

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

QUANTUM FOODS, LLC, *et al.*¹,
Debtors.

Chapter 11

Case No. 14-10318 (KJC)

**MOTION OF CREEKSTONE FOR ALLOWANCE AND TO COMPEL PAYMENT OF
ITS ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(9)**

Creekstone Farms Premium Beef, LLC, ("Creekstone") by and through its undersigned attorneys, hereby moves for an order allowing its administrative expense claim pursuant to 11 U.S.C., §§503(a) and 503(b)(9) and directing the above captioned debtors (the "Debtors") to pay Creekstone its administrative expense claim pursuant to 11 U.S.C., §§503(a), 503(b)(9) and 507(a)(2) (this "Motion"), and respectfully states as follows:

JURISDICTION

1. This Court has jurisdiction to consider this motion pursuant to 28 U.S.C., §157 and 1334. Consideration of this Application is a core proceeding under 28 U.S.C. §157(b). Venue is proper in this District pursuant to 28 U.S.C. §1408 and 1409. The statutory predicate for the relief requested herein is 11 U.S.C. §§ 503(a), 503(b)(9) and 507(a)(2).

BACKGROUND

2. On February 18, 2014 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

3. On May 22, 2014, the Court entered the *First Amended Order Amending Final Order (1) Authorizing Post-Petition Financing, (2) Granting Liens and Providing Super Priority*





Administrative Expense Priority, (3) Authorizing Use of Cash Collateral and Providing for Adequate Protection, and (4) Modifying the Automatic Stay, Pursuant to Sections 105, 361, 362, 363 and 364 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014 [Docket No. 353], whereby payment of claims are authorized pursuant to section 503(b)(9) of the Bankruptcy Code from funds allocated to the estate for payment of administrative expense claims in accordance with the or any other source of funds that may become available to satisfy administrative expense claims in these cases.

4. Prior to the Petition Date, Creekstone sold goods to the Debtors in the ordinary course of the business of the Debtors.

5. Creekstone made two deliveries of meat products on February 7, 2014 (Invoice 1032618) and February 10, 2014 (Invoice 1032826), i.e., during the twenty day period immediately preceding the Petition Date. Each sale of goods, the delivery date, and value of each shipment is detailed on the annexed Exhibit "A."

6. Each sales of goods was delivered by carrier, Rains & Sons, directly to the Debtor. Copies of the respective Invoices and Bills of Lading are annexed hereto as Exhibit "A."

7. Creekstone is therefore owed \$111,263.89 as an administrative expense pursuant to 11 U.S.C. §503(b)(9).

8. On October 30, 2014, Creekstone filed a claim in this bankruptcy case (Claim No. 193), prior to the claims bar date of November 7, 2014.

9. To date, the Debtors have failed to pay Creekstone for the value of the goods. Upon information and belief, the Debtors have used all the goods which were sold to the Debtors in its ordinary course of business.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Quantum Foods, LLC (9437); Quantum Foods 213-D, LLC (1862); Quantum Culinary, LLC (1302); GDC Logistics, LLC (1997); Choice One Foods, LLC (9512). The

ARGUMENT

10. Section § 503(b)(9) of the Bankruptcy Code provides that "[a]fter notice and a hearing, there shall be allowed, administrative expenses, other than claims allowed under 502(f) of this title, including . . . the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business." 11 U.S.C. § 503(b)(9).

11. The goods were sold by Creekstone and received by the Debtors within 20 days of the Petition Date.

12. The goods have been sold to the Debtors in the ordinary course of the Debtors' business.

13. The goods were necessary for the Debtors to operate their business, and in fact, the goods have been completely consumed in the operation of the Debtors' business, therefore, Creekstone has provided a benefit to the estate for which it has not been compensated.

14. Pursuant to 11 U.S.C. §§503(a), 503(b)(9) and 507(a)(2), Creekstone is entitled to an allowed administrative expense claim in the amount of \$111,263.89. Creekstone is also seeking payment of the administrative expense claim within five (5) business days of entry of an order approving this Motion.

NOTICE OF MOTION

15. Notice of this Motion has been given to: (i) the Debtors, (ii) counsel to the Debtors, (iii) the Office of the United States Trustee for the District of Delaware, (iv) counsel to the Official Committee of Unsecured Creditors, and (v) any party requesting notice pursuant to Bankruptcy Rule

2002. In light of the nature of the relief requested herein, Central Beef submits that no other or further notice is necessary.

WHEREFORE, Creekstone respectfully requests that the Court enter an order allowing its administrative expense claim pursuant to 11 U.S.C. §§503(b)(9) and 507(a)(2) and directing the Debtors to pay Creekstone its administrative expense claim within five (5) business days of the date of such Order, and grant Creekstone such other and further relief as this Court deems just and proper.

Dated: July 10, 2015

BORGES & ASSOCIATES, LLC
*Attorneys for Creekstone Farms Premium
Beef, LLC*

By: /s/ Wanda Borges
Wanda Borges, Esq.
Cristina Lipan, Esq.
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Syosset, New York 11791
Tel: (516) 677-8200 x225
Fax: (516) 677-0806
wborges@borgeslawllc.com
clipan@borgeslawllc.com

Dated: July 10, 2015

CICONTE, WASSERMAN, SCERBA &
KERRICK, LLC
*Local Counsel for Creekstone Farms Premium
Beef, LLC*

By: /s/ Daniel C. Kerrick
Daniel C. Kerrick, Esq.
1300 King Street
Wilmington, DE 19801
Tel: (302) 658-7101
Fax: (302) 658-4982
dkerrick@cicontewasserman.com

EXHIBIT A



Petition Date: 2/18/2014
 20 Days: 1/29/2014

**Quantum Foods, LLC
 Statement**

Inv. Date	Delivery Date	Invoice No.	PO No.	Inv. Amount	Pmt Amount	Date Paid
10/23/2013		10282052013102	99094	\$ 100,682.33		
11/3/2013	11/4/2013	10287192013110	99219	\$ 35,458.66		
				\$ (47,135.25)	\$ 47,135.25	12/3/2013
12/5/2013	12/6/2013	10300442013120	99848	\$ 11,798.24		
				\$ (111,263.89)	\$ 111,263.89	2/4/2014
2/5/2014	2/7/2014	10326182014020	100227	\$ 44,153.54		
2/8/2014	2/10/2014	10328262014021	100226	\$ 67,110.35		
				Balance Due	\$ 123,062.13	
				503(b)(9)	\$ 111,263.89	

REMIT TO:
 Creekstone Farms Premium Beef. L.L.C.
 3797 Solutions Center
 P O Box 773797, Chicago, IL 60677-3007



Invoice Number: 1032618
Invoice Date: 2/5/2014

SOLD TO:

Quantum Foods, Inc.
 750 S. Schmidt Road
 Bolingbrook
 IL
 60440

PAY TERMS
 Terms Payment in Advance

SHIP TO:

Quantum Foods Inc
 750 S. Schmidt Rd.
 Bolingbrook
 IL
 60440

CUSTOMER P.O	SHIPPING DATE	DELIVERY DATE	SALES ORDER	CUSTOMER NO.	INVOICE NO.
100227	2/7/2014	2/7/2014	339548	QUANT-ILL	1032618

DO NOT BOOK TRUCK UNTIL CREDIT APPROVED

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	WEIGHT	PRICE	TOTAL VALUE
56692	50/50 Certified Choice or Higher	24 COMBO	40306.00 LBS	1.0900	43,933.54
58971	Combo Testing	1 COMBO	1.00 LBS	220.0000	220.00
Totals:		25	40307.00		\$44,153.54

Total Amount Due in US Dollar \$44,153.54

Creekstone Farms Premium Beef. L.L.C
 604 Goff Industrial Park Road
 Arkansas City, Kansas 67005
 620-741-3100
 Est. #27

Born, Raised and Harvested in the USA

We hereby certify that the above described meat or food products, which are offered for shipment in interstate or foreign commerce, have been U.S inspected and passed by the Department of Agriculture, are so marked, and at this date, are sound, healthful, wholesome, and fit for human food.

- 1) Should the invoice be placed for collection, buyer agrees to pay all collection costs including attorney fees.
- 2) Interest for any late payments will accrue at 1.5% per month.
- 3) Any dispute between the parties shall be resolved in the state and federal courts in Wichita, KS.

NO CLAIMS ARE ALLOWED UNLESS WE ARE NOTIFIED IMMEDIATELY UPON DELIVERY

STRAIGHT BILL OF LADING - SHORT FORM - File Copy

BOL#: 064301

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

Date: Feb 05 2014

Dana Transporta

CARRIER Dispatch #

231943 Page: Feb 05 2014

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery as said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said bill of lading, including those on the attachment hereof, set forth in the classification or tariff which governs the transportation of the shipment, and the said terms and conditions are hereby agreed to by a shipper and accepted for him and his assigns.

Product of the USA

SHIPPER (FROM)

CREEKSTONE FARMS PREMIUM BEEF, LLC
604 Goff Industrial Park Road
Arkansas City
Kansas 67005

640-741-3100



CONSIGNEE (SOLD TO)

DELIVER TO (if different to Consignee)

QUANTUM FOODS INC
750 S. SCHMIDT ROAD
BOLINGBROOK
IL
60440

QUANTUM FOODS INC
750 S. SCHMIDT RD.
BOLINGBROOK
IL
60440

Customer PO#: 100227

Our Order #: 339548

Stops: 1

Drop#: 1

Delivery Date: 2/7/2014

Third Party Billing Information

Freight Charges are:

PREPAID

Subject to Section 7 of the conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse to the originator, the originator shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

NO PKGS	UM	UM (X) description	WEIGHT	CLASS.
24	COMBO	Conventional	40,306.00	

24	Time - 15:34	1 Pallets	40,306.00 Lbs	TOTALS
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MARK 'X' IN THE UM COLUMN TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN DOT REGULATIONS

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

Trailer Number: CT514
Seal Number: 1284693
Maintain Temperature at: 26 DEGREES

The three boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Uniform Freight Classifications. Shipper's legend in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission. This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

EMERGENCY RESPONSE NUMBER:

CONTACT:

SHIPPER: CREEKSTONE FARMS PREMIUM BEEF, LLC
Shipped Per: Steve Endres

Received By: QUANTUM FOODS INC
Carrier/Driver: Dana Transporta

2

receiving and Carrier Signature

Quantum Farms
REC RECEIVED
FEB 07 2014
Bolingbrook, IL
H. Hake

REMIT TO:
 Creekstone Farms Premium Beef. L.L.C.
 3797 Solutions Center
 P O Box 773797, Chicago, IL 60677-3007



Invoice Number: 1032826
Invoice Date: 2/8/2014

SOLD TO:

Quantum Foods, Inc.
 750 S. Schmidt Road
 Bolingbrook
 IL
 60440

SHIP TO:

Quantum Foods Inc
 750 S. Schmidt Rd.
 Bolingbrook
 IL
 60440

PAY TERMS
 Terms Payment In Advance

CUSTOMER P.O	SHIPPING DATE	DELIVERY DATE	SALES ORDER	CUSTOMER NO.	INVOICE NO.
100226	2/10/2014	2/10/2014	339549	QUANT-ILL	1032826

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	WEIGHT	PRICE	TOTAL VALUE
54521	Beef Special Trimmings MC-P	10 CASE	763.60 LBS	2.9000	2,214.44
54528	Beef Special Trimmings P	41 CASE	3483.45 LBS	2.9000	10,102.00
54531	Beef Special Trimmings MC-C	21 CASE	1678.80 LBS	2.9000	4,868.52
54561	Beef Special Trimmings CT-C	38 CASE	3090.45 LBS	2.9000	8,962.30
54568	Beef Special Trimmings C	16 CASE	1363.65 LBS	2.9000	3,954.59
54571	Beef Special Trimmings CT-S	2 CASE	130.75 LBS	2.9000	379.18
54575	Beef Special Trimmings Nat-S	1 CASE	34.05 LBS	2.9000	98.74
54580	Beef Special Trimmings U	14 CASE	958.40 LBS	2.9000	2,779.36
54585	Beef Special Trimmings Nat-C	156 CASE	11638.35 LBS	2.9000	33,751.22
Totals:		299	23141.50		\$67,110.35

Total Amount Due in US Dollar \$67,110.35

Creekstone Farms Premium Beef. L.L.C
 604 Goff Industrial Park Road
 Arkansas City, Kansas 67005
 620-741-3100
 Est. #27

Born, Raised and Harvested in the USA

We hereby certify that the above described meat or food products, which are offered for shipment in interstate or foreign commerce, have been U.S inspected and passed by the Department of Agriculture, are so marked, and at this date, are sound, healthful, wholesome, and fit for human food.

- 1) Should the invoice be placed for collection, buyer agrees to pay all collection costs including attorney fees.
- 2) Interest for any late payments will accrue at 1.5% per month.
- 3) Any dispute between the parties shall be resolved in the state and federal courts in Wichita, KS.

NO CLAIMS ARE ALLOWED UNLESS WE ARE NOTIFIED IMMEDIATELY UPON DELIVERY

L #30156

STRAIGHT BILL OF LADING - SHORT FORM - Carriers Copy

BOL#: 064302

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

Date: Feb 08 2014

Rains & Sons

CARRIER Dispatch #

232146 Page: Feb 08 2014

The property described by here, in apparent good order, except as noted (contents and condition of contents of packages uncertain), loaded, consigned, and destined as indicated below, which said carrier (the word carrier being used here) throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its final place of delivery as said destination, if on its route, or to deliver to another carrier on the route to said destination. It is mutually, as to each carrier, as to any of said property covered or any portion of said route to destination, and as to each party at any time interested in or any of said property, that every service to be performed hereunder shall be subject to the terms and conditions of the Uniform Freight Classification as effective on the date hereof. If this is a rail, road-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of said Bill of Lading, including those on the attachment hereto, all terms in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by a shipper and accepted for himself and his assignee.

Product of the USA

SHIPPER (FROM)

CREEKSTONE FARMS PREMIUM BEEF,LLC
804 Goff Industrial Park Road
Arkansas City
Kansas 67005

840-741-3100



CONSIGNEE(S) (TO) DELIVER TO (If different from Consignee)

QUANTUM FOODS INC
750 S. SCHMIDT ROAD
BOLINGBROOK
IL
60440

QUANTUM FOODS INC
750 S. SCHMIDT RD.
BOLINGBROOK
IL
60440

Customer PO#: 100226

Our Order #: 339549

Stops: 3

Drop#: 1

Delivery Date: 2/10/2014

SHIP DATE/TIME INFORMATION
 SHIPPED
 RECEIVED
 FEB 10 2014
 QUANTUM FOODS *[Signature]*

Freight Charges are:
PREPAID

Subject to Section 7 of the conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse to the originator, the originator shall sign the following statement: The carrier shall not be liable for the delivery of the shipment without payment of freight and of other lawful charges.

(Signature of Consignee)

MARKS & NUMS	UNITS	DESCRIPTION	WEIGHT	CLASS
85 CASE		Conventional	6,622.00	
57 CASE		Export	4,847.10	
157 CASE		Natural	11,672.40	

299 Time - 12:54

12 Pallets

23,141.50 Lbs

TOTALS

MARKS IN FULL COLUMN TO DESIGNATE HAZARDOUS MATERIAL AS DEFINED IN DOT REGULATIONS

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby stated by the shipper to be not exceeding

Trailer Number: 53106
Seal Number: 1284774
Maintain Temperature at: 26 DEGREES

PER

* The Data hereon used for the shipment conform to the specifications set forth in the last trailer's certificate the record and other requirements of Uniform Freight Classification Shipper's liability in law if necessary, not a part of bill of lading approved by the Interstate Commerce Commission. This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PER

EMERGENCY RESPONSE NUMBER
CONTACT

SHIPPER: CREEKSTONE FARMS PREMIUM BEEF,LLC	Received By: QUANTUM FOODS INC
Shipped Per: Steve Endras	Carrier/Driver: Rains & Sons
Shipper Phone / Fax # (None)	

3

Shipping and Carrier Signatures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

QUANTUM FOODS, LLC, *et al.*¹,

Debtors.

Chapter 11

Case No. 14-10318 (KJC)

Objection Deadline: August 7, 2015, 4:00p.m. (EST)
Hearing Date: To Be Determined

NOTICE OF MOTION AND HEARING

TO: the Office of the United States Trustee; counsel to the Debtors; counsel to the Official Committee of Unsecured Creditors; and all parties requesting notice pursuant to Bankruptcy Rule 2002

PLEASE TAKE NOTICE that on July 10, 2015, Creekstone Farms Premium Beef, LLC ("Creekstone"), filed its *Motion for Allowance and to Compel Payment of its Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(9)* (the "Motion"), with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that any response or objection to the relief sought in the Motion must be filed with the Bankruptcy Court, on or before **August 7, 2015 at 4:00 p.m. (EST)** (the "Objection Deadline") and served on the undersigned counsel so as to be received no later than **4:00 p.m. (EST) on August 7, 2015**.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Quantum Foods, LLC (9437); Quantum Foods 213-D, LLC (1862); Quantum Culinary, LLC (1302); GDC Logistics, LLC (1997); Choice One Foods, LLC (9512). The Debtors' mailing address is c/o Quantum Foods, LLC, 750 South Schmidt Road, Bolingbrook, Illinois 60440.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION, IF ANY, WILL BE HELD ON A DATE TO BE DETERMINED BY THE COURT BEFORE THE HONORABLE KEVIN J. CAREY, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5th FLOOR, COURTROOM 5, WILMINGTON, DELAWARE 19801.

Dated: July 10, 2015

BORGES & ASSOCIATES, LLC
Attorneys for Creekstone Farms Premium Beef, LLC

By: /s/ Wanda Borges
Wanda Borges, Esq.
Cristina Lipan, Esq.
575 Underhill Blvd., Suite 118
Syosset, New York 11791
Tel: (516) 677-8200 x225
Fax: (516) 677-0806
wborges@borgeslawllc.com
clipan@borgeslawllc.com

Dated: July 10, 2015

CICONTE, WASSERMAN, SCERBA &
KERRICK, LLC
Local Counsel for Creekstone Farms Premium Beef, LLC

By: /s/ Daniel C. Kerrick
Daniel C. Kerrick, Esq.
1300 King Street
Wilmington, DE 19801
Tel: (302) 658-7101
Fax: (302) 658-4982
dkerrick@cicontewasserman.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

QUANTUM FOODS, LLC, *et al.*¹,
Debtors.

Chapter 11

Case No. 14-10318 (KJC)

**ORDER GRANTING CREEKSTONE'S MOTION FOR ALLOWANCE AND TO
COMPEL PAYMENT OF ITS ADMINISTRATIVE EXPENSE CLAIM
PURSUANT TO 11 U.S.C. § 503(b)(9)**

Upon consideration of *Creekstone's Motion for Allowance and Payment of its Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(9)* (the "Motion"), and the Court having determined that granting the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby:

ORDERED, that the Motion is granted; and it is further

ORDERED, that Creekstone Farms Premium Beef, LLC is granted an administrative expense claim in the amount of \$111,263.89, the payment of which is authorized pursuant to section 503(b)(9) of the Bankruptcy Code from funds allocated to the estate for payment of administrative expense claims in accordance with the *First Amended Order Amending Final Order (1) Authorizing Post-Petition Financing, (2) Granting Liens and Providing Super Priority Administrative Expense Priority, (3) Authorizing Use of Cash Collateral and Providing for Adequate Protection, and (4) Modifying the Automatic Stay, Pursuant to Sections 105, 361, 362, 363 and 364 of the Bankruptcy*

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Quantum Foods, LLC (9437); Quantum Foods 213-D, LLC (1862); Quantum Culinary, LLC (1302); GDC Logistics, LLC (1997); Choice One Foods, LLC (9512). The Debtors' mailing address is c/o Quantum Foods, LLC, 750 South Schmidt Road, Bolingbrook, Illinois 60440.

Code and Bankruptcy Rules 2002, 4001 and 9014 [Docket No. 353], or any other source of funds that may become available to satisfy administrative expense claims in these cases; and it is further

ORDERED, that this Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2015
Wilmington, Delaware

The Honorable Kevin J. Carey
United States Bankruptcy Judge

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 07/15/2015 Claim # 442
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Creekstone Farms Premium Beef, LLC		COURT USE ONLY
Name and address where notices should be sent: Creekstone Farms Premium Beef, LLC Attn: Wanda Borges, Esq., Cristina Lipan, Esq. Borges & Associates, LLC 575 Underhill Blvd, Suite 118, Syosset New York 11791 Telephone number: (516) 677-8200 email: wborges@borgeslawllc.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (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.
1. Amount of Claim as of Date Case Filed: \$ <u>111,263.89</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. 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: \$ _____
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.		
<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). Amount entitled to priority: \$ _____
<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)(____). Amount entitled to Administrative Expense under 11 U.S.C. §503(b)(9) <u>\$ 111,263.89</u>
*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.		
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)		