUTION RECEIVING PROCEDURES AND UNLOADING RATES**

The procedures outlined below are to be followed by all outside/common carriers that deliver to Approved Distributor.

1. All product that is delivered to Distributor must be delivered on 40 x 48 pallets with the proper tie and high, and segregated by item for the receiving clerk to check the product by manifest and/or purchase order.
2. Any product that does not meet Distributor's quality standards or is damaged will be refused and noted on the manifest with the driver initialing the change on the invoice.
3. **ALL DELIVERIES WILL BE ACCEPTED ON AN APPOINTMENT BASIS.** Distributor reserves the right to accept a delivery without an appointment.
4. If the driver(s) would like assistance in unloading their truck the service will be provided by Distributor at an approved lumping service or a reasonable rate.
5. If the driver(s) decline assistance in unloading their truck, they will be given a reasonable amount of time to complete unloading (to be determined by Distributor before unloading begins). If the allotted time is exceeded, a \$20.00 per hour fee will be charged for the use of the docks.
6. All payments for assistance in unloading will be made by CASH or COMCHECK. A receipt will be given for cash payment.
7. All rates to be charged for unloading will be agreed upon before the unloading begins.
8. Rates for unloading trucks are as follows:

Slip Sheet Loads	\$70.00 – Straight Loads
	\$90.00 – Double Stack Loads
Straight Pallet Loads	\$25.00
	\$30.00 if pallets are loaded sideways on truck
	\$45.00 for bag potatoes
	(Additional charge per case for breakdown to TI & HI)
	\$0.02 per case – 15 lbs. & under
	\$0.06 per case – 16-35 lbs.
	\$0.10 per case – 36 lbs. & above
Floor Load (Paper Products)	\$0.10 per case – cases 10 lbs. & under
	\$0.12 per case – cases 11 – 25 lbs.
	\$0.15 per case – cases 26 lbs. & over
Floor Load (All Other)	\$0.05 per case – cases 15 lbs. & under
	\$0.10 per case – cases 16 – 35 lbs.
	\$0.15 per case – cases 36 lbs. & over
Boxed Beef (60-80# cs Floor Load)	\$0.20 per case

EXHIBIT D

SHIPPING - DESCRIPTION

All shipping shall be in full truckloads ("TL") unless less than truck loads ("LTL") for certain Approved Products are listed below:

LTL Approved Products:

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of the purchase order date.

SUPPLY AGREEMENT

(Food, Packaging, Other Supplies)

1. GENERAL STATEMENT OF THE AGREEMENT:

Supplier, as defined below, agrees to sell to CBOCS Distribution, Inc. or its designee(s) all of the Approved Products, as defined below, required by the Distribution Centers, as defined below, for resale to Cracker Barrel Old Country Store® restaurants (collectively, the "Restaurants") upon the terms set forth below and in the General Terms and Conditions of Supply (the "General Terms") attached hereto as Appendix I. If the requirements of the Distribution Centers listed on Exhibit B for the Approved Products exceed the estimated stated volume(s) set forth on Exhibit B, such excess may be provided by the Supplier or others, at the election and within the reasonable discretion of CBOCS. In addition, CBOCS may upon reasonable notice to Supplier, in light of the circumstances, require Supplier to supply different Distribution Centers than those identified in Exhibit B, provided that, as a result of such requirement, the new estimated stated volume of Approved Products to be provided by Supplier to the Restaurants by virtue of the new assignment of distribution centers does not materially reduce the original estimated stated volume(s) set forth in Exhibit B.

Approved Products shall be sold directly to distributors approved by CBOCS ("Approved Distributors"), who in turn shall be responsible for selling and distributing such Approved Products to the Restaurants. Supplier acknowledges and agrees that this Supply Agreement is a requirements contract within the meaning of the Uniform Commercial Code unless a specific volume guaranty or commitment is included in Exhibit E to this Supply Agreement.

2. PARTIES:

The parties to this Supply Agreement are:

- (a) Quantum Foods, LLC, ("Supplier") and
- (b) CBOCS Distribution, Inc. ("CBOCS"), a Tennessee corporation, with its principal office located at 305 Hartmann Drive, Lebanon, TN 37087.

3. APPROVED PRODUCTS:

The items listed on Exhibit A attached hereto are the "Approved Products." Inventory levels (if any) for each Approved Product are also set forth on Exhibit E.

4. TERM: The term (the "Term") of this Supply Agreement shall be:

- (a) Commencement Date: May 1, 2014
- (b) Termination Date: August 31, 2014

5. DISTRIBUTION CENTERS:

(a) A list of distribution centers to which Approved Products will be shipped, and the names of the Approved Distributors who operate such distribution centers, are set forth on Exhibit B (the "Distribution Centers"). CBOCS may, in its reasonable discretion, require Supplier to supply different Distribution Centers than those identified in Exhibit B, as provided in Section 1 General Statement of the Agreement above and subject to subparagraph (b) below.

(b) The Distribution Center assignments are also subject to change based upon changes necessitated by changes within the distribution system, e.g., closing of certain Distribution Center locations and/or relocation of certain Distribution Center locations, or other matters that are beyond the control of CBOCS. If any such reassignments are made, CBOCS will have no obligation to make up any volume to Supplier, however, CBOCS will use its best efforts to prevent a material reduction in the estimated volumes, it being understood that no volume guaranty or commitment has been made (unless otherwise expressly provided for on Exhibit E).

Reference No. 1519

(c) Supplier acknowledges that the estimated stated volume amounts set forth on Exhibit B are based on actual historical sales and that said estimated stated volume amounts have been provided by CBOCS in good faith as estimates only and are not a volume commitment or guaranty and are in all respects subject to Section 3(b) of the General Terms. Supplier also acknowledges and understands that future volume can vary substantially depending on market conditions, promotional activities, new product introductions and other factors that cannot be foreseen.

(d) Supplier shall not sell Approved Products to any Distribution Centers except those Distribution Centers listed on Exhibit B, unless previously approved in writing by CBOCS.

6. PRICING:

(a) The delivered price (the "Delivered Price") to the Distribution Centers for the Approved Products is set forth on Exhibit B and is the total of the Contract F.O.B. Price, as shown on Exhibit B, and the Freight Rate (as defined below) or other freight rate of a shipper designated by CBOCS in accordance with section 7(b) hereof. The Contract F.O.B. Price is as set forth on Exhibit B, and is F.O.B. Supplier's plant(s). For purposes of this Supply Agreement, "F.O.B." shall mean "free on board" as defined in Article 2 of the Uniform Commercial Code in effect in the State of Tennessee.

(b) Supplier's standard payment terms shall be 14 days.

7. SHIPPING:

(a) Supplier's freight rates are set forth on Exhibit B (the "Freight Rates"). All Contract F.O.B. Prices and Freight Rates are per case unless otherwise noted. Supplier must invoice the "Delivered Price" unless the shipment is a customer pickup ("CPU"), in which case, the Supplier must invoice the Contract F.O.B. Price. The Freight Rates shall include charges for sorting, segregating, hand unloading, or driver unloading as specified in Exhibit C to this Agreement. All deliveries made by Supplier to the Distribution Centers are F.O.B. Distribution Center, meaning that Supplier shall, at its expense and risk, transport the Approved Products to the Distribution Centers.

(b) All Freight Rates are applicable for the Term of this Supply Agreement; however, if opportunities are identified to lower the Freight Rates during the course of Term, such lower Freight Rates will take effect upon delivery to Supplier of a new Exhibit B setting forth the lower Freight Rates.

(c) CBOCS may withhold or withdraw consent, in its reasonable discretion, for Approved Distributors to exercise the option of CPU.

(d) Supplier will ship Approved Products on the ship date requested by the Distribution Center, if the order is placed with at least 14 business days lead-time. If the order is placed with less than 14 business days lead-time, Supplier will use its best efforts to ship Approved Products on the requested ship date, or as close to such date as possible. Orders may be canceled at any time prior to the end of business 10 days preceding the requested shipping date.

(e) All shipping is to be done according to Exhibit D. The Freight Rates set forth on Exhibit B shall apply regardless of quantity ordered or amount shipped.

8. MISCELLANEOUS:

(a) Set forth on Exhibit E (if any) are certain additional terms and conditions to this Supply Agreement.

(b) Supplier acknowledges that (i) it has read this Supply Agreement and the General Terms prior to executing and delivering this Supply Agreement, and that (ii) this Supply Agreement and the General Terms are reasonable and acceptable to Supplier.

(c) Any and all Appendices and Exhibits to this Supply Agreement are hereby incorporated by reference herein.

Reference No. 1519
IN WITNESS WHEREOF, the parties have caused this Supply Agreement to be duly executed
by their respective duly authorized officers as of the Commencement Date.

CBOCS DISTRIBUTION, INC.

By: _____

Edward A. Greene

President

QUANTUM FOODS, LLC

By: _____

Name: _____

Title: _____

Exhibits Attached

EXHIBIT A

LIST OF APPROVED PRODUCT

Fully Cooked Beef Choice Chuck Roll – Mfg. #2062 – 80 / 9.5 oz.

EXHIBIT B**LIST OF ASSIGNED DISTRIBUTION CENTERS, ETC.****APPROVED DISTRIBUTORS:****1. Performance Food Group (PFG)****Term of Pricing:** May 1, 2014 – August 31, 2014

Mfg. #	Description	Pack Size	Estimated Stated Volume	Contract FOB Price	FOB Origin	Freight Rate	Delivered Price by DC
2062	Full Cooked Beef Choice Chuck Roll	80 / 9.5oz.	12,630 cases	\$220.88/cs	Chicago, IL	\$1.90/cs IN	\$222.78/cs IN
						\$1.90/cs TN	\$222.78/cs TN
						\$5.70/cs FL	\$226.58/cs FL
						\$4.75/cs TX	\$225.63/cs TX
						\$4.75/cs MD	\$225.63/cs MD
						\$4.75/cs SC	\$225.63/cs SC

EXHIBIT C**CUSTOMIZED DISTRIBUTION RECEIVING PROCEDURES AND UNLOADING RATES**

The procedures outlined below are to be followed by all outside/common carriers that deliver to Approved Distributor.

1. All product that is delivered to Distributor must be delivered on 40 x 48 pallets with the proper tie and high, and segregated by item for the receiving clerk to check the product by manifest and/or purchase order.
2. Any product that does not meet Distributor's quality standards or is damaged will be refused and noted on the manifest with the driver initialing the change on the invoice.
3. **ALL DELIVERIES WILL BE ACCEPTED ON AN APPOINTMENT BASIS.** Distributor reserves the right to accept a delivery without an appointment.
4. If the driver(s) would like assistance in unloading their truck the service will be provided by Distributor at an approved lumping service or a reasonable rate.
5. If the driver(s) decline assistance in unloading their truck, they will be given a reasonable amount of time to complete unloading (to be determined by Distributor before unloading begins). If the allotted time is exceeded, a \$20.00 per hour fee will be charged for the use of the docks.
6. All payments for assistance in unloading will be made by CASH or COMCHECK. A receipt will be given for cash payment.
7. All rates to be charged for unloading will be agreed upon before the unloading begins.
8. Rates for unloading trucks are as follows:

Slip Sheet Loads	\$70.00 – Straight Loads
	\$90.00 – Double Stack Loads
Straight Pallet Loads	\$25.00
	\$30.00 if pallets are loaded sideways on truck
	\$45.00 for bag potatoes
	(Additional charge per case for breakdown to TI & HI)
	\$0.02 per case – 15 lbs. & under
	\$0.06 per case – 16-35 lbs.
	\$0.10 per case – 36 lbs. & above
Floor Load (Paper Products)	\$0.10 per case – cases 10 lbs. & under
	\$0.12 per case – cases 11 – 25 lbs.
	\$0.15 per case – cases 26 lbs. & over
Floor Load (All Other)	\$0.05 per case – cases 15 lbs. & under
	\$0.10 per case – cases 16 – 35 lbs.
	\$0.15 per case – cases 36 lbs. & over
Boxed Beef (60-80# cs Floor Load)	\$0.20 per case

EXHIBIT D

SHIPPING - DESCRIPTION

All shipping shall be in full truckloads ("TL") unless less than truck loads ("LTL") for certain Approved Products are listed below:

LTL Approved Products:

Fully Cooked Beef Choice Chuck Roll* – Mfg. #2062 – 80 / 9.5 oz.

*Minimum production run is 2,500 lbs.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS TO SUPPLY AGREEMENT

The following additional terms and conditions are hereby incorporated into the Supply Agreement to which this Exhibit E is appended. Any capitalized terms used in this Exhibit E and that are not otherwise defined herein shall have the same meanings that are ascribed to them in the Supply Agreement.

1. Pricing:

- Pricing is effective based on the date the order is placed. Orders must ship within 30 days of the purchase order date.