CITY COUNCIL - *ADDENDUM*

Tuesday, December 20, 2011
7:00 p.m.
Coon Rapids City Center
Council Chambers

Approval of Minutes from Previous Meeting(s)

December 6, 2011, Council Meeting
December 13, 2011, Work Session

New Business

14. Cons. First Amendment to The Harvest Grill Lease at Bunker Hills Golf Club

City Council Addendum
Meeting Date: 12/20/2011
SUBJECT: Approval of Minutes of Previous Meetings

Information

Approval of Minutes from Previous Meeting(s)

December 6, 2011, Council Meeting
December 13, 2011, Work Session

Attachments

12-06-11 Council
12-13-11 Work Session

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF DECEMBER 6, 2011

1. OPEN MIC/PUBLIC COMMENT

None.

2. CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of December was called to order by Mayor Tim Howe at 7:00 p.m. on Tuesday, December 6, 2011, in the Council Chambers.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. ROLL CALL

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, Bruce Sanders and Scott Schulte

Members Absent: None

5. ADOPT AGENDA

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

6. PROCLAMATIONS/PRESENTATIONS – NONE

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS:
   A. NOVEMBER 15, 2011, WORK SESSION

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE NOVEMBER 15, 2011, WORK SESSION MEETING AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

   B. NOVEMBER 15, 2011, COUNCIL MEETING

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, FOR APPROVAL OF THE MINUTES OF THE NOVEMBER 15, 2011, COUNCIL MEETING AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

8. CONSENT AGENDA:
   - A. ACCEPT DONATIONS FOR THE FIRE PREVENTION BUREAU
   - B. APPROVE THERAPEUTIC MASSAGE ENTERPRISE LICENSE FOR THERAPEUTIC INC. DBA ORIENTAL MASSAGE, 2740 MAIN STREET, SUITE 116
   - C. APPROVE 2012 LICENSE RENEWALS
   - D. ACCEPT EASEMENT – PONDS TOWNHOME ASSOCIATION, INC.
   - E. AUTHORIZE FINAL PAYMENT FOR LIFT STATION #3, PROJECT 10-28
   - F. AUTHORIZE FINAL PAYMENT FOR STREET RECONSTRUCTION, PHEASANT RIDGE DRIVE, PROJECT 11-4

Councilmember Schulte noted a sign board was propped up against a tree along Pheasant Ridge Drive. He requested staff has this removed as the work was completed. On another topic, he requested a plaque be added to the park benches built by the Boy Scout Troop in Pheasant Ridge Park.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KOCH, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Mayor Howe thanked the organizations that had made donations to the Fire Prevention Bureau, including the Residential Mortgage Group, Anoka County Safe Kids, Mercy/Unity Foundation, Jim and Linda Kresch, Teresa Prescott, Doris Atkins, Weston Woods of Bunker Hills Association and the Wal-Mart Foundation for their contributions to the Coon Rapids Fire Department.

THE MOTION PASSED UNANIMOUSLY.

9. OPEN MIC REPORTS:
   - A. JOSEPH MURREL, 9950 BLUEBIRD STREET NW, #110

Mayor Howe presented a memorandum from staff stating Joseph Murrell, 9950 Bluebird Street NW, #110, shared his concerns about the general direction of the City.

During the Open Mic portion of the November 15 Council meeting, Mr. Murrell shared his concerns about the general direction the City was taking, including job creation, past developments, and the proposed prepay ordinance. Council thanked Mr. Murrell for sharing his concerns and encouraged him to become more involved in City Commissions as a way to share his suggestions and ideas.

10. PUBLIC HEARINGS:
   - A. 2012 FEE REVISIONS

Finance Director Legg presented a memorandum to Council stating on November 15th, the attached ordinance adjusting certain fees was introduced by the City Council. This ordinance is now being

presented for adoption along with resolutions which include fees not set by ordinance. Rates for the ice arena, golf course and utility funds are set by separate City Council action throughout the year.

The fees for 2012 have been adjusted by the 2011 annual adjustment of 1.0% with exceptions noted below. A request for a rate change is made only if the adjustment is enough for the fee to be rounded to the next significant dollar amount. Items to note are as follows:

Ordinance Adjusting Certain Fees (see reference number in ordinance)

(1) Fees set by State Statute. Certain fees under Section 5-209 (alcoholic beverages) and the gambling
investigation fee under Section 5-2008 of the City Code are set by Minnesota Statutes and did not change for 2012.

(2) On-sale liquor license. The on-sale liquor license was compared to the amount charged by other cities. Based on this review, staff determined that it should remain at the current rate of $9,350 for 2012.

(3) Waste and Recycling Hauler License Fees. Based on a review of comparable cities, these fees were increased in 2008 from $55 to $150 for the first vehicle with each additional vehicle at $25 each. It is recommended that these rates be increased to $160 for the first vehicle and $27 for each additional vehicle to reflect the percentage increase made to other fees since 2008.

(4) Property Monitoring Fees. A property monitoring fee was approved by the City Council in 2006. The 2007 fees were set at $600 per year for residential property and $1,000 per year for commercial property to cover related costs. Staff recommends no change for 2012.

(5) In certain cases there may be no change in the fee due to rounding. For example, the tobacco license investigation fee which is rounded to the nearest $5 had a calculated base amount of $119.41 in 2011 and was rounded to $120. For 2012, the calculated base increased to $120.60, which rounded to the nearest $5 leaves the fee at $120.

(6) Staff recommends that certain other fees not be increased for 2012 if they are adequate to cover current costs, are seldom used and therefore difficult to establish a cost basis, and/or are comparable to rates charged by other cities.

Resolution Establishing Certain Fees and Charges for CTN Studios

The CTN fee schedule has been updated to reflect a revised daily rental rate for production truck(A) which was equipped with new high definition equipment during 2011. Also, in addition to the fee for program copies in the DVD format, there is now a fee for Blu-ray copies.

Resolution Establishing Certain Fees and Charges

Items not increased by the annual adjustment are as follows:

Fees set by State Statute. These include the notary fee, returned check charge, day care inspection fee and document charges. The State did not change these fees for 2012.

Water Meters. The City purchases water meters and sells them to contractors for installation in new construction. The rate consists of our cost (including sales tax) and a markup of 33% to cover handling and future replacements since there is no charge for the replacement of water meters.

Water Flow Test. This fee for the fire department is being increased from $125 to $150 to offset costs actually incurred.

Resolution Establishing Sewer Availability Charges (SAC)

Metropolitan Council Environmental Services (MCES) has notified the City that the basic metropolitan SAC charge will be increased $135 or 6.1%. SAC charges are collected by the City and remitted to MCES for all new or expanding sewer system users. The funds are used by MCES to retire debt incurred to build and expand the metro sewer system. Resolution 11-132 provides for the increase, changing the single family SAC from $2,280 to $2,440 which includes $75 that the City retains. Other housing types are increased on a pro rata basis as detailed in the resolution. The portion that the City retains to cover administrative expenses is proposed to increase from $50 to $75 to cover increased monitoring of property usage required by MCES. Staff will be doing an analysis in the future to determine monitoring costs for commercial properties and whether they should have a separate administrative fee.

Councilmember Klint questioned if each fee was reviewed on a yearly basis. Finance Director Legg stated the City had completed a rate study five years ago to assure that the time spent by staff was being covered by the fees charged. This was a comprehensive and time consuming process which has since led to the cost of living increase proposed this evening.

Mayor Howe opened and closed the public hearing at 7:15 p.m. since no one appeared to address the Council.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT AN ORDINANCE REVISING CERTAIN LICENSE FEES, SERVICE FEES AND RELATED CHARGES EFFECTIVE JANUARY 1, 2012; RESOLUTION NO. 11-129 ESTABLISHING CERTAIN FEES AND CHARGES FOR USE OF CTN STUDIO FACILITIES EFFECTIVE JANUARY 1, 2012; ADOPT RESOLUTION NO. 11-131 ESTABLISHING CERTAIN FEES AND CHARGES EFFECTIVE JANUARY 1, 2012; AND RESOLUTION NO. 11-132 REVISING SEWER AVAILABILITY CHARGES (SAC) EFFECTIVE JANUARY 1, 2012. THE MOTION PASSED UNANIMOUSLY.

B. TRUTH-IN-TAXATION HEARING AND ADOPTION OF 2012 BUDGET AND TAX LEVY

City Manager Fulton presented a memorandum to requesting the City Council hold the Truth-In-Taxation (TNT) hearing and consider adoption of the 2012 budget and tax levy.

The budget was discussed at a work session on August 10 and continued to August 30. A preliminary levy was certified to the County. December 6 was set as the Truth in Taxation public meeting at which the proposed budget for taxes payable year 2012 must be discussed. The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions. Mr. Fulton made a short budget presentation.

City Manager Fulton reviewed the yearlong budget process and discussed the significant budget principles promoted by the Council and Staff. He indicated the Council was committed to addressing core community responsibilities, while supporting the Council's long range strategic vision assuring the City would maintain a 45% fund balance.

City Manager Fulton explained homestead laws have changed at the State level. This has affected the Market Value Homestead Credit and the funding provided to the City of Coon Rapids. The State was now completing a Market Value Exclusion. This had a higher impact on commercial properties than residential. The result and impact on properties hinged on property values and taxing jurisdictions.

City Manager Fulton reviewed the property tax levy in detail. He indicated the proposed tax levy was just over 3% and would assist the City in maintaining all City Services such as public works and public safety services to the City's residents.

After the public hearing, resolutions adopting the budget and the tax levy are included for adoption.

Mayor Howe opened the Truth-In-Taxation hearing at 7:30 p.m.

Bernice Olson, 1883 121st Lane NW, indicated she did not completely understand the tax levy increase proposed for 2012. City Manager Fulton clarified the increase would be a little over 3%. He then discussed how properties were valuated throughout the City.

Ms. Olson expressed frustration with the tax levy increase. She encouraged City staff to seek further efficiencies to reduce overall expenses. City Manager Fulton indicated staff would be completing a comprehensive internal study regarding its staff and processes to assure that when new employees were brought on board the work completed was being done efficiently without an overlap of services.

Councilmember Schulte discussed the differences between the Market Value Credit and the Market Value Exclusion in further detail.

Mayor Howe believed a good portion of the State's surplus was from a change in this program.

George Gillespie, 11555 Kerry Street NW, questioned why fines were predicted to increase by 38%. City Manager Fulton explained fines have historically decreased over time as the State charged a surcharge of $75 on each ticket. The City has since created a program called the Citizen Awareness Program (CAP) which charged residents with an administrative fine. This fine did not go onto a resident's record, was dealt with at a City administrative level and reduced the need for time spent in court.

City Attorney Hiljus stated this program has proved successful for the City as it was increasing fine revenues while reducing the City's time spent in court, adding both were positive for the City.

Mr. Gillespie felt there was a disconnect with the increase in his property tax increase as his property went up 7% with his taxes increasing 13%. City Manager Fulton stated he could review this information further with Mr. Gillespie.

Mr. Gillespie asked if the Council was taking any measures to reduce spending. Councilmember Schulte noted when he took office in 2000 the City staff was at 242 members. In 2011, this number had been decreased to 218. Staff has had layoffs and retirements in which the staff members have not been replaced. He explained that Coon Rapids is a fully developed City and no longer growing, which was attributing to the slight increase. He commented that the Council was committed to maintaining its critical services for the residents and the budget as tight as it could be.

Councilmember Sanders explained that 12 full-time positions were lost three years ago, which lead to combining positions and departments for greater efficiencies. He indicated that maintenance issues could not be delayed as the City would either have to pay now or pay even more in the future.

City Manager Fulton stated the City had just gone paperless with its Council agenda packets which had a year and half payback period. The City would reduce paper expenses and staff time spent on this each and every Friday. He reviewed several other savings items with Mr. Gillespie. City Manager Fulton stated that the City was becoming more and more efficient with its processes, but the fact was, revenues for the City were down both at a local and State level.

Mayor Howe closed the Truth-In-Taxation hearing at 7:54 p.m.

Mayor Howe thanked the residents for their comments, questions and discussion this evening. He appreciated the time spent on clarifying these issues for the public.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 11-124 ADOPTING THE 2012 BUDGET; AND ADOPT RESOLUTION NO. 11-125 ADOPTING THE 2012 TAX LEVY. THE MOTION PASSED UNANIMOUSLY.

11. BID OPENINGS AND CONTRACT AWARDS – NONE.

12. OLD BUSINESS:
    A. ADOPTION OF ORDINANCE ADDING CHAPTER 8-1500, PREPAYMENT FOR GASOLINE AND DIESEL FUEL

Police Chief Wise presented a memorandum to Council stating the City Code requires some revisions in the Health, Safety and Sanitation chapter in order to prevent ongoing criminal activity at and in the proximity of Retail Fuel Businesses. Council is requested to adopt the ordinance.

The Police Department has recognized an increasing burden on it resources in the form of theft reports regarding failure to pay for gasoline, "No Pays," at some of our retail fuel businesses. In 2009 theft reports for gas "No Pays" numbered 314. There were 492 of these theft reports in 2010 and 374 as of 09/01/2011. These numbers represent considerable expenditure of limited police resources and detract from proactive policing opportunities concerning other matters in the community.

An investigation into these "No Pays" reveals that frequently an offending vehicle is registered to locations outside of Coon Rapids. This indicates that a criminal element has recognized the opportunity to enter our City and commit this crime at the handful of retail fuel businesses that do not require payment at the pump/pre-pay. In addition, many offending vehicles temporarily display license plates stolen from other vehicles to facilitate this theft of fuel. Unless the price of fuel dramatically drops these types of thefts are bound to increase.

The Police Department recognizes that regulating how private businesses choose to operate is a serious matter. Over the last several years as the price of fuel spiked, we expected all of our retail fuel businesses to convert to a payment at the pump/prepay model. However, this has not happened. It has become apparent that some of the larger corporate fuel companies that aggressively market in-store purchases of other products are not inclined to implement a pre-pay/pay at the pump policy without a specific directive from local government. And, if these larger companies do not have this policy, smaller establishments would likely feel obligated to operate their businesses in the same manner in order to remain competitive. Therefore, we are hopeful that most retail fuel businesses would welcome an ordinance requiring payment at the pump/pre-pay as long as all establishments in Coon Rapids are affected in the same manner.

Police Chief Wise reviewed a presentation with the Council regarding the top eight Level 1 crimes in the City. It was explained the number one crime was larceny or theft. Of that crime, gas thefts were highest in the City. He discussed how the increased price of gas has been directly correlated with the rising number of crimes. Police Chief Wise explained the ordinance before the Council this evening would assist the City in addressing this growing concern while reducing the crime levels in the City.

Other cities have established similar ordinances with positive results.

The ordinance implementation date is proposed to be effective January, 1, 2012.

Mayor Howe commented this was an area of concern in the City and the Council needed to seek a solution. He noted the Council could push this item to January to allow for further discussion with

the local business owners. He recommended the Council allow comments this evening from the public as well. At this time, the City does not have an alternative solution to address this concern.

Councilmember Sanders recommended the ordinance be delayed as local businesses would not be ready by January 1st. He explained he believed in the ordinance and the role of government in this issue. He suggested an exception be included in the ordinance to allow the industry to regulate the concern while extending the compliance date. He stated he would not support the ordinance based on policy if voted on this evening.

Councilmember Klint questioned which policy Councilmember Sanders did not support. Councilmember Sanders commented he felt additional research should be completed and that more discussion should be had with local business owners before this ordinance proceeded.

Councilmember Larson supported the ordinance but felt it would be fair to postpone the item to allow the local businesses time to seek alternatives before the Council took further action.

Councilmember Schulte clarified that he did not sell gasoline in the City and has not since 2006. He expressed concern with how the ordinance would affect the businesses in the City and the residents. He noted he would support delaying the ordinance only if the Council was committed to taking action in reducing the Level 1 crimes in the City, as this was a growing concern to residents. He recommended the item be postponed to a date certain.

Mayor Howe noted comments were received from the public that customers may drive to a neighboring community to buy gas if the ordinance were to proceed.

Councilmember Klint asked if the business community was involved in this process. Police Chief Wise stated the local business owners were invited to a recent meeting and representation was made by Holiday Corp., QuickTrip, Marathon, three independent station owners and several others from SuperAmerica.

Councilmember Klint indicated this issue was similar to the rental licensing process. She did not want to see this issue delayed and that the Council should seriously consider the concerns from the Police Department. She felt the business owners could work out the payment issues after the Ordinance was enacted. There were options available to allow for cash payments.

Mayor Howe addressed the exception in Councilmember Sanders' suggested ordinance.

Councilmember Koch said he was in favor of postponing the item to allow staff time to review the technology available for gas pump payments and allowing for further comments from business owners. He did not want to see the City further regulate this issue unnecessarily if possible. He felt the business owners were capable of addressing this issue themselves.

Councilmember Klint agreed it would be great if the businesses assumed this task. However, with varying sizes of the gas stations, she wanted to be assured the playing field was level.

Councilmember Koch stated this was a free market and the Council did not have the right to regulate this issue.

Councilmember Schulte commented the Council has been reaching out to these businesses since October of 2009 to find a way to address drive-offs.

Councilmember Sanders felt by delaying the ordinance, the time would allow businesses to review how to bring their pumps into compliance.

Councilmember Schulte suggested the Council and staff speak with the City of Fridley and how their pre-pay program was working.

Councilmember Johnson indicated he met with representatives from local businesses and noted he supported the ordinance with Councilmember Sanders' language to the Ordinance with the implementation date pushed back. He expressed frustration that the public has not been engaged until this time. He recommended the Council take the time to receive comments from the public.

Mayor Howe said he was not prepared to take public comment as Council has heard both sides of the argument to date and he interested in hearing new ideas or solutions to this problem. The Council was serious about this issue and was ready to take action to reduce the crime levels in the City. The challenge would be for the local businesses to create solutions to this problem to prevent drive-offs over the coming weeks.

Councilmember Schulte suggested the companies also look into how the rest of the country was preventing drive-offs other than pre-pay pumps.

Mayor Howe indicated Kansas City had a system that identified a customer similar to the process used by Costco.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT AN ORDINANCE ADDING CHAPTER 8-1500, PREPAYMENT FOR GASOLINE AND DIESEL FUEL AND THEREBY AMENDING REVISED CITY CODE – 1982, TITLE 8, HEALTH, SAFETY AND SANITATION, REVISING THE LANGUAGE PRESENTED BY COUNCILMEMBER SANDERS WITH THE IMPLEMENTATION DATE BEING MARCH 1, 2012.

Councilmember Schulte asked if a friendly amendment could be added to include a mandatory work session between now and mid-February to review the ordinance with an amendment if necessary. This would allow the Council to address the concerns raised this evening.

FRIENDLY AMENDMENT: TO HOLD A MANDATORY WORKSHOP BETWEEN NOW AND MID-FEBRUARY TO REVIEW THE ORDINANCE WITH AN AMENDMENT IF NECESSARY.

Councilmember Sanders and Councilmember Klint agreed to the friendly amendment.

Councilmember Koch indicated he would not support the ordinance as it intruded on local businesses. He felt the right ordinance should be created and then passed. He suggested the item be tabled after receiving input from the stakeholders.

Mayor Howe agreed with these comments and questioned if March 1st was the correct date.

Councilmember Sanders recommended the item be tabled to January 24th. City Attorney Hiljus stated a motion to postpone or table could be made even with the motion pending.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER LARSON, TO TABLE ACTION INDEFINITELY ON THE ORDINANCE WITH THE ITEM DISCUSSED AT THE JANUARY 24th CITY COUNCIL WORK SESSION.

THE MOTION PASSED 4-3, COUNCILMEMBERS KLINT, JOHNSON AND SCHULTE OPPOSED.

Councilmember Schulte cautioned the Council from taking no action on this issue. He stated the Police Chief has been extremely clear on the concerns of drive-offs and action had to be taken. He understood this was a politically hot topic that the Council had to address.

Mayor Howe agreed and encouraged the public to attend the January 24th work session meeting to present comments and to discuss the issue further.

Councilmember Koch encouraged the representatives present this evening to discuss the issue amongst them to begin formulating a solution to this concern.

The Council took a short recess at 8:55 p.m.

The meeting reconvened at 8:57 p.m.

B. COON RAPIDS ICE CENTER CONTRACT WITH ANOKA-HENNEPIN SCHOOL DISTRICT

Ice Arena Manager Scott presented a memorandum to Council stating the Anoka-Hennepin School District will use our new Coon Rapids Ice Center (CRIC) as their home ice for both practices and games for the High School Boys and Girls Cardinal Hockey teams.

The School District provides their standard contract which we have slightly modified to specifically address exclusive use and maintenance of certain locker rooms and language covering CRIC access and security. In the future, an addendum to this agreement will be required to outline School District financing for locker room construction. The new agreement also provides for School District rental of the outdoor rink.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO APPROVE THE COON RAPIDS ICE CENTER CONTRACT WITH THE ANOKA-HENNEPIN SCHOOL DISTRICT AND AUTHORIZE EXECUTION OF THE AGREEMENT BY APPROPRIATE CITY OFFICIALS. THE MOTION PASSED UNANIMOUSLY.

C. 2011/2012 COON RAPIDS ICE CENTER USE POLICY

Ice Arena Manager Scott presented a memorandum to Council stating at the November 15, 2011 Council meeting, City Council adopted a resolution establishing rental fees for ice rental for the new Coon Rapids Ice Center. Additional action is needed to consider a policy for the use of the new facility.

The Coon Rapids Ice Center Manager, Craig Scott, has prepared a proposed policy for use of the Ice Center facilities. In addition, he has established room rental rates for the various rooms in the new Ice Center. The new policy is modeled after the current policy in place for the City Center facilities. The policy contains the following components:

- Classification and priority of users
- Description of various areas for rental
- Hours of use
- General rules for facility use
- Supervision
- Liability
- Smoking policy
- Application for use
- Permit for use
- Alcohol
- Fee structure

Mayor Howe requested staff review the user trends over the first winter and summer of use to allow the Council to review this information in the future.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KLINT, TO APPROVE THE POLICY FOR USE OF THE COON RAPIDS ICE CENTER FACILITIES. THE MOTION PASSED UNANIMOUSLY.

13. NEW BUSINESS:

A. ORDER PREPARATION OF FEASIBILITY REPORT FOR STREET RECONSTRUCTION – PROJECT 12-6, 9TH AVENUE – 115TH AVENUE TO OAKWOOD DRIVE

City Engineer Vierzba presented a memorandum to Council stating the City of Anoka is planning to reconstruct streets in the area adjacent to Coon Rapids border, south of Coon Rapids Boulevard. Ninth Avenue is the border street in that area that provides access to Coon Rapids residents. Coon Rapids will share in the costs of street reconstruction and proposes to assess the benefiting properties within Coon Rapids. A feasibility report is required as part of the assessment process. Council is requested to order preparation of a feasibility report at this time.

The City of Anoka has notified City staff that they have plans to reconstruct 9th Avenue, a City border street, in 2012. The street and right-of-way is within the City of Anoka but the street provides access for several Coon Rapids homes that front onto the street. Therefore, it is proposed that Coon Rapids share in the cost of the project and a joint powers agreement will be considered by both City Councils in the near future. The City proposes to assess the properties that benefit from this project at the same rate as any other street reconstruction project within the City. A feasibility report is required before a public hearing can be held.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-6(3) ORDERING PREPARATION OF A FEASIBILITY REPORT. THE MOTION PASSED UNANIMOUSLY.

B. CONSIDERATION OF PROPOSAL FROM SEH, INC. FOR ENGINEERING SERVICES FOR SANITARY SEWER LIFT STATION NO. 1 REPLACEMENT – PROJECT 12-7

City Engineer Vierzba presented a memorandum to Council stating as part of the five year sanitary sewer capital improvement program, we have selected Lift Station No. 1 for replacement in 2012. Lift Station No. 1 is located at 923 88th Avenue. SEH, Inc. has provided engineering services for us as part of our sanitary sewer comprehensive plan and capital improvement program. They have submitted a proposal for engineering services for this project. Consideration of the proposal is requested at this time.

As part of our ongoing capital improvement program, Lift Station No. 1 is planned for replacement in 2012. Lift Station No. 1 services the extreme southwest portion of the City west of East River Road. The proposal from SEH, Inc. is to provide engineering services to prepare a preliminary design report, plans and specifications, assist the City in bidding, and provide inspection services during the construction.

If Council approves the proposal, design work will begin immediately. We plan to have the project bid in the spring with construction beginning in early summer. Completion is planned by the fall of 2012.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KOCH, TO ACCEPT THE PROPOSAL FOR ENGINEERING SERVICES FOR RECONSTRUCTION OF SANITARY SEWER LIFT STATION NO. 1 FROM SEH, INC. AND AUTHORIZE EXECUTION

OF THE AGREEMENT FOR ENGINEERING SERVICES IN ACCORDANCE WITH THE PROPOSAL DATED NOVEMBER 10, 2011. THE MOTION PASSED UNANIMOUSLY.

C. CONSIDERATION OF PROPOSAL FROM SEH, INC. FOR ENGINEERING SERVICES FOR THE 2012 SANITARY SEWER RELINING PROGRAM – PROJECT 12-8

City Engineer Vierzba presented a memorandum to Council stating as part of the five year capital improvement program, we have selected several neighborhoods to continue the sanitary sewer relining program. Relining for 2012 will be done in several areas. SEH has provided engineering services for us as part of our sanitary sewer comprehensive plan and capital improvement program. They have submitted a proposal for engineering services for the relining project. Consideration of the proposal is appropriate at this time.

We are continuing our relining program for our sanitary sewer system that began in 2008. The relining will be done in areas where the clay pipe sanitary sewer exhibits significant maintenance problems. The proposal from SEH, Inc. is to provide engineering services to prepare a preliminary design report, plans and specifications, assist the City in bidding, and provide inspection services during construction for the relining project.

If Council approves the proposal, design work will begin immediately. We plan to have the project bid in early summer with construction beginning in late summer. Completion is planned by fall of 2012.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KLINT, TO ACCEPT THE PROPOSAL FOR ENGINEERING SERVICES FOR SANITARY SEWER RELINING AND AUTHORIZE EXECUTION OF THE AGREEMENT FOR ENGINEERING SERVICES IN ACCORDANCE WITH THE PROPOSAL DATED NOVEMBER 10, 2011. THE MOTION PASSED UNANIMOUSLY.

D. CONSIDERATION OF NEW VEHICLE STORAGE BUILDING – PROJECT 11-28

Public Services Director Gatlin presented a memorandum to Council stating at the Council work session on November 29, 2011, Kodet Architects presented two preliminary design alternates for the proposed vehicle storage building adjacent to the police station. Council reviewed the designs and wishes to proceed with the project.

At the November 29, 2011 work session, Kodet Architects presented design alternates for the new vehicle storage building to be located east of the present police station. Two alternate designs have been reviewed by a staff committee representing various departments who would use the facility.

The two concept designs presented were as follows:

Option 1 - Building design based on the original building budget of $1.5M

Option 2 - Building design based on required space needs to meet current department requirements The two alternates were reviewed in detail by the architect and Council. The two alternates are shown on the attached aerial photos.

After a detailed discussion Council preferred Option 2. This design provides for a building of approximately 19,150 SF and parking for 54 vehicles. In addition, storage space is provided for police and fire needs. Also, a small wash bay and air compressor are included.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER LARSON, TO APPROVE OPTION 2 OF THE PRELIMINARY DESIGN FOR THE PROPOSED VEHICLE STORAGE BUILDING; AUTHORIZE THE ARCHITECT TO PROCEED TO COMPLETE FINAL DESIGN AND CONSTRUCTION DRAWINGS FOR THE PROJECT; AND APPROVE A PROJECT BUDGET OF $2,100,000.

Councilmember Klint commented she did not attend the work session meeting where this item was discussed. She struggled with the expense and need for a building this size.

Councilmember Schulte discussed the proposed option that staff was recommending this evening. He noted the cost of the City's fleet far exceeded $2.1 million and the building would assist the City with maintaining its vehicles.

Mayor Howe indicated he questioned the size and scope of the storage building as well. He noted each piece of equipment the City owns was reviewed at the work session and discussed in great detail. He supported the recommendation from staff.

Councilmember Johnson noted this was an extended conversation held between the Council and Staff at the last work session meeting. He believed the storage building was a wise decision.

Councilmember Koch thanked Councilmember Schulte for his summation at the work session when he stated that the City requires its residents to house vehicles in a garage and that this vehicle storage building would bring the City into compliance.

Public Services Director Gatlin commented the annual operation of the facility was estimated to be $1.90-$2.00 per square foot for lights and heat. This would equate to $3,500 per month.

Councilmember Johnson felt the investment was well work the expense as it would allow first responders and public safety personnel to begin working immediately versus spending the time to warm up vehicles.

Councilmember Klint stated she was not against the building but supported Option 1 over Option 2.

Mayor Howe encouraged the Sustainability Commission to review the building to create options to further to reduce operating expenses.

Councilmember Larson felt Option 2 provided the necessary storage both now and going into the future. She did not want to see a potential expansion back before the Council in the future.

THE MOTION PASSED 6-1, COUNCILMEMBER KLINT OPPOSED.

E. LAND PURCHASE OPTION, ROLLING FRITO LAY SALES LP, 9160 EVERGREEN BOULEVARD

Community Development Specialist Brown presented a memorandum requesting the Council consider a purchase option for Rolling Frito Lay Sales LP to purchase approximately 3 acres of City-owned land at 9160 Evergreen Boulevard.

In 2009, the City entered into an option with Rolling Frito Lay Sales LP to purchase a portion of a 12 acre parcel located across Evergreen Boulevard from its distribution facility. Frito Lay paid the City $10,000 for the option, which expires on December 15, 2011. Because Frito Lay has not executed the option, it wishes to extend it for one additional year. Frito Lay has agreed to pay an additional $10,000 to extend the option through December 15, 2012. Frito Lay proposes an eventual sale price of $4 per square foot, or about $500,000 for the site. The amount of the proposed option is $10,000. The purchase agreement is contingent on Frito Lay completing a survey of the site to determine the exact dimensions of the parcel to be sold and soil borings to ensure suitability for the proposed use. Frito Lay would be required to obtain site plan approval for its new facility within 180 days of executing the purchase agreement.

Previously owned by Shamrock Development, the parcel was donated to the City in 2004 and about half of it is currently used as a public works "boneyard." A protected wetland covers about 6 acres of the site and the remainder contains substantial fill, making it unsuitable for most types of development. Frito Lay wishes to purchase about 3 acres for a future traffic management facility and parking area for its trailers. Frito Lay has few options to expand on its existing site, but would like to remain in its current location. The City should retain several acres of usable land at the site for its existing operations. A portion of the site could also be used for a future water tower. Due to the soil conditions, Frito Lay's proposed use is probably the highest and best use of the land; constructing a larger building would most likely be cost-prohibitive.

Staff recommends that the Council introduce an ordinance approving execution of an option for Rolling Frito Lay Sales LP to purchase the real property at 9160 Evergreen Boulevard. At the December 20 meeting, Council will consider adoption of the ordinance and authorize and direct the Mayor and City Manager to execute the necessary documents to enter into the option.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

F. REDEMPTION OF OUTSTANDING BONDS

Finance Director Legg presented a memorandum to Council stating bonds maturing in 2018 and later of 2002B, G.O. Tax Increment, should be called to save interest costs.

The 2002B, G.O. Tax Increment Bonds are callable on February 1, 2012. The remaining bonds bear interest at rates ranging from 3.55% to 4.7%. Staff is recommending that the bonds maturing in 2018 and later be called as of February 1, 2012. The rates on these range from 4.20 percent to 4.70 percent and outstanding balance of these bonds is $510,000.

Although these are not sufficient funds available in the corresponding tax increment district, the district will incur less interest expense if the bonds are called and the fund runs a deficit balance drawing from the cash available in the City. Presently, City investments are earning roughly 2.25 percent, which is credited to the tax increment district. The present value savings amounts to roughly $78,000. The City also has the option of refunding the bonds, locking in lower rates. However, by doing so, approximately $40,000 would be spent in fees to financial advisors, rating agencies and bond attorneys. By paying off the bonds and using City cash on hand, these costs can be avoided. A six percent or greater investment yield would be needed to pay for the bond issuance fee.

Therefore staff is recommending that the higher cost bonds be called on February 1, 2012.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 11-127 CALLING FOR REDEMPTION OF THE 2018 THROUGH 2025 BONDS OF 2002B, G.O. TAX INCREMENT REVENUE BONDS. THE MOTION PASSED UNANIMOUSLY.

G. 2012 INSURANCE RENEWALS

Finance Director Legg presented a memorandum to Council stating the City's property/liability policy year ended on December 1, 2011. The Worker's Compensation policy is set to expire on January 1, 2012. The League of Minnesota Cities Insurance Trust (L.M.C.I.T.) is in the process of setting the rates and preparing quotations for both of these policies for the coming policy year.

To ensure that there is no lapse in insurance coverage staff has obtained an insurance binder from the L.M.C.I.T. continuing all current policies until the renewal rates can be analyzed. Staff assured Council that the City’s policy had not lapsed and that the City was covered through a binder.

No action is necessary at this time. Staff will make a recommendation for insurance renewals after reviewing the quotations.

H. 2011-2013 LAW ENFORCEMENT LABOR SERVICES LOCAL #207 LABOR AGREEMENT

City Manager Fulton presented a memorandum requesting the Council formally ratify the terms of the negotiated labor agreement for 2011-2013 between the City of Coon Rapids and Law Enforcement Labor Services Local 207 representing the Police bargaining unit.

A three-year (2011-2013) agreement was reached after two formal negotiation sessions. The Law Enforcement Labor Services Local 207 membership voted and ratified the tentative agreement on October 27, 2011.

The substantive terms of the agreement are summarized below.

1. Contract Duration: Three years, calendar years 2011 – 2013.
2. Amend Article 24.1, Injury on Duty, to read as follows:

An officer injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed his/her regular pay by the Employer for 90 work days. The Employer will pay the difference between the officer's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an officer may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the employee to provide a doctor's certificate stating that the employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.

3. Wages: Amend Appendix A to increase wages:

1% increase effective January 1, 2011; 1% increase effective January 1, 2012; 1% increase effective July 1, 2012; 1% increase effective January 1, 2013; and 1.5% increase effective July 1, 2013. Signed contracts have been submitted for execution.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 11-128, APPROVING THE LABOR AGREEMENT BETWEEN THE CITY AND LAW ENFORCEMENT LABOR SERVICES LOCAL #207. THE MOTION PASSED UNANIMOUSLY.

I. 2012-2013 LAW ENFORCEMENT LABOR SERVICES LOCAL #362 AGREEMENT

City Manager Fulton presented a memorandum requesting the Council formally ratify the terms of the negotiated labor agreement for 2012-2013 between the City of Coon Rapids and Law Enforcement Labor Services Local #362 representing the Sergeants bargaining unit.

A two-year (2012-2013) agreement was reached through the collective bargaining process. The Law Enforcement Labor Services Local 362 membership voted and ratified the tentative agreement on November 29, 2011.

The substantive terms of the agreement are summarized below.

1. Contract Duration: Two years, calendar years 2012 – 2013.
2. Amend Article 24.1, Injury on Duty, to read as follows:

An officer injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed his/her regular pay by the Employer for 90 work days. The Employer will pay the difference between the officer's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an officer may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the employee to provide a doctor's certificate stating that the employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.

3. Wages: Amend Appendix A to increase wages:

1% increase effective January 1, 2012; 1% increase effective July 1, 2012; 1% increase effective January 1, 2013; and 1.5% increase effective July 1, 2013. Signed contracts have been submitted for execution.

Staff recommends the Council adopt Resolution No. 11-130, approving the labor agreement between the City and Law Enforcement Labor Services Local 362.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 11-130, APPROVING THE LABOR AGREEMENT BETWEEN THE CITY AND LAW ENFORCEMENT LABOR SERVICES LOCAL #362. THE MOTION PASSED UNANIMOUSLY.

J. INTRODUCE ORDINANCE AMENDING THE CITY'S ZONING MAP, STEVE CULLEY, 325/311/295 NORTHDALE BOULEVARD, PC 11-31

Planner Harlicker presented a memorandum to Council stating the applicants are requesting the introduction of an ordinance rezoning certain properties from Office to Community Commercial.

The proposed action is a change to the land use designation and zoning from *Office* to *Community Commercial*. The area consists of three lots and total 1.52 acres.

Address	Lot Size	Building size	Use
325 Northdale	26,299 sf.	4,797 sf.	Beauty salon
311 Northdale	15,271 sf.	608 sf.	Vacant house
295 Northdale	24,817 sf.	6,450 sf	Vacant building

The subject properties are adjacent to the Community Commercial zoned properties that make up the Foley Boulevard/ Northdale Boulevard commercial area. The abutting properties to the north are a day care center and a municipal water treatment facility. These uses serve as a buffer between the businesses along Northdale Boulevard and the single family neighborhood to the north. The property to the east is a medical office and is zoned Office/PUD. This parcel and Dogwood Street would serve as a buffer to the residences and the school on the east side of Dogwood Street.

Rezoning the subject parcels to *Community Commercial* would be the logical extension of the existing commercial zoning at the intersection Northdale and Foley Boulevards. It is consistent with the *Community Commercial* zoning on the south side of Northdale Boulevard. It would allow the redevelopment or revitalization of the subject parcels in a manner that is compatible and consistent with the other parcels in the commercial node.

The Council should also give consideration to the evaluation criteria found in Section 11- 307 when making their decision on this rezoning request.

Section 11-307 Criteria	**Comments**
Effect of public health, safety, order, convenience, and general welfare in the area.	**OK** - The proposed zoning will not adversely impact area. The property is adjacent to community commercial, office and utility land uses.
Effect on present and potential surrounding land uses.	**OK**– The proposed zoning will not adversely impact the surrounding residential land uses.
Conformance with the Comprehensive Land Use Plan.	**OK** – Assuming the proposed land use amendment is approved, the proposed zone change will be consistent with the City's Comprehensive Land Use Plan. The proposed land use designation is Community Commercial.
Conformance with any applicable development district.	**N/A** – There are is no applicable district plan in this area.

At the Planning Commission meeting held on November 17th, two residents spoke at the public hearing. They were concerned the rezoning would result in increased traffic and noise. The Commission discussed the types of uses allowed in the *Community Commercial* district and compared them to the uses allowed in the *Office* district. Since most of the additional uses allowed in the *Community Commercial* district require a conditional use permit, noise, as well as any other adverse impacts, can be addressed as part of the conditional use permit process.

Some Commissioners believed that the site constraints on the individual properties would limit redevelopment and reuse possibilities to smaller, less intrusive uses.

Other Commissioners thought that since the *Office* district allows many smaller uses such as office and retail that are suitable for these sites, *Office* is the appropriate zoning district. They believed that

the zone change is not required for these properties to be redeveloped or be reused and the proposed change may have detrimental impacts on the area.
Prior to considering the proposed zone change, the Commission made a motion to recommend denial of a proposed Comprehensive Plan amendment from *Office* to *Community Commercial* based on the following:

1. The current land use designation is compatible with the surrounding land use designations and land uses.
2. A change in the land use may have a detrimental impact on the area.
3. A change is not required to allow these parcels to redevelop, the land use designation of office fits more appropriately on these parcels.

The motion failed with a 3:3 vote.

The Commission then made a motion to recommend approval of the proposed zone change based on the following:

1. The proposed rezoning is compatible with the surrounding zoning and land uses.
2. The proposed rezoning would not have an adverse impact on the area.
3. Redeveloping these is parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* zoning to the south and west.
4. The proposed rezoning is consistent with the proposed land use designation of *Community Commercial*.

The motion failed with a 3:3 vote.

Staff recommends the City Council **introduce** the ordinance **approving** the proposed zone change based on the following findings:

1. The proposed rezoning is compatible with the surrounding zoning and land uses.
2. The proposed rezoning would not have an adverse impact on the area.
3. Redeveloping these is parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* zoning to the south and west.
4. The proposed rezoning is consistent with the proposed land use designation of *Community Commercial*.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

K. INTRODUCE ORDINANCE ESTABLISHING A STOP SIGN ON 108TH LANE AT EAGLE STREET

Public Services Director Gatlin presented a memorandum to Council stating Councilmember Sanders contacted City staff regarding traffic issues at 108th Lane and Eagle Street. This request was forwarded to the Traffic Review Committee for review.

The Traffic Review Committee met in the field on November 10, 2011 to evaluate Councilmember Sanders traffic concerns at 108th Lane and Eagle Street. During the field review it was determined that sight distance problems exist at the intersection. Due to a combination of planting materials, electric utility equipment and the curvature of the road on Eagle Street, it is difficult to see when traffic on 108th Lane approaches Eagle Street. Removing vegetation may not completely solve this problem. Because Eagle Street functions as a through street, stopping traffic on 108th Lane to allow adequate visibility is appropriate at the intersection.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

L. INTRODUCE ORDINANCE REGULATING PARKING ON THE SOUTH SIDE OF 128TH AVENUE FROM CROOKED LAKE BOULEVARD TO COON CREEK BOULEVARD

Public Services Director Gatlin presented a memorandum to Council stating this past summer, the Traffic Review Committee received complaints about speeding traffic on 128th Avenue. Upon review, staff discovered that action was taken by the City Council in 1989 to impose parking restrictions on both sides of 128th Avenue from Coon Creek Boulevard to Crooked Lake Boulevard. This was required because of State Aid standards at the time.

Since that date the signs have been removed - apparently by the neighborhood. The Public Works Department reinstalled signs restricting parking on both sides of the street. Residents have requested consideration for removal of parking restrictions on at least one side of the roadway. Consideration of that request is appropriate at this time.

After the recent installation of parking restriction signs on both sides of the street, residents on 128th Avenue between Crooked Lake Boulevard and Coon Creek Boulevard have asked for possible consideration to remove parking restrictions on at least one side. Originally restrictions were imposed because of State Aid standards requiring parking prohibitions on both sides of the street for a roadway of 32 feet in width. These State Aid standards have since been changed to allow a roadway of 32 feet to be posted on one side only for no parking. Staff confirmed this change in the State Aid rules. State Aid has indicated that it is possible to remove the old parking restrictions and restrict parking on one side only, based on the new State Aid standards.

This issue has been discussed with the neighborhood and they would prefer to have parking restrictions imposed on the south side of 128th Avenue, the side with mailboxes. Since State Aid has approved this change based on the rule change, it is appropriate to consider action to repeal former parking restrictions and impose new parking restrictions on the south side only. A resolution and ordinance accomplishing these changes have been prepared for Council consideration.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

14. OTHER BUSINESS

Councilmember Schulte questioned if the sign and fence would be removed in the demolition area along Coon Rapids Boulevard. Public Services Director Gatlin stated he has spoken with the contractor and the sign would be removed, but the fence would remain until the work was completed in the spring.

Councilmember Johnson was pleased with the greenery that remained along this corridor.

Mayor Howe indicated he attended a boys' hockey game at the new arena. He was pleased with the attendance at the game but questioned if the parking lot size was adequate.

Councilmember Sanders agreed this was a concern that the Council should further address.

City Manager Fulton indicated the Council would be holding interviews of potential Planning Commissions next Tuesday, December 13th at 6:15 p.m.

15. ADJOURN

MOTION BY COUNCILMEMBER SANDERS SECONDED BY COUNCILMEMBER LARSON, TO ADJOURN THE MEETING AT 9:30 P.M. THE MOTION PASSED UNANIMOUSLY.

_____
Tim Howe, Mayor

ATTEST:

_____
Cathy Sorensen, City Clerk

UNAPPROVED

COON RAPIDS CITY COUNCIL WORK SESSION OF DECEMBER 13, 2011

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, December 13, 2011, at 6:15 p.m. in Conference Room #1 at Coon Rapids City Hall.

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, and Scott Schulte

Members Absent: None

Staff Present: City Manager Matt Fulton, City Clerk Cathy Sorensen

1. CALL TO ORDER

Mayor Howe called the work session to order at 6:15 p.m.

The City Council conducted interviews for the Planning Commission.

2. PAPERLESS AGENDA FORMAT

Council and staff discussed enhancements for the new paperless Council agenda format.

3. OTHER BUSINESS

There was no other business.

4. ADJOURN

Mayor Howe adjourned the work session at _____ p.m.

Respectfully submitted,

Matt Fulton
City Manager

City Council Addendum **14.**

Meeting Date: 12/20/2011
Subject: Cons. First Amendment to The Harvest Grill Lease at Bunker Hills Golf Club
Submitted For: Matt Fulton, City Manager
From: Cathy Sorensen, City Clerk

Information

INTRODUCTION

Council is asked to consider approving the proposed First Amendment to The Harvest Grill Lease at Bunker Hills Golf Club.

DISCUSSION

Attached is material relating to the proposed first amendment to the Harvest Grill Lease agreement.

The main motivation for this amendment is in recognition of the significant negative impact of the Main Street Reconstruction project on the business operations.

The key elements of the amendment include:

1. The amendment clarifies language in the original lease relating to original equipment purchased by the City and reconfirms responsibility of The Harvest Grill regarding the replacement and upkeep of said equipment.

2. The amendment provides for the City's additional purchase of Harvest Grill equipment, currently being financed through equipment leases in the total amount of $185,541.12, satisfied by two payments. The immediate payment of $100,000 will be followed up by an $85,541.12 payment of the balance at the end of 2012. There will be personal guarantees by Jason and Kim Hines relating to the satisfaction of the lease agreements.

3. The lease amendment identifies the intention of both parties to renegotiate, in good faith, the long term lease for The Harvest Grill Operations. While not stated specifically in the lease amendment, it is expected that a collateralized line of credit will be extended to the Harvest Grill by the City during 2012 with any outstanding balance remaining at the end of 2012 being paid back to the City, with interest, over the balance of the lease term. This will also have a personal guarantee.

4. The amendment provides language that protects the City from any future claims from The Harvest Grill regarding damages that might result from the road closure or reconstruction activity.

ALIGNMENT WITH STRATEGIC VISION

This item relates to all sections of the 2030 Strategic Vision.

RECOMMENDATION

Staff recommends approval of the proposed First Amendment to The Harvest Grill Lease at Bunker Hills Golf Club.

Attachments

First Lease Amendment

FIRST AMENDMENT TO
LEASE AGREEMENT

BUNKER HILLS GOLF COURSE
RESTAURANT AND CATERING PROVIDER

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") made and entered into this 18th day of December, 2011 by and between the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as "City", and Potluck Catering, Inc., d/b/a Town and Country Caterers, a Minnesota corporation, hereinafter referred to as "Tenant."

WITNESSETH:

The City and Tenant entered into a Commercial Lease Agreement dated September 21, 2010 ("the Lease"), concerning the restaurant, banquet facility, and bar and grill portions of the clubhouse at the Bunker Hills Golf Course ("the Golf Course"). The Tenant is now conducting business at the Golf Course doing business as "the Harvest Grill."

The City and the Tenant have determined, after careful consideration, that it is mutually advantageous to modify the City's and Tenant's contributions to certain electronics, equipment and furniture expenditures based on conditions that became known during the construction of the clubhouse but were not known at the time of the Lease.

The City and the Tenant have determined, after careful consideration and extensive negotiation, that it is fair and necessary to modify the Tenant's monthly rent schedule due to adverse business conditions related to Anoka County's design-build reconstruction of County Road 14 (Main Street). At the time of the original lease negotiations Anoka County had not selected its design-build contractor nor was it known that said contractor would cause the complete closure of County Road 14 to through traffic during the project. The reconstruction project closed County Road 14 West of Foley Boulevard in the Fall of 2011. Beginning in the Spring of 2012 County Road 14 will be completely closed both East and West of Foley Boulevard until September of 2012. This reconstruction project has had a substantial detrimental impact on the Tenant's operations in the fall of 2011 and will continue to do so until the Fall of 2012.

This First Amendment seeks to re-confirm the City's and the Tenant's commitment to a successful long-term clubhouse relationship as vital to the public interest in the City of Coon Rapids.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Lease, is hereby amended as follows:

1. DEFINITIONS. All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Lease.

2. TENANT IMPROVEMENTS. Sections A and B of paragraph 17 are hereby amended as follows:

A. Equipment Change Orders. During the construction of the clubhouse the City provided, at the City's expense, certain equipment in addition to the equipment described in Exhibit B to the lease. The additional equipment was purchased by the City per contract change order as follows:

- Contract Change Order #C28-01, dated December 16, 2010, in the amount of $28,564.00.
- Contract Change Order #C28-02, dated March 8, 2011, in the amount of $5,165.00.
- Contract Change Order #C28-03, dated April 27, 2011, in the amount of $26,260.00.

Collectively, these three change orders, in the total amount of $59,989.00, shall be referred to as Exhibit A1-1, attached to this First Amendment. This equipment is, and will be, the property of the City. Use, maintenance, repair and replacement of this equipment shall be the responsibility of the Tenant in the future. Any replacement equipment provided by the Tenant shall be the same or similar model and at least as good quality as that purchased by the City. The Tenant shall notify the City of any such replacement. The Tenant shall use the equipment exclusively for operations as contemplated by the Lease. The equipment and any replacement equipment shall become and remain the property of the City should the Lease be terminated for any reason.

Certain items of equipment on Exhibit A1-1 were designated in the original Lease as the financial responsibility of the Tenant in Exhibit C. Exhibit C is therefore amended by this First Amendment by eliminating these items from Exhibit C, thereby making the initial financial responsibility of these items the responsibility of the City.

B. Point of Sale Hardware, Server and Computer Equipment. The City provided, as part of the construction and at the City's expense, a single location server, point of sale hardware, and five office computers. The single location server separates the Tenant's portion of the point of sale and computer systems from the City's computer network. The server, point of sale hardware and computers are, and will be, the property of the City. The use, maintenance, repair and replacement of the single location server, point of sale hardware and computer systems shall be the responsibility of the Tenant. Any replacement of the single location server or point of sale hardware by the Tenant shall become the property of the City. Any replacement of the office computers shall be the property of the Tenant. The Tenant shall be solely responsible for all costs of the point of sale software. The Tenant shall notify the City in advance of the replacement of the point of sale hardware and/or software and attempt to coordinate the replacement with the City's IT department.

C. Telephones, Internet Service, and Cable Television Service. Section B of Paragraph 19 is hereby modified to the extent the Tenant will arrange and pay for television and internet service to the clubhouse facility that will serve both the Tenant and the City operations through Comcast or a mutually agreeable alternate provider. The City will arrange and pay for telephone equipment and service to the clubhouse facility that will serve both the City and the Tenant through Integra or a mutually agreeable alternate provider. The monthly cost of each of these services is nearly equal. If in the future either party determines it is in their best interests to change providers this paragraph may be renegotiated. The City will at all times own the telephone equipment. The City will be responsible for the maintenance, repair and replacement of the telephone equipment.

D. Fiber Optic Connectivity. The City is a participant in a project to install a fiber optic network to the clubhouse facility. Once the fiber optic network is installed, and if the City subscribes to fiber optic services, the Tenant may request that the City provide the Tenant access to the fiber network. If the Tenant is provided access to the fiber optic network the Tenant will pay to the City its proportionate share of the monthly cost for access.

E. Purchase of Tenant's Equipment and Advance on Lease-To-Own Equipment. The Tenant has purchased and/or entered into lease- to-own contracts for certain equipment purchased or leased in the total amount of $185,541.12. This equipment is detailed in the lease-to-own agreements and equipment lists as Exhibit A1-2, attached to this First Amendment and incorporated herein. The City shall purchase the equipment in Exhibit A1-2 from the Tenant in the total amount of $185,541.12. The City shall pay said amount to the Tenant in two installments. The first installment in the amount of $100,000 shall be paid and advanced by the City upon the execution of this First Amendment. The second installment in the amount of $85,541.12 shall be due on December 14, 2012. Upon execution of this agreement the Tenant shall sign all right title and interest in the equipment to the City in the form of a Bill of Sale, attached as Exhibit A1-3 to this First Amendment. The Tenant shall endeavor to pre-pay and pay in full all lease-to-own agreements by December 14, 2012. The final installment will be paid to the Tenant upon proof that all lease-to-own agreements have been paid in full.

It is expressly understood by the City and the Tenant that title to the equipment and any equity in the leased equipment shall immediately vest in the City, subject to the payment terms of the Tenant's lease-to-own agreements. The Tenant hereby agrees to continue to make timely payments on the leases until the equipment has been paid in full under the terms of the leases. To ensure clear title to the equipment and the payments under the lease-to-own agreements Jason Hines and Kim T. Hines will sign this First Amendment personally and individually as a personal guaranty that all payments will be made. Because the lease-to-own agreements exist under the corporate entity KB & J's Enterprises, Inc., Jason Hines and Kimberly T. Hines will sign this First Amendment as Officers and on behalf of KB & J's Enterprises, Inc. It is the express intent of the parties that KB & J's Enterprises, Inc. be bound by the terms of this First Amendment as they relate to the payment obligations under the lease-to-own agreements in Exhibit A1-2. Should the Tenant and/or KB & J's Enterprises, Inc. fail to make a monthly payment

under the lease-to-own agreements the City may immediately seek payment in full of all amounts owing under the lease-to-own agreements from the personal guaranty.

3. UTILITIES AND SERVICES. Paragraph 19 of the Lease is hereby amended to eliminate the May 1, 2011 utility payment of $5,000. During May of 2011 the Tenant was operating from a temporary tent and drawing little electrical or other utility services. Utility payments shall otherwise be consistent with Paragraph 19 of the Lease.

4. CLUBHOUSE FURNITURE. At the time Lease was executed the City had included funds for the purchase of clubhouse furniture in the project budget but had not bid the furniture package. The City and the Tenant anticipated that the furniture would be paid for by the City. The City purchased the furniture in June of 2011. The City paid for all furniture in the clubhouse as part of the project budget. The City's purchase of the furniture for the clubhouse included the furniture to be used by the Tenant in its operations under the Lease. All furniture is, and will be, the property of the City. Use, maintenance, repair and replacement of the furniture that is used in the Tenant's operations, shall be the responsibility of the Tenant. Repair and replacement of the furniture shall be done based upon customary standards in the Tenant's line of business. Any replacement furniture shall be the same or similar model of at least as good quality as that purchased by the City. The Tenant shall notify the City of any such replacement. The Tenant shall use the furniture exclusively for operations as contemplated in the Lease. The furniture and any replacement furniture shall become and remain the property of the City should the Lease be terminated for any reason.

6. GOOD FAITH NEGOTIATIONS. Due to the reconstruction of County Road 14 and the impact on the Tenant's operations in 2011 and 2012 the City and the Tenant have begun negotiations on a re-structured relationship related to the Tenant's operations. These negotiations are intended to result in a relationship that will allow the Tenant to continue to operate until the reconstruction project is completed in 2012 and allow the City to recoup any lost rent and/or operational advance funding occurring during the reconstruction project. The City and the Tenant have not yet finalized these negotiations. The City and the Tenant hereby agree to negotiate in good faith to re-structure the Lease. However, no such agreement shall be effective until the agreement is reduced to writing and lawfully executed by both parties.

7. SETTLEMENT AND WAIVER. The terms of this First Amendment and acceptance by the Tenant of the first installment as stated in paragraph 2.E. are expressly intended to settle any claim the Tenant may have allege against the City related to the County's re-construction of County Road 14, including the timing of road closures and the impact on the Tenant's operations. This settlement and waiver includes any and all allegations or claims by the Tenant that the City failed to disclose the reconstruction project or the road closures and any claims by the Tenant that the City misrepresented any material fact as inducement to enter into the Lease. The Tenant hereby waives any future claims for past, present or future lost profits, business interruption, condemnation or any other claims that may now or in the future legally exist related to the re-construction project.

8. FULL FORCE AND EFFECT. Except as expressly amended by the provisions of this First Amendment, the terms and conditions contained in the Lease shall continue to govern

the rights and obligations of the parties and the Lease shall remain in full force and effect until and unless expressly modified by the parties in writing.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matt Fulton, City Manager

POTLUCK CATERING, INC.

By: _____
Jason Hines, Owner and Operator

KB & J'S ENTERPRISES, INC.

By: _____
Jason Hines

By: _____
Kim T. Hines

CONTINUING PERSONAL GUARANTY

As additional inducement for the City to enter into this First Amendment, the undersigned jointly and severally and unconditionally guarantees that the Tenant will make all payments and meet any and all debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired under this First Amendment and the Lease fully and promptly, including making timely payments on the Tenant's equipment leases. The undersigned agrees that the City may make other arrangements including compromise or settlement with the Tenant and the undersigned waives all defenses and notice of those changes and will remain responsible for the payment and obligations of this First Amendment and the

Lease, including making timely payments on the Tenant's equipment leases. If the Tenant defaults, the undersigned will immediately pay all sums due under the terms of the First Amendment the Lease and the equipment leases. If it is necessary for the City to proceed legally to enforce this Guaranty, the undersigned expressly consents to the jurisdiction of the State of Minnesota, Tenth Judicial District, with venue in Anoka County and to pay all costs, including attorneys fees incurred in enforcement of this guaranty and waives any right to a jury trial. It is not necessary for the City to proceed first against the tenant before enforcing this guaranty.

Kim T. Hines	X	
Name of Guarantor	Signature	Dated

Jason Hines	X	
Name of Guarantor	Signature	Dated

EXHIBIT A1-1

AMCON
Design/Build | Construction Management
General Contracting

Contract Change

Bunker Hills Contractors
Coon Rapids MN

Job # 227
Change Order # C28-01 Rev
Date Issued 12/16/2010

Item	PR #	Description	Amount
1	006	Additional Items per PR 6. See attached breakdown and description from Strategic	28,564

Total This Change Order	28,564
Original Contract Amount	270,512
Previous Changes	0
Previous Contract Amount	270,512
This Change	28,564
Revised Contract Amount	299,076

Contractor
C-28 Strategic Equipment & Supply
1330 Edmonson Ave
Monticello MN 55362

Food Service Design

By [redacted]

Date 12-22-10

Owner
City of Coon Rapids

By [redacted]

Date 1-3-11

Contractor - Please sign and return one copy to Amcon Construction

1715 Yankee Doodle Road, Suite 200 | Eagan, MN 55121-1616 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

www.strategicequipment.com

10/13/2010

Quote

To: BUNKER HILLS
Coon Rapids, MN

From:
Jim Palm

Phone: 0

Item	Qty		Description	Sell Each	Sell Total
14	2	ea	SINK, HAND Select Stainless Model No. PL-SHS-1 Packed: each Production Line Hand Sink, wall mount, 10" front-to-back x 14" wide x 6" deep, 18/300 s/s, 7" backsplash with gooseneck faucet, non-drop edges on 3 sides, includes basket drain & mounting brackets	100.00	200.00
44A	1	ea	WALK-IN COOLER FLOOR Custom Model No. WALK-IN COOLER FLOOR Custom 4" thick insulated walk-in cooler floor (.100 diamond tread) and built-in ramp.	1,610.00	1,610.00
47A	1	ea	WALK-IN COOLER FLOOR Custom Model No. WALK-IN COOLER FLOOR Custom 4" thick insulated walk-in cooler floor (.100 diamond tread) and built-in ramp.	1,610.00	1,610.00
317	1	ea	REMOTE BEER SYSTEM Wunder-Bar Model No. REMOTE BEER SYST Remote Beer System to include (3) 2 product beer towers with s/s finish, drip pan, 300' 0" insulated beer line 1/2 h.p., refrigeration system/condensing unit, empty keg detectors, installation accessory package with clamps, fittings. Includes upgraded system in main bar from 6 product to 8 product	12,700.00	12,700.00
502	1	ea	REFRIGERATED COUNTER, SANDWICH TOP Delfield Model No. UC4432N-12M Mega Top Refrigerator, Reduced Height, single-section, 32"W, 6.9 cu. ft, (1) door, stainless steel top w/polyethylene cutting board & (12) 1/6 size plastic pans, stainless steel front & sides, ABS interior sides, 2" casters, front-breathing rear-mounted refrigeration system, 1/5 hp	2,123.00	2,123.00
	1	ea	115v/60/1-ph, 7.2 amps, NEMA 5-15P, standard		
	1	ea	Self-Contained refrigeration, std,		
	1	ea	5 year compressor warranty (net)	95.00	95.00
504	1	ea	HOT DOG STEAMER Star Mfg. Model No. 35SSA Packed: each Hot Dog Steamer w/Juice Tray, side-by-side hot dog steamer/bun warmer, capacity 170 hot dogs & 18 buns, tempered glass doors, stainless steel construction, 800w	465.00	465.00
	1	ea	1 Yr, parts & labor warranty, std.		
	1	ea	120v/60/1-ph, 800 watt, std.		
505	1	ea	SANDWICH GRILL/TOASTER Star Mfg. Model No. GX10IG Packed: each Grill Express™ Two-Sided Grill, electric, 10"w fixed lower grill, hinged upper grill, grooved iron grill plates, thermostatic control, stainless steel front & sides	510.00	510.00
	1	ea	1 Yr, parts & labor warranty, std.		
	1	ea	120v/60/1-ph, 1.40 kw, std.		
510	1	ea	REFRIGERATED COUNTER, WORK TOP Delfield Model No. ST4472N	2,812.00	2,812.00

Item	Qty		Description	Sell Each	Sell Total
			Work Top Refrigerator, three-section, 72"W, 18.7 cu. ft. (3) doors, stainless steel top w/4" backsplash, stainless steel front & sides, ABS interior sides, 5" casters; 2 locking, front-breathing rear-mounted (R404A) refrigeration system 1/2 hp		
	1	ea	115v/60/1-ph, 3.9 amps, NEMA 5-15P, standard		
	1	ea	5 year compressor warranty (net)	95.00	95.00
511	1	ea	STAINLESS COUNTER	2,907.00	2,907.00
			Select Stainless Model No. S/S COUNTER		
			9' 0" x 2' 6" enclosed base stainless steel serving counter with open shelving base, 6" back and right end splash.		
901	1	ea	FREIGHT	700.00	700.00
			Custom Model No. FREIGHT		
			Factory freight charges to Minneapolis warehouse		
902	1	ea	INSTALLATION	900.00	900.00
			Custom Model No. INSTALL		
			Strategic Installation to include receiving, storage, delivery to jobsite, incrate and set-in-place all equipment. Plumbing/Electrical connections by others.		
				Merchandise	26,727.00
				Sales Tax (6.875%)	1,837.48
				Total	28,564.48

Acceptance: _____ Date: _____

Printed Name: _____

AMCON
Design/Build | Construction Management
General Contracting

Contract Change

Bunker Hills Contractors
Coon Rapids MN

Job # 227
Change Order # C28-02
Date Issued 3/8/2011

Item	PR #	Description	Amount
1		Add 36" char-broiler on the main cook line, a new freezer in the halfway house, upgrade the remote beer package from an 8 product to 12 product system	5,165

Total This Change Order	5,165
Original Contract Amount	270,512
Previous Changes	28,564
Previous Contract Amount	299,076
This Change	5,165
Revised Contract Amount	304,241

Contractor
C-28 Strategic Equipment & Supply
1330 Edmonson Ave
Monticello MN 55362

Food Service Design

By [redacted]

Date 3/18/11

Owner
City of Coon Rapids

By [redacted]

Date 5/2/11

Contractor - Please sign and return one copy to Amcon Construction

2

1715 Yankee Doodle Road, Suite 200 | Eagan, MN 55121-1616 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

AMCON
Design/Build | Construction Management
General Contracting

Contract Change

Bunker Hills Contractors
Coon Rapids MN

Job # 227
Change Order # C28-03
Date Issued 4/27/2011

Item	PR #	Description	Amount
1		Additional kitchen equipment items per the attached list and breakdown dated 3/30/11	26,260

Total This Change Order	**26,260**
Original Contract Amount	270,512
Previous Changes	33,729
Previous Contract Amount	304,241
This Change	26,260
Revised Contract Amount	330,501

Contractor
C-28 Strategic Equipment & Supply
1330 Edmonson Ave
Monticello MN 55362

Food Service Design

By [redacted]

Date 5/2/11

Owner
City of Coon Rapids

By [redacted]

Date 5/10/11

Contractor - Please sign and return one copy to Amcon Construction

2

www.strategicequipment.com

Quotation

3/30/2011
BUNKER_1

To: Amcon Construction
1715 Yankee Doodle Rd
Eagan, MN 55121

From:
Jim Palm

Phone: 0

Project: Bunker Hills Golf Club
12800 Bunker Prairie Road
Coon Rapids, MN 55448

Item	Qty		Description	Sell Each	Sell Total
3	1	ea	**SHELVING UNIT** Eagle Group Model No. SHELVING UNIT **Extended Total for Item No. 3: 150.00**	150.00	150.00
19C	1	ea	**FOOD SLICER, ELECTRIC** Berkel Inc. Model No. 827A Packed: each Slicer, manual, 45° angled gravity feed, 12" dia. C.S. knife, cast aluminum base, belt-driven blade assembly, built in sharpener, 6' cord & plug, 1/2 HP	1,160.00	1,160.00
	1	ea	***1 year parts, service & travel warranty, std.***		
	1	ea	***115v/60/1-ph, 2.5 amps, std.*** **Extended Total for Item No. 19C: 1,160.00**		
23	2	ea	**BANQUET CABINET CART, HEATED** Alto-Shaam Inc. Model No. 1000-BQ2/128 Packed: each HaloHeat® Banquet Cart, 128 plate capacity, dutch doors, thermostatic controls, on/off power switch, adjustable temperature knob, digital display, stainless steel construction, 6" heavy duty casters; 2 rigid, 2 swivel with brakes, EnergyStar® rated, EcoSmart®, cUL, CE	4,620.00	9,240.00
	2	ea	***120v/60/1, 16.7amps, 2.0kW, NEMA 5-20P*** **Extended Total for Item No. 23: 9,240.00**		
33	15	ea	**BUN PAN RACK, MOBILE (18"X26")** Kelmax Equipment Model No. APRE2018-3 Packed: each Pan Rack, mobile, medium duty, round top, holds (20) 18"x26" bun or sheet pans, slides on 3" centers, all-welded aluminum construction, end loading, 70"H, 5" standard duty casters, NSF **Extended Total for Item No. 33: 2,940.00**	196.00	2,940.00
43	1	ea	**SHELVING PACKAGE** Eagle Group Model No. SHELVING Walk-In Shelving Package **Extended Total for Item No. 43: 900.00**	900.00	900.00
46	1	ea	**SHELVING PACKAGE** Eagle Group Model No. SHELVING Walk-In Shelving Package **Extended Total for Item No. 46: 900.00**	900.00	900.00
49	1	ea	**SHELVING PACKAGE** Eagle Group Model No. SHELVING Walk-In Shelving Package **Extended Total for Item No. 49: 900.00**	900.00	900.00

Item	Qty		Description	Sell Each	Sell Total
53	2	ea	**ICE BIN, MOBILE** Cambro Model No. ICS125L110 Packed: each SlidingLid™ Ice Caddy, mobile, 29-1/4"H, 125-lb capacity, lid slides back & under, polyethylene body with foam insulation, molded in handles, recessed front drain faucet, no assembly required, (4) 5" casters (2 fixed, 2 swivel-1 with brake), black, NSF **Extended Total for Item No. 53: 960.00**	480.00	960.00
67	2	ea	**SHELVING UNIT** Eagle Group Model No. SHELVING UNIT 24" x 48" Shelving Units **Extended Total for Item No. 67: 360.00**	180.00	360.00
404	1	ea	**SHELVING PACKAGE** Eagle Group Model No. SHELVING Walk-in Beer Cooler shelving package to include wire shelving units and keg racks. **Extended Total for Item No. 404: 3,000.00**	3,000.00	3,000.00
901	1	ea	**FREIGHT** Custom Model No. FREIGHT **Extended Total for Item No. 901: 525.00**	525.00	525.00
902	1	ea	**INSTALL** Custom Model No. INSTALL **Extended Total for Item No. 902: 1,350.00**	1,350.00	1,350.00
504	-1	ea	**HOT DOG STEAMER** Star Mfg. Model No. 35SSA Packed: each Hot Dog Steamer w/Juice Tray, side-by-side hot dog steamer/bun warmer, capacity 170 hot dogs & 18 buns, tempered glass doors, stainless steel construction, 800w	465.00	-465.00
	-1	ea	***1 Yr, parts & labor warranty, std.***		
	-1	ea	***120v/60/1-ph, 800 watt, std.*** **Extended Total for Item No. 504: -465.00**		
504A	1	ea	**HOT DOG STEAMER** Star Mfg. Model No. 70SSA Packed: each Hot Dog Steamer w/Juice Tray, side-by-side hot dog steamer/bun warmer, capacity 230 hot dogs & 36 buns, tempered glass doors, stainless steel construction, 1000w	745.00	745.00
	1	ea	***1 Yr, parts & labor warranty, std.***		
	1	ea	***120v/60/1-ph, 1.0 kw, std.***		
	1	ea	***70D Hot Dog Tray, for 70SSA*** **Extended Total for Item No. 504A: 835.00**	90.00	90.00
505	1	ea	**SANDWICH GRILL/TOASTER** Star Mfg. Model No. GX10IG Packed: each Grill Express™ Two-Sided Grill, electric, 10"w fixed lower grill, hinged upper grill, grooved iron grill plates, thermostatic control, stainless steel front & sides	510.00	510.00
	1	ea	***1 Yr, parts & labor warranty, std.***		
	1	ea	***120v/60/1-ph, 1.40 kw, std.*** **Extended Total for Item No. 505: 510.00**		

Item	Qty		Description	Sell Each	Sell Total
511	1	ea	**FABRICATION** STRATEGIC EQUIPMENT & SUPPLY Model No. FAB Custom 10'-0" stainless wall shelf. **Extended Total for Item No. 511: 463.00**	463.00	463.00
512	1	ea	**MICROWAVE OVEN** Panasonic Model No. NE-1054 Packed: each Pro Microwave Oven, 1000 Watts, single shelf, 10 programmable memory pads, double quantity pad, Braille touch-control keypad, 6 power levels, bottom energy feed, stainless steel door, digital display, cavity: 13"Wx13"Dx8-1/16"H, 120v/60/1-ph, 13.4 amps, UL, NSF	245.00	245.00
	1	ea	***1 year parts & labor warranty***		
	1	ea	***NEMA 5-15P*** **Extended Total for Item No. 512: 245.00**		
513	1	ea	**FABRICATION** STRATEGIC EQUIPMENT & SUPPLY Model No. FAB Cutting boards for Delfield prep tables. **Extended Total for Item No. 513: 598.00**	598.00	598.00
			Total		24,571.00
			Sales Tax (@6.875%)		1,689.26
			Grand Total		26,260.26

Acceptance: _____ Date: _____

Printed Name: _____

EXHIBIT A1-2

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
1			BERTOLINI		1	$ 0.00	$ 0.00
2	bertolini	91846	Posture titan VBE w/handle	CH-01	400	$ 123.66	$ 49,464.00
3	Momentem		jargon coconut	UP-24 (CH-01A)	1	$ 0.00	$ 0.00
4	Momentem	09109395	canter sablle Vinyl	UP-25 (CH-01B)	1	$ 0.00	$ 0.00
5	bertolini	loop dolly	Banquet Chair Loop Dolly	DO-01	4	$ 106.99	$ 427.96
6			FREIGHT		1	$ 2,451.61	$ 2,451.61
sub			**Subtotal**				**$ 52,343.57**
7			MAYWOOD		1	$ 0.00	$ 0.00
8	Maywood	DFORG6072OVAI	Oval Table 7110T Montana Walnut	TT-01	40	$ 334.78	$ 13,391.20
9	Maywood	DFORIG3096	30 x 96 Rectangle Table	TT-03	16	$ 177.98	$ 2,847.68
10	Maywood	DFORIG6030CR4	Crescent Table 4/circle	TT-29	6	$ 299.89	$ 1,799.34
11	Maywood	MTTRUCK	Banquet Table Dolly	DO-02	5	$ 272.45	$ 1,362.25
12	Maywood	MF30RDPED42	Pedestal tables-Mayfoam 30" round Cocktail Table 42"h	TT-27	5	$ 128.19	$ 640.95
13	Maywood		Freight		1	$ 1,774.19	$ 1,774.19
sub			**Subtotal**				**$ 21,815.61**
14			AMERICAN DRAPE		1	$ 0.00	$ 0.00
15	American Drape		Pinch pleat	DR-11	1	$ 0.00	$ 0.00
16	American Drape		Lining	FB-01A	1	$ 0.00	$ 0.00
17	American Drape		Over Drapery	FB-01B	1	$ 0.00	$ 0.00
18	American Drape		Faux Wood Blinds	WT-11	1	$ 0.00	$ 0.00
19	American Drape		Black Out Shade	BO-11	1	$ 0.00	$ 0.00
20	American Drape		1/2' Micro Blinds	MB-11	1	$ 0.00	$ 0.00
21	American Drape		1/2 Micro Blinds	MB-01	1	$ 0.00	$ 0.00
22	American Drape		2" Fuax Wood Blinds	WT-01	1	$ 0.00	$ 0.00
23	American Drape		1/2" Micro Blinds	MB-03	1	$ 0.00	$ 0.00
24	American Drape		2" Fuax Wood Blinds	WT-03	1	$ 0.00	$ 0.00
25	American Drape		2" Fuax Wood Blinds	WT-08	1	$ 0.00	$ 0.00
26	American Drape		2" Fuax Wood Blinds	WT-09	1	$ 0.00	$ 0.00
27	American Drape		1/2" Micro Blinds	MB-02	1	$ 0.00	$ 0.00

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
28	American Drape		2" Fuax Wood Blinds	WT-02	1	$ 0.00	$ 0.00
29	American Drape		2" Fuax Wood Blinds	WT-04	1	$ 0.00	$ 0.00
30	American Drape		2" Fuax Wood Blinds	WT-07	1	$ 0.00	$ 0.00
31	American Drape		2" Fuax Wood Blinds	WT-10	1	$ 0.00	$ 0.00
32	American Drape		Pinch Pleated		1	$ 11,285.89	$ 11,285.89
33	American Drape		1/2" Micro Blinds		1	$ 5,818.95	$ 5,818.95
34	American Drape		BLACKOUT SHADES per Specification, shades for special function included in above	BO-11	31	$ 0.00	$ 0.00
35	American Drape		Faux Wood Blinds		1	$ 21,669.98	$ 21,669.98
sub			**Subtotal**				**$ 38,774.82**
36			DANCE FLOOR		1	$ 0.00	$ 0.00
37	Sico		Portable Dance floor	DF-01	1	$ 15,458.60	$ 15,458.60
38			STAGE		1	$ 0.00	$ 0.00
39	Sico		X Press Folging Stages	ST-01	1	$ 18,607.53	$ 18,607.53
sub			**Subtotal**				**$ 34,066.13**
40			SOUTHFIELD CHAIRS		1	$ 0.00	$ 0.00
41	Southfield	315-1	Armless Chair Brides Room	CH-02	2	$ 268.82	$ 537.64
42	loomsource		Portal Earth	UP-02 (CH-02)	1	$ 0.00	$ 0.00
43	SouthField	336-1	Lounge Chair	CH-18	1	$ 510.75	$ 510.75
44	loomsource		Pronto Olive	UP-03 (CH-18)	1	$ 0.00	$ 0.00
45	Southfield	920	Task Chair	CH-03	16	$ 241.94	$ 3,871.04
46	Mayer fabric	AQ-019	Brick	UP-05 (CH-03)	1	$ 0.00	$ 0.00
47	Southfield	348-1	Golfer Lounge-arm Chair COM 6 yds per Chair	CH-15	2	$ 268.82	$ 537.64
48	Arc Com	AC-68373	Ashanti Tangerine #4	UP-21 (CH-15A)	12	$ 43.71	$ 524.52
49	Southfield	176-3	Queen Sofa COM 17.5 yds	SF-01	1	$ 505.38	$ 505.38
50	Mayer	605-010	Classic Velvet Mink	UP-20 (SF-01A)	17	$ 27.37	$ 465.29
51			Freight		1	$ 1,505.38	$ 1,505.38
sub			**Subtotal**				**$ 8,457.64**
52			PARKER SOUTHERN		1	$ 0.00	$ 0.00
53	Parker Southern	101-C	Golfer Lounge-arm Chair	CH-07	2	$ 294.62	$ 589.24
54	loomsource	Pronto	Clay com yds per each chair	UP-23 (CH-07A)	7	$ 19.78	$ 138.46

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
55	Parker Southern	131-C	Parker Southern Chair	CH-17	2	$ 317.20	$ 634.40
56	loomsource		COM Fabric Ethos Mirror	UP-04 (CH-17)	7	$ 0.00	$ 0.00
57			freight		1	$ 105.38	$ 105.38
sub			**Subtotal**				**$ 1,467.48**
58			THOMASVILLE		1	$ 0.00	$ 0.00
59	Thomasville	40431-210	Bridges 2.0 End Table	TT-09	1	$ 273.74	$ 273.74
60	Thomasville	44431-210	Drawer End Table	TT-14	2	$ 424.55	$ 849.10
61	Thomasville	44431-130	Storage Coffee Table	TT-19	1	$ 593.63	$ 593.63
62			Freight		1	$ 167.74	$ 167.74
sub			**Subtotal**				**$ 1,884.21**
63			COX MANUFACTURING		1	$ 0.00	$ 0.00
64	Cox Manufacturing	620	Vanity stool COM 1.25 yds per chair	VS-01	3	$ 360.00	$ 1,080.00
65	loomsource		Snug Jute 3.75	UP-01 (VS-01)	4	$ 20.75	$ 83.00
66			Freight		1	$ 155.91	$ 155.91
sub			**Subtotal**				**$ 1,318.91**
67			VANGUARD		1	$ 0.00	$ 0.00
68	Vanguard	P311E-PM	Side Table Chairside Tier	TT-10	1	$ 424.52	$ 424.52
69			Freight		1	$ 55.18	$ 55.18
sub			**Subtotal**				**$ 479.70**
70			CENTURY & RK International		1	$ 0.00	$ 0.00
71	Century Furniture	42H-721	Huntboard Console Table	TT-11	1	$ 1,483.87	$ 1,483.87
72	RK International	BP7818BL CP3617BL	Custom Drawer pulls 4 pulls per piece	DP-01 (TT-11)	1	$ 5.57	$ 5.57
73	Century Furniture	42H-721	Huntboard Console Table	TT-21	2	$ 1,483.87	$ 2,967.74
74	RK International	BP7818BL CP3617BL	Custom Drawer pulls 4 pulls per piece	DP-02 (TT-21)	2	$ 5.57	$ 11.14
75	Century Furniture	42H-721	Console Table	TT-13	1	$ 1,483.87	$ 1,483.87
76	RK International	CF5260RB	Custom Drawer pulls 4 pulls per piece	DP-03 (TT-13)	1	$ 5.57	$ 5.57
77			Freight		1	$ 578.49	$ 578.49
sub			**Subtotal**				**$ 6,536.25**
78			KRUG Conference Table		1	$ 0.00	$ 0.00
79	Krug		Boat Shaped Talbe 216 x 54 x 48	TT-04	1	$ 5,041.94	$ 5,041.94
80			freight included		1	$ 0.00	$ 0.00

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
sub			Subtotal				$ 5,041.94
81			WAYMAR SEATING		1	$ 0.00	$ 0.00
82	Waymar	C703-L	Family Dining-Chair	CH-14	33	$ 245.46	$ 8,100.18
83	Arc Com	AC-68391	Mocha #12	UP-06 (CH-14A)	25	$ 53.49	$ 1,337.25
84	Mayer	Cayenne	Jekyll & Hyde II Cayenne	UP-07 (CH-14B)	14	$ 21.99	$ 307.86
85					1	$ 0.00	$ 0.00
86	Waymar	C703-L	Family Dining-Chair	CH-24	33	$ 265.32	$ 8,755.56
87	HBF	849-43	Boucle Check Lacquer	UP-08 (CH-24A)	25	$ 48.39	$ 1,209.75
88	Mayer	Chestnut	Jekyll & Hyde II Chestnut	UP-09 (CH-24B)	14	$ 21.99	$ 307.86
89					1	$ 0.00	$ 0.00
90	Waymar	C703-S	Golf Grill Small Farm House Chair-2 rungs	CH-05	38	$ 199.49	$ 7,580.62
91	Mayer	Cayenne	Jekyll & Hyde II Cayenne	UP-15 (CH-05A)	15	$ 21.99	$ 329.85
92					1	$ 0.00	$ 0.00
93	Waymar	C703-L	Lobby Farmhouse Chair w/ Standard rush seat	CH-06	2	$ 171.37	$ 342.74
94	Waymar	C703-L	Farmhouse Chair w/ Standard rush seat	CH-04	8	$ 171.37	$ 1,370.96
95					1	$ 0.00	$ 0.00
96	Waymar	B-703S	Golf Grill Bar Stool Small Farm House Stool	BS-01	27	$ 222.48	$ 6,006.96
97	Mayer	Antique II	Sepia	UP-13 (BS-01A)	12	$ 23.06	$ 276.72
sub			Subtotal				$ 35,926.31
98			BGD Booths		1	$ 0.00	$ 0.00
99	BGD Companies	eastwood custom 6100	Family Dining Booth "U"	BH-01	1	$ 2,284.95	$ 2,284.95
100	Momentum		Melodeon Poppy	UP-10 (BH-01A)	1	$ 0.00	$ 0.00
101	Mayer		Antique II Almond	UP-11 (BH-01B)	1	$ 0.00	$ 0.00
102					1	$ 0.00	$ 0.00
103	BGD Companies	eastwood custom 6100	Family Dining Booth Single Standard	BH-02	4	$ 510.75	$ 2,043.00
104	Arc Com	AC-68453	Tangerine #4	UP-14 (BH-02A)	1	$ 0.00	$ 0.00
105	Mayer		Antique II Almond	UP-12 (BH-02B)	1	$ 0.00	$ 0.00
106					1	$ 0.00	$ 0.00
107	BGD Companies	eastwood custom 6100	Golf Grill-Banquette	BH-03	1	$ 1,253.76	$ 1,253.76

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
108	Mayer		Antique II Almond	UP-16 (BH-03B)	1	$ 0.00	$ 0.00
109	Designtex	3317-701	Well Rounded Amber	UP-17 (BH-03A)	1	$ 0.00	$ 0.00
110					1	$ 0.00	$ 0.00
111	BGD Companies	eastwood custom 6100	Golf Grill-Banquette	BH-04	1	$ 603.23	$ 603.23
112	Mayer		Antique II Almond	UP-18 (BH-04B)	1	$ 0.00	$ 0.00
113	Designtex	3317-701	Well Rounded Amber	UP-19 (BH-04A)	1	$ 0.00	$ 0.00
114					1	$ 0.00	$ 0.00
115	BGD Companies	eastwood custom 6100	Family Dining Booth "U"	BH-05	1	$ 2,284.95	$ 2,284.95
116	Momentum		Melodeon Poppy	UP-26 (BH-05A)	1	$ 0.00	$ 0.00
117	Mayer		Antique II Almond	UP-27 (BH-05B)	1	$ 0.00	$ 0.00
118			Install and Delivery		1	$ 1,578.49	$ 1,578.49
119			Coil Seat Option add $640.00		1	$ 0.00	$ 0.00
sub			**Subtotal**				**$ 10,048.38**
120			WAYMAR Tables		1	$ 0.00	$ 0.00
121	Waymar	SB-01BB-48-D	Family Dining-Round Table	TT-05	3	$ 408.53	$ 1,225.59
122	Waymar	1836-30-4-15Q-BL	Family Dining sit-down heightTable Base	TB-05	3	$ 55.89	$ 167.67
123	Waymar	SB-01BB-3636-SQ	Family Dining-Round Table 36 Sq. Beech-Butcher Block	TT-06	12	$ 257.97	$ 3,095.64
124	Waymar	1830-30-3-15Q-BL	Family Dining sit-down height Table Base 3" column	TB-06	12	$ 36.04	$ 432.48
125	Waymar	SB-01BB-3648-4R	Family Dining-U Booth Round Table	TT-07	1	$ 391.19	$ 391.19
126	Waymar	1836-30-4-15Q-BL	Family Dining sit-down height Table Base	TB-07	1	$ 55.89	$ 55.89
127	Waymar	SB-01BB-3660-SQ	Family Dining-U Booth Table 54 x 34	TT-08	1	$ 384.42	$ 384.42
128	Waymar	1825-30-3-15Q-BL	sit-down height Table Base 3" column	TB-08	2	$ 27.22	$ 54.44
129	Waymar	SB-01BB-3030-SQ	Golf Grill-Square Table 30 Sq. Beech-Butcher Block w/sq.corners	TT-12	4	$ 182.69	$ 730.76
130	Waymar	1822-30-3-15Q-BL	sit-down height Table Base 3" column	TB-12	4	$ 28.31	$ 113.24
131	Waymar	SB-01BB-48-D	48" Round Table Beech-Butcher Block	TT-24	3	$ 408.53	$ 1,225.59
132	Waymar	1836-30-4-15Q-BL	sit-down height Table Base w/ 4" column	TB-24	3	$ 55.89	$ 167.67
133	Waymar	SB-01BB-3636-SQ	Table 36 Sq. Beech-Butcher Block	TT-25	4	$ 257.97	$ 1,031.88
134	Waymar	1830-30-3-15Q-BL	sit-down height Table Base 3" column	TB-25	4	$ 36.04	$ 144.16
135	Waymar	SB-01BB-3648-4R	Family Dining-U Booth Round Table Beech butcher block 4 rad. corners	TT-22	1	$ 391.19	$ 391.19

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
136	Waymar	1836-30-4-15Q-BL	Family Dining sit-down heightTable Base	TB-22	1	$ 55.89	$ 55.89
137	Waymar	SB-01BB-3660-SQ	Family Dining-U Booth Table 58 x 34 beech butcher block	TT-23	1	$ 331.13	$ 331.13
138	Waymar	1825-30-3-15Q-BL	sit-down height Table Base 3" column	TB-23	2	$ 27.22	$ 54.44
139	Waymar	SB-01BB-48-D	48" Round Table Beech-Butcher Block	TT-24	3	$ 408.53	$ 1,225.59
140	Waymar	1836-30-4-15Q-BL	sit-down height Table Base w/ 4" column	TB-24	3	$ 55.89	$ 167.67
141	Waymar	SB-01BB-3636-SQ	Table 36 Sq. Beech-Butcher Block	TT-25	4	$ 257.97	$ 1,031.88
142	Waymar	1830-30-3-15Q-BL	sit-down height Table Base 3" column	TB-25	4	$ 36.04	$ 144.16
143	Waymar	SB-01BB-3636-SQ	Table 36 Sq. Beech-Butcher Block	TT-26	2	$ 257.97	$ 515.94
144	Waymar	1830-30-3-15Q-BL	sit-down height Table Base 3" column	TB-26	2	$ 36.04	$ 72.08
sub			**Subtotal**				**$ 13,210.59**
145			GAR PRODUCTS		1	$ 0.00	$ 0.00
146	Gar		BayHead Teak Arm Chair	CH-08	52	$ 144.84	$ 7,531.68
147	Gar		48" round Bayhead Teak table Top	TT-15	13	$ 166.99	$ 2,170.87
148	Gar		Belmar 5-table base	TB-15	13	$ 142.26	$ 1,849.38
149			Freight		1	$ 1,010.75	$ 1,010.75
sub			**Subtotal**				**$ 12,562.68**
150			TROPITONE		1	$ 0.00	$ 0.00
151	Tropitone	330024	Patio-dining Chair La Scala Cross-strap Dining Chair	CH-11	74	$ 154.90	$ 11,462.60
152	Tropitone	4248SLU	Patio-Dining Table 48" Round Umbrella Table	TT-18	16	$ 514.61	$ 8,233.76
153	Tropitone	330026	Patio-Bar Stool La Scala Strap Bar Stool	BS-03	15	$ 204.81	$ 3,072.15
154	Tropitone	4293SL	Patio-Bar Height Table 30" Round Table	TT-28	5	$ 334.39	$ 1,671.95
155	Tropitone	PO105MS2	portofino Sunbrella 5606 Davidson Redwood	UM-01	5	$ 1,026.24	$ 5,131.20
156	Tropitone	CFA24R2	24" round cement Filled Base	UB-01	5	$ 180.23	$ 901.15
157			Freight included if ordered before 3/18/2011 and shipped b4 4/18/2011		1	$ 0.00	$ 0.00
sub			**Subtotal**				**$ 30,472.81**
158			FOLDING TABLE		1	$ 0.00	$ 0.00
159	officefuniture	COR-CF3096M	Laminate Folding Table 30 x 96 x 29	TT-17	1	$ 160.22	$ 160.22
sub			**Subtotal**				**$ 160.22**
160			EVENT PRODUCT		1	$ 0.00	$ 0.00
161	PS Furniture	C440	Outdoor Event Area-Folding Chair	CH-13	400	$ 35.48	$ 14,192.00

Item	Mfg	Part Number	Part Description	Alias 1	Qty	Sell	Ext Sell
162	PS Furniture	HD-PMD	Folding Dolliy	DO-03	1	$ 48.39	$ 48.39
163	PS Furniture	C440 pallets	Event Chair Palletts	PA-01	16	$ 365.59	$ 5,849.44
sub			**Subtotal**				**$ 20,089.83**
164			FIRE PIT CHAIRS		1	$ 0.00	$ 0.00
165	Country Casual	Adirondack	Fire Pit Adirondack Chair	CH-12	10	$ 420.43	$ 4,204.30
166			Freight		1	$ 378.39	$ 378.39
sub			**Subtotal**				**$ 4,582.69**
			Grand Total				**$ 299,239.77**

AMCON
Design/Build | Construction Management
General Contracting

Contract Change

Bunker Hills Contractors
Coon Rapids MN

Job # 227
Change Order # C32-01
Date Issued 3/8/2011

Item	PR #	Description	Amount
1		Change table style and count per Town and Country.	2,494

Total This Change Order	**2,494**
Original Contract Amount	322,490
Previous Changes	0
Previous Contract Amount	322,490
This Change	2,494
Revised Contract Amount	324,984

Contractor
C-32 Henricksen & Co.
1101 West River Parkway
Suite 100
Minneapolis MN 55415
Funiture, Fixtures, Equipment

By [redacted]
Date 6/16/2011

Owner
City of Coon Rapids

By [redacted]
Date 6/21/11

Contractor - Please sign and return one copy to Amcon Construction

1715 Yankee Doodle Road, Suite 200 | Eagan, MN 55121-1616 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

AMCON
Design/Build | Construction Management
General Contracting

Contract Change

Bunker Hills Contractors
Coon Rapids MN

Job # 227
Change Order # C32-02
Date Issued 8/8/2011

Item	PR #	Description	Amount
1		Credit agreed to by Henricksen for Banquet Chairs not meeting specs.	(2,000)

Total This Change Order	**(2,000)**
Original Contract Amount	322,490
Previous Changes	2,494
Previous Contract Amount	324,984
This Change	(2,000)
Revised Contract Amount	322,984

Contractor
C-32 Henricksen & Co.
1101 West River Parkway
Suite 100
Minneapolis MN 55415
Funiture, ~~Fixtures~~, Equipment

By [redacted]
Date 8/15/2011

Owner
City of Coon Rapids

By [redacted]
Date 8/23/11

Contractor - Please sign and return one copy to Amcon Construction

1715 Yankee Doodle Road, Suite 200 | Eagan, MN 55121-1616 | Tel: 651.379.9090 | Fax: 651.379.9091
Email: custserv@amconconstruction.com | Website: www.amconconstruction.com

EXHIBIT A1-2

usbank
Five Star Service Guaranteed

COVER LETTER

AGREEMENT #

1473965

***** IMPORTANT DOCUMENTS FROM *****

U.S. Bancorp Business Equipment Finance Group

CUSTOMER NAME: K B & JS ENTERPRISES INC

ATTN: KIM HINES

E-MAIL: KHines46@AOL.com

FAX NUMBER: [redacted]

Thank you for giving us the opportunity to finance your equipment. Enclosed are the documents needed to complete the transaction. Please print the attached documents and sign where the shaded X's appear.

To expedite the closing of your transaction, please follow these simple steps:

1. Sign the attached documents.
2. Complete the Insurance Request Form (if applicable) and fax a copy directly to your insurance agent.
3. Make a photocopy of the check copy (if applicable) and drivers license of all signors.
4. Fax all of the above to **(866) 977-1052** to **Attention: Lori Giefer.**

5. Once faxed, please overnight the original signed documents & original check to:

X **U.S. Bancorp Business Equipment Finance Group**
1310 Madrid St Ste 106
Marshall, MN 56258-4004
Attn: Documentation Department

The check should be in the amount of: X **$499.00**

This includes:

Origination & Filing Fee:	$0.00
	$499.00

If your vendor requires payment prior to delivery of the equipment, a pre-funding fee of $49.00 will be added to your first invoice.

If you have any questions, please call **(800) 621-3106.**

usbank
Five Star Service Guaranteed

EQUIPMENT FINANCE AGREEMENT

AGREEMENT # 1473965

The words YOU and YOUR refer to the Customer. The words WE, US, and OUR refer to the Secured Party. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document. All Checks: PO Box 790408 St. Louis MO 63179. Correspondence: 1310 Madrid Street, Suite 106 Marshall, MN 56258.

CUSTOMER INFORMATION

FULL LEGAL NAME
K B & JS ENTERPRISES INC
BROADWAY BAR AND PIZZA

STREET ADDRESS
12800 BUNKER PRAIRIE RD

FEDERAL TAX ID # 41-1802888

CITY/STATE/ZIP
COON RAPIDS, MN 55448

PHONE
(763) 428-3013

BILLING NAME
K B & JS ENTERPRISES INC

BILLING STREET ADDRESS
3155 EMPIRE LANE

CITY/STATE/ZIP
~~EDEN PRAIRIE,~~ MN ~~55347.~~ Plymouth, MN 55447 JH

E-MAIL

EQUIPMENT LOCATION
12800 BUNKER PRAIRIE RD, COON RAPIDS, MN 55448

SUPPLIER INFORMATION

SUPPLIER NAME
See Schedule A

STREET ADDRESS

CITY/STATE/ZIP

PHONE

FAX

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
See Schedule A		

TERMS	MONTHLY PAYMENT AMOUNT	
Term in Months	60 Payments of See Sch B (Plus Applicable Taxes)	$ 0.00 (Plus Applicable Taxes)
60 (mos.)	Rental Payment Period is Monthly Unless Otherwise Indicated.	

THIS IS A NONCANCELLABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

SECURED PARTY ACCEPTANCE

U.S. Bancorp Business Equipment Finance Group

DATED	SECURED PARTY	SIGNATURE	TITLE
			Documentation Analyst

CUSTOMER ACCEPTANCE

By signing below, you certify all conditions and terms of this agreement on the FRONT and BACK have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you and any guarantors are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Secured Party and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or [illegible] less of their purpose. These calls and messages may incur access fees from your cellular provider.

DATED	CUSTOMER	SIGNATURE	TITLE
5-22-11	K B & JS ENTERPRISES INC	X [redacted] KIM HINES	PRESIDENT

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") jointly and severally, unconditionally personally guarantees that the customer will make all payments "and meet any and all debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired" under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty and waive your right to a jury trial. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit [illegible] ses.

PRINT NAME OF GUARANTOR	SIGNATURE	DATED
KIM T HINES	X [redacted]	5-22-11
JASON HINES	X [redacted]	5-22-11

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we trans[illegible] ndicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

DELIVERY DATE	CUSTOMER	SIGNATURE	TITLE
	K B & JS ENTERPRISES INC	X [redacted]	RESIDENT

(2)

0.*

6,914.44+
74,724.15+
2,500.00+
30,000.00+
21,495.00+
31,696.61+
9,105.46+

007

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176,435.66
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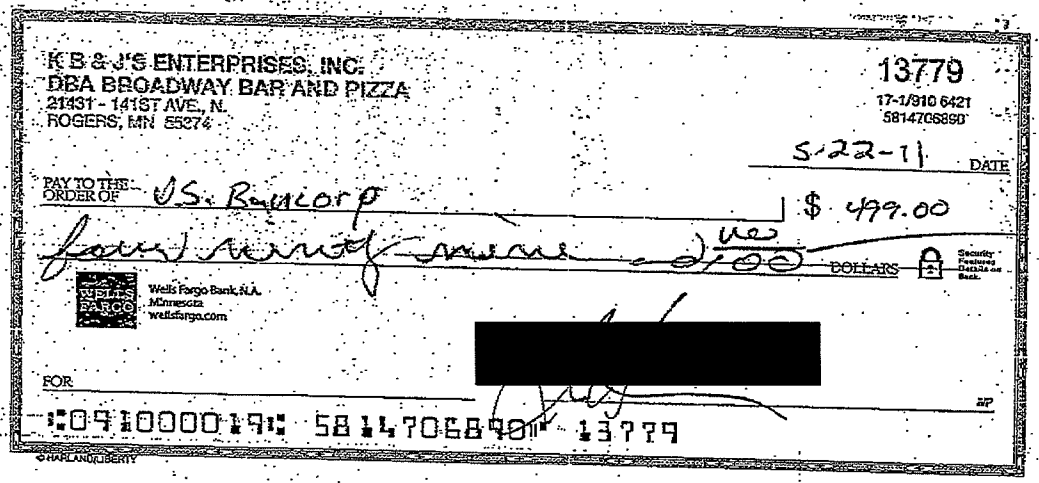

K B & J'S ENTERPRISES, INC.
DBA BROADWAY BAR AND PIZZA
21431 - 141ST AVE, N.
ROGERS, MN 55374

13779
17-1/910 6421
5814706890

5-22-11 DATE

PAY TO THE ORDER OF US. Bancorp $ 499.00

four hundred ninety-nine and 00/100 DOLLARS

Security Features Details on Back.

Wells Fargo Bank, N.A.
Minnesota
wellsfargo.com

[redacted]

FOR

⑆091000019⑆ 5814706890⑈ 13779

©HARLAND CLARKE

EQUIPMENT FINANCE AGREEMENT

usbank
Five Star Service Guaranteed

AGREEMENT #
1473965

The words YOU and YOUR refer to the Customer. The words WE, US, and OUR refer to the Secured Party. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document. All Checks: PO Box 790408 St. Louis MO 63179. Correspondence: 1310 Madrid Street, Suite 106 Marshall, MN 56258.

CUSTOMER INFORMATION

FULL LEGAL NAME	STREET ADDRESS
K B & JS ENTERPRISES INC BROADWAY BAR AND PIZZA	12800 BUNKER PRAIRIE RD
CITY/STATE/ZIP	PHONE
COON RAPIDS, MN 55448	(763) 428-3013
BILLING NAME	BILLING STREET ADDRESS
K B & JS ENTERPRISES INC	3155 EMPIRE LANE
CITY/STATE/ZIP	E-MAIL
EDEN PRAIRIE, MN 55347	

X 41-1802888
FEDERAL TAX ID #

EQUIPMENT LOCATION
12800 BUNKER PRAIRIE RD, COON RAPIDS, MN 55448

SUPPLIER INFORMATION

SUPPLIER NAME	STREET ADDRESS
See Schedule A	
CITY/STATE/ZIP	PHONE / FAX

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
See Schedule A		

TERMS	MONTHLY PAYMENT AMOUNT	
Term in Months	60 Payments of See Sch B (Plus Applicable Taxes)	$ 0.00 (Plus Applicable Taxes)
60 (mos.)	Rental Payment Period is Monthly Unless Otherwise Indicated.	

THIS IS A NONCANCELLABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

SECURED PARTY ACCEPTANCE

DATED	SECURED PARTY	SIGNATURE	TITLE
	U.S. Bancorp Business Equipment Finance Group		Documentation Analyst

CUSTOMER ACCEPTANCE

By signing below, you certify all conditions and terms of this agreement on the FRONT and BACK have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you and any guarantors are expressly consenting to receiving communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Secured Party and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

DATED	CUSTOMER	SIGNATURE KIM HINES	TITLE
5-22-11	K B & JS ENTERPRISES INC	X [redacted]	PRESIDENT

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") jointly and severally, unconditionally personally guarantees that the customer will make all payments "and meet any and all debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired" under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty and waive your right to a jury trial. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR	SIGNATURE	DATED
KIM T HINES	X [redacted]	5-22-11
JASON HINES	X [redacted]	5-22-11

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

DELIVERY DATE	CUSTOMER	SIGNATURE KIM HINES	TITLE
	K B & JS ENTERPRISES INC	X [redacted]	PRESIDENT

1. **FINANCE AGREEMENT:** Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay the cash price, you have chosen to request we finance for you the purchase price of personal property described under "ITEM DESCRIPTION" in this Agreement and as modified by supplements to this Master Finance Agreement from time to time signed by you and us (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us, and you agree to all of the terms and conditions contained in this Agreement, which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the commencement date and for the number of consecutive months shown above or on the applicable Supplement. You also agree to pay to us interim payments in the amount equal to 1/30th of the monthly payment, multiplied by the number of days lapsing between the date on which payment is made to the supplier and the agreed upon first payment date. If any provision of this Agreement is declared unenforceable, the other provisions shall remain in full force and effect. You authorize us to insert or correct missing information on this agreement including proper legal name, addresses and serial numbers.

2. **PAYMENTS:** Payments will be paid monthly, each in the amount of the monthly payment shown above or on the applicable Supplement plus any applicable tax. You will pay the security deposit on the date you sign this Equipment Finance Agreement. Subsequent payments will be due the first day of each payment period shown beginning after the first payment period. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully repaid, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a $35.00 bad check charge will be assessed.

3. **NONCANCELLABLE:** This is a noncancellable agreement and may not be cancelled. Prepayment is only allowed provided all outstanding billed and future unbilled payments are received and any outstanding charges. You will make all payments whether or not you are satisfied with the Equipment and without deduction for any claim you may have against the supplier of the Equipment or against us.

4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. Not withstanding any other terms and conditions of the Agreement, you agree that as to software only; a) We have no had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and as per above, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE.**

5. **LOCATION OF EQUIPMENT/INSPECTION:** You are the owner of the Equipment and agree to keep the Equipment free and clear of all liens and encumbrances and use only at your address shown above and you agree not to move it unless we agree to it in advance. We may inspect the Equipment at any time during normal business hours.

6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at four percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance.

7. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep each item of Equipment fully insured against loss, naming us as loss payee, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (losses from intentional acts are excluded), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. You will use the Equipment only as permitted by law and such insurance.

8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

9. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to ay us any filing fees prescribed by the Uniform Commercial Code and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an origination fee up to $799 due on the date of the first payment to cover, in part, the expenses of originating this transaction. You also acknowledge that in addition to the agreement payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT:** You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent. You understand that the assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

11. **DEFAULTS AND REMEDIES:** If you do not pay any payment or other sum due to other party or us when due or if you break any of your promises in this Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 16% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you (1) pay the unpaid balance of this Agreement, including accrued but unpaid payments, discounted to present value at four percent per annum and (2) unless you have paid the amount in (1), return the Equipment to us to a location designated by us. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid and purchase the Equipment or any of it at such sale. The proceeds of sale, lease or other disposition shall first be applied to all costs and expenses incurred in taking, removing, holding, repairing and selling or otherwise disposing of the Equipment, attorneys fees and court costs, and our other obligations hereunder (excluding repayments); then to pay all sums remaining unpaid hereunder, with any remaining surplus belonging to you. You will be obligated to pay any deficiency remaining after such application of proceeds. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 9 of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy. It is further agreed that your rights and remedies are governed exclusively by this Agreement.

12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the equipment.

13. **SECURITY DEPOSIT:** Each security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above or in the Supplement. We may commingle the security deposit with other funds.

14. **LAW AND JURISDICTION:** This Agreement will be deemed fully executed and performed in Minnesota or the home state of our assignee as it may be assigned from time to time per Paragraph 10. This Agreement shall be governed by and construed in accordance with the laws of Minnesota or the laws of the home state of assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of Minnesota or assignee's home state and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum. In no event will this Agreement be enforced in any way that permits us to collect excessive interest. If any interest payment hereunder exceeds the highest amount allowed by law, it shall be reduced to such rate and the excess interest refunded to you. In such event, you agree we will not be subject to any penalties provided by law for collecting or charging interest in excess of lawful rates.

15. **DELIVERY OF ORIGINALS:** You agree to submit the original agreement documents with the security deposit to the Secured Party via overnight the same day of the facsimile transmission of the agreement documents. Should we fail to receive these originals, you agree to bound by the faxed copy of this Agreement with appropriate signatures on both sides of the document. Customer waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purpose of any enforcement action under paragraph 11.

[redacted]

K B & JS ENTERPRISES INC — PRESIDENT

DATED CUSTOMER — SIGNATURE KIM HINES — TITLE

EFA PERSONAL GUARANTY

AGREEMENT #

1473965

[redacted]

To induce U.S. Bancorp Business Equipment Finance Group ("Secured Party") to finance equipment to K B & JS ENTERPRISES INC ("Customer") pursuant to Agreement # 1473965 and all Supplements thereto (the "Agreement").

1. The undersigned hereby absolutely and unconditionally guarantees to Secured Party full and prompt payment and performance when due of each and every obligation of Customer under the Financing Agreement.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Secured Party and of the creation and existence of the Agreement and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Secured Party may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchange, release of, or failure to obtain any collateral therefore; (c) any waiver of forbearance granted to Customer or any other person liable with respect to the Agreement or any release of, compromise with, or failure to assert rights against Customer or any such other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Customer may owe to Secured Party.
4. Secured Party shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment fr om Customer or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing the Agreement whether or not the liability of Customer under the Agreement is discharged by such foreclosure.
6. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Customer, whether or not the liability of the Customer is discharged in whole or in part by such action.
7. The undersigned agrees to pay all costs, expenses and attorneys' fees paid or incurred by Secured Party in endeavoring to enforce the Agreement and this Guaranty.
8. If any payment from the Customer or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Customer), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as fully as if such applications had never been made.
9. If more than one person signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
10. This Guaran ty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Secured Party.
11. By signing this Personal Guaranty, the undersigned authorizes Secured Party to obtain their Credit Bureau Reports for credit and collection purposes.

CONSENT TO LAW, JURISDICTION AND VENUE. The subject Agreement shall be deemed fully executed and performed in the state of Secured Party or its Assignee's principal place of business and shall be governed by and construed in accordance with the law thereof. If the Secured Party or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement and/or this guaranty, the undersigned hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Secured Party's or its Assignee's principal place of business, or any U.S. federal court sitting in the state of the Secured Party's or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Agreement or assets of the Customer, all at the sole election of the Seucred Party. The undersigned hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Secured Party or its Assignee in relation to such matters.

KIM T HINES

Guarantor

X [redacted]

Signature KIM T HINES

[redacted]

Home Address

Rogers, MN 55374

City/State/Zip

X [redacted] 5-22-11

Hom[redacted]te

EFA PERSONAL GUARANTY

AGREEMENT #

1473965

To induce U.S. Bancorp Business Equipment Finance Group ("Secured Party") to finance equipment to K B & JS ENTERPRISES INC ("Customer") pursuant to Agreement # 1473965 and all Supplements thereto (the "Agreement").

1. The undersigned hereby absolutely and unconditionally guarantees to Secured Party full and prompt payment and performance when due of each and every obligation of Customer under the Financing Agreement.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Secured Party and of the creation and existence of the Agreement and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Secured Party may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchange, release of, or failure to obtain any collateral therefore; (c) any waiver of forbearance granted to Customer or any other person liable with respect to the Agreement or any release of, compromise with, or failure to assert rights against Customer or any such other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Customer may owe to Secured Party.
4. Secured Party shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment fr om Customer or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing the Agreement whether or not the liability of Customer under the Agreement is discharged by such foreclosure.
6. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Customer, whether or not the liability of the Customer is discharged in whole or in part by such action.
7. The undersigned agrees to pay all costs, expenses and attorneys' fees paid or incurred by Secured Party in endeavoring to enforce the Agreement and this Guaranty.
8. If any payment from the Customer or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Customer), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as fully as if such applications had never been made.
9. If more than one person signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
10. This Guaran ty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Secured Party.
11. By signing this Personal Guaranty, the undersigned authorizes Secured Party to obtain their Credit Bureau Reports for credit and collection purposes.

CONSENT TO LAW, JURISDICTION AND VENUE. The subject Agreement shall be deemed fully executed and performed in the state of Secured Party or its Assignee's principal place of business and shall be governed by and construed in accordance with the law thereof. If the Secured Party or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement and/or this guaranty, the undersigned hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Secured Party's or its Assignee's principal place of business, or any U.S. federal court sitting in the state of the Secured Party's or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Agreement or assets of the Customer, all at the sole election of the Secured Party. The undersigned hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Secured Party or its Assignee in relation to such matters.

JASON HINES
Guarantor

X [redacted]
Signature JASON HINES

[redacted]
Home Address

Rogers MN 55374
City/State/Zip

X [redacted] 5-22-11
Home [redacted] e

SCHEDULE "A"

usbank
Five Star Service Guaranteed

APPLICATION #	AGREEMENT #
1473965	

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement dated _____ by and between the undersigned and U.S. Bancorp Business Equipment Finance Group.

SUPPLIER - EQUIPMENT DESCRIPTION	MODEL NO	SERIAL NO

SUPPLIER: NEXT DAY GOURMET
5353 NATHAN LANE
PLYMOUTH, MN 55442

SEE ATTACHED QUOTES 42811BHR, 429BHBCR, 429BHRCR

SUPPLIER: ENTERTECH
9555 JAMES AVE S
BLOOMINGTON, MN 55431

AUDIO VIDEO EQUIPMENT

AMPHITHEATER AUDIO EQUIPMENT

DIGITAL SIGNAGE EQUIPMENT

SUPPLIER: LEIBERMAN COMPANIES
9594 PENN AVE S
BLOOMINGTON, MN 55431

HYUOSUNG 1820 CE AUTO TELLER W/E LOCK

SUPPLIER: PODANYS
1700 S HWY 100
SAINT LOUIS PARK, MN 55416

4- 66" STRAIGHT DESK SHELL

2- 48" BRIDGE

2- 36" RETURN

6- B/F PED

2- 71" HUTCH

6- BLACK SIDE CHAIR

2- 72" CREDENZA SHELL

42" ROUND TABLE

VERIFICATION

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

DATED	CUSTOMER	SIGNATURE	TITLE
	K B & JS ENTERPRISES INC	X [redacted]	PRESIDENT
		KIM HINES	

SCHA REV04/07

END OF CONTRACT
EQUIPMENT FINANCE AGREEMENT

AGREEMENT #

1473965

[redacted]

Addendum to Agreement # 1473965 dated _____, between K B & JS ENTERPRISES INC as Customer and U.S. Bancorp Business Equipment Finance Group as Secured Party.

Provided the Agreement has not terminated early, and no event of default under the Agreement has occurred and is continued, Customer will own the equipment at the end of the Equipment Finance Agreement free and clear of all liens of Secured Party.

U.S. Bancorp Business Equipment Finance Group	K B & JS ENTERPRISES INC
Secured Party	Custom[redacted]
Signature	Signatu[redacted]
Documentation Analyst	PRESIDENT
Title	Title
Date	5-22-11
	Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

PAYMENT SCHEDULE "B"

APPLICATION #	AGREEMENT #
1473965	

This Payment Schedule "B" is to be attached to and become part of the Agreement dated _____. Except for the below changes in the payment schedules, all terms of the Agreement shall remain in full force and effect.

Term in months from commencement date: 60

Upfront Type and Amount:

Advance Payment*	$0.00
Security Deposit*	$0.00
Down Payment*	$0.00

Payment Schedule as follows:
* plus applicable taxes

3 Monthly Payment(s)* of $ 0.00

57 Monthly Payment(s)* of $ 2,734.82

$155,884.74

This Payment Schedule "B" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

K B & JS ENTERPRISES INC
Customer

X [redacted]
Signature KIM HINES

PRESIDENT
Title

5-22-11
Date

SCHB REV04/07

EFA PROGRESS PAYMENT ADDENDUM

AGREEMENT #

1473965

Addendum to Agreement # 1473965 dated _____, between K B & JS ENTERPRISES INC as Customer and U.S. Bancorp Business Equipment Finance Group as Secured Party.

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the Equipment that you shall only look to persons other than Secured Party such as the manufacturer, installer, or Supplier and shall not assert against Secured Party any claim or defense you may have with reference to the Equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize us to pay the below Supplier and your promises herein will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter. In reliance on your promise to pay we will **purchase the Equipment from the Supplier, and you may contact the Supplier for your warranty rights (if any, which we transfer to you) which are not the Secured Party's responsibility.**

NEXT DAY GOURMET _____ is the Supplier for the equipment and the Customer understands that payments shall begin on the same date that the Customer executes this agreement and shall be continuous thereafter per the terms of the Agreement.

100% will be paid to Supplier upon execution of this agreement.

_____ will be paid to Supplier upon delivery.

_____ will be paid to Supplier upon final verbal verification by Customer after completion of delivery and installation

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Secured Party to make such changes. You agree to pay an additional fee of $49 to commence the progress payment and your Agreement. In all other respects the terms and conditions of the Agreement remain in full force and effect.

U.S. Bancorp Business Equipment Finance Group	K B & JS ENTERPRISES INC
Secured Party	Customer
	X [redacted]
Signature	Signature KIM HINES
DOCUMENTATION ANALYST	PRESIDENT
Title	Title
	5-22-11
Date	Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

usbank
Five Star Service Guaranteed

EFA PROGRESS PAYMENT ADDENDUM

AGREEMENT #

1473965

Addendum to Agreement # 1473965 dated _____, between K B & JS ENTERPRISES INC as Customer and U.S. Bancorp Business Equipment Finance Group as Secured Party.

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the Equipment that you shall only look to persons other than Secured Party such as the manufacturer, installer, or Supplier and shall not assert against Secured Party any claim or defense you may have with reference to the Equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize us to pay the below Supplier and your promises herein will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter. In reliance on your promise to pay we will **purchase the Equipment from the Supplier, and you may contact the Supplier for your warranty rights (if any, which we transfer to you) which are not the Secured Party's responsibility.**

LEIBERMAN COMPANY is the Supplier for the equipment and the Customer understands that payments shall begin on the same date that the Customer executes this agreement and shall be continuous thereafter per the terms of the Agreement.

100% will be paid to Supplier upon execution of this agreement.

_____ will be paid to Supplier upon delivery.

_____ will be paid to Supplier upon final verbal verification by Customer after completion of delivery and installation.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Secured Party to make such changes. You agree to pay an additional fee of $49 to commence the progress payment and your Agreement. In all other respects the terms and conditions of the Agreement remain in full force and effect.

U.S. Bancorp Business Equipment Finance Group	K B & JS ENTERPRISES INC
Secured Party	Cust[redacted]
	X [redacted]
Signature	Signature KIM HINES
DOCUMENTATION ANALYST	PRESIDENT
Title	Title
	5-22-11
Date	Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

EFA PROGRESS PAYMENT ADDENDUM

AGREEMENT #

1473965

Addendum to Agreement # 1473965 dated_____, between K B & JS ENTERPRISES INC as Customer and U.S. Bancorp Business Equipment Finance Group as Secured Party.

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the Equipment that you shall only look to persons other than Secured Party such as the manufacturer, installer, or Supplier and shall not assert against Secured Party any claim or defense you may have with reference to the Equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize us to pay the below Supplier and your promises herein will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter. In reliance on your promise to pay we will **purchase the Equipment from the Supplier, and you may contact the Supplier for your warranty rights (if any, which we transfer to you) which are not the Secured Party's responsibility.**

PODANY'S _____ is the Supplier for the equipment and the Customer understands that payments shall begin on the same date that the Customer executes this agreement and shall be continuous thereafter per the terms of the Agreement.

100% will be paid to Supplier upon execution of this agreement.

_____ will be paid to Supplier upon delivery.

_____ will be paid to Supplier upon final verbal verification by Customer after completion of delivery and installation.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Secured Party to make such changes. You agree to pay an additional fee of $49 to commence the progress payment and your Agreement. In all other respects the terms and conditions of the Agreement remain in full force and effect.

U.S. Bancorp Business Equipment Finance Group	K B & JS ENTERPRISES INC
Secured Party	Customer
	[redacted]
Signature	Signature KIM HINES
DOCUMENTATION ANALYST	PRESIDENT
Title	Title
	5-22-11
Date	Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

EFA ELECTRONIC PAYMENT FORM

AGREEMENT #

1473965

K B & JS ENTERPRISES INC hereby requests and authorizes Secured Party or its assigns to initiate debit and/or credit entities on or about the due date per this Agreement for any and all agreed amounts due per Agreement # 1473965 to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until BANK has received written termination thereof from both the Secured Party and Customer. **Please note that your bank statement will reference Lyon Financial Services Inc., our parent company, as the drawer of your payments.**

X Wells Fargo
Name of Bank

X Roger MN 55374
City/State/Zip

X 091000019
Bank Transit / ABA No.

X [redacted]
Account Number

X [redacted]
Please

****

PLEASE ATTACH A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION

****

By signing this payment form, Customer acknowledges the above change to the Agreement and authorizes Secured Party to make such change. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Do you wish to continue to receive monthly invoices? X YES _____ NO

K B & JS ENTERPRISES INC
Customer

X [redacted]
Signature KIM MINES

PRESIDENT
Title

5-22-11
Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

FEDERAL TAX ID REQUEST

AGREEMENT #

1473965

Please fill in your Federal Tax Id Number:

X [redacted]

PAY PROCEEDS DIRECTION

AGREEMENT #

1473965

TO: U.S. Bancorp Business Equipment Finance Group

RE: Equipment Finance Agreement # 1473965 dated _____ between the undersigned and U.S. Bancorp Business Equipment Finance Group.

You are hereby irrevocably instructed to disburse from the proceeds of the Financing Agreement evidenced by the above-referenced instruments the respective amounts to the respective payees designated below:

Amount	Payee Name and Address
$74,602.65	NEXT DAY GOURMET 5353 NATHAN LANE PLYMOUTH, MN 55442
$46,554.40	ENTERTECH 9555 JAMES AVE S MINNEAPOLIS, MN 55431
$5,299.40	LEIBERMAN COMPANY 9594 PENN AVE S BLOOMINGTON, MN 55431
$6,914.44	PODANY'S 1700 S HWY 100 ST LOUIS PARK,MN 55416

Disbursement by you in accordance with the foregoing instructions shall be and constitute payment and delivery to and receipt by us of any and all of such proceeds.

K B & JS ENTERPRISES INC

Custom[redacted]

Signature KIM HINES

PRESIDENT

Title

5-22-11

Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

REQUEST FOR CERTIFICATE OF INSURANCE

usbank
Five Star Service Guaranteed

AGREEMENT #

1473965

(THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO HIS/HER INSURERS)

*****PLEASE FILL IN YOUR INSURANCE INFORMATION********* Insurable Value: $2,734.82

TO: Customer's Insurance Agent

Name of Agency: X Ernest Fink Agency

Agent: Gary Bloom

Address:

St. Paul

Phone: 651-294-9711

Fax:

Description of Item(s) to be insured

See Schedule A

We have entered into an Agreement with U.S. Bancorp Business Equipment Finance Group for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must include a provision for the following requirements:

1. COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

2. **PLEASE SHOW AS ADDITIONAL INSURED AND LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**
   U.S. Bancorp Business Equipment Finance Group **AND/OR ITS ASSIGNS**
   1310 MADRID STREET STE. 106
   MARSHALL, MN 56258

3. Fax a copy of the revised Certificate of Insurance to **(866) 977-1052,** referencing Agreement # 1473965 as soon as possible.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named **Additional Insured and Loss Payee** by return mail and replace it with the original insurance policy or endorsement within 30 days. Please be sure that the agreement number referenced above is included somewhere on the documentation package.

This Certificate should indicate the following: "It is agreed that U.S. Bancorp Business Equipment Finance Group will be notified in writing 10 days prior to cancellation or other material change in the conditions of this policy".

K B & JS ENTERPRISES INC

Custom

X [redacted]

Signature KIM HINES

PRESIDENT

Title

5-22-11

Date

NOTE: SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

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DRIVERS LICENSE REQUEST

AGREEMENT #

1473965

Please attach a copy of ALL SIGNORS Drivers License:

(including signature)

VERBAL AUTHORIZATION

usbank
Five Star Service Guaranteed

AGREEMENT #

1473965

612 - 964 - 4237 Cell

X Jason Hines, Vice President is authorized
(Name and Title of Contact for Verbal Verification)

for and on behalf of K B & JS ENTERPRISES INC to verbally verify terms and conditions of the Agreement.

****PLEASE FILL IN THE NAME AND TITLE OF PERSON YOU WOULD LIKE US TO CONTACT FOR VERBAL VERIFICATION.**

K B & JS ENTERPRISES INC

Custo[redacted]

X

Signature KIM HINES

PRESIDENT

Title

5-22-11

Date

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP IDs

DATE (MM/DD/YYYY): 05/23/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Ernest I Fink Agency, Inc
1729 Carroll Ave.
St. Paul MN 55104
Phone: 651-646-1881 Fax: 651-643-0527

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: POTLU-1

INSURED

KB& J Enterprises, Inc.
3155 Empire Lane N
Plymouth MN 55441

INSURER(S) AFFORDING COVERAGE — **NAIC #**

INSURER A:	Indiana Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CBP1696136	11/20/10	11/20/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA1696131	11/20/10	11/20/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			CU8731909	11/20/10	11/20/11	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC1696132	11/20/10	11/20/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Property			CBP1696136	11/20/10	11/20/11	Property	$154,690.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Agreement #1473965 equipment leased through KB & J Enterprises, Inc. for Bunker Hills Location 12800 Bunker Prairie Road Coon Rapids, MN 55448

CERTIFICATE HOLDER

U.S. Bancorp Business
Equipment Finance Group
and/or its assigns
1310 Madrid Street Suite 106
Marshall MN 56258

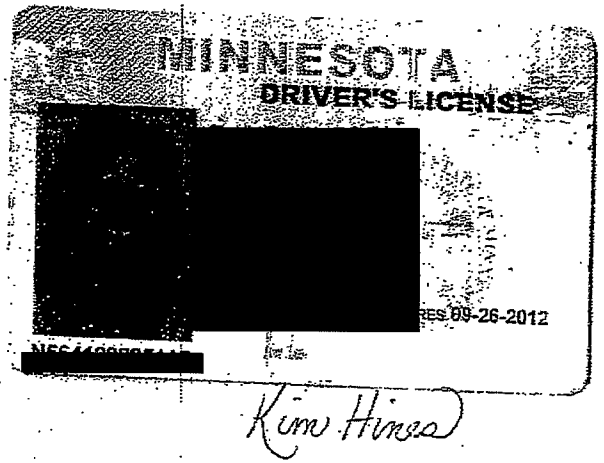
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted]

ACORD 25 (2009/09) The ACORD name and logo are registered marks of ACORD [redacted] CORPORATION. All rights reserved.


MINNESOTA
DRIVER'S LICENSE
[redacted]
RES 09-26-2012
[redacted]
Kim Hines

MINNESOTA
DRIVER'S LICENSE
5-11
ISSUED 01-2011
2015

28795

KB&J'S ENTERPRISES, INC
PO BOX 93
21431-141ST AVE N
ROGERS, MN 55374

WELLS FARGO BANK, N.A.
ROGERS, MN 55374
17-1-910

PAY TO THE ORDER OF

VOID

$

DOLLARS

Security features. Details on back.

MEMO

AUTHORIZED SIGNATURE

⑈028795⑈ ⑆091000019⑆ 5811706890⑈

S.T.A. Financial, Inc.

23505 Smithtown Road, Suite 250 ♦ Excelsior, MN 55331
Direct Phone (952) 224-2411 ♦ ♦ Fax (952) 400-8701 Cell (612) 751-1234
e-mail: sanderson@eq-finance.com

FINANCING APPROVAL PROPOSAL COMMITMENT LETTER

Date: May 13,2011

To : Kim Hines
KB & J's Enterprises, Inc.
3155 Empire Lane
Plymouth, MN 55447

FINANCING PROPOSAL: Restaurant Equipment, Small Wares, Furniture, ATM's,

Our proposed terms on this transaction are as follows:

Debtor:	KB&J's Enterprises, Inc. -
Equipment:	(see quotations)
Estimated Equipment Cost:	$ 133,370.89 (includes sales tax)
Term:	61- Months
Upfront Fee Required:	$ 10,939.28 (equal to 4 payments)
Net Amount Financed	$ 133,370.89 (includes sales tax)
Estimate Monthly Payment:	$ 2,734.82
Personal Guaranty:	Kim Hines
Corporate Guaranty:	KB&J's Enterprises, Inc.
Origination Fee:	3.0% ~~$ 4,001.13~~
Credit Processing Fees:	$ 395.00
Total Fee Required Upfront	$ 15,335.41
Estimated Commencement:	5/20/11

Auto monthly

134

Deposit: A deposit equal to 4 monthly payments, along with the credit processing fee and origination is payable in advance to S.T.A. Financial. The final documents will reflect the 57 remaining monthly payments. If S.T.A. Financial or its finance partners fails to approve the transaction substantially as proposed herein, S.T.A. Financial shall refund said deposit in full, less the credit processing fee. However, if S.T.A. Financial or its finance partners does approve this transaction substantially as proposed herein, but Debtor chooses not to close the transaction through no fault of S.T.A. Financial, then S.T.A. Financial may regard the entire deposit as being "earned " by it. Upon your acceptance of this **APPROVAL PROPOSAL**, please sign below and return along with an acceptance check of **$15,335.41** made payable to S.T.A. Financial, Inc. This proposal is valid until **May 20,2011** Please call with any questions you may have.

Equipment

Sincerely,

office furniture - Podany
small wares - attached Bunker
= 2500 ATM ① ?
Entertec Technology ①
missing

Scott Anderson
President
S.T.A. Financial, Inc.

DEBTOR: KB& J's Enterprises, Inc.

① waiting for invoice

Accepted By: _____

Printed Name & Title: _____

57 Payments Left

X

Invoice

Podany's
1700 S Hwy 100
St. Louis Park, MN 55416
952-541-9785
Fax 952-541-9584

Date	Invoice #
4/25/2011	59935

Bill To	Ship To
KB&J'S ENTERPRISES, INC. 3155 EMPIRE LANE PLYMOUTH, MN 55447	TOWN & COUNTRY CATERERS 12800 BUNKER PRAIRIE RD COON RAPIDS, MN 55448 ANGIE 612-232-6875

P.O. Number	Terms	Rep	Ship	Via	E-Mail Address
	COD	JH	5/24/2011	DELIVERY	

Quantity	Item Code	Description	Price Each	Amount
4	88-02	66" STRAIGHT DESK SHELL CHERRY	295.95	1,183.80T
2	88-70	48" BRIDGE	165.95	331.90T
2	88-92	36" RETURN	179.95	359.90T
6	88-07	B/F PED	179.95	1,079.70T
2	88-44	71" HUTCH	399.95	799.90T
6	VLS-606101	Black Side Chair BLACK	99.95	599.70T
4	BS-2007 BL	BLACK CHAIRS	289.95	1,159.80T
2	88-43	72" CREDENZA SHELL	224.95	449.90T
1	88-27	42" ROUND TABLE	264.95	264.95T
	Delivery	Delivery Charge (ADDITIONAL CHARGES WILL APPLY IF AFTER HOURS DELIVERY IS REQUIRED).	225.00	225.00T
		.		
		.		
		.		
		.		
		.		
		x_____		
		all items received in good condition		
		.		
		State, Transit Sales Tax	7.125%	459.89

Total $6,914.44

No Merchandise Returned without written consent
All Return Merchandise charged a substantial restocking charge.
No Refunds or Exchanges on Used Mdse, Leather or Mesh Seating
Terms, Net 30 Days Interest charged on all past due payments 1.5% per month
No Refunds on Special Order Deposits.
10 day Return or Exchange Policy.
*Scratches to wood not covered by warranty
Floor samples, used, closeouts as is no warranty

3,420.*

0.*

27,006.04+
458.15+
401.12+
312.81+
1,861.92+
307.49+
706.77+
359.34+
90.50+
25,254.75+
535.48+
6,286.88+
346.61+
7,888.78+
552.40+
318.81+
338.74+
551.66+
481.62+
664.28+

020

74,724.15*

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458247
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458247	1	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	DAYTON FREIGHT LINES	14488970-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
				NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164			
68		/950038333/	CA	10-5/8" CASCADE PLATE	0	106.67	7253.56
39		/950038285.	CA	7 1/4" PLATE CASCADE	0	148.99	5810.61
19		/950038431	CA	TEA SAUCER #950038431	0	120.63	2291.97
18		/950038123.	CA	8 1/2 OZ CUP	0	172.12	3098.16
4		/911198014	CA	CONDIMENT HOLDER	0	262.55	1050.20
6		/950038059.	CA	CASCADE 7 OZ BOUILLON	0	131.92	791.52
17		/950038381,	CA	12" PLATE CASCADE	0	134.40	2284.80
8		/950038587.	CA	10 1/2" SQUARE PLATE CASCADE	0	115.58	924.64
8		/950038568.	CA	18 OZ PASTA BOWL CASCADE	0	133.48	1067.84
2		/950038007,	CA	GRAPEFRUIT BOWL, 10 OZ,CASCADE	0	168.27	336.54

SUB TOTAL	24909.84
SHIPPING + HANDLING	300.00
SALES TAX	1796.20
INVOICE TOTAL	27006.04
ADVANCE PAYMENT	27006.04
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1260
Customer Service 1-877-210-2840
Accounts Receivable 1-877-210-2850

CUSTOMER NO. H0021680
INVOICE NUMBER 8460202
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO	SHIP TO
HARVEST GRILL AT BUNKER HILLS 12800 BUNKER PRAIRIE RD NW COON RAPIDS MN 55448	HARVEST GRILL AT BUNKER HILLS 12800 BUNKER PRAIRIE RD NW COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	DEB	111	7/12/11	8460202	1	7/15/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14652321-00

QUANTITY SHIPPED (BACK ORDERED)	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
	NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
16	813148	EA	25 COMP RACK W/2 EXTENDERS	1	26.73	427.68
	APN--6509210					

SUB TOTAL	427.68
SALES TAX	30.47
INVOICE TOTAL	458.15
ADVANCE PAYMENT	458.15
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD.. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET

NEXT DAY GOURMET FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458370
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	DEB	111	5/26/11	8458370	1	5/27/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14503935-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		841860 APN--9395955	EA	FOUR SLICE COMMERCIAL TOASTER	1	148.49	148.49
3		813172 APN--2510279	EA	RACK DOLLY BASE	1	63.99	191.97
2		813173 APN--1509090	EA	PLATE AND TRAY RACK	1	16.99	33.98
		USE FUNDS ALLOCATED FOR SLICER PER DEB.					

SUB TOTAL	374.44
SALES TAX	26.68
INVOICE TOTAL	401.12
ADVANCE PAYMENT	401.12
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1250
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458943
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/25/11	8458943	1	6/13/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14495988-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
100		199362	EA	BASKET, WIRE MESH 6X9 BLK	1	2.92	292.00
		APN--4560298					
		** MUST SHIP 5/25					

SUB TOTAL	292.00
SALES TAX	20.81
INVOICE TOTAL	312.81
ADVANCE PAYMENT	312.81
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458307
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/24/11	8458307	1	5/26/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FREIGHT PAID BY VENDOR	14491891-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO:					
		NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
42	4	/TR6BB	EA	GLASS RACK 25 COMP 2 EXTENDERS	0	26.97	1132.74
6		/TR12HH,	EA	30 COMP RACK MAX 2 EXTENDERS	0	31.92	191.52
10		/TR8DDD.	EA	16 COMP RACK W/3 EXTENDERS	0	31.29	312.90
	4	/TR11GGGGGA.	EA	GLASS RACK 20 COMPARTMENT	0	44.79	.00
4	1	/TR5AA.	EA	RACK 20 COMP CUP 2 EXTENDERS	0	25.23	100.92

SUB TOTAL	1738.08
SALES TAX	123.84
INVOICE TOTAL	1861.92
ADVANCE PAYMENT	2196.44
NET TOTAL	334.52-

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5363 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458999
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/24/11	8458999	1	6/14/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FREIGHT PAID BY VENDOR	14491891-01

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO:					
		NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
4		/TR6BB	EA	GLASS RACK 25 COMP 2 EXTENDERS	0	26.97	107.88
4		/TR11GGGGGA.	EA	GLASS RACK 20 COMPARTMENT	0	44.79	179.16
1		/TR5AA.	EA	RACK 20 COMP CUP 2 EXTENDERS	0	25.23	.00

SUB TOTAL	287.04
SALES TAX	20.45
INVOICE TOTAL	307.49

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8459976
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/24/11	8459976	1	7/11/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	TRUCK	14491877-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		/ADCS110	EA	DISH CART ADJ W/COVER BLACK	0	599.76	599.76

SUB TOTAL	599.76
SHIPPING + HANDLING	60.00
SALES TAX	47.01
INVOICE TOTAL	706.77
ADVANCE PAYMENT	706.77
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info.: 1-763-268-1250
Customer Service: 1-877-210-2540
Accounts Receivable: 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458510
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458510	1	6/01/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491861-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO:					
		NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		/EDGE15.	EA	TRI STONE SHARPENING SYSTEM	0	320.88	320.88

SUB TOTAL	320.88
SHIPPING + HANDLING	14.56
SALES TAX	23.90
INVOICE TOTAL	359.34
ADVANCE PAYMENT	359.34
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458249
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458249	1	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491860-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
				NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164			
24		/3820.	EA	8-1/4" FRY PAN FRENCH STYLE	0	3.52	84.48

SUB TOTAL	84.48
SALES TAX	6.02
INVOICE TOTAL	90.50
ADVANCE PAYMENT	90.50
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
3353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1250
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	1	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
7		772068 Sup#-CG8007544 TSSI-42973 APN--8009276	CA	PLATE 7 1/2" DESSERT	36	93.54	654.78
96		783458 APN--3433752	BX	RADIANZ TEASPOON	12	5.40	518.40
24		783459 APN--4433751	BX	RADIANZ BOULLION SPOON	12	5.76	138.24
96		783456 APN--9433749	BX	RADIANZ US DINNER/DESSERT FORK	12	7.48	718.08
27		783463 APN--1433762	BX	RADIANZ SALAD FORK	12	5.68	153.36
3		790339 Sup#-LG5295 TSSI-42849 APN--2007516	CA	5295 IRISH COFFEE 8-1/2 OZ	24	89.92	269.76
52	9	794454 APN--7545973	CA	ENDEAVOR BEVERAGE 12 OZ	12	24.83	1291.16
7		79444D APN--1544055	CA	ENDEAVOR ROCKS 9 OZ.	12	20.75	145.25
41		909275 APN--3598372	CA	LG1639HT COOLER 16 OZ NDG	24	18.66	765.06
8		793228 Sup#-LG3779 APN--4235479	CA	LG3779 9-1/4 OZ MARTINI	12	29.04	232.32
21		015509 APN--0029538	CA	LG3712 10-1/2 OZ BANQ GOBLET	24	58.07	1219.47
4		792178 Sup#-LG3957 TSSI-93077 APN--4164745	CA	WINE 10-3/4 TEARDROP	36	87.11	348.44

Thank You

IMPORTANT! SEE OTHER SIDE

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CONTINUED

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
9353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2840
Accounts Receivable 1-877-210-2850

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	2	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
4		790005 Sup#-LG97000 TSSI-40575 APN--4007415	CA	DECANTER WINE 1 LITER	12	43.58	174.32
10		831798 Sup#-8M112 APN--5343256	EA	WOOD TRAY STAND	1	24.86	248.60
6		850035 Sup#-6C196 TSSI-850361 APN--3346582	BG	POURER RED PLASTIC	12	1.38	8.28
3		808044 Sup#-6G109 TSSI-55447 APN--4331054	EA	SCOOP 5" X 2-1/2" METAL BAR	1	3.68	11.04
8		806055 TSSI-63174 APN--3112596	CA	BOWL CLEAR 6" PEBBLED	12	22.04	176.32
10		238161 Sup#-7A558 TSSI-832896 APN--8115362	EA	8" SALAD BOWL PEBBLED	1	3.56	35.60
3		777045 APN--7115363	EA	PEBBLED BOWL 10"	1	6.06	18.18
20		806951 Sup#-7B309 TSSI-70251 APN--2329522	EA	SPOON BUFFET SOLID	1	2.49	49.80
20		806949 Sup#-7B303 TSSI-70250 APN--4330809	EA	SPOON BUFFET SLOTTED	1	2.53	50.60

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
8383 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	3	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
12		860207 Sup#-8A663 APN--7340425	EA	CHAIR, YOUTH, NATURAL OAK	1	51.42	617.04
12	4	860544 Sup#-8T220 TSSI-860554 APN--3203395	EA	BLACK BOOSTER SEAT	1	18.28	219.36
12		811371 Sup#-6S301 TSSI-810053 APN--8026312	EA	STORE-N-POUR 1 QT COMPLETE	1	4.39	52.68
2		813171 APN--3510260	EA	30 COMP RACK MAX 2 EXTENDERS	1	31.92	63.84
1		813147 APN--1509215	EA	25 COMP RACK W/1 EXTENDER	1	20.09	20.09
12		807955 Sup#-4D821 TSSI-70353 APN--4330874	EA	LUXOR TONG 8" BUFFET/PASTRY	1	3.17	38.04
12		806976 TSSI-70493 APN--4330817	EA	LUXOR TONG 8"	1	1.85	22.20
24		809768 Sup#-4D827 APN--5225297	EA	PASTRY TONG 9-1/2"	1	4.23	101.52
30		834868 Sup#-7A144 APN--4150975	EA	SERVER SWIRL 42 OZ BLACK	1	13.41	402.30
2		833052 TSSI-56798 APN--3329810	CA	1 OZ TOWER SALT/PEPPER SHAKER	24	14.02	28.04

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	4	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
2		833194 TSSI-40154 APN--1137306	EA	HEAT LAMP W/BOARD AND PAN	1	238.18	476.36
30		800249 Sup#-7L196 APN--2025807	EA	ADAPTER BAR 12" S/S	1	3.68	110.40
2		803298 Sup#-7K952 APN--3346061	EA	COOKS FORK 13-1/2" WOOD	1	13.34	26.68
17		805623 TSSI-71400 APN--6329734	BX	S/S 2.5 OZ SAUCE CUP	24	5.70	96.90
1		727429 TSSI-73283 APN--2339869	ST	CAKE ORNAMENTOR SET-BAG,CPLR	1	8.74	.00
5		800917 TSSI-72917 APN--5099601	EA	PASTRY BAG 21" PLASTIC COATED	1	2.91	14.55
2		800224 Sup#-7Z1306 TSSI-64112 APN--9215492	EA	BASTING COVER 9 1/4"STAINLESS	1	11.59	23.18
2		805357 Sup#-7A827 TSSI-71982 APN--4122883	EA	COLANDER 18 X 26 X 5 CAMWEAR	1	20.90	41.80
1		808132 TSSI-71964 APN--6318810	EA	CLEAR 64 OZ SCOOP POLY	1	5.03	5.03
2		800361 Sup#-7A837 TSSI-64441 APN--2030542	EA	FOOD BOX 18 X 26 X 6 CLEAR	1	25.28	50.56

Thank You

IMPORTANT! SEE OTHER SIDE

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TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

CONTINUED

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1260
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	5	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY (BACK ORDERED)	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
2		800363 Sup#-7A840 TSSI-64444 APN--5025515	EA	FOOD BOX COVER 18 X 26 CLEAR	1	13.24	26.48
2		813003 APN--9492042	EA	BUSSING CART WITH END PANELS	1	119.01	238.02
10		803463 Sup#-7A300 TSSI-48497 APN--6168751	EA	CONTAINER 2 QT SQUARE CLEAR	1	3.58	35.80
12		803464 Sup#-7A301 TSSI-48498 APN--9168758	EA	CONTAINER 4 QT SQUARE CLEAR	1	5.49	65.88
10		806519 Sup#-7A311 TSSI-48507 APN--4246591	EA	CONTAINER 22 QT SQUARE CLEAR	1	20.89	208.90
12		806382 Sup#-7A306 TSSI-48505 APN--3246493	EA	CONTAINER 12 QT SQUARE CLEAR	1	11.11	133.32
22		806717 Sup#-7A938 TSSI-48467 APN--3296035	EA	LID FOR 2 & 4 QT SQUARE-GREEN	1	1.46	32.12
22		806177 Sup#-7A943 TSSI-48403 APN--9296021	EA	LID FOR 12/18/22 SQUARE(DKBLUE	1	2.63	57.86

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD.. TERMS NET 10 DAYS, 1.5% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	6	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
10		808026 Sup#-7Z469 TSSI-77356 APN--1329556	EA	DREDGE WITHOUT HANDLE	1	2.25	22.50
2		807271 Sup#-3V204 APN--7096035	EA	COLANDER, 16 QT ALUMINUM	1	75.70	151.40
1		891660 APN--4501953	EA	BAKE PAN 11" X 16" X 2"	1	32.10	32.10
1		801737 Sup#-4V167 APN--4128450	EA	ROAST PAN HD ALUM 42 QT	1	151.70	151.70
2		803734 APN--2038701	EA	STOCK POT 8 1/2 QT ALUMINUM	1	26.01	52.02
2		807768 Sup#-7A307 APN--3150661	EA	STOCK POT 12 QT ALUMINUM	1	31.25	62.50
2		807769 Sup#-7A310 APN--6179998	EA	STOCK POT 20 QT ALUMINUM	1	40.58	81.16
1		805916 TSSI-71292 APN--2329696	EA	10 QT ALUM SAUCE PAN	1	18.00	18.00
24		804999 Sup#-4V505 TSSI-43239 APN--8122707	EA	FRY PAN 10" NATURAL	1	15.38	369.12
2		439025 APN--5978614	EA	MEASURE CLR PLASTIC 1 GALLON	1	10.28	20.56
2		439023 APN--5978598	EA	MEASURE CLR PLASTIC 1/2 GALLON	1	9.34	18.68

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1250
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	7	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
20		807938 Sup#-7E150 TSSI-55097 APN--3331048	EA	TONG 12" S/S	1	1.32	26.40
24		802385 APN--3344520	EA	PIE PAN 9" X 1-1/4" DEEP	1	4.07	97.68
4		185631 APN--0943530	EA	SAF-T-GRIP 12X18X1/2 GREEN	1	13.54	54.16
4		185627 APN--0943498	EA	SAF-T-GRIP 12X18X1/2 RED	1	13.52	54.08
8		185834 APN--0944017	EA	SAF-T-GRIP 12X18X1/2 WHITE	1	13.52	108.16
2		808304 TSSI-41593 APN--5261920	EA	CUT BRD RACK HOLDS 6 BOARDS	1	38.63	77.26
6		801682 Sup#-7K881 APN--4346011	EA	TURNER 4" X 2-1/2"	1	4.82	28.92
4		807466 Sup#-7K851 APN--1346121	EA	PARER SCALLOPED INTERNATIONAL	1	1.99	7.96
3		801678 Sup#-7K870 APN--9346008	EA	SANDWICH KNIFE 8" OFFSET INT'L	1	5.41	16.23
1		801681 Sup#-7K878 APN--3346012	EA	SCRAPER GRIDDLE 4"	1	7.08	7.08
6		801687 Sup#-7K892 APN--9346016	EA	TURNER 8" X 3" PERFORATED	1	8.11	48.66

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2940
Accounts Receivable 1-877-210-2850

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	8	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	(BACK ORDERED)	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
1		800811 Sup#-7E100 TSSI-78601 APN--8025827	EA	CAN OPENER #1	1	93.23	93.23
2		808064 Sup#-7Z584 TSSI-71740 APN--6329494	EA	EGG SLICER	1	2.69	5.38
1		927979 APN--3674777	EA	SCALE S/S 5 LBS X 1 OZ	1	44.76	44.76
60		805607 Sup#-7H522 TSSI-61490 APN--4329082	EA	PAN S/S FULL SIZE 2-1/2" DEEP	1	14.08	844.80
20		805608 Sup#-7H524 TSSI-61504 APN--6329080	EA	PAN S/S FULL SIZE 4" DEEP	1	20.85	417.00
8		805609 Sup#-7H526 TSSI-61511 APN--8329088	EA	PAN S/S FULL SIZE 6" DEEP	1	24.64	197.12
10		805840 TSSI-61826 APN--6329106	EA	HALF SIZE LONG 2.5" DEEP PAN	1	17.46	174.60
40		805610 Sup#-7H528 TSSI-61609 APN--1329093	EA	PAN S/S HALF SIZE 2-1/2" DEEP	1	8.56	342.40
6		807631 Sup#-7H532 TSSI-61623 APN--9329194	EA	PAN S/S HALF SIZE 6" DEEP	1	14.91	89.46

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

CONTINUED

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	9	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
10		808116 TSSI-61637 APN--7329238	EA	PAN S/S THIRD SZ 2-1/2" DEEP	1	6.85	68.50
20		808110 Sup#-7H550 TSSI-61644 APN--5329214	EA	PAN S/S THIRD SZ 4" DEEP	1	10.04	200.80
40		805614 Sup#-7H552 TSSI-61651 APN--7329097	EA	PAN S/S THIRD SZ 6" DEEP	1	12.00	480.00
10		805694 TSSI-61700 APN--1329101	EA	PAN S/S SIXTH SZ 2-1/2" DEEP	1	4.32	43.20
20		805695 Sup#-7H558 TSSI-61707 APN--2329100	EA	PAN S/S SIXTH SZ 4" DEEP	1	6.09	121.80
100		805613 Sup#-7H561 TSSI-61714 APN--5329099	EA	PAN S/S SIXTH SZ 6" DEEP	1	7.96	796.00
20		805615 TSSI-61728 APN--8329096	EA	PAN S/S NINTH SZ 4" DEEP	1	4.28	85.60
20		807605 Sup#-7H187 TSSI-61518 APN--8329187	EA	PAN PERFORATED FULL SZ 2-1/2"	1	18.38	367.60
4		782010 TSSI-61539 APN--2329043	EA	COVER FULL SZ SLOTTED	1	14.40	57.60

Thank You IMPORTANT! SEE OTHER SIDE

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CONTINUED

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
8353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	10	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
12		807244 TSSI-61630 APN--9329178	EA	COVER HALF SZ SLOTTED	1	7.48	89.76
24		807064 TSSI-61658 APN--2329126	EA	COVER THIRD SZ SLOTTED	1	4.97	119.28
48		807071 TSSI-61721 APN--3329125	EA	COVER SIXTH SZ SLOTTED	1	3.05	146.40
6		807081 Sup#-4J114C TSSI-61989 APN--9330820	EA	INSET COVER SLOTTED, 7 QT.	1	2.73	16.38
8		808000 Sup#-4J114 TSSI-61982 APN--6330872	EA	VEGETABLE INSET 7 QT.	1	12.96	103.68
1		808490 Sup#-7A705 APN--8119653	EA	BRAZIER PAN 18 QT	1	122.07	122.07
4		801626 Sup#-7K921 TSSI-8345977 APN--0255521	EA	COOKS KNIFE 8" SANISAFE	1	16.65	66.60
24		800281 Sup#-5C343 TSSI-72022 APN--4025516	EA	INSERT PAN THIRD 4" DEEP	1	5.43	130.32
48		800299 Sup#-5C378 TSSI-72018 APN--3025459	EA	INSERT PAN SIXTH 4" DEEP	1	3.28	157.44

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
8383 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1260
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	11	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
48		800301 Sup#-5C381 TSSI-72019 APN--2025518	EA	INSERT PAN SIXTH 6" DEEP	1	4.38	210.24
1		801593 Sup#-7K813 APN--5345962	EA	DIAMOND SHARPENER 12"	1	22.29	22.29
12		805792 Sup#-6Q116 TSSI-69313 APN--9331158	EA	LEVER DISHER #12 (2-2/3 OZ)	1	5.29	63.48
12		805793 Sup#-6Q117 TSSI-69314 APN--2331163	EA	LEVER DISHER #16 (2 OZ)	1	5.29	63.48
12		027080 APN--0131557	EA	LADLE 1 OZ 1 PC STAINLESS	1	1.77	21.24
24		027081 APN--0131565	EA	LADLE 2 OZ 1 PC STAINLESS	1	2.45	58.80
24		027072 APN--0131474	EA	LADLE 6 OZ 1 PC STAINLESS	1	3.56	85.44
24		833147 TSSI-70172 APN--9329517	EA	SPOON S/S HD 11" SOLID	1	1.74	41.76
12		811472 Sup#-4V132 TSSI-47107 APN--3246246	EA	SPATULA 10" HIGH HEAT	1	5.40	64.80
24		811473 Sup#-4V134 TSSI-47105 APN--5216676	EA	SPATULA 13-1/2" HIGH HEAT	1	7.11	170.64

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	12	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
12		808046 Sup#-7L205 TSSI-62369 APN--4329876	EA	MIXING BOWL 3 QT.	1	1.39	16.68
12		808047 Sup#-7L176 TSSI-62383 APN--7329626	EA	MIXING BOWL 5 QT	1	2.41	28.92
2		808049 Sup#-7L174 TSSI-62397 APN--9329624	EA	MIXING BOWL 13 QT	1	5.63	11.26
1		807789 TSSI-69025 APN--3282746	EA	14 1/2" X 2 3/4" ROLLING PIN	1	14.30	14.30
12		891256 APN--9479874	EA	WHIP PIANO 10"	1	5.10	61.20
12		891257 APN--2479889	EA	WHIP PIANO 12"	1	5.64	67.68
2		891266 APN--3479946	EA	WHIP FRENCH 18"	1	8.52	17.04
4		800928 Sup#-6F225 TSSI-73751 APN--9246596	EA	PASTRY BRUSH 2" NYLON WHITE	1	5.63	22.52
100		891385 Sup#-7A270 TSSI-803608 APN--3486412	EA	SHEET PAN FULL SIZE	1	6.10	610.00
50		808792 Sup#-7A269 TSSI-31197 APN--9342734	EA	SHEET PAN 1/2 SIZE	1	4.42	221.00

Thank You

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CONTINUED

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1250
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	13	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
4		806095 TSSI-45850 APN--7329535	EA	SCOOP 24 OZ ALUMINUM	1	2.58	10.32
1		800671 Sup#-6Z408 APN--7019185	EA	REDI GRILL SCRAPER	1	33.77	33.77
2		800277 Sup#-4E274 APN--7318314	EA	24" MAGNETIC KNIFE BAR	1	7.67	15.34
1		811513 Sup#-4R217 TSSI-41023 APN--5339999	ST	INSTACUT 3.5 DICE 1/2" COMPLET	1	168.34	168.34
		CONSISTING OF.....					
1		809641 Sup#-4R227 APN--9298241	EA	INSTACUT 3.5 DICE PACK 1/2"	1	.00	.00
1		809775 Sup#-4R220 APN--7282767	EA	INSTACUT 3.5 BASE	1	.00	.00
		.....					
2		449220 APN--6576441	EA	SLICER, S/S MANDOLINE W/PUSHER	1	43.62	87.24
10		812556 Sup#-812409 APN--1214410	EA	BUS BOX BUDGET BLACK 15X20X7	1	3.08	30.80
1		127188 APN--0469569	EA	RACK, DUNNAGE 20"X36"X12"H	1	42.78	42.78
1		927971 APN--3674694	EA	SCALE S/S 32 OZ X 1/4 OZ	1	44.76	44.76

CONTINUED

Thank You

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	14	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
2		808150 TSSI-71038 APN--6330880	EA	CHINA CAP 12" COARSE	1	21.44	42.88
4		400914 APN--5786447	EA	RAPIKOOL PLUS 64 OZ	1	19.86	79.44
2		800430 Sup#-4F201 APN--1171917	EA	TIMER DIGITAL 4 PRODUCT	1	32.30	64.60
10		807917 TSSI-70522 APN--9330861	EA	THERMOMETER DIGITAL -58 TO 300	1	6.48	64.80
1		808089 TSSI-68962 APN--4329488	EA	MEAT TENDERIZER ALUMINUM	1	4.77	4.77
2		806349 Sup#-2K201 TSSI-56158 APN--7311632	EA	ICE TOTE	1	29.20	58.40
1		801801 Sup#-7Z597 APN--8285744	EA	SKIMMER 6" SQ WIRE MESH	1	1.33	1.33
6		179128 APN--0897660	EA	CONTAINER, 32 GAL BRONCO GREY	1	20.40	122.40
6		283818 APN--4740346	EA	DOLLY FOR BRONCO TRASH CANS	1	26.00	156.00
12		682448 Sup#-6K309 TSSI-46369 APN--4149746	EA	RED KLEEN-PAIL 8 QT.	1	4.22	50.64
3		842116 APN--1500149	EA	NDG BAR BLENDER - 48OZ CONT.	1	54.88	164.64

CONTINUED

Thank You

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO: H0021680
INVOICE NUMBER: 8458248
PAYMENT DUE BY:

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	15	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
2		126273 APN--0462556	EA	BROOM, ANGLE FLAGGED 56" HANDL	1	6.41	12.82
1		685394 APN--9502006	EA	24" PLASTIC BLOCK OMNISWEEP	1	12.62	12.62
1		683623 APN--8038531	EA	60"THREADED WOOD HANDLE	1	2.56	2.56
2		107938 APN--0422303	EA	DUST PAN, METAL LOBBY COVERED	1	21.65	43.30
12		891819 APN--6509061	EA	FLATWARE RACK	1	13.53	162.36
6		811384 APN--6500953	EA	FLATWARE BASKET W/ HANDLES	1	14.97	89.82
12		813173 APN--1509090	EA	PLATE AND TRAY RACK	1	13.53	162.36
8		806339 Sup#-4J205 TSSI-72510 APN--2332120	EA	10-1/4" SPRINGFORM PAN	1	10.14	81.12
2		800345 Sup#-7A822 TSSI-64775 APN--7044167	EA	FOOD BOX 18 X 26 X 6 WHITE	1	17.60	35.20
2		800341 Sup#-7A828 TSSI-64774 APN--6068167	EA	FOOD BOX COVER 18 X 26 WHITE	1	10.34	20.68
2		806229 TSSI-35633 APN--6283998	EA	BROILER BRUSH FLT WIRE W/SCRAP	1	20.65	41.30
1		683466 Sup#-6Z381 APN--5064456	EA	GRILL BRUSH HARDWOOD HANDLE	1	4.29	4.29

CONTINUED

Thank You

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	16	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
2		807569 TSSI-68920 APN--9341744	EA	48" HARDWOOD MIXING PADDLE	1	7.23	14.46
1		280985 APN--4735411	EA	CAN PUNCH OPENER	1	2.48	2.48
1		800761 Sup#-7B119 TSSI-68976 APN--7047954	EA	STEAK WEIGHT HEAVY STEEL	1	19.18	19.18
1		802551 Sup#-4A512 APN--8173015	BG	POT HOLDER 8" TERRY- BLACK	12	13.15	13.15
1		419453 APN--5859202	EA	8" STRAINER SINGLE MESH FINE	1	3.08	3.08
1		419428 APN--5858956	EA	8" STRAINER SINGLE MESH MEDIUM	1	2.93	2.93
12		811417 TSSI-72467 APN--2329829	EA	THERMOMETER REFRIG -20 TO 60F	1	1.96	23.52
1		682600 Sup#-5C630 TSSI-30976 APN--1066232	EA	BRUSH WHITE SCRUB 8"	1	5.06	5.06
1		683423 Sup#-6F314 APN--6339410	EA	BRUSH 20" UTILITY WHITE	1	7.71	7.71
8		469195 APN--6693204	EA	BUTANE RANGE 8000 BTU	1	31.33	250.64
8		801652 Sup#-7K936 APN--8345985	EA	DOUGH CUTTER 6"X 3" SANISAFE	1	5.83	46.64

CONTINUED

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
8585 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680

INVOICE NUMBER
8458248

PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	17	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
20		807964 Sup#-7B159 TSSI-55096 APN--1331040	EA	TONG 9-1/2" S/S	1	1.20	24.00
2		794456 APN--1545987	CA	ENDEAVOR ROCKS 7 OZ	12	19.92	39.84
6		850348 Sup#-6C105 APN--2303907	EA	JIGGER 1 X 1-1/2 OZ SS	1	1.02	6.12
1		790263 Sup#-LG3704 TSSI-40855 APN--8013807	CA	LG3704 9 OZ BRANDY	24	52.15	52.15
2		793228 Sup#-LG3779 APN--4235479	CA	LG3779 9-1/4 OZ MARTINI	12	29.04	58.08
12		807913 TSSI-55700 APN--7330863	EA	TEAPOT 11 OZ S/S SQUAT	1	4.93	59.16
18		835224 Sup#-4C458 APN--8302861	EA	TRAY 27" OVAL BLACK NON SKID	1	24.40	439.20
24		834701 Sup#-4C454 APN--7105653	EA	TRAY 16" ROUND BLACK NON-SKID	1	12.00	288.00
6		831798 Sup#-8M112 APN--5343256	EA	WOOD TRAY STAND	1	24.86	149.16
6		851140 Sup#-6C157 APN--3347747	EA	COCKTAIL SHAKER, 3 PC, 24 OZ.	1	7.38	44.28

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680

INVOICE NUMBER
8458248

PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	1	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
6		850499 Sup#-6C108 TSSI-55632 APN--2329910	EA	COCKTAIL STRAINER	1	.91	5.46
6		850035 Sup#-6C196 TSSI-850361 APN--3346582	BG	POURER RED PLASTIC	12	1.38	8.28
4		808044 Sup#-6G109 TSSI-55447 APN--4331054	EA	SCOOP 5" X 2-1/2" METAL BAR	1	3.68	14.72
12		832727 Sup#-7A150 APN--5043831	EA	SERVER SWIRL 42 OZ WHITE	1	13.41	160.92
4		791327 Sup#-LG3795 TSSI-40815 APN--7175425	CA	LG3795 6 OZ FLUTE	12	29.04	116.16
4		833150 Sup#-7B661 TSSI-54603 APN--9329475	EA	SMALL MARBLE WINE COOLER	1	9.72	38.88
3		521415 APN--7557366	EA	PEPPERMILL 12" CHERRY NDG	1	18.35	55.05
12		834596 Sup#-6A300 APN--3339751	EA	PITCHER 60 OZ.	1	4.54	54.48
4		860456 Sup#-8K150 APN--9211301	EA	INFANT SEAT KRADLE	1	63.07	252.28

CONTINUED

Thank You IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458248
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458248	19	5/25/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
12		811371 Sup#-6S301 TSSI-810053 APN--8026312	EA	STORE-N-POUR 1 QT COMPLETE	1	4.39	52.68
2		850872 Sup#-6C189 APN--3346624	EA	SALT & SUGAR RIMMER 5 1/2"	1	8.33	16.66
4		805896 TSSI-47995 APN--3331105	BX	JUM STK KNF-5 BL-BLK POLY HDL	12	5.92	23.68
1		830024 Sup#-LG5165 TSSI-49843 APN--4029336	CA	ASHTRAY SAFETY ROUND 6 1/2"DIA	24	54.05	54.05
4		850796 Sup#-6K170 APN--3264900	EA	WHITE 10' PREMIUM ULTRA LINER	1	16.08	64.32
	1	813148 APN--6509210	EA	25 COMP RACK W/2 EXTENDERS	1	26.97	.00

SUB TOTAL	23575.03
SALES TAX	1679.72
INVOICE TOTAL	25254.75
ADVANCE PAYMENT	25610.73
NET TOTAL	355.98-

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5355 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO: H0021680
INVOICE NUMBER: 8458437
PAYMENT DUE BY:

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458437	1	5/31/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491102-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO:					
		NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		013144	CA	BOWL 15" PETAL MIST	4	68.05	136.10
		Sup#-7A211					
		APN--8545402					
		CLEAR(07)					
1		029762	CA	BOWL 18" PETAL MIST	4	102.59	102.59
		Sup#-7A213					
		APN--0146779					
		CLEAR(07)					
1		/607685	EA	10" SCISSORS SALAD TONG	0	18.09	18.09
12		/607697.	EA	SERVING TONG	0	17.47	209.64
	1	/607376.	EA	6 OZ LADLE DURA KOOL HANDLE	0	15.10	.00

SUB TOTAL	466.42
SHIPPING + HANDLING	33.44
SALES TAX	35.62
INVOICE TOTAL	535.48
ADVANCE PAYMENT	551.65
NET TOTAL	16.17-

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD.
TERMS NET 10 DAYS. 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET®

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
9353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-284-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458305
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458305	1	5/26/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FREIGHT PAID BY VENDOR	14491101-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO:					
		NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		/49522	EA	CHAFER, LARGE ROUND, 6.0 QT.	0	92.34	184.68
20		/82102	EA	TRAY ROUND 18-5/8"	0	37.86	757.20
8		/49520.	EA	9QT MAXIMILLIAN STEEL CHAFER	0	112.51	900.08
2		/49529	EA	4.1QT MAXIMILLIAN CHAFER	0	82.05	164.10
2		/49525	EA	MAXIMILLIAN COFFEE URN	0	92.92	185.84
20		/82100,	EA	TRAY ROUND 12-3/8"	0	19.81	396.20
20		/82101	EA	TRAY ROUND 15-1/4"	0	26.31	526.20
20		/82111	EA	TRAY OVAL 16" X 21-3/4"	0	49.29	985.80
1		/82144.	EA	11QT MULTI-PURPOSE BOWL	0	73.39	73.39
2		/46653	EA	HOLLOW HANDLE BUFFET LADLE	0	10.89	21.78
10		/82121	EA	OBLONG TRAY	0	46.12	461.20
2		286328	EA	PAN, BAKE & RST 16.75X13X3.5	1	33.47	66.94
		APN--4753638					
12		/68305	EA	SAUCE PAN 5-1/2 QT	0	21.83	261.96
12		/68308	EA	68308 SAUCE PAN 8-1/2 QT	0	31.71	380.52
10		/67914	EA	14" FRYPAN NATURAL FINISH	0	32.21	322.10
2		/67711.	EA	12 QT DOUBLE BOILER	0	90.37	180.74

SUB TOTAL	5868.73
SALES TAX	418.15
INVOICE TOTAL	6286.88
ADVANCE PAYMENT	6286.88
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD.. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5365 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8459189
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8459189	1	6/17/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	PRIORITY COURIER EXPERTS	14491099-01

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
9		794454 APN--7545973	CA	ENDEAVOR BEVERAGE 12 OZ	12	24.83	223.47
4		860544 Sup#-8T220 TSSI-860554 APN--3203395	EA	BLACK BOOSTER SEAT	1	18.28	73.12
1		813148 APN--6509210	EA	25 COMP RACK W/2 EXTENDERS	1	26.97	26.97
		* Reference order : 14574264					

SUB TOTAL	323.56
SALES TAX	23.05
INVOICE TOTAL	346.61
ADVANCE PAYMENT	346.61
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458192
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458192	1	5/24/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOSOOO	OLD DOMINION	14491100-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
11		772068 Sup#-CG8007544 TSSI-42973 APN--8009276	CA	PLATE 7 1/2" DESSERT	36	93.54	1028.94
45		783463 APN--1433762	BX	RADIANZ SALAD FORK	12	5.68	255.60
70		783460 APN--5433750	BX	RADIANZ DINNER KNIFE 1 PC W/E	12	13.54	947.80
1		794454 APN--7545973	CA	ENDEAVOR BEVERAGE 12 OZ	12	24.83	24.83
22		794440 APN--1544055	CA	ENDEAVOR ROCKS 9 OZ.	12	20.75	456.50
25		792178 Sup#-LG3957 TSSI-93077 APN--4164745	CA	WINE 10-3/4 TEARDROP	36	87.11	2177.75
7		806055 TSSI-63174 APN--3112596	CA	BOWL CLEAR 6" PEBBLED	12	22.04	154.28
7		777045 APN--7115363	EA	PEBBLED BOWL 10"	1	6.06	42.42
12		809767 Sup#-4D825 APN--2253094	EA	10" SCALLOPED TONG	1	17.67	212.04
12		803671 TSSI-94567 APN--1145655	EA	1 OZ SPOUT LADLE	1	6.10	73.20
15		834868 Sup#-7A144 APN--4150975	EA	SERVER SWIRL 42 OZ BLACK	1	13.41	201.15

CONTINUED

Thank You IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458192
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458192	2	5/24/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	OLD DOMINION	14491100-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
20		807621 Sup#-7Z863 TSSI-61625 APN--5329198	EA	PAN PERF HALF SZ 2-1/2" DEEP	1	12.81	256.20
24		800269 Sup#-5C323 TSSI-72016 APN--8246399	EA	INSERT PAN HALF 4" DEEP	1	6.54	156.96
24		806023 TSSI-70186 APN--1329010	EA	SPOON S/S 11" PERFORATED	1	1.74	41.76
12		891259 APN--4479887	EA	WHIP PIANO 16"	1	6.61	79.32
1		811899 Sup#-7N234 APN--3197530	EA	SALAD DRYER 5 GALLON W/BASE SERIAL# CB SERIAL# PC SERIAL# QL1052607570 SERIAL# 051052607570	1	106.40	106.40
4		841128 Sup#-7S150 APN--8344376	EA	WARMER 1200 WATT 22 QT	1	103.67	414.68
14		696829 APN--9710187	CA	NEWPORT 22 OZ CLEAR TUMBLER	36	41.99	587.86
6		835224 Sup#-4C458 APN--8302861	EA	TRAY 27" OVAL BLACK NON SKID	1	24.40	146.40

SUB TOTAL 7364.09

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1260
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458192
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458192	3	5/24/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	OLD DOMINION	14491100-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT

SALES TAX	524.69
INVOICE TOTAL	7888.78
ADVANCE PAYMENT	7888.78
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1.5% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5355 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1200
Customer Service 1-877-210-2840
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021680
INVOICE NUMBER
8458509
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458509	1	6/01/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491859-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		/DWW11	EA	DOUBLE WELL WARMER 9 QT	0	224.00	448.00

SUB TOTAL	448.00
SHIPPING + HANDLING	67.66
SALES TAX	36.74
INVOICE TOTAL	552.40
ADVANCE PAYMENT	552.40
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET®

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1200
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458509
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458509	1	6/01/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491859-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		/DWW11	EA	DOUBLE WELL WARMER 9 QT	0	224.00	448.00

SUB TOTAL	448.00
SHIPPING + HANDLING	67.66
SALES TAX	36.74
INVOICE TOTAL	552.40
ADVANCE PAYMENT	552.40
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458711
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458711	1	6/06/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491858-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO:					
		NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		/GW160	EA	60"L POT RACK WALL MOUNTED	0	130.37	130.37
1		/GW136	EA	36"L POT RACK WALL MOUNTED	0	106.18	106.18
1		/TA89.	PK	PLATED POT HOOKS PACK OF 4	0	23.13	23.13

SUB TOTAL	259.68
SHIPPING + HANDLING	37.93
SALES TAX	21.20
INVOICE TOTAL	318.81
ADVANCE PAYMENT	318.81
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
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Thank You

IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458600
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458600	1	6/02/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOSDOO	FEDEX 3RD PARTY BILLING	14491857-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
				NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164			
1		082333 APN--3128279	EA	CAN RACK,PORTABLE SS TOP	1	277.72	277.72

SUB TOTAL	277.72
SHIPPING + HANDLING	38.49
SALES TAX	22.53
INVOICE TOTAL	338.74
ADVANCE PAYMENT	338.74
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458508
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458508	1	6/01/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491856-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		025073	EA	3 BIN ASSEMBLY	1	237.89	475.78
		Sup#-5A123					
		APN--3045697					
				WHITE,YELLOW,BLUE			

SUB TOTAL	475.78
SHIPPING + HANDLING	39.19
SALES TAX	36.69
INVOICE TOTAL	551.66
ADVANCE PAYMENT	551.66
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS. 1½% ADDED TO PAST DUE INVOICES

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458710
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458710	1	6/06/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491855-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		842050 Sup#-6W422 APN--6483937	EA	16" H.D. IMMERSION BLENDER	1	435.03	435.03

SUB TOTAL	435.03
SHIPPING + HANDLING	14.56
SALES TAX	32.03
INVOICE TOTAL	481.62
ADVANCE PAYMENT	481.62
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

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042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
8353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8458306
PAYMENT DUE BY

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

TOWN & COUNTRY CATERING
BUNKER HILLS COUNTRY CLUB
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	OPENING	111	5/23/11	8458306	1	5/26/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
CASH IN ADVANCE	HOS000	FEDEX 3RD PARTY BILLING	14491103-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
100		/SSB96	EA	BASKET MESH 6" X 9"	0	2.92	292.00
30		/ORHC1	EA	ONION RING SPINDLE	0	5.64	169.20
30		/BSKC69	EA	BASKET 6" X 9" OVAL WIRE CHROM	0	3.83	114.90

SUB TOTAL	576.10
SHIPPING + HANDLING	44.00
SALES TAX	44.18
INVOICE TOTAL	664.28
ADVANCE PAYMENT	664.28
NET TOTAL	.00

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

COVER LETTER

AGREEMENT #

1483890

*** IMPORTANT DOCUMENTS FROM ***

U.S. Bancorp Business Equipment Finance Group

CUSTOMER NAME: K B & JS ENTERPRISES INC

ATTN: JASON HINES / KIM HINES

E-MAIL:

FAX NUMBER:

Thank you for giving us the opportunity to finance your equipment. Enclosed are the documents needed to complete the transaction. Please print the attached documents and sign where the shaded X's appear.

To expedite the closing of your transaction, please follow these simple steps:

1. Sign the attached documents.
2. Complete the Insurance Request Form (if applicable) and fax a copy directly to your insurance agent.
3. Make a photocopy of the check copy (if applicable) and drivers license of all signers.
4. Fax all of the above to **(866) 977-1052** to **Attention: Lori Giefer.**
5. Once faxed, please overnight the original signed documents & original check to:

U.S. Bancorp Business Equipment Finance Group
1310 Madrid St Ste 106
Marshall, MN 56258-4004
Attn: Documentation Department

The check should be in the amount of: **$200.00**

This includes:

	$0.00
Origination & Filing Fee:	$200.00

If your vendor requires payment prior to delivery of the equipment, a pre-funding fee of $49.00 will be added to your first invoice.

If you have any questions, please call **(800) 621-3106.**

1. **FINANCE AGREEMENT:** Subject to the terms of this Equipment Finance Agreement signed by you and us, rather than pay the cash price, you have chosen to request we finance for you the purchase price of personal property described under "ITEM DESCRIPTION" in this Agreement and as modified by supplements to this Master Finance Agreement from time to time signed by you and us (such personal property and any upgrades, replacements, repairs and additions referred to as "Equipment") which you will use for business purposes only. You hereby grant to us a first priority, purchase money security interest in the Equipment and its proceeds to secure your obligations hereunder and under all other agreements with us; and you agree to all of the terms and conditions contained in this Agreement, which together are a complete statement of our agreement regarding the Equipment (this "Agreement"). This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the commencement date and for the number of consecutive months shown above or on the applicable Supplement. You also agree to pay to us interim payments in the amount equal to 1/30th of the monthly payment, multiplied by the number of days lapsing between the date on which payment is made to the supplier and the agreed upon first payment date. If any provision of this Agreement is declared unenforceable, the other provisions shall remain in full force and effect. You authorize us to insert or correct missing information on this agreement including proper legal name, addresses and serial numbers.

2. **PAYMENTS:** Payments will be paid monthly, each in the amount of the monthly payment shown above or on the applicable Supplement plus any applicable tax. You will pay the security deposit on the date you sign this Equipment Finance Agreement. Subsequent payments will be due the first day of each payment period shown beginning after the first payment period. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully repaid, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a $35.00 bad check charge will be assessed.

3. **NONCANCELLABLE:** This is a noncancellable agreement and may not be cancelled. Prepayment is only allowed provided all outstanding billed and future unbilled payments are received and any outstanding charges. You will make all payments whether or not you are satisfied with the Equipment and without deduction for any claim you may have against the supplier of the Equipment or against us.

4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, OR THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.** Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have no had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and as per above, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE.**

5. **LOCATION OF EQUIPMENT/INSPECTION:** You are the owner of the Equipment and agree to keep the Equipment free and clear of all liens and encumbrances and use only at your address shown above and you agree not to move it unless we agree to it in advance. We may inspect the Equipment at any time during normal business hours.

6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid payments for the full term all discounted at four percent. Any proceeds of insurance will be paid to us and credited against the outstanding balance.

7. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep each item of Equipment fully insured against loss, naming us as loss payee, in an amount not less than replacement cost until this Agreement is terminated as to such item. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (losses from intentional acts are excluded), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. You will use the Equipment only as permitted by law and such insurance.

8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for costs, losses or injury caused by the Equipment or its use or related to this Agreement. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

9. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us an origination fee up to $799 due on the date of the first payment to cover, in part, the expenses of originating this transaction. You also acknowledge that in addition to the agreement payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a profit.

10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** You understand that we, without prior notice, have the right to assign this Agreement to another financing source without your consent. You understand that the assignee will have the same rights and benefits but they do not have to perform any of our obligations. You agree that the rights of assignee will not be subject to any claims, defenses, or setoffs that you may have against us.

11. **DEFAULTS AND REMEDIES:** If you do not pay any payment or other sum due to other party or us when due or if you break any of your promises in this Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you (1) pay the unpaid balance of this Agreement, including accrued but unpaid payments, discounted to present value at four percent per annum and (2) unless you have paid the amount in (1), return the Equipment to us to a location designated by us. We may sell, lease or otherwise dispose of all or any part of the Equipment at public or private sale, with or without notice and may bid and purchase the Equipment or any of it at such sale. The proceeds of sale, lease or other disposition shall first be applied to all costs and expenses incurred in taking, removing, holding, repairing and selling or otherwise disposing of the Equipment, attorneys' fees and court costs, and our other obligations hereunder (excluding repayments); then to pay all sums remaining unpaid hereunder; with any remaining surplus belonging to you. You will be obligated to pay any deficiency remaining after such application of proceeds. We may recover interest on any unpaid balance at the rate of 6% per annum. We may also use any of the remedies available to us under Article 9 of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time, and the exercise of any remedy shall not prevent the exercise of any other remedy. It is further agreed that your rights and remedies are governed exclusively by this Agreement.

12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the equipment.

13. **SECURITY DEPOSIT:** Each security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above or in the Supplement. We may commingle the security deposit with other funds.

14. **LAW AND JURISDICTION:** This Agreement will be deemed fully executed and performed in Minnesota or the home state of our assignee as it may be assigned from time to time per Paragraph 10. This Agreement shall be governed by and construed in accordance with the laws of Minnesota or the laws of the home state of assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of Minnesota or assignee's home state and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. Furthermore, you waive the defense of inconvenient forum. In no event will this Agreement be enforced in any way that permits us to collect excessive interest. If any interest payment hereunder exceeds the highest amount allowed by law, it shall be reduced to such rate and the excess interest refunded to you. In such event, you agree we will not be subject to any penalties provided by law for collecting or charging interest in excess of lawful rates.

15. **DELIVERY OF ORIGINALS:** You agree to submit the original agreement documents with the security deposit to the Secured Party via overnight the same day of the facsimile transmission of the agreement documents. Should we fail to receive these originals, you agree to bound by the faxed copy of this Agreement with appropriate signatures on both sides of the document. Customer waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purpose of any enforcement action under paragraph 11.

[redacted]

K B & JS ENTERPRISES INC [redacted] SIDENT

DATED CUSTOMER SIGNATURE AND TITLE

EFA PERSONAL GUARANTY

usbank
Five Star Service Guaranteed

AGREEMENT #

1483890

To induce U.S. Bancorp Business Equipment Finance Group ("Secured Party") to finance equipment to K B & JS ENTERPRISES INC ("Customer") pursuant to Agreement # 1483890 and all Supplements thereto (the "Agreement").

1. The undersigned hereby absolutely and unconditionally guarantees to Secured Party full and prompt payment and performance when due of each and every obligation of Customer under the Financing Agreement.
2. The undersigned hereby waives (i) notice of the acceptance hereof by Secured Party and of the creation and existence of the Agreement and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Secured Party may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchange, release of, or failure to obtain any collateral therefore; (c) any waiver of forbearance granted to Customer or any other person liable with respect to the Agreement or any release of, compromise with, or failure to assert rights against Customer or any such other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Customer may owe to Secured Party.
4. Secured Party shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Customer or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment fr om Customer or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following foreclosure of any mortgage or security interest securing the Agreement whether or not the liability of Customer under the Agreement is discharged by such foreclosure.
6. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Customer, whether or not the liability of the Customer is discharged in whole or in part by such action.
7. The undersigned agrees to pay all costs, expenses and attorneys' fees paid or incurred by Secured Party in endeavoring to enforce the Agreement and this Guaranty.
8. If any payment from the Customer or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Customer), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as fully as if such applications had never been made.
9. If more than one person signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
10. This Guaran ty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Secured Party.
11. By signing this Personal Guaranty, the undersigned authorizes Secured Party to obtain their Credit Bureau Reports for credit and collection purposes.

CONSENT TO LAW, JURISDICTION AND VENUE. The subject Agreement shall be deemed fully executed and performed in the state of Secured Party or its Assignee's principal place of business and shall be governed by and construed in accordance with the law thereof. If the Secured Party or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement and/or this guaranty, the undersigned hereby irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Secured Party's or its Assignee's principal place of business, or any U.S. federal court sitting in the state of the Secured Party's or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Agreement or assets of the Customer, all at the sole election of the Seucred Party. The undersigned hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Secured Party or its Assignee in relation to such matters.

KIM T HINES

Gu[redacted]

X [redacted]

Sig[redacted]

Hon[redacted]

City[redacted]

X [redacted] //

Home Phone Date

PAYMENT SCHEDULE "B"

APPLICATION #	AGREEMENT #
1483890	

This Payment Schedule "B" is to be attached to and become part of the Agreement dated _____. Except for the below changes in the payment schedules, all terms of the Agreement shall remain in full force and effect.

Term in months from commencement date: 36.

Upfront Type and Amount:

Advance Payment*	$0.00
Security Deposit*	$0.00
Down Payment*	$0.00

Payment Schedule as follows:
* plus applicable taxes

3 Monthly Payment(s)* of $ 0.00

33 Monthly Payment(s)* of $ 556.31

$18,358.22

This Payment Schedule "B" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

K B & JS ENTERPRISES INC

Cus[redacted]

Sig[redacted]

PRESIDENT
Title

6-26-11
Date

SCHB.REV04/07

EFA ELECTRONIC PAYMENT FORM

AGREEMENT #

1483890

K B & JS ENTERPRISES INC hereby requests and authorizes Secured Party or its assigns to initiate debit and/or credit entities on or about the due date per this Agreement for any and all agreed amounts due per Agreement # 1483890 to the Depository Account designated below and authorizes the Depository Financial Institution (Bank) designated below to debit and/or credit same to such account. This Agreement shall continue until BANK has received written termination thereof from both the Customer or at the discretion of the BANK. Changes in the amount due may result from a change in tax and/or fees. **Please note that your bank statement will reference USBEquipFinance, our parent company, as the drawer of your payments.**

Name of Bank _____ City/State/Zip _____

Bank Transit/ ABA No. _____ Account Number _____

Please Print Signature and Title of Authorized Signer _____

****

X PLEASE ATTACH A VOIDED CHECK COPY FOR ACCOUNT VERIFICATION

****

By signing this payment form, Customer acknowledges the above change to the Agreement and authorizes Secured Party to make such change. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Do you wish to continue to receive monthly invoices? _____ YES _____ NO

K B & JS ENTERPRISES INC

Custo[redacted]

X _____

Signature JASON HINES

PRESIDENT

Title

6-24-11

Date

NOTE! SIGNER OF THIS ADDENDUM MUST BE SAME AS ON FRONT OF AGREEMENT. A FACSIMILE OF THIS AGREEMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

usbank
Five Star Service Guaranteed

DRIVERS LICENSE REQUEST

AGREEMENT #

1483890

Please attach a copy of ALL SIGNORS Drivers License:
(including signature)

S.T.A. Financial, Inc.

23505 Smithtown Road, Suite 250 ♦ Excelsior, MN 55331
Direct Phone (952) 224-2411 ♦ ♦ Fax (952) 400-8701 Cell (612) 751-1234
e-mail: sanderson@eq-finance.com

FINANCING APPROVAL PROPOSAL COMMITMENT LETTER

Date: 6/8,2011

To : Kim Hines
KB & J's Enterprises, Inc.
3155 Empire Lane
Plymouth, MN 55447

FINANCING PROPOSAL: Foremost Aloha POS System

Our proposed terms on this transaction are as follows:

Debtor:	KB&J's Enterprises, Inc.
Equipment:	(see quotations)
Estimated Equipment Cost:	$ 16,500 (Invoice $ 19,632.06 customer will pay difference)
Term:	37- Months
Upfront Fee Required:	$ 2,225.24 (equal to 4 payments)
Net Amount Financed	$ 16,500.00
Estimate Monthly Payment:	$ 556.31
Personal Guaranty:	Kim Hines & Jason Hines
Corporate Guaranty:	KB&J's Enterprises, Inc.
Origination Fee:	3.0% = $ 495.00
Credit Processing Fees:	$ 300.00 (payable to participant bank)
Total Fee Required Upfront	$ 2,720.24
Estimated Commencement:	6/15/11

Deposit: A deposit equal to 4 monthly payments, along with the origination fee is payable in advance to S.T.A. Financial. The final documents will reflect the 33 remaining monthly payments. If S.T.A. Financial or its finance partners fails to approve the transaction substantially as proposed herein, S.T.A. Financial shall refund said deposit in full, less the credit processing fee. However, if S.T.A. Financial or its finance partners does approve this transaction substantially as proposed herein, but Debtor chooses not to close the transaction through no fault of S.T.A. Financial, then S.T.A. Financial may regard the entire deposit as being "earned " by it.
Upon your acceptance of this **APPROVAL PROPOSAL**, please sign below and return along with an acceptance check of **$2,720.24** made payable to S.T.A. Financial, Inc. This proposal is valid until **June 18,2011** Please call with any questions you may have.

Sincerely,

Scott Anderson
President
S.T.A. Financial, Inc.

DEBTOR: KB& J's Enterprises, Inc.

Accepted By: _____

Printed Name & Title: _____

FOREMOST

Sales Agreement

Business Systems Incorporated
4834 Park Glen Road – Minneapolis, MN 55416 – (952) 920-8449 – Fax (952) 920-7880

Date	Salesperson	Contact Person	Email Address
6/7/2011	Jim Gaul	Jason Hines	jasonhines70@aol.com

Sold To	Ship To
KB & J's Enterprises, Inc.	
Address	Address
12800 Bunker Prairie Dr	
City State Zip	City State Zip
Coon Rapids , MN 55448	

Phone	Requested Delivery
612-964-4237	ASAP

	Quantity	Item Description	PN #
*		**SOFTWARE:**	
	1	Aloha Key USB	
	9	Aloha Terminal Licenses	TS PRIME
	1	Aloha EDC Terms (4 +)	TSCRCRD4
	1	AVG WIN 2008 Server	300095127
	1	Radiant Command Center	3PRDFRS
	1	Mozy Pro Online Backup	MOSYPRO
*		**HARDWARE:**	
	1	S338 4GB 2HD160 Raid 2NIC SVR2008	S338-006
	1	Keyboard/Mouse	KB/MS
		Overnight Shipping of File Server	
		Includes Staging, ON-Site Re-Programming of terminals, Secure File Server Set Up, Menu Programming, live support.	
		Includes annual phone support contract.	
		Includes 1 year software membership	
		Includes 1 year replacement warranty on Server	
		Customer supplied hardware will be serviced on a Time and materials basis.	
		RADIANT RSS YES _____ NO _____	
*		Includes: Radiant Threat Defender, Site Shield Firewall), Secure Access, Breach Assistance ($ 50,000.00)	

*** This order constitutes a legal and binding sales contract, and is subject to all the terms and conditions on the front and back sides hereof. READ BOTH SIDES OF THIS CONTRACT BEFORE SIGNING.**

*** This contract shall be effective only when approved and executed by an officer of Foremost Business Systems, Inc.**

*** Payment in full for the above equipment is due upon installation. Leasing or any payment method other than cash must be approved in writing by Foremost Business Systems, Inc., prior to delivery and installation.**

*** The applicable warranty period includes all parts, labor, Upgrade Software, and Phone Support. Warranty is subject to the terms and conditions on the reverse side hereof.**

*** This quote does not include electrical or communication wiring unless specifically listed above.**

Pricing valid for 30 days from 6/7/2011.

Contract Price		$18,326.31
Sales Tax	7.125%	$1,305.75
Total Contract		$19,632.06
Down Payment		$ 3,132.06
Balance Due		$16,500.00

Customer Signature _____ **Foremost Signature** _____

Date _____ **Date** _____

FOREMOST
Business Systems Incorporated
4834 Park Glen Road • Minneapolis, MN 55416 • (952) 920-8449 • Fax (952) 920-7880

12/2/11

To: Jason Hines

RE: Harvest Grill @ Bunker

Jason:

Foremost Business Systems does not have any Liens or Amounts Due in respect to Harvest Grill @ Bunker at this time.

Sincerely:

[redacted]

Leo D. Zielinski

Foremost Business Systems

leo@foremostpos.com

06/17/11 290629

KB & J'S ENTERPRISES, INC
12800 BUNKER PRAIRIE DR

COON RAPIDS, MN 55448

KB & J'S ENTERPRISES, INC
12800 BUNKER PRAIRIE DR

COON RAPIDS, MN 55448

46082 06/15/11 008101 020 612-964-42 DELIVER 06/16/11 PAYMNT REQUIRED
37 JASON

LEASED THROUGH S.T.A. LEASING

1	1	*AT	ALOHA TABLE SERVICE SYSTE	18,326.31	EA	18,326.3
1	1	S338-006K Serial no:	COMP 4GB I3RAID DVD SVR08 2430	.00	EA	.0
1	1	KBUSB-BLK	KEYBOARD USB BLACK	.00	EA	.0
1	1	MC9002-BLK	MOUSE USB BLACK	.00	EA	.0
1	1	BLANKUSB Serial no:	SOF ALOHA KEY USB K97925	.00	EA	.0
1	1	ALTBLSER/9	SOF ALOHA TABLE SER 9TERM	.00	EA	.0
1	1	ALCRDTMX-4+	SOF ALOHA CRDT MX 4 TERM	.00	EA	.0
1	1	RDF	SOF RADI DEPLOYMENT FRMWK	.00	EA	.0
1	1	300405871	SOF AVG BUSINESS 2011	.00	EA	.0
1	1	MOZYPRO	SOF MOZYPRO ONLINE BACKUP	.00	EA	.0
1	1	*FRT ND	FREIGHT NEXT DAY AIR	.00	EA	.0

FOR THE FILE SERVER
INCLUDES STAGING, ON-SITE RE-PROGRAMMING OF
TERMINALS, SECURE FILE SERVER SET UP, MENU
PROGRAMMING, "LIVE" SUPPORT.
INCLUDES ANNUAL PHONE SUPPORT, 1 YEAR SOFTWARE

06/17/11 290629

KB & J'S ENTERPRISES, INC
12800 BUNKER PRAIRIE DR

COON RAPIDS, MN 55448

KB & J'S ENTERPRISES, INC
12800 BUNKER PRAIRIE DR

COON RAPIDS, MN 55448

46082 06/15/11 008101 020 612-964-42 DELIVER 06/16/11 PAYMNT REQUIRED
37 JASON

MEMBERSHIP, 1 YEAR REPLACEMENT WARRANTY ON SERVER. CUSTOMER SUPPLIED HARDWARE WILL BE SERVICED ON A TIME AND MATERIALS BASIS.

9	9	23-770I	ADAPTOR DB25M/RJ45 8C	.00 EA	.0
9	9	CN10327	ADAPTOR DB9/RJ45F SER	.00 EA	.0
9	9	60-550	CORD PATCH CAT5 3'	.00 EA	.0
2	2	60-560	CORD PATCH CAT5 7'	.00 EA	.0

TOTAL DUE ON SYSTEM = $19,632.06
PAID DOWN 6/17/11 CH# 12286 = $3,132.06
BALANCE DUE LEASING COMPANY = $16,500.00

18,326.31

.00

				1,305.75
Amount received:	3,132.06	Check#:	12286	.00
**** Balance due:	16,500.00	***		19,632.06

				66.10
Amount received:	993.78	Check#:	12286	.00
**** Balance due:	.00	***		993.78

06/17/11 290630

HARVEST GRILL @ BUNKER
12800 BUNKER PRAIRIE DR

COON RAPIDS, MN 55448

HARVEST GRILL @ BUNKER
12800 BUNKER PRAIRIE DR

COON RAPIDS, MN 55448

46085 06/15/11 008101 020 JASON/DEB DELIVER 06/16/11 PAYMNT REQUIRED

1	1	*QP COMP	ADD ON HARDWARE	927.68 EA	927.6
9	9	C61511	CARD SERIAL EPSON TM88	.00 EA	.0
1	1	CD10164 Serial no:	DRAWER RADI 16 BIXOLN PRT B110400232	.00 EA	.0
1	1	18-235	PAPER DBL PLY 3" 50 ROLLS	.00 CS	.0

927.68

.00

TimePayment Corp.
16 N.E. Executive Park #200 Burlington, MA 01803

NON CANCELABLE COMMERCIAL EQUIPMENT LEASE AGREEMENT

[illegible]	LEASE AUTHORIZATION NUMBER
[illegible]	[illegible]

This is a Lease Agreement between TimePayment Corp., ("Lessor") whose address is shown above and the Lessee indicated to the right.

Lessee Acknowledges that it is entering into this lease with TimePayment Corp. and that TimePayment Corp. is not in any way associated or affiliated with the Equipment Vendor, Dealer or Manufacturer.

This is a legally binding contract. If the terms and conditions are not fully understood, legal advice should be sought.

COMMENCEMENT [illegible]

LEGAL NAME OF LESSEE (IF CORPORATION, LIST FULL CORPORATE NAME)
KB & J's Enterprises, Inc.

BILLING ADDRESS
21431 141st Ave N, PO Box 93

CITY	STATE	ZIP	LESSEE PHONE NO.
Rogers	MN	55374	763-428-3013

Automatic Debit Option Only for BUSINESS Checking Accounts
For alternative payment option please read section 2 below.

BANK Wells Fargo NAME ON ACCOUNT KB+J
ROUTING # 091000019 BUSINESS CHECKING# 5814706890

BY SIGNING BELOW ON BEHALF OF THE LESSEE, I CHOO[illegible] AMOUNTS OWED UNDER THE LEASE FROM TIME TO TIM[illegible] ACCOUNT SHOWN ABOVE WHEN DUE. YOU AND YOUR A[illegible] THIS PURPOSE. I REPRESENT AND WARRANT ON BEHA[illegible] ESTABLISHED AS A BUSINESS PURPOSE CHECKING AC[illegible] [illegible]

Pd 2 prints down Entertec bill = 21.495.

EQUIPMENT VENDOR NAME
Entertech

ADDRESS
9555 James Ave South

CITY	STATE	ZIP	PHONE NO.
Minneapolis	MN	55431	952-887-9000

VENDOR CODE	EQUIPMENT VENDOR SALES REP. NAME
15	Britten

IF EQUIPMENT AND/OR COMPONENTS ARE NOT NEW, SELECT ONE:
☐ USED ☐ RECONDITIONED - CONTAINS USED PARTS

LOCATION OF EQUIPMENT IF DIFFERENT FROM ABOVE:
12800 Bunker Prairie Dr, Coon Rapids, MN 5[illegible]

MANUFACTURER, DESCRIPTION, MODEL & SERIAL NO.
See multiple equipment addendum

A. SCHEDULE OF PAYMENTS

BASE MONTHLY PAYMENT $ 1,295.29 FOR 24 MONTHS

(PLUS TAXES AND TAX PROCESSING FEE, AND LOSS OR DESTRUCTION WAIVER, IF APPLICABLE, AS DESCRIBED IN SECTIONS 16 AND 17 OF THIS LEASE AGREEMENT)

B. PAYABLE AT THE SIGNING

☑ BASE MONTHLY PAYMENT	$ 1,295.29
☑ SALES / USE TAX	$ 94.30
☑ DOCUMENTATION FEE (If not paid at closing, this fee will be due Post Funding)	$ 250.00
☐ DOWN PAYMENT	$
☑ OTHER	$ 1,235.98
TOTAL	$ 2,875.55

LESSEE #1 [redacted]
Authorized S[redacted]
Print Name [redacted]
Title President Date 4-18-11

LESSEE #2 (If applicab[redacted]
Authorized Signature (X) [redacted]
Print Name Kim Hines
Title Vice President Date 4-18-11

TIMEPAYMENT CORP. [illegible]

PERSONAL GUARANTY: To induce Lessor to enter into this Lease, the undersigned party unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay attorney fees and other expenses incurred by Lessor by reason of the Lessee's default as detailed in Section 6 of this Lease. The Undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. The Undersigned consents to any extensions of time or modifications in the amount of payment granted to Lessee and to the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty. The undersigned specifically understands and also agrees with the underlined provision concerning the proper venue for any action whatsoever arising out of this Lease.

[redacted]
Date 4-18-11

Guarant[redacted]
#2 (X) [redacted]
Date 4-18-11

LEASE TERMS AND CONDITIONS

1. Terms and Conditions. In this Lease Agreement, the words "I", "me", "my", "mine", mean the Lessee and Guarantor(s). The words "you", "your" and "yours" mean the Lessor. "Equipment" is the item I am leasing, and encompasses any combination of tangible assets. I acknowledge that I have been informed in writing by you of the Equipment Vendor's identity, and that I may have rights under the purchase agreement between you and the Equipment Vendor. I may contact the Equipment Vendor for a description of such rights.

2. Payment Terms. I agree to pay you the "TOTAL" amount shown above upon signing the Lease Agreement. I also agree to pay all additional monthly Lease payments when due, starting with the commencement date shown above and every 30 days thereafter for the Lease term. The amount of the monthly Lease payment due from month to month may vary from the amount shown as "First Total Monthly Payment" due to: local, state and other taxes owed on the Equipment, your monthly tax processing fees, charges owed on any Loss or Destruction Waiver, past due amounts, late fees, and other charges I may owe under the Lease Agreement from time to time, as provided herein. This means that the amount of my monthly Lease payment may change each month and, if the payment is made under the "auto debit" payment option, that the amount debited from my account may also vary and I agree to keep sufficient funds in my business checking account to pay the amount owed each month. If I have chosen to be statement billed by not completing the Automatic Debit Option above, or if I have selected the direct debit option, and you find it necessary to statement bill due to the direct debit information being incomplete, inaccurate or due to insufficient funds in my checking account, or for any other reason beyond your control, you are authorized to add a $5.00 per month charge to my monthly payment amount as reimbursement for your added services and processing expenses.

The Parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any suit, action or other proceeding arising out of or related to the parties obligations hereunder shall take place exclusively in the county in which the Lessee and/or Personal Guarantor are located if initiated by TimePayment Corp., and shall take place exclusively in Middlesex County, Massachusetts if initiated in any way by the Lessee and/or Personal Guarantor. It is further agreed and understood that the corporate headquarters of TimePayment Corp. is located within the venue of The District Court Department of the Trial Court, within Middlesex County. The Parties further agree to waive any right to trial by jury so that trial shall be by and only to the Court.

I have read and agree to the terms which appear in this Lease and understand same. This Equipment is leased as is for business and/or professional purposes and this Lease is not a consumer contract. I acknowledge you are a lessor under a "finance lease", as that term is defined in UCC Article 2A, and not a manufacturer, distributor, agent or reseller. Your only role was to provide Lease financing. I acknowledge receipt of a completed copy of this Lease Agreement with all Lease terms filled in. I understand my obligations under this Lease become irrevocable upon my acceptance of the Equipment.

AGENCY DISCLAIMER – NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

3. Credit Inquiries and Credit Reporting: You, your authorized affiliates, your outside attorneys and your authorized suppliers are authorized to check my credit and employment history for the purposes of determining my credit worthiness at the time of application or thereafter in connection with the same transaction or extension of credit and for the further purposes of reviewing the account, taking collection activity on the account, and skip tracing. You are further authorized to provide history information to others about my credit standing and your credit experience with me, including but not limited to credit bureaus, other companies, outside collection agencies and outside attorneys.

4. Commencement of Lease; Lease Term: The commencement date (the "Commencement Date") shall be the date when the Lease is accepted and executed by you. The original Lease Term will commence on the commencement date and expire at the end of the number of months indicated on the front page.

5. End of Lease Term: At the end of the original Lease Term I have the following options: 1. I can promptly return the Equipment in good condition, except for ordinary wear and tear, to you or to the person and place you indicate, or 2. I can extend the Lease for the same terms and conditions as stated herein on a month-to-month basis until such time as I give you written notice that I elect to terminate the lease at least 30 days prior to such termination and return the Equipment, or 3. Upon my request I can purchase the Equipment for the fair market value as quoted by you at that time plus any applicable taxes. The amount will not exceed 10% of the aggregate lease payments (i.e. the total of the base monthly payment due during the entire term of the Lease). Unless I notify you in writing of which option I choose 30 days prior to the expiration of the Lease Term, I shall be deemed to have chosen option 2 (Month-to-Month Rental). You will return any Security Deposit after deducting any amounts I owe you under the conditions of this agreement if I choose option 1 from above.

6. Late Payments and Collection Costs: There will be a processing charge of up to $20.00 or whatever fee is allowable by law for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. If I do not make a payment within 5 business days of its due date, I must pay you in addition to the payment a late charge of 15% of the late monthly payment (but at least $5.00 per month). I will pay you your collection costs, including charges for collection letters (not to exceed $5.00 per letter), collection phone calls (not to exceed $5.00 per call), collection agency fee (not to exceed $50.00 per placement), collection agency charge (an amount not to exceed 30% of the amount paid by you to the collection agency), pre-suit notification legal letter fee (not to exceed $20.00 per letter), and pre-litigation administrative preparation fee (not to exceed $200.00) whenever such costs are incurred. I will also pay your legal costs in the event that you obtain a judicial ruling or decision in your favor regarding my liability under the Lease Agreement, including reasonable Attorneys' fees, court costs and service of process fees.

7. Default A: I will be in default of the lease if: 1. I fail to pay any amount due you within 60 days of the due date. 2. The Equipment becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to my neglect or misconduct. 3. I (or any guarantor of my obligation hereunder) file or there is filed against me (or any guarantor of my obligation hereunder) a petition in U.S. Bankruptcy Court or I (or any guarantor of my obligation hereunder) have made an assignment for the benefit of creditors. 4. The Equipment is lost, stolen or destroyed, if the loss is not covered by the loss or destruction waiver. 5. I fail to return the Equipment at the end of the lease term if I have chosen the option of returning the Equipment at the end of the lease term. 6. I fail to follow any other terms of this Lease.

8. Default B: If I default you have the right to exercise any or all of the following remedies, to the extent permitted by law: 1. Terminate this Lease without giving me notice. 2. Require the immediate payment of all amounts then due plus the unpaid balance of the amounts due for the original or extended term of the Lease discounted by an annual discount rate compounded monthly of at least 4%. 3. Take possession or request that I return the Equipment to you. You will credit my account for any amounts received, net of expenses, in the event of disposition of the Equipment in excess of the assumed Fair Market Value at the end of the Lease Term. 4. Lawfully enter my property and take the Equipment. If you repossess the Equipment, I will pay you your repossession costs, plus a $50 disposition fee. 5. Charge me the fair market retail value of the Equipment on the date of its loss, theft, or destruction. 6. Keep any security deposit I have given to you to reduce the amount I owe. 7. Charge me any amount necessary to put the Equipment in good condition, ordinary wear and tear excepted. 8. Until I return the Equipment continue to charge me additional monthly lease payments beyond the end of the lease term. 9. Obtain, share and use information concerning me, including but not limited to, social security number, employment, name, date of birth, credit reports, tax identification numbers ("information") to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collection of money I owe you.

9. De-Installation and Removal Charges: I am fully responsible for any costs associated with the de-installation and/or removal of the Equipment for whatever reason.

10. Maintenance of Equipment: I agree to maintain the Equipment in good operating and physical condition at my expense, ordinary wear and tear excepted.

Lessee's Initials _____

LEASE TERMS AND CONDITIONS CONTINUED

11. Disclaimer of Warranties: I understand that the Manufacturer may have provided a warranty on the Equipment. I will refer to the owner's manual or separate Manufacturer's certificate for the actual terms of the warranty. I understand that you have not given me either express or implied warranties for the Equipment I am leasing or other services, access and/or use with the Equipment. You have specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. You will have no liability for indirect, consequential or special damages. I have chosen this specific Equipment based on my own judgement and expressly disclaim any reliance upon any statements or representations made by you.
12. Equipment Servicing: I understand that no servicing of any kind is provided by you. I am to look to the Equipment Vendor/Supplier for any claims, servicing or warranties if any, and I specifically and unconditionally waive any claims, present or future, against you. Any failure of Equipment, service or misoperation of any kind, whatever, is no basis for nonfulfillment of my obligations under the Lease.
13. Manner of Execution: Facsimile signatures shall be deemed as fully enforceable valid signatures as if such signature were an original signature as of the date executed.
14. Alterations: I shall not make alterations, additions or improvements to the Equipment without your prior written consent. All additions and improvements made to the Equipment shall belong to you.
15. Loss or Destruction of the Equipment: I shall bear the entire risk and be responsible for loss, theft, damage or destruction of the Equipment from any cause whatsoever after I receive possession of the Equipment. I will notify you immediately if the Equipment is lost, destroyed, stolen or taken by any other person. If the Equipment has only been partially damaged, you may require that I have it repaired. If you determine it is not reparable, then it will be considered destroyed.
16. Insurance: I will keep the Equipment fully insured against loss, destruction, theft or damage and will provide an insurance binder naming you as loss payee.
17. Loss or Destruction Waiver: You will waive my responsibility for loss or destruction of the Equipment and for keeping the Equipment fully insured during the lease term. After loss or destruction of the Equipment, you will provide for its replacement with Equipment of comparable value at that time to the extent that I took reasonable care in preventing the loss or destruction of the Equipment. I will promptly notify you of the loss. I will cooperate with you in making any claim with respect to the Equipment, including providing Police and Fire report documents to substantiate the claim. If I do not provide proof of insurance, I am deemed to have chosen to buy the Loss or Destruction Waiver, and I will pay you an amount not to exceed 25% of the base monthly lease payment due per month for such waiver.
18. Taxes and Tax Processing Fee: I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to the Lease and the equipment whether local, state, federal and otherwise, which now or hereafter is imposed on Lessee or Lessor. I agree that you may estimate the property and sales/use taxes that will be due for the equipment and agree to pay you the estimated taxes in monthly installments together with the monthly processing fee. The monthly processing fee will not exceed $3.00 per month. Such fee will reimburse you for your costs of preparing, reviewing, and filing the returns and for your overall processing expenses. The taxes and tax processing fee may vary from month to month and from Lease to Lease.
19. Notice: I will send all notices to you in writing by certified mail to your address on the front page of this Lease. You will send all notices to me at the address listed on this Lease unless I tell you of a change of address.
20. Changes on Terms of the Lease: This Lease explains all the terms and conditions for the use of the Equipment I am leasing. The terms and conditions may not be changed orally. You and I must both give written approval before any changes are made.
21. Collateral: As security for payment of this Lease, I give you a security interest in the Refundable Security Deposit found on the other side. If the Equipment is lost, stolen, damaged, destroyed, or if I fail to return the Equipment to you at the end of the Lease, you have the right to apply the Refundable Security Deposit to reduce the amount I owe, in addition to whatever other rights you may have at law or equity. No interest will be paid on the Refundable Security Deposit.
22. Assignment: Without your prior written consent, I shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein, or (b) sub-lease, or lend the Equipment or permit it to be used by anyone other than me or my employees. I acknowledge that any assignment by you of any of your interest in this Lease would neither materially change my duty nor materially increase the burden of risk imposed upon me under this Lease. Nevertheless, I acknowledge that your assignment is permitted even if such assignment would be deemed to materially affect lessee's interest hereunder. You may assign this Lease and/or mortgage the Equipment in whole or in part without notice to me, and your assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to me. Each such assignee and/or such mortgagee shall have your rights but none of your obligations under this Lease. I shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that I may have against you. Subject to the foregoing, this Lease inures to the benefit and is binding upon the heirs, legatees, personal representatives, survivors and assigned of the parties hereto.
23. Ownership: The Equipment is, and shall at all times remain, your property, and I shall have no right, title or interest in it except as expressly set forth in this Lease. I will not directly or indirectly create or permit to exist, and will promptly and at my own expense discharge, any lien, charge or encumbrance on the Equipment, except for any lien, charge or encumbrance resulting solely from your acts. You may sign and file any documents, including a copy of this Lease, in the public records as necessary to protect your ownership and any security interest in the Equipment.
24. Use: I shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance.
25. Indemnity: To the extent permitted by law, I shall indemnify you against, and hold you harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees arising in connection with the Equipment, including without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return.
26. Change of Name, Billing Address, Bank Account Change: I will inform you, within one week, of any change in my name, address, billing address, telephone numbers, location of the Equipment, or the bank checking account used for ACH debit. You will charge me up to $100 if I fail to do so. You are authorized to correct any typographic or spelling errors made on the front of this Lease Agreement regarding my address, telephone numbers, Equipment leased or identification numbers of the Equipment.
27. Miscellaneous: If any provision in this Lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement and we agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision. Notwithstanding any provision contained herein the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged and received in this Lease transaction as determined by final judgement of a court of competent jurisdiction, including appeals therefrom.

(a) Lessee's Initials [redacted]

TimePayment
The better way to sell.

AMENDMENT
MULTIPLE EQUIPMENT AGREEMENT

This amendment makes reference to the attached Equipment Lease Agreement bearing Authorization Number 32674400. The attached Lease Agreement is incorporated herein by reference. This amendment supersedes only the Equipment Description Information Sections contained in the Lease Agreement.

Please list the Description of Lease Equipment. Include Quantity, Manufacturer, Model and Serial Number.

3 Panasonic Projector model#PT-FW300U
3 Chief ceiling mount model#RPAU
3 Chief Ceiling Plate model# CMA115
3 Shop pipe/steel/rigging
3 Draper 161" motorized screen model#Envoy
24 EV C8.2 inc ceiling speaker
2 EV Amplifier model#PA2250
3 AMX wall control model#cp-1016-tr-us
1 Rane Room combiner model#RPM 88

[redacted]
Authorized Signature
4/18/11
Date

TimePayment Corp:
Authorized Signer
/ /
Date

L[redacted]
Authorized Signature
4/17/11
Date

28811

KB&J'S ENTERPRISES, INC
PO BOX 93
21431-141ST AVE N
ROGERS, MN 55374

WELLS FARGO BANK, N.A.
ROGERS, MN 55374
17-1-910

4/18/2011

PAY TO THE ORDER OF Time payment Corp. $ **2,875.55

Two Thousand Eight Hundred Seventy-Five and 55/100********** DOLLARS

Security features. Details on back.

Time payment Corp.

[redacted]

MEMO AUTHORIZED SIGNATURE

⑈028811⑈ ⑆091000019⑆ 581470689 0⑈

B&J'S ENTERPRISES, INC
DBA BROADWAY BAR AND PIZZA

28811

Time payment Corp.	4/18/2011	
	Equipment lease for bunker	2,875.55

Checking - Wells Farg 2,875.55

28795

KB&J'S ENTERPRISES, INC
PO BOX 93
21431-141 ST AVE N
ROGERS, MN 55374

WELLS FARGO BANK, N.A.
ROGERS, MN 55374
17-1-910

PAY TO THE ORDER OF

VOID

$

DOLLARS

Security features. Details on back.

MEMO

AUTHORIZED SIGNATURE

⑈028795⑈ ⑆091000019⑆ 5814708890⑈

Entertech

9555 James Avenue South
Suite 205
Minneapolis, MN 55431
952-887-9000, 952-887-2839 fax

Invoice

DATE	INVOICE #
4/26/2011	129470

BILL TO
Timepayment Corp. 16 NE Exective Park, #200 Burlington, MA 01803

P.O. NO.	TERMS
Bunker Hills	Net 15

DESCRIPTION	SERVICED	QTY / HRS	RATE	AMOUNT
Video equipment. Panasonic PT-FW300U video projector.	4/1/2011	3	2,280.00	6,840.00T
Video equipment. Chief RPAU projector ceiling mount.	4/1/2011	3	150.00	450.00T
Video equipment. Chief CMA115 ceiling plate.	4/1/2011	3	40.00	120.00T
Video equipment. Pipe / steel / rigging.	4/1/2011	3	75.00	225.00T
Video equipment. Drapper Envoy 161" motorized screen.	4/1/2011	3	1,630.00	4,890.00T
Audio equipment. EV C8.2 ceiling speaker.	4/1/2011	24	130.00	3,120.00T
Audio equipment. EV PA2250 amplifier.	4/1/2011	2	550.00	1,100.00T
Audio/video equipment. AMX CP-1016-TR-US wall control.	4/1/2011	3	550.00	1,650.00T
Audio equipment. Rane RPM 88 room combiner.	4/1/2011	1	3,100.00	3,100.00T
SHIP TO: KB & J Enterprises Inc. 12800 Bunker Prairie Drive Coon Rapids, MN 55448				

B. Gilbertson @ Entertech av1.com

Thank you for your business.

Total

Entertech

9555 James Avenue South
Suite 205
Minneapolis, MN 55431
952-887-9000, 952-887-2839 fax

Invoice

DATE	INVOICE #
4/26/2011	129470

BILL TO
Timepayment Corp. 16 NE Exective Park, #200 Burlington, MA 01803

P.O. NO.	TERMS
Bunker Hills	Net 15

DESCRIPTION	SERVICED	QTY / HRS	RATE	AMOUNT
Tax exempt, resale			0.00%	0.00

Thank you for your business.

Total $21,495.00

Lessor: Pawnee Leasing Corporation
700 Centre Avenue
Fort Collins CO 80526

NOTICE: This lease is a non-cancelable legal commitment. You will be required to pay taxes, fees and other charges in addition to rent. Some charges are in amounts greater than our actual costs, risks or exposure. You may avoid or reduce some, but not all charges by complying with the terms of this lease.

LEASE AGREEMENT

Leasing Customer (Lessee): Complete with Full Legal Name, if a corporation, use exact registered corporate name.

Company Name: KB&J Enterprises, Inc.

Billing Address 12800 Bunker Prairie Dr	Supplier of Equipment
Coon Rapids MN 55448	**See Attached Schedule "A"**
County: Anoka Phone: 763-559-4461	Phone: Salesperson:

EQUIPMENT DESCRIPTION (Include Quantity, Make, Model, Serial Numbers) **See Attached Schedule "A"**

Equipment Location: Equipment Cost: $30,017.76

SCHEDULE OF RENTAL PAYMENTS		Payment	$2,277.75
Term of Lease (in months)	22	Payment with Tax (Tax Rate 7.125 %)	$2,440.04
Total Number of Rental Payments	22	Security Deposit (# of payments w/ tax or %)	$0.00
Administration Fee	$825.00	Total Initial Payment (Security Deposit + Adm Fee)	$825.00

DO NOT SIGN THIS LEASE UNLESS YOU UNDERSTAND AND AGREE TO ALL OF ITS TERMS (INCLUDING PAGES 1,2,3,4 AND ALL ADDENDA).

[redacted], Inc.

[redacted] President 3-15-11

Signature Title Date

1. LEASE: Lessor hereby leases to the Lessee the above Equipment (hereinafter called "Equipment") for the number of months and the rental payments as set forth above and on the terms and conditions stated herein AND ON PAGES 2,3,4, and all Addenda. Lessee agrees that if there are any inconsistencies between the Terms and Conditions of the Lease and of any of the Lessee's written purchase orders, the terms of this Lease will govern. The rental payments shall commence when the Lessee has received Equipment which is equal to fifty percent of the value at the cost to Lessor of all the Equipment to be leased hereunder and shall continue thereafter to be paid on the first (1st) or fifteenth (15th) day, as specified in the "Authorization Agreement for Automatic Withdrawal" executed concurrently herewith, of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Rental Payments as set forth above. Lessee agrees to pay Lessor additional rent (interim rent) in an amount equal to 1/30th of the monthly payment with tax, multiplied by the number of days between the date the Equipment is purchased by Lessor and the first rental payment due date. All rental payments by Lessee shall be payable at the office of Lessor or at such other places Lessor may from time to time appoint. Lessee hereby authorizes Lessor the use of the Security Deposit made by Lessee under this Lease and agrees that the Security Deposit shall not earn interest for the time period when the Lessor is holding the deposit. Such Security Deposit will be returned to Lessee at the expiration of this Lease, less any amounts outstanding hereunder and any outstanding charges or expense to bring the Equipment to good working order and repair.

2. DISCLAIMERS OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES: THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by their signature above as follows:

(a) **LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;**

(b) Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to the Lessee's complete satisfaction;

(c) Lessee leases the equipment as is, where is and with all faults;

(d) Lessee specifically acknowledges that the Equipment is leased to the Lessee solely for commercial or business purposes and not for personal, family, household, consumer or agricultural purposes;

(e) If the Equipment is not properly installed, does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the supplier or manufacturer of the Equipment and not against the Lessor;

(f) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the supplier or the manufacturer of the Equipment;

(g) Lessee shall have no remedy for consequential or incidental damages against Lessor; and
(h) No defect, damage, or unfitness of the equipment for any purpose shall relieve Lessee of the obligation to pay rent or relieve Lessee of any other obligation under this Lease; and
(i) LESSEE ACKNOWLEDGES THAT, UPON ACCEPTANCE OF THE EQUIPMENT ITS OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND LESSEE AGREES TO PAY AND PERFORM ITS OBLIGATIONS HEREUNDER WITHOUT OFFSET, COUNTERCLAIM OR DEFENSE, ALL OF WHICH ARE HEREBY WAIVED TO THE FULLEST EXTENT PERMITTED BY LAW. The parties have specifically negotiated and agreed to the foregoing paragraph.

3. DELIVERY AND ACCEPTANCE: The Equipment shall be shipped directly to the Lessee by the SUPPLIER. Upon delivery of the Equipment to Lessee, Lessee shall be deemed to have irrevocably accepted the Equipment under this Lease and the Equipment shall be conclusively presumed as between Lessor and Lessee, that the Equipment is in good working order and condition and that Lessee has accepted and is satisfied that the items delivered constitute the Equipment specified in this Lease. Lessee further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the Supplier. By execution hereof, each signer hereby certifies that he has read this Lease and all Addenda, and that he is duly authorized to execute this Lease on behalf of the Lessee, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR, NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATION TO PERFORM INCLUDING THE PAYMENT OF THE RENTAL PAYMENTS SET FORTH IN THIS LEASE. Any officer/owner/partner executing this document hereby affirms that all shareholders/owners/partners of Lessee have been identified and submitted to Lessor in writing.

4. STATUTORY FINANCE LEASE: Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code (the "UCC") as adopted by the state of Colorado. Lessee acknowledges and agrees that Lessee has selected both (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment. Lessee is advised that it may have rights under the contract evidencing the Lessor's purchase of the Equipment from the Supplier chosen by Lessee and that Lessee should contact the Supplier of the Equipment for a description of any such rights. Lessee hereby waives all rights under Article 2A of the UCC.

5. Use/Assignment: Lessee shall use the Equipment only in the conduct of its business in a careful and proper manner. Lessee, at its sole expense, shall maintain the Equipment in the same condition as when delivered, subject only to reasonable wear and tear, and shall replace any damaged parts. Any alterations are expressly prohibited without prior written consent of Lessor. All additions, replacements, parts, or accessories immediately become the property of the Lessor and shall be deemed to be incorporated in this Lease. At Lessor's request, Lessee will enter into a maintenance agreement for the service of the Equipment at Lessee's cost. Equipment is located at the address on the front of the Lease and cannot be removed without the prior written consent of Lessor. Lessor reserves the right to inspect the Equipment during normal business hours. Lessee shall not assign or sublet this Lease or any of the rights hereunder, including use of the Equipment, without prior written permission of Lessor. Lessor may assign its rights, including rights to payments, without notice, and the transferee or assignee shall have all of the rights, remedies, powers and privileges of the Lessor under this Lease and Lessee's obligation under this Lease shall not be subject to any defense, offset, or counterclaim available to Lessee against Lessor or its assigns.

6. Late Payment/Other Charges: Should the Lessee fail to pay any rent, or other sum required by Lessee to be paid to Lessor on the due date, Lessee agrees to pay Lessor a late payment fee equal to 15% of the delinquent rental payment because of Lessee's failure to make payments in a timely manner. In addition, Lessee shall pay Lessor interest on any sums past due, calculated from the due date, at the rate of 24% percent per annum of the maximum interest rate permitted by Colorado law, whichever is highest. Lessee further agrees to, understands, and gives permission to Lessor, to report to any national credit bureau, as past due or otherwise delinquent should Lessee fail to timely make any payment due under this lease agreement. If for any reason a check or ACH payment is returned unpaid to Lessor then Lessee shall pay Lessor a fee of $25 for each time the check or ACH is returned. In addition, Lessee agrees to notify Lessor 15 business days prior to changing Lessee ACH bank and Lessor is entitled to an additional fee of $100 for failure of Lessee to give timely notification. If Lessee requests a change in rental payment due date, Lessee shall pay Lessor a fee of $25 for each occurrence or $50 for a permanent change in original due date. If for any reason, Lessor engages a collection agency to assist in collecting any amount due hereunder, Lessee agrees to pay collection fees.

7. Loss, Damage, and Indemnification: Risk of loss shall pass to Lessee upon shipment to Lessee of the Equipment, it being specifically understood that at no time shall Lessor bear the risk of loss with respect to damage, liability or any other type of loss or damage to or from the Equipment whatsoever. In the event any item shall become lost, stolen, destroyed, damaged beyond repair, or otherwise rendered permanently unfit for use, Lessee shall promptly pay Lessor the remaining payments, plus tax, discounted at 8% plus the residual value of the Equipment. Upon payment of the above sum, title shall pass to Lessee. Lessee assumes all liability and agrees to defend, indemnify and hold Lessor harmless from all liability (including environmental, negligence, tort and strict liability) claims, damages or other losses, including costs and reasonable attorneys' fees, arising out of or in any manner connected with this Lease or the Equipment.

8. Taxes and Fees: Lessee shall comply with all federal, state and local laws and regulations relating to the Lease of this Equipment. Lessee recognizes its duty and responsibility to promptly pay when due all license fees, title fees, registration fees, assessments, charges and taxes, municipal, state, and federal (excluding taxes on Lessor's income), which now or hereafter may be imposed on the ownership, leasing, renting, possession of, control, use, maintenance, delivery and/or return of the Equipment, and shall hold Lessor harmless against actual or asserted violations and shall pay all expenses and costs of every character in connection herewith or arising therefrom. Lessee further understands and authorizes Lessor to file, as required by law, any and all personal property tax or other return

required to protect its interest in the Equipment and Lessee agrees to pay a tax-filing fee of $50.00 for each tax return filed with regard to the Equipment. Upon the completion of the Schedule of Rental Payments, earlier termination, or an event of default under paragraph 12 hereof, Lessee agrees to pay Lessor an amount equal to 2% of the initial Equipment Cost for any assessed but unpaid taxes.

9. Insurance: Lessee shall obtain, at its own expense, insurance on the Equipment as follows: (a) Physical damage insurance for the amount of Equipment Cost or replacement value, whichever is higher, naming Lessor as "Loss Payee". (b) Acceptable public liability insurance naming Lessor as "Additional Insured". A specific minimum liability limit may be required for specific types of equipment. Each such policy shall be with an insurer and such form satisfactory to Lessor including clauses requiring insurer to give at least 30 days written notice to Lessor of any alteration or cancellation and specifying that no action or misrepresentation by Lessee shall invalidate the policy. Lessor shall be under no obligation to inspect the policy or inform the Lessee if the policy does not conform to the requirements hereof. In the event Lessee fails to deliver to Lessor a certificate evidencing liability and physical damage insurance, Lessee shall pay Lessor an amount equal to 1% of the Equipment Cost for each month, or fraction thereof, that Lessee fails to deliver such certificate. Such payment shall not be considered as insurance, a replacement for insurance or payment for insurance and provides no coverage for Lessee. LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT SUBSTANTIAL ADDITIONAL EXPENSE WILL BE INCURRED BY LESSEE FOR FAILURE TO COMPLY WITH THESE INSURANCE REQUIREMENTS. Lessee can stop incurring this charge by delivering the required proof of insurance to Lessor.

10. Title/UCC/Power of Attorney: Lessee understands that Lessor will have sole title to the Equipment during the entire Lease Term, and Lessee agrees this is a "true Lease" and not one intended as security for purposes of Section 1-201 (37) of the Uniform Commercial Code. The Lessee shall keep the equipment free and clear from levies, attachments, liens, encumbrances, or other judicial processes of any kind and shall save Lessor harmless from and damage or loss thereby. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to file financing statements to protect Lessor's interest hereunder in accordance with the Uniform Commercial Code, or other applicable law. Lessee hereby agrees that Lessor may make any adjustment in payments due to the actual cost of the Equipment, a change in the sales or use tax rate, corrected description of the Equipment, or proper allocation of any advance payments or security deposits, to date this lease, or fill in any blank spaces, and all such changes shall become incorporated herein.

11. Holdover: Unless Lessee notifies Lessor in writing sixty (60) days prior to the expiration of the lease of Lessee's intention to purchase the Equipment per the terms of the Purchase Option or Lessee promptly returns the Equipment upon the expiration of the term of this Lease (the "Expiration Date"), Lessee shall pay a monthly holdover fee equal to 50% of the monthly payment (with tax) set forth at the beginning of this Lease for each month (or portion thereof) that Lessee retains the Equipment beyond the Expiration Date. The foregoing remedy is in addition to, and not in limitation of, any other remedies specified herein or available under law.

12. Default: Any of the following occurrences shall constitute an event of default: (a) Lessee's failure to pay rent or any sum due Lessor or other party, on the due date; (b) Lessee's failure to observe, keep, or perform any other term, covenant, or condition of this Lease or any other agreement with Lessor and such failure continues after the due date; (c) Lessee or any partner of Lessee if Lessee is a partnership, or any guarantor, dies, becomes insolvent or unable to pay debts when due, stops doing business as a going concern, merges, consolidates, makes an assignment for the benefit of creditors, or suffers a deterioration of financial health; (d) Lessee, any guarantor of Lessee, or partner if Lessee is a partnership, shall file or have filed against it, a petition for reorganization, liquidation, or similar relief under the federal bankruptcy laws, or if any trustee or receiver is appointed over it or over any part of its assets; (e) breach of any representation or warranty made by Lessee, or guarantor, or any officer, partner, or member of Lessee in any document delivered to Lessor, failure of Lessee to fully identify any shareholder, partner, or member, that owns or controls more than a 10% ownership interest in the Lessee, any misrepresentation or withholding of information by Lessee in any dealing with the Lessor that would cause Lessor to extend credit based on false or misleading information or financial data, fraudulent claims of ownership, or other acts by Lessee that might cause Lessor to misconstrue the creditworthiness or ownership of Lessee or of any guarantor of Lessee; or (f) any levy, attachment, or seizure of the Equipment.

Remedies: Lessor and Lessee agree that Lessor's damages suffered by reason of a default are uncertain and not capable of exact measurement at the time this Lease is executed, therefore they agree that Lessor's Loss as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable by Lessee with respect to items due but unpaid at the date of calculation, plus; (b) the amount of all unpaid rent for the balance of this Lease discounted from the respective date the payment becomes due at the rate of 8% per annum, plus; (c) the end of lease purchase option, if one was specified, otherwise 20% of the original amount of the Equipment Cost which represents Lessor's anticipated end of lease residual value. Upon occurrence of an event of default, and at any time thereafter, Lessor may terminate this Lease and declare an amount equal to the Lessor's Loss as of the date of such notice to be immediately due and payable and Lessee agrees to immediately pay such sum. Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the maximum rate permitted by Colorado law. If such amount is not paid upon demand by Lessor, Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease or to recover, for breach of this Lease, Lessor's Loss as of the date the Lessor's Loss is declared due and payable, plus interest as set forth above. Lessor may recover all costs and expenses, including legal fees, collection fees or commissions, travel, or any other cost incurred by Lessor in enforcing the remedies herein. Upon termination of the Lease by this paragraph, all rights of Lessee to use the Equipment shall terminate but Lessee shall remain liable as provided herein. Lessee shall, at its expense, promptly deliver the equipment to Lessor at a location or locations specified by Lessor, or Lessor's agents may enter upon the premises where the equipment is located and take immediate possession of and remove the same without instituting legal proceedings. Damages occasioned by Lessor's taking possession of the Equipment are hereby waived by Lessee. Upon repossession or surrender, and without the necessity of notice to Lessee, Lessor may retain the Equipment, or sell or lease each item of Equipment in such manner and upon such terms as Lessor in its sole discretion determines. The proceeds of such sale or lease shall first be applied to reimburse Lessor for expenses or repossession, storage, repair, transportation, and disposition of the Equipment and then for Lessor's Loss and any additional amounts due under this paragraph. Lessee shall remain liable for any deficiency. Lessor may exercise any other right or remedy Lessor shall recover legal costs and fees and all other expenses incurred by reason thereof. No remedy given in this paragraph is intended to be

exclusive, and each shall be cumulative, but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any event of default shall constitute a waiver of any other event of default; Lessor's remedies hereunder shall be in addition to any other permitted at law or in equity.

13. Security Deposit: To secure this lease, Lessee agrees to pay to Lessor the Security Deposit on page 1 at the time this Lease is submitted to Lessor. If for any reason this lease is not finalized due to the fault of the Lessee, it is specifically agreed that Lessor may retain this Security Deposit as liquidated damages for loss of a bargain and such amount is fully earned by Lessor. Lessee agrees that the security deposit will not bear interest and that the Lessor may apply it to any amount due under this Lease, in which event Lessee will restore the security deposit to its original amount promptly.

14. Termination: Upon completion of the Schedule of Rental Payments or earlier termination, Lessee agrees to pay Lessor a termination fee of $85.00.

15. Consent to Colorado law, Jurisdiction, and Venue: This Lease shall be deemed fully executed and performed in the State of Colorado and shall be governed and construed in accordance with the laws thereof, and LESSEE HEREBY IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE EXCLUSIVE JURISDICTION OF THE DISTRICT COURT FOR THE COUNTY OF LARIMER, COLORADO. In the event Lessor, Lessee, or any Guarantor brings any judicial proceedings in relation to any matter arising under this Lease, the parties further agree that such matters shall be adjudged or determined by the District Court for the County of Larimer, Colorado. LESSOR, LESSEE AND ANY GUARANTOR HEREBY WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY.

16. Return of Equipment: On termination or expiration of this Lease, or upon Lessee's default, Lessee shall, at its own cost and expense, return the Equipment to Lessor at an address specified by Lessor in the same condition as originally received by Lessee, reasonable wear and tear excepted. The Lessee shall, in addition to all other payments due Lessor, pay any amount necessary to provide for replacement, whether repaired or replaced by Lessor or not, for all damaged, broken, or missing parts of the Equipment or the operating and instruction manuals for the equipment.

17. Amounts Due: In the event this Lease is construed to involve a loan of money and any amounts due herein are deemed to constitute interest, then without waiving any claim or defense to the contrary, no such amount shall exceed the maximum lawful interest rate for the State of Colorado or the state where venue is located. In the event Lessor ever collects or applies as interest any such amounts in excess of the maximum lawful rate for the state of venue, such amounts shall be deemed a prepayment of principal and if such principal is paid in full then any excess payments by Lessee shall immediately be refunded to Lessee.

18. Credit Information: Lessee hereby authorizes Lessor, or its assigns, to access business and consumer credit bureau reports as Lessor deems necessary and to report to any credit bureau of Lessor's choice any delinquency of payments due hereunder.

19. Miscellaneous: Captions are intended for convenience or reference only and shall not alter the text. This Lease contains the entire agreement between the parties and with the exception of the agreements contained in paragraph 10, may not be altered, amended, or terminated except in writing by an executive officer of Lessor. This Lease shall be enforceable only when signed by an executive officer of Lessor. All covenants of Lessee hereunder shall survive expiration or other termination of this Lease until Lessee has fully performed all of its obligations hereunder, including any obligation to indemnify Lessor or pay any tax or remove any lien. This document has been prepared by Lessor as a convenience to the parties and shall not be construed against Lessor for that reason. Lessor is not a merchant with respect to the Equipment. Lessee agrees to sign such additional documents and perform such additional acts as Lessor may request to protect Lessor's interest under this Lease. Any notice to Lessee may be sent to the address shown at the top of this Lease, unless Lessee shall otherwise notify Lessor in writing. Any notice to Lessee may be sent by regular mail, courier service, facsimile transmission, electronic mail, courier or any other means generally used in business transactions. Any notice to Lessor must be in writing and must be delivered to Lessor by U.S. Mail, Return Receipt Requested or another means generating a written receipt and must be delivered Attn: President. Time is of the essence of this Lease. If any provision of this Lease shall be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. This Lease shall be binding upon and shall inure to the benefit of each party's successors and assigns (subject to paragraph 5). It is the intention of the parties that the Equipment shall remain personal property and not be a fixture even if affixed to real property.

LESSEE HAS READ THIS ENTIRE LEASE, HAS HAD THE OPPORTUNITY TO DISCUSS IT WITH LEGAL AND FINANCIAL ADVISORS OF LESSEE'S CHOICE AND IS AWARE THAT THE FAILURE TO PROVIDE ACCEPTABLE EVIDENCE OF INSURANCE AND OTHER CIRCUMSTANCES WILL RESULT IN THE PAYMENT OF ADDITIONAL FEES THAT ARE PART OF THE BARGAIN BETWEEN LESSOR AND LESSEE AND DO NOT NECESSARILY REFLECT ACTUAL COSTS.

20. Facsimile Statement: If this document is executed by you and thereafter sent to Lessor by facsimile transmission, then until such time as Lessor shall have received this document with your manual signature thereon, such facsimile transmission shall constitute, upon acceptance and execution by Lessor in its offices, the original document shall be admissible for all purposes as the original document. Lessee agrees to promptly forward to Lessor the document with Lessee's manual signature thereon and upon receipt by Lessor of this document with Lessee's manual signature thereon shall constitute the Lease in lieu of such facsimile transmission.

Accepted by Lessor: Pawnee Leasing Corporation

By: Title: Date: Lease #:

Security features are included. Details on back.

10559

UFC Lease Services LLC 01-08
1776 22nd St Ste 100
West Des Moines, IA 50266

Two Rivers Bank and Trust
1400 Westown Parkway
West Des Moines, IA 50266
72-57/799

3/25/2011

PAY TO THE ORDER OF Pawnee Leasing $ **825.00

Eight Hundred Twenty-Five and 00/100********** DOLLARS

Pawnee Leasing

FOR KB & J's Enterprises

[redacted]

⑈010559⑈ ⑆073900577⑆ 13 7839 2⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.

Schedule "A"

Lease #:_____

This Equipment Schedule "A" is to be attached to and become part of the lease dated _____.

Quantity	Equipment Description	Serial #
12	American DJ Par64 Led	
16	XLR for DMX 25'	
1	Hosa DMT414 Terminator for DMX	
1	Chauvet Stage Designer 50 DMX Light Controller	
4	Used ETC Sourcefour Ellipsoidals	
2	Used Dimmer packs for Ellipsoidals	
1	Misc Cabling and Parts to Power Lights	
18	C Clamps and18 Safety Tether	
2	qsc kw122	
2	qsc kw181	
4	mackie srm450 v2	
1	presonus studiolive 24.4.2	
1	OSP Elite Core 24x8 stage snake 100	
4	Shure SM58LC	
4	Shure SM57LC	
1	Shure Beta 52	
1	Three pack sennheiser e604	
2	OSP Passive Stereo DI	
2	OSP Passive DI	
1	Sony MDR 7506 Headphones	
36	Audio-Technica AT8314-30' Lo-Z XLR	
4	Atlas SMS5B Stackable Mic Stand and Boom	
2	Small Diaphragm Condenser	
6	On stage MS7311B mini stand w/Boom	
1	Misc Raw Cable, Connectors and Adapters	
1	Rubbermaid cart for FOH console 4520-88BLA	
2	Shure SLX SM58 Wireless Handheld	
1	Nady 401X Quad Lavalier wireless system	
.	Labor, system design, purchasing/transport, system	
.	tuning, room equ, troubleshooting/fixes	

Supplier Information

Mother of All Music
5326 40th Ave S.
Minneapolis MN 55417
612-874-9529

28788

KB&J'S ENTERPRISES, INC
PO BOX 93
21431-141ST AVE N
ROGERS, MN 55374

WELLS FARGO BANK, N.A.
ROGERS, MN 55374
17-1-910

3/23/2011

Y TO THE
IDER OF UFC Lease Services

$ **825.00

Eight Hundred Twenty-Five and 00/100********** DOLLARS

Security features. Details on back.

UFC Lease Services

[redacted]

EMO

⑈028788⑈ ⑆091000191⑆ 5814706890⑈

KJ'S ENTERPRISES, INC
BA BROADWAY BAR AND PIZZA

28788

UFC Lease Services	3/23/2011	
lease for bunker		825.00

Checking - Wells Farg

825.00

25000

POTLUCK CATERING INC.
DBA TOWN & COUNTRY CATERERS
3155 EMPIRE LANE
PLYMOUTH, MN 55447

WELLS FARGO BANK, N.A.
ROGERS, MN 55374
17-1-910

PAY TO THE ORDER OF

$

DOLLARS

Security Medium. Details on back.

Reorder
Void

MEMO

AUTHORIZED SIGNATURE

⑈025000⑈ ⑆091000019⑆ 38 22 28 18 31⑈

POTLUCK CATERING INC. 25000

POTLUCK CATERING INC. 25000

deluxe.com 1+800-328-0304 www.deluxeforms.com

PLEASE PROVIDE THE FOLLOWING DOCUMENT TO YOUR INSURANCE AGENT TO ASSURE PROOF OF INSURANCE IS RECEIVED ON YOUR LEASE.

INSURANCE COVERAGE

Lease #: _____

Lessee: Pot Luck Catering

Equipment Location: Bunker Hills Golf Course, Coon Rapids MN

To (Insurance Company): Indiana Ernest Fink Agency

Phone: 651-646-1811 651 646 1881

Fax: 651-6430527

We have entered into a lease agreement with Pawnee Leasing Corporation for the following equipment, with a value of $ 40,000.

Equipment (Include quantity, make, model and serial number):

SEE INSURED EQUIPMENT DESCRIPTION

This is a net lease. We are responsible for the cost of the insurance, as well as providing proof of coverage as identified below. Please see that we have immediate coverage indicating therein the standard 10 day notice of cancellation clause and provide our funding source proof of insurance in the form of a Certificate of Insurance. They are to be listed on the policy as Loss Payee and/or Additional Insured as required by the lease, as follows:

PAWNEE LEASING CORPORATION
700 CENTRE AVENUE
FORT COLLINS, CO 80526
FAX: (970) 482-2666

Failure to provide proof of insurance coverage **BEFORE THE 20TH OF THE CURRENT MONTH** will result in a penalty of 1% of the equipment cost and will be assessed to our bank account.

☐ **PHYSICAL DAMAGE:** Insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full value of the equipment. Maximum deductible $1,000. Pawnee Leasing Corporation is to be named **LOSS PAYEE, AS ITS INTERESTS MAY APPEAR.**

☐ **LIABILITY:** Coverage should be written with minimum limits of $500,000 for bodily injury. Maximum deductible **$1,000**. Pawnee Leasing Corporation is to be named **ADDITIONAL INSURED.**

☐ ****LIABILITY:** Coverage should be written with minimum limits of $1,000,000 per occurrence for bodily injury. Maximum deductible $1,000. Pawnee Leasing Corporation is to be named **ADDITIONAL INSURED.** ****THIS LEVEL OF LIABILITY COVERAGE IS REQUIRED ON GYMNASTIC, PLAYGROUND, INFLATABLE AND SCAFFOLDING EQUIPMENT, AS WELL AS ANY OTHER EQUIPMENT TYPES AS DETERMINED BY PAWNEE LEASING CORPORATION.**

If you have any questions, please do not hesitate to call Pawnee Leasing Corporation at 970-482-2556.

[redacted]

Authorized Signature

President 3-19-11

Title Date

Revised 3/7/2011

ACH Start Date: _____ Lease #: _____

Authorization Agreement for Automatic Withdrawals

Lessee hereby authorizes Lessor to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to the account indicated below (the "Account") with the bank named below (the "Bank") for all amounts due under the Lease, including without limitation, all Rental Payments, any purchase option, late fees, taxes, non-sufficient funds charges, reimbursements and other amounts due under the Lease. Lessee further authorizes Lessor or any such designee to deliver a copy of this Addendum to the Bank as evidence of Lessee's authorization.

Name on Account: K B + J

Bank Name: Wells Fargo Ph: 763-428-2222

Commercial Checking Account Number: 5814 706 890

Transit / ABA Number (lower left corner of check, 9 digits): 091 000 019

This authority is to remain in full force and effect until Lessor and the Bank have received written notification from Lessee of its termination in such time and in such manner as to afford Lessor and the Bank a reasonable opportunity to act on it.

Lessee represents, warrants, covenants and agrees that, until all of its obligations under the Lease are satisfied in full: (a) its authorizations to Lessor and its designee hereunder may be revoked only with Lessor's prior written consent and any withdrawal of this authority or closing of the Account without the express written consent of Lessor shall constitute a default of the Lease; (b) the account identified by account name, account number and bank name and address that is shown on the face of the voided check that Lessee provide to Lessor along with this Addendum is the Account set forth above; (c) Lessee will maintain the Account in good standing with the Bank throughout the Term; and (d) Lessor or its designee may, at any time and from time to time, issue a pre-notification to the Bank with respect to such Account.

If this Addendum is executed by Lessee and thereafter sent to Lessor by facsimile transmission, then such facsimile transmission shall, upon acceptance and execution by Lessor in its offices, be admissible for all purposes as an original Addendum. Lessee agrees to promptly forward to Lessor this Addendum with Lessee's manual signature thereon.

[redacted]

Authorized Signer

Jason Hines
Print Name

President 4-5-11
Title Date

LESSOR

Authorized Signer

Print Name

Title Date

ATTACH COPY OF CHECK

0.*

4,468.47+
16,049.05+
3,179.09+
8,000.00+

004

31,696.61*

Mother of All Music

5326 40th Ave S.
Minneapolis, MN 55417
(612) 874-9529

Invoice No.

INVOICE

Customer

Name Bunker Hills Golf Club - City of Coon Rapids
Address
City State MN ZIP
Phone

Date
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
12	American DJ Par64 LED	$149.00	$1,788.00
16	XLR for DMX 25'	$20.00	$320.00
1	Hosa DMT 414 Terminator for DMX	$9.90	$9.90
1	Chauvet Stage Designer 50 DMX Light Controller	$149.99	$149.99
4	Used ETC Sourcefour Ellipsoidals	$300.00	$1,200.00
2	Used Dimmer packs for Ellipsoidals	$100.00	$200.00
1	Misc Cabling and Parts to Power lights	$250.00	$250.00
18	C Clamps	$8.00	$144.00
18	Safety Tether	$5.00	$90.00
		SubTotal	$4,151.89
		Shipping & Handling	
		Taxes	$316.58
		TOTAL	$4,468.47

Payment Details

Cash
Check
2 Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

Thank you for the opportunity to work on this project!

We like to make the Rock and Roll Music.

Mother of All Music

5326 40th Ave S.
Minneapolis, MN 55417
(612) 874-9529

Invoice No.

INVOICE

Customer

Name Bunker Hills Golf Club - City of Coon Rapids
Address
City State MN ZIP
Phone

Date
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
2	qsc kw122	$1,099.00	$2,198.00
2	qsc kw181	$1,399.00	$2,798.00
4	mackie srm450 v2	$599.99	$2,399.96
1	presonus studiolive 24.4.2	$3,299.00	$3,299.00
1	OSP Elite Core 24x8 stage snake 100'	$519.00	$519.00
4	Shure SM58LC	$99.99	$399.96
4	Shure SM57LC	$95.99	$383.96
1	Shure Beta 52	$189.99	$189.99
1	Three Pack Sennheiser e604	$349.99	$349.99
2	OSP Passive Stereo DI	$49.99	$99.98
2	OSP Passive DI	$34.99	$69.98
1	Sony MDR 7506 Headphones	$109.99	$109.99
36	Audio-Technica AT8314 - 30' Lo-Z XLR	$27.95	$1,006.20
4	Atlas SMS5B Stackable Mic Stand and Boom	$42.50	$170.00
2	Small Diaphragm Condenser	$149.00	$298.00
6	On Stage MS7311B Mini Stand w/Boom	$20.00	$120.00
1	Misc Raw Cable, Connectors, and Adapters	$500.00	$500.00
		SubTotal	$14,912.01
		Shipping & Handling	
		Taxes	$1,137.04
		TOTAL	$16,049.05

Payment Details

Cash
Check
2 Credit Card

Name
CC #
Expires

Office Use Only

Thank you for the opportunity to work on this project!

We like to make the Rock and Roll Music.

Mother of All Music

5326 40th Ave S.
Minneapolis, MN 55417
(612) 874-9529

Invoice No.

INVOICE

Customer

Name Bunker Hills Golf Club - City of Coon Rapids
Address
City State MN ZIP
Phone

Date
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	Rubbermaid cart for FOH Console 4520-88BLA	$139.97	$139.97
1	OSP 7 Drawer Workbox for Equipment Storage	$429.99	$429.99
2	Crown PCC-160	$289.95	$579.90
1	Nady UY-41 Quad Wireless System	$337.00	$337.00
2	Shure SLX SM58 Wireless Handheld	$599.00	$1,198.00
1	Nady 401x Quad Lavalier Wireless System	$269.00	$269.00

SubTotal	$2,953.86
Shipping & Handling	
Taxes	$225.23
TOTAL	$3,179.09

Payment Details

Cash
Check
2 Credit Card

Name
CC #
Expires

Office Use Only

Thank you for the opportunity to work on this project!

We like to make the Rock and Roll Music.

Mother of All Music

5326 40th Ave S.
Minneapolis, MN 55417
(612) 874-9529

Invoice No.

INVOICE

Customer

Name Bunker Hills Golf Club - City of Coon Rapids
Address
City State ZIP
Phone

Date
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	Estimated Labor for Install	$3,000.00	$3,000.00
1	System Design	$2,000.00	$2,000.00
1	Purchasing/Transport	$500.00	$500.00
1	System tuning, room eq	$1,500.00	$1,500.00
1	Troubleshooting/fixes	$1,000.00	$1,000.00

SubTotal		$8,000.00
Shipping & Handling		
Taxes	MN	
TOTAL		

Payment Details

Cash
Check
2 Credit Card

Name
CC #
Expires

Office Use Only

Thank you for the opportunity to work on this project!

We like to make the Rock and Roll Music.

(1)

0.*

0.*

93.84+
26.01+
664.30+
229.92+
572.60+
1,382.61+
2,986.14+
441.08+
2,708.96+

009

9,105.46*

042911

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5355 Rathen Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021680
INVOICE NUMBER 8459072
PAYMENT DUE BY 7/15/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021680	REPL	111	5/26/11	8459072	1	6/15/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000	FEDEX 3RD PARTY BILLING	14501198-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
30		/SSB96	EA	BASKET MESH 6" X 9"	0	2.92	87.60

SUB TOTAL	87.60
SALES TAX	6.24
INVOICE TOTAL	93.84

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD.. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2840
Accounts Receivable 1-877-210-2850

CUSTOMER NO. H0021688
INVOICE NUMBER 8463307
PAYMENT DUE BY 10/22/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
ROSEVILLE MN 55113

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	BRAD/JR	111	9/22/11	8463307	1	9/22/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000		14897038-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		010534 APN--0004952	EA	CHECK MINDER, 2 FT.	1	14.39	14.39
1		280921 APN--4734976	PK	THERMOMETER 0-220 POCKET 2PACK	2	9.89	9.89

SUB TOTAL	24.28
SHIPPING + HANDLING	
SALES TAX	1.73
INVOICE TOTAL	26.01

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021688
INVOICE NUMBER 8460934
PAYMENT DUE BY 9/01/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	JOHN	111	8/01/11	8460934	1	8/02/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOSODO	PRIORITY COURIER EXPERTS	14718326-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		105502 APN--0403592	EA	CRUET SET 6 OZ W/ WIRE RACK	1	10.25	20.50
1		/S950038423	EA	13" PLATTER CASCADE	0	214.63	.00
2		805623 TSSI-71400 APN--6329734	BX	S/S 2.5 OZ SAUCE CUP	24	13.94	27.88
2		696829 APN--9710187	CA	NEWPORT 22 OZ CLEAR TUMBLER	36	51.64	103.28
2		892054 APN--2517381	EA	SHELF 24X72, CHROME, NDG	1	46.11	92.22
60		837468 APN--4506739	EA	BIN LABEL, 3"X1", GRAY	1	3.14	188.40
1		841239 Sup#-6W307 TSSI-54684 APN--9282443	EA	TOASTER, 2 SLOT, 4 SLICE CAP.	1	119.49	119.49
1		010534 APN--0004952	EA	CHECK MINDER, 2 FT.	1	14.39	14.39
4		805803 Sup#-6Q127 TSSI-47867 APN--7329956	EA	DISHER #60 SQUEEZE 1/2 OZ	1	13.49	53.96

SUB TOTAL	620.12
SALES TAX	44.18
INVOICE TOTAL	664.30

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1250
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021688
INVOICE NUMBER 8462737
PAYMENT DUE BY 10/09/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021688	JOHN	111	8/01/11	8462737	1	9/09/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000	PRIORITY COURIER EXPERTS	14718326-01

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
1		/S950038423	EA	13" PLATTER CASCADE	0	214.63	214.63

SUB TOTAL	214.63
SALES TAX	15.29
INVOICE TOTAL	229.92

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

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052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021688
INVOICE NUMBER
8461048
PAYMENT DUE BY
9/03/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	DEB	111	7/14/11	8461048	1	8/04/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000		14664118-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
				NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164			
1		685489	EA	DISH DOLLY, 11" SIZE	1	488.52	488.52
		Sup#-5M149					
		APN--2072262					
				* Reference order : 14664113 00			

SUB TOTAL	488.52
SHIPPING + HANDLING	46.00
SALES TAX	38.08
INVOICE TOTAL	572.60

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
9365 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021688
INVOICE NUMBER 8461420
PAYMENT DUE BY 9/11/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	DEB	111	7/14/11	8461420	1	8/12/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000	PRIORITY COURIER EXPERTS	14664113-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
25		813155 APN--4509212	EA	25 COMP RACK W/3 EXTENDERS	1	43.59	1089.75
10		813147 APN--1509215	EA	25 COMP RACK W/1 EXTENDER	1	20.09	200.90
		* Reference order : 14664118					

SUB TOTAL	1290.65
SALES TAX	91.96
INVOICE TOTAL	1382.61

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

052711

NEXT DAY GOURMET

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2340
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021688

INVOICE NUMBER
8459922

PAYMENT DUE BY
8/07/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021688	DEB/KW	111	7/07/11	8459922	1	7/08/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000	PRIORITY COURIER EXPERTS	14637976-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
2		833052 TSSI-56798 APN--3329810	CA	1 OZ TOWER SALT/PEPPER SHAKER	24	19.52	39.04
3		800355 Sup#-7A839 TSSI-64442 APN--1025485	EA	FOOD BOX 18 X 26 X 9 CLEAR	1	54.89	164.67
25		783460 APN--5433750	BX	RADIANZ DINNER KNIFE 1 PC W/E	12	12.42	310.50
10		831798 Sup#-8M112 APN--5343256	EA	WOOD TRAY STAND	1	44.18	441.80
20		835224 Sup#-4C458 APN--8302861	EA	TRAY 27" OVAL BLACK NON SKID	1	39.95	799.00
10		811227 Sup#-7B157 APN--8072688	EA	FLATWARE HOLDER GREY	1	7.74	77.40
10		812556 Sup#-812409 APN--1214410	EA	BUS BOX BUDGET BLACK 15X20X7	1	3.99	39.90
3		813088 APN--2187771	EA	UTILITY CART-BEIGE	1	103.50	310.50
2		790005 Sup#-LG97000 TSSI-40575 APN--4007415	CA	DECANTER WINE 1 LITER	12	46.40	92.80
8		813172 APN--2510279	EA	RACK DOLLY BASE	1	63.99	511.92

SUB TOTAL 2787.53

CONTINUED

Thank You

IMPORTANT! SEE OTHER SIDE

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052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-284-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021688
INVOICE NUMBER
8459922
PAYMENT DUE BY
8/07/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO	PG.	INVOICE DATE
H0021688	DEB/KW	111	7/07/11	8459922	2	7/08/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000	PRIORITY COURIER EXPERTS	14637976-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT

SALES TAX	198.61
INVOICE TOTAL	2986.14

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

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052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO. H0021688
INVOICE NUMBER 8459494
PAYMENT DUE BY 7/27/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	SHELVING	111	6/21/11	8459494	1	6/27/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
NET 30 DAYS	HOS000	FEDERAL EXPRESS GROUND	14587205-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
		NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
9		861329 Sup#-5M632 APN--4079158	EA	SHELF 24"X24" BRITE PLATED	1	28.98	260.82
12		127173 Sup#-5M249 APN--9814765	EA	POST 62-9/16" CHROME PLATED	1	9.66	115.92

SUB TOTAL	376.74
SHIPPING + HANDLING	35.00
SALES TAX	29.34
INVOICE TOTAL	441.08

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You

IMPORTANT! SEE OTHER SIDE

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052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT & SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info. 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021688
INVOICE NUMBER
8458371
PAYMENT DUE BY
6/26/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	DEB	111	5/27/11	8458371	1	5/27/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
C/A NET 10 DAYS	HOS000	PRIORITY COURIER EXPERTS	14506193-00

QUANTITY SHIPPED (BACK ORDERED)	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
	NOTE NEW REMITTANCE ADDRESS. SEND PAYMENTS TO: NEXT DAY GOURMET PO BOX 64177 ST. PAUL, MN 55164					
10	813172 APN--2510279	EA	RACK DOLLY BASE	1	63.99	639.90
2	892009 APN--9515560	ST	SHELVING SET 18X36 GREEN EPOXY	1	86.99	173.98
	CONSISTING OF.....					
8	891610 APN--1498955	EA	SHELF 18X36, GREEN EPOXY, NDG	1	.00	.00
8	891613 APN--8498958	EA	POST 74",GREEN EPOXY, NDG	1	.00	.00
	.....					
8	892075 APN--7518483	ST	SHELVING SET 24X72 GREEN EPOXY	1	179.99	1439.92
	CONSISTING OF.....					
32	891613 APN--8498958	EA	POST 74",GREEN EPOXY, NDG	1	.00	.00
32	892053 APN--5517370	EA	SHELF 24X72, GREEN EPOXY, NDG	1	.00	.00
	.....					
1	892003 APN--1515501	ST	SHELVING SET 24X48 GREEN EPOXY	1	124.99	124.99
	CONSISTING OF.....					
4	891613 APN--8498958	EA	POST 74",GREEN EPOXY, NDG	1	.00	.00
4	891619 APN--3498995	EA	SHELF 24X48, GREEN EPOXY, NDG	1	.00	.00
	.....					
1	892004 APN--5515507	ST	SHELVING SET 24X60 GREEN EPOXY	1	149.99	149.99

CONTINUED

Thank You IMPORTANT! SEE OTHER SIDE

BACK ORDERED ITEMS WILL BE SHIPPED AS SOON AS POSSIBLE AND WILL BE INVOICED AT THAT TIME. PLEASE PAY FROM THIS INVOICE UNLESS SHIPMENT WAS PAID FOR IN ADVANCE OR SENT COD. TERMS NET 10 DAYS, 1½% ADDED TO PAST DUE INVOICES

052711

NEXT DAY GOURMET
FOODSERVICE EQUIPMENT
& SUPPLIES
5353 Nathan Lane N.
Plymouth, MN 55442

Sales & Product Info: 1-763-268-1290
Customer Service 1-877-210-2540
Accounts Receivable 1-877-210-2550

CUSTOMER NO.
H0021688
INVOICE NUMBER
8458371
PAYMENT DUE BY
6/26/11

SEND PAYMENT TO: NEXT DAY GOURMET/SUPERIOR PRODUCTS, P.O. BOX 64177, ST. PAUL, MN 55164

SOLD TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

SHIP TO

HARVEST GRILL AT BUNKER HILLS
12800 BUNKER PRAIRIE RD NW
COON RAPIDS MN 55448

PLEASE RETURN TOP PORTION WITH PAYMENT

CUSTOMER NO.	YOUR P.O. NUMBER	SALESMAN	ENTRY DATE	INVOICE NO.	PG.	INVOICE DATE
H0021688	DEB	111	5/27/11	8458371	2	5/27/11

TERMS	CODE	SHIPPED VIA	OUR ORDER NO.
C/A NET 10 DAYS	HOS000	PRIORITY COURIER EXPERTS	14506193-00

QUANTITY SHIPPED	QUANTITY BACK ORDERED	PRODUCT NUMBER	U/M	DESCRIPTION	PKG. QTY.	UNIT PRICE	AMOUNT
				CONSISTING OF.....			
4		891612 APN--5498951	EA	SHELF 24X60, GREEN EPOXY, NDG	1	.00	.00
4		891613 APN--8498958	EA	POST 74",GREEN EPOXY, NDG	1	.00	.00
				.....			

SUB TOTAL	2528.78
SALES TAX	180.18
INVOICE TOTAL	2708.96

THANK YOU FOR YOUR VALUED BUSINESS.
DISREGARD INVOICE IF ORDER SENT C.O.D.

Thank You IMPORTANT! SEE OTHER SIDE

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EXHIBIT A1-3

BILL OF SALE

This is to acknowledge that Potluck Catering, Inc. and KB & J's Enterprises, Inc.("Sellers") in consideration of the sum of One Dollar ($1) and other good and valuable consideration receipt of which is hereby acknowledged, and pursuant to the terms of that certain First Amendment to Lease Agreement between the parties, has sold and assigned, and by this Bill of Sale does grant, assign, and set over to the City of Coon Rapids ("Buyer"), the goods described in Attachment A1- 2, incorporated by reference herein.

The Seller covenants with the Buyer that the Seller is the lawful owner of these goods, and that the Seller shall defend the Buyer's title to these goods against any and all claims whatsoever. The Seller covenants to Buyer that the Seller will continue to make all payments necessary in a timely manner under any lease-to-own agreements until all such agreements are paid in full to deliver clear title to the Buyer. The following terms and conditions apply to this Bill of Sale:

Section 1. Remedies. The Buyer and the Seller shall have all remedies available at law to enforce this Bill of Sale.

Section 2. Assignment or Delegation. No right or interest in this Bill of Sale shall be assigned by either the Buyer or the Seller without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either the Buyer or the Seller shall be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section.

Section 3. Entire Agreement. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement as it relates to the goods. No course of prior dealings exists between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Bill of Sale.

Section 4. Effect of Partial Invalidity. The invalidity of any portion of this Bill of Sale shall not affect the validity of any other provision. In the event that any provision of this Bill of Sale is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

Section 5. Notices. All notices, requests, demands, and other communications shall be in writing and shall be given by registered or certified mail, postage prepaid, to the addresses shown on the last page of this Bill of Sale, or to such subsequent addresses as the parties shall so designate in writing.

Section 6. Governing Law. The laws of the State of Minnesota shall govern this Agreement and any legal action to enforce the terms of this Bill of Sale shall be venued in the Tenth Judicial District, County of Anoka.

Section 7. Attorney's Fees. Should any action be commenced between the parties to this Agreement concerning the matters set forth in this Agreement or the rights and duties of either in relation thereto, the prevailing party in such action shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its Attorney's Fees and Costs.

Section 8. Amendment. Any modification, amendment or change of this Agreement will be effective only if it is in a writing signed by both Parties.

Section 9. Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

Executed this 18th day of December, 2011.

BUYER: CITY OF COON RAPIDS

By:_____
Tim Howe, Mayor

By: _____
Matt Fulton, City Manager

SELLER: POTLUCK CATERING, INC.

By:_____
Jason Hines

KB & J'S ENTERPRISES, INC.

By:_____
Jason Hines

By: _____
Kim T. Hines