IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11 (jointly administered)
)
GOLDEN COUNTY FOODS, INC., et al.,) Case No. 15-11062-KG
) Re: D.I. 58
Debtors.) Hr'g Date: June 15, 2015 at 10:00 a.m. (EST)
) Obj Deadline: Extended to June 10, 2015 @ 4:00 p.m. (EST)

COLUMBIA MANUFACTURING, INC. DBA COLUMBIA ONION'S OBJECTION TO DEBTORS' MOTION FOR ENTRY OF ORDERS (I) APPROVING BIDDING PROCEDURES, SCHEDULING AN AUCTION, AND A SALE HEARING, AND (II) GRANTING RELATED RELIEF

Columbia Manufacturing, Inc. dba Columbia Onion ("Columbia"), by its undersigned counsel, hereby objects (the "Objection") to the Debtors Motion for Orders (I) Approving Bidding Procedures, Scheduling an Auction, and a Sale Hearing, and (II) Granting Related Relief [Doc. #58] (the "Bidding Procedures Motion"). In support of the Objection, Columbia respectfully states as follows:

BACKGROUND AND SUMMARY OF OBJECTION

- 1. On May 15, 2015, Golden County Foods, Inc. and affiliated companies (the "Debtors") filed for relief under chapter 11 of the Bankruptcy Code.
- 2. On May 22, 2015, the Debtors filed the Bidding Procedures Motion, which seeks, among other things, approval of the Bid Procedures for the sale of substantially all of the Debtors' assets through a bidding and auction process.
- 3. On May 27, 2015, the U.S. Trustee appointed an official committee of unsecured creditors (the "Committee").
- 4. Pre-petition, between on or about April 10, 2015 and May 14, 2015, Columbia sold and shipped fresh onions, being perishable agricultural commodities, to Golden County for



1

agreed upon prices cumulatively totaling the principal amount of \$229,832.64. Despite receiving and accepting the onions without objection, no payment has been received.

- 5. As established by the Declaration of Hildred Ells ("Ells Declaration") filed simultaneously herewith and the exhibits appended thereto, Columbia is a duly qualified trust beneficiary under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a et seq. ("PACA" or the "Act"), and its claim is, therefore, entitled to priority status as a PACA trust claim.
- 6. Specifically, Columbia is and during all times herein mentioned has been, a licensee under PACA and properly preserved its rights as a beneficiary of the statutory trust created under the PACA, 7 U.S.C. § 499e(c) by placing the statutorily required language on its invoices pursuant to 7 U.S.C. § 499e(c)(4). A copy of the USDA's online confirmation of the status of Columbia's PACA license information is attached hereto as Exhibit 1. Copies of Columbia's invoices containing the required trust notice language are attached to the Ells Declaration as Exhibit 3.
- 7. Likewise, Golden County is, and during all times mentioned herein has been, subject to PACA as a "dealer" because Golden County (1) is and during all times relevant herein has been purchasing perishable agricultural commodities in wholesale and jobbing quantities as defined by PACA and its regulations; and, (2) during times relevant herein was operating under a valid PACA license.² Because Golden County is a PACA dealer, Golden County is a statutory PACA trustee having a fiduciary duty to preserve the PACA trust assets for the benefit of

¹ This balance due has been reduced from the initial claim amount of \$239,540.80 because of a \$12,749.95 payment received by Columbia on or about May 29, 2015.

² Golden County was a PACA licensee and at all pertinent times herein subject to the provisions of PACA. Its license has been terminated but it continues to operate without a license (in violation of federal law). A copy of Golden County's PACA license information is attached hereto as Exhibit 2.

Columbia as a PACA trust beneficiary, and any other duly qualified PACA trust creditor of Golden County.

- 8. As a valid PACA trust beneficiary of Golden County, Columbia, along with any other validly perfected trust beneficiary, is entitled to priority payment of its PACA trust claim and maintains a senior and priority interest in all PACA trust assets within Debtors' possession, custody and control until the PACA trust claims are paid in full.
- 9. By definition, the PACA trust assets in which the PACA trust beneficiary maintains a senior and priority interest include perishable agricultural commodities received by Debtor in <u>all</u> transactions (not only the transactions involving Columbia), <u>all</u> inventories of food <u>or other products derived from such perishable agricultural commodities</u>, and <u>all</u> receivables or proceeds from the sale of such commodities and food or products derived therefrom. 7 C.F.R. § 46.46(c).
- 10. The assets which Debtors seek to sell free and clear of liens are presumptively PACA trust assets rightfully belonging to Columbia as a PACA trust beneficiary. The PACA trust assets are <u>not</u> property of the bankruptcy estates and may <u>not</u> be sold or otherwise used to pay any non-PACA trust debt, or to reorganize Debtors' business until all PACA trust claims have been fully satisfied or, alternatively, an agreement has been reached between Debtors and the PACA trust beneficiaries concerning Debtors' sale or continued use of the PACA trust assets.
- 11. Congress considered sellers of perishable commodities to be especially vulnerable and therefore intended that PACA trust creditors take priority over other creditors, both secured and unsecured. *In re Fresh Approach, Inc.,* 51 B.R. 412 (Bankr. N.D. Tex. 1985). Thus, PACA trust creditors enjoys priority interest in the trust assets over even perfected secured creditors. *Idahoan Fresh v. Advantage Produce,* 157 F.3d 197, 199 (3d Cir. 1998).

- 12. For these reasons, as well as for the reasons set forth elsewhere in this Objection, Columbia objects, at this juncture, to the bidding procedures to the extent they seek relief in derogation of Columbia's rights by authorizing a sale and/or other use of PACA trust assets by the Debtors or otherwise dissipate the PACA trust assets, unless and until the PACA trust debt is fully paid or other adequate protection is provided to guarantee the full and immediate payment of the PACA trust claims. Such adequate protection must at a minimum consist of an order requiring that proceeds of any approved sale be segregated in a separate account in amounts sufficient to fully pay all valid PACA trust claims of Debtors on a priority basis ahead of all other claims.
- 13. Here, the bidding procedures improperly attempt to establish a mechanism by which sale proceeds are earmarked for distribution to the Debtors' secured lender in violation of Columbia's rights.

LEGAL AUTHORITY

- I. COLUMBIA HAS PERFECTED ITS RIGHTS TO PACA TRUST BENEFITS BY ISSUING INVOICES THAT CONTAIN ALL LANGUAGE NECESSARY TO PRESERVE ITS PACA TRUST RIGHTS IN COMPLIANCE WITH 7 U.S.C. § 499E(c)(4).
- 14. As set forth in the Ells Declaration and the exhibits appended thereto, Columbia has sold and shipped perishable agricultural commodities to Golden County for which there remain balances due in the principal amount of \$229,832.64.
- 15. Columbia is and during all times herein was a PACA licensee. *See* Ells Declaration at paragraph 7 and exhibits appended thereto. As a PACA licensee, Columbia may preserve PACA trust rights by using ordinary and usual invoice statements to provide notice of the licensee's intent to preserve its trust benefits. 7 U.S.C. § 499e(c)(4). Pursuant to PACA, any

licensee who includes the following statement on the face of its invoices will have perfected its PACA trust rights:

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. § 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

7 U.S.C. § 499e(c)(4).

16. As is established by the Ells Declaration and exhibits attached thereto, it is clear that the unpaid invoices included the above-quoted language, verbatim, on their face. See again Ells Declaration at paragraph 14, and Exhibit 3 appended thereto. Consequently, Columbia qualifies as a trust beneficiary under the PACA for all transactions which are the subject of those invoices.

II. GOLDEN COUNTY OPERATES AS A "DEALER" UNDER PACA AND IS THEREFORE SUBJECT TO ALL PACA'S RULES AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, PACA'S STATUTORY TRUST PROVISIONS.

17. Golden County is a "dealer" as defined by PACA and is, therefore, subject to PACA and its statutory trust provisions. 7 U.S.C. §§ 499e(a) and (c)(2). Specifically, the PACA and its regulations define "dealer" as follows:

"Dealer" means any person engaged in the business of buying or selling in wholesale or jobbing quantities in commerce and includes 'Retailers', when the invoice cost of all purchases of produce exceeds \$230,000 during a calendar year.

7 C.F.R. § 46.2(m)(2).

18. Pursuant to 7 C.F.R. §46.2(x), 'wholesale and jobbing' quantities means "aggregate quantities of all types of produce totaling one ton (2,000 pounds) or more in weight in

any day shipped, received or contracted to be shipped or received." Therefore, if a produce buyer, such as Golden County, meets the wholesale and jobbing requirements as defined by PACA, that buyer will be subject to all PACA rules and regulations, including the trust provisions. In addition, during times relevant herein, Golden County was operating under a valid PACA license and therefore voluntarily subjected itself to the PACA and its statutory trust provisions.

- 19. As is established in the Ells Declaration at paragraphs 8 and 9, and the exhibits appended thereto, Golden County clearly qualifies as a dealer because the produce purchases unquestionably met the 'wholesale and jobbing' criteria set forth in PACA based on its purchases from Columbia alone.
- 20. Because Golden County has purchased produce in wholesale and jobbing quantities, Golden County is unquestionably subject to PACA and all of the PACA rules and regulations. As such, Golden County is a statutory trustee under PACA obligated to maintain and preserve the PACA trust assets for the benefit of all validly perfected PACA trust beneficiaries, such as Columbia. See also the attached Declaration of R. Jason Read, previously filed with this Court in support of Columbia's *Joinder and Objection to Debtors' Motion for Interim and Final Orders* [Document no. 61-6] at paragraphs 4 through 6, a courtesy copy of which is attached hereto as Exhibit 3.

III. PACA TRUST ASSETS MUST BE PRESERVED AND MAINTAINED FREELY AVAILABLE FOR THE BENEFIT OF UNPAID PACA TRUST BENEFICIARIES.

21. By enacting the PACA Amendment, Congress created two powerful tools to address a produce buyers' proclivity to default before tendering full payment to produce sellers. First, PACA established a scheme in which a buyer of produce on credit is required to hold the

produce and its derivatives and/or proceeds in trust for the unpaid seller. 7 U.S.C. § 499e(c)(2); Endico Potatoes v. CIT Group/Factoring, 67 F.3d 1063, 1067 (2d Cir. 1995) (holding that PACA incorporates ordinary principles of trust law so that a buyer holds legal title to the produce and its derivatives, but the seller retains an equitable interest in the trust property pending payment); see also Reaves Brokerage Co., Inc. v. Sunbelt Fruit & Vegetable Co., Inc., 336 F.3d 410, 413 (5th Cir. 2003) (holding that § 499e(c)(2) creates, "immediately upon delivery, a nonsegregated 'floating' trust in favor of sellers on the perishable commodities sold and the products and proceeds derived from the commodities"). "Congress provided this remedy because prior to this amendment, unpaid produce suppliers were unsecured creditors vulnerable to the buyers' practice of granting other creditors a security interest in their inventory and accounts receivable." Pac. Intern. Mktg., 462 F.3d at 282 (3d Cir. 2006) (quoting Idahoan Fresh, 157 F.3d at 199). Thereafter, the buyer becomes the seller's trustee and holds the assets in trust for the seller.

- 22. Second, "if the seller is not paid promptly, the buyer must preserve trust assets, and the seller has a 'superpriority' right that trumps the rights of the buyer's other secured and unsecured creditors." *Bocchi Americas Assocs. Inc.*, 515 F.3d at 388 (5th Cir. 2008); accord 7 U.S.C. § 499e(c)(1) see also *Gargiulo v. G.M. Sales, Inc.*, 131 F.3d 995, 999 (11th Cir. 1997) ("The PACA grants the sellers of such commodities the right to recover against the purchasers and puts the sellers in a position superior to all other creditors.").
- 23. Simply stated, by enacting the PACA trust amendments, Congress created a PACA trust in favor of the unpaid seller on all PACA trust assets, which by statutory definition, include -- at a minimum -- <u>all</u> perishable agricultural commodities received by Debtor in <u>all</u> transactions, all inventories of food *or other products derived from perishable agricultural*

commodities as well as any receivables or proceeds from the sale of such commodities or products derived therefrom. 7 C.F.R. § 46.46(c); 7 U.S.C. § 499e(c)(2) (Supp. 1986). Specifically, the PACA Amendment provides, as follows:

Perishable agricultural commodities received by a ... dealer ... in all transactions, and all inventories of food or other products derived from perishable agricultural commodities, and any receivables or proceeds from the sale of such commodities or products, shall be held by such ... dealer ... in trust for the benefit of all unpaid suppliers or sellers of such commodities or agents involved in the transaction, <u>until full payment</u> of the sums owing in connection with such transactions has been received by such unpaid suppliers, sellers, or agents.

7 U.S.C. §499e(c)(2) (Supp. 1986). (Emphasis added.)

All such PACA regulations require that Debtor maintain trust assets in a manner that such assets are freely available to fully satisfy outstanding obligations to produce sellers. 7 C.F.R. § 46.46(c); *In re Milton Poulos, Inc.,* 947 F.2d 1351 (9th Cir. BAP 1991). *In re Fresh Approach, Inc.,* 51 B.R. 412 (Bankr. N.D. Tex. 1985); *In re Monterey House, Inc.,* 71 B.R. 244 (Bankr. S.D. Tex. 1986); *In re W.L. Bradley Co., Inc.,* 75 B.R. 505 (Bankr. E.D. Pa. 1987). Any act that is inconsistent with such obligations constitutes unlawful dissipation of trust assets in violation of 7 U.S.C. § 499e(c)(2), and 7 C.F.R. §§ 46.46(b)(2) and 46.46(e). *Kingdom Fresh Produce v. Bexar County (In re Delta Produce, LP),* 521 B.R. 576, 583-584 (W.D. Tex. 2014).

IV. THE PACA TRUST IS A NONSEGREGATED "FLOATING" TRUST FOR WHICH COMMINGLING IS EXPECTED AND NO TRACING IS REQUIRED.

25. By definition, the trust created by PACA is a nonsegregated "floating" trust for which commingling is expected. 7 C.F.R. § 46.46(b), which states, in relevant part: "Trust assets are to be preserved as a nonsegregated "floating" trust. Commingling of trust assets is contemplated."

- 26. Thus, the PACA trust beneficiary need not perform any tracing or otherwise demonstrate that its produce or funds were used to obtain any particular asset. *Tom Lange Co., Inc. v. Kornblum & Co., Inc.*, 81 F.3d 280 (2d Cir. 1995); *In re Fresh Approach, Inc.*, 51 B.R. 412 (Bankr. N.D. Tex. 1985); *see also, Sanzone-Palmisano Co. v. M. Seaman Enterprises*, 986 F.2d 1010 (6th Cir. 1993) ("The trust beneficiary need not prove that it, and not another produce supplier, was the source of the produce or produce-related assets.")
- 27. Because the PACA trust is by definition a floating trust for which commingling is contemplated, <u>all</u> assets of a produce buyer are presumed to be impressed with the PACA trust and the burden to prove that a particular asset is not impressed with the trust falls squarely on the produce buyer, not the produce seller. *In re Atlantic Tropical Market Corporation*, 118 B.R. 139 (Bankr. S.D. Fla. 1990) (any business assets purchased by one who is in the business of buying and selling produce will be presumed to have been purchased with PACA trust assets, and any such assets may thus be viewed as collateral until the PACA trust claim has been paid in full.) To the extent any dispute arises regarding whether a particular asset is impressed with the PACA trust, it is the Debtor who must prove which assets, if any, are not subject to the trust. *In re Fresh Approach, supra*.
- 28. Likewise, to the extent trust and non-trust assets are commingled, all of a debtor's assets are presumptively part of the PACA trust *res* and the burden is on the debtor -- not the produce supplier -- to show that disputed assets were not acquired with proceeds from the sale of produce or produce-related assets. *In re W.L. Bradley Co.*, 75 Bankr. 505, 509 (Bankr. E.D. Pa. 1987); *see also In re Atlantic Tropical Market Corp.*, 118 Bankr. 139, 142 (Bankr. S.D. Fla. 1990); *In re Richmond Produce Co.*, 112 Bankr. 364, 368 (Bankr. N.D. Cal 1990) ("The unpaid sellers are not required to trace, and the trust arises immediately upon delivery."); *In re Fresh*

Approach, 51 Bankr. 412, 422 (Bankr. N.D. Tex. 1985) ("The legislative history emphasizes that no specific tracing of inventory or proceeds is required (nor, as a practical matter, could such tracing be accomplished).").

29. Accordingly, the PACA beneficiary is not required to trace trust funds. To the extent any dispute arises regarding the trust assets, it is the debtor who must prove which assets, if any, are <u>not</u> subject to the trust. *In re Fresh Approach*, *supra*. Absent such proof, all of the debtor's business related assets, including without limitation, inventory, accounts receivable and proceeds from the sale of that inventory, will be presumed to be part of the PACA trust *res*.

V. THE PACA TRUST ASSETS ARE NOT PROPERTY OF THE DEBTOR'S ESTATE AND MAY NOT BE SOLD OR OTHERWISE USED TO PAY ANY NON-PACA CLAIM UNTIL ALL VALID PACA TRUST CLAIMS HAVE BEEN PAID IN FULL.

30. Both the federal regulations governing PACA and case law interpreting the Act confirm that in the event of bankruptcy, PACA trust assets are not to be considered part of the estate to be distributed to non-PACA trust creditors, nor are they to be sold or otherwise used by a debtor-in-possession unless all PACA trust beneficiaries have been paid. Case law establishes that because PACA trust assets are not property of the bankrupt's estate, those assets must be set aside for distribution only to the trust beneficiaries until those beneficiaries' claims are fully satisfied. 49 Fed. Reg. at 45738; In re Southland & Keystone, 132 B.R. 632 (9th Cir. BAP 1991); In re Carolina Produce Distributors, Inc., 110 B.R. 207 (W.D.N.C. 1990); In re Asinelli, Inc., 93 B.R. 433 (M.D.N.C. 1988); In re Fresh Approach, Inc., 51 B.R. 412 (Bankr. N.D. Tex. 1985) ("In re Fresh Approach II"); In re Milton Poulos, Inc., 947 F.2d 1351 (9th Cir. 1991); Matter of United Fruit & Produce Co., Inc., 86 B.R. 14 (Bankr. D. Conn. 1988).

In the context of a Chapter 11 case, the court in *Fresh Approach* stated:

It is clear from the terms of the PACA Amendments and the supporting legislative history that Congress intended to create a *priority* status for unpaid Creditors, priming even the administrative claims which normally stand first in line in a bankruptcy distribution. To approve a plan which grants anything but such a priority would be in direct contravention of the purpose and intent of the PACA amendments.

In re Fresh Approach II, 51 B.R. at 420. (Emphasis in original).

- 31. "General trust principles govern PACA trusts unless the principle conflicts with PACA." Nickey Gregory Co., LLC v. AgriCap, LLC, 597 F.3d 591, 595 (4th Cir. 2010); accord C.H. Robinson v. Alanco Corp., 239 F.3d 483, 487 (2d Cir. 2001) ("Trusts created under PACA are statutory trusts, and common law trust principles are not applicable if they conflict with the language of the statute, the clear intent of Congress in enacting the statute, or the accompanying regulations."); Sunkist Growers, Inc. v. Fisher, 104 F.3d 280, 282 (9th Cir. 1997).
- 32. Because trust principles apply and the debtor only holds legal -- not equitable -- title, if the debtor files for bankruptcy, the PACA trust assets are excluded from the bankruptcy estate. *See, e.g.*, 11 U.S.C. § 541(d) ("Property in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest, . . . becomes property of the estate . . . only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold."); *Ruby Robinson Co., Inc. v. Herr*, 453 F. App'x 463, 465 (5th Cir. 2011) ("Ordinary principles of trust law apply to trusts created under PACA, so that for instance the trust assets are excluded from the estate should the dealer go bankrupt." (quoting *Sunkist Growers, Inc.*, 104 F.3d at 282)); *Kingdom Fresh Produce v. Bexar County (In re Delta Produce, LP*), 521 B.R. 576, 584 (W.D. Tex. 2014).
- 33. Simply stated, a "trust created by PACA exists until a seller [i.e., PACA beneficiary] is paid in full." Weis-Buy Servs. v. Paglia, 411 F.3d 415, 423 (3d Cir.

2005) (citing 7 C.F.R. § 46.46(c)(2)); see also In re Kornblum & Co., Inc., 81 F.3d 280, 285 (2d Cir. 1996) ("Only when every existing beneficiary has been paid in full does the PACA trust cease to exist and the Produce Debtor become the equitable owner of any remaining trust assets."); Kingdom Fresh Produce v. Bexar County (In re Delta Produce, LP), 521 B.R. at 585. As stated by the court in Kingdom Fresh Produce, "the status of any other individual seeking PACA trust funds is irrelevant; PACA trust beneficiaries must be paid first before any other creditors can be paid because they are entitled to 'full payment."

34. While § 499e(b)(2)'s "full payment" requirement may seem unforgiving, it was purposeful. *Frio Ice, S.A. v. Sunfruit, Inc.*, 918 F.2d 154, 156 (11th Cir. 1990) ("In the early 1980s, Congress determined that the increase in non-payment and delinquent payment by produce dealers threatened the financial stability of produce growers."). As recognized by the *Sanzone* court, Congress considered sellers of perishable commodities to be especially vulnerable and therefore intended that they take priority over other creditors, both secured and unsecured. *Sanzone*, *supra* at 1012, *citing*, *In re Prange Foods*, *Corp.*, 63 Bankr. 211, 214 (Bankr. W.D. Mich. 1986). *See also, Idahoan Fresh v. Advantage Produce*, 157 F.3d 197, 199 (3d Cir. 1998) (PACA trust creditors will enjoy priority interest in the trust assets over even perfected secured creditors.)

VI. THE BANKRUPTCY COURT DOES NOT HAVE JURISDICTION TO AUTHORIZE THE SALE OF PACA TRUST ASSETS IN AMOUNTS EQUAL TO THE PACA TRUST CLAIMS.

35. Whether this Court has jurisdiction over the action depends on whether the funds at issue are part of the bankruptcy estate. *Local Union No. 97, IBEW v. NRG Energy Inc.*, 2009 U.S. Dist. LEXIS 39423, *13 (N.D.N.Y May 8, 2009); *see Bennett v. Mfrs. & Traders Trust Co.*, 2000 U.S. Dist. LEXIS 15316, *2 (N.D.N.Y Oct. 18, 2000) (noting that when a debtor files a

bankruptcy petition, certain funds that are not part of the bankruptcy estate are "subject to civil suits").

- 36. There is no dispute that the assets intended to be sold here are PACA trust assets. As indicated above, PACA trust assets are not part of the bankruptcy estate. *See also* 11 U.S. §541(d); *United States v. Whiting Pools, Inc.*, 462 U.S. 198, 205 (1993) ("Congress plainly excluded property of others held by the debtor in trust at the time of the filing of the petition"). *In re Kornblum & Co., supra*, 81 F.3d at 284 ("ordinary principles of trust law apply to the trusts created by the [PACA] Act ... [a]ccordingly ... the Bankruptcy Court excludes PACA trust assets from the bankruptcy estate").
- 37. Since PACA trust assets are not part of the bankruptcy estate, the bankruptcy court has no jurisdiction to authorize the sale of those assets in amounts equal to the valid PACA trust claims. *See Local Union No. 97*, 2009 U.S. Dist. LEXIS 39423 at *17 (finding that the "assets held in the Trust Fund under the NRG Pension Plan were not part of the bankruptcy estate [and] [a]s a result, the trust fund assets ... were not subject to the bankruptcy proceedings and the Bankruptcy Court's Order.")

VII. ALTERNATIVELY, THE BIDDING PROCEDURES ARE OBJECTIONABLE BECAUSE THEY IMPROPERLY ATTEMPT TO ALLOCATE SALE PROCEEDS TO THE DEBTORS' SECURED LENDER IN VIOLATION OF COLUMBIA'S SUPERIOR RIGHTS.

- 38. Columbia objects to the bidding procedures because they attempt to allocate to PNC Bank, N.A. the cash proceeds of the stalking horse (or other winning) bidder's bid, including the cash component of a successful Brazos Credit Bid.
 - 39. Paragraph h of the bidding procedures³ provides as follows:

³ A copy of the bidding procedures is attached hereto as Exhibit A to Exhibit 4, the proposed form of bidding procedures order.

PNC Credit Bid. PNC has agreed not to credit bid obligations relating to Revolving Advances or the First Out Term Loan under the DIP Credit Agreement or the Pre-Petition Credit Agreement if a Qualified Bid (including the Qualified Bid submitted by the Stalking Horse Bidder under the APA) provides for payment in cash, at closing (and no later than sixty (60) days after the Petition Date), for application to the DIP Credit Agreement obligations and Pre-Petition Credit Agreement obligations, an amount equal to the greater of: (i) twenty-two million dollars (\$22,000,000); or (ii) an amount sufficient to fully satisfy, in cash, all obligations under the DIP Credit Agreement and Pre-Petition Credit Agreement other than Last Out Term Loan obligations.

Notwithstanding the foregoing, at the direction of Brazos PNC may credit bid all amounts due under the Prepetition Credit Agreement, DIP Credit Agreement including all Revolving Advances and First Out Term Loan, any other amounts due under other documents, and the Last Out Term Loan provided that PNC, as agent and lender under the Senior Secured Superpriority Debtor-in-Possession Revolving Credit, Term Loan and Security Agreement (the "DIP Credit Agreement"), and as agent and lender under the pre-petition Revolving Credit, Term Loan and Security Agreement dated as of November 13, 2013 (the "Pre-Petition Credit Agreement"), or its designee shall be entitled to credit bid all or a portion of the outstanding Last Out Term Loan obligations under the DIP Credit Agreement and the Pre-Petition Credit Agreement in accordance with section 363(k) of the Bankruptcy Code (a "Brazos Credit Bid"); provided, however, that any such Brazos Credit Bid must include a purchase offer by Brazos Equity Fund II, L.P. (or its assignee) for substantially all of the Purchased Assets that provides for payment in full, in cash, of (i) all Obligations under the DIP Credit Agreement, Prepetition Credit Agreement, Other Documents (other than Last Out Term Loan Obligations) (as those terms are defined in the DIP Credit Agreement) and (ii) the Break-Up Fee and Expense Reimbursement on the date of the sale closing.

PNC is deemed to be a "Qualified Bidder" for purposes of submitting a bid in accordance with the terms herein and any such bid shall be deemed to be a "Qualified Bid" for all purposes herein.

(Emphasis supplied).

40. Columbia objects to ¶ h because it attempts to allocate to PNC the first \$22 million cash proceeds of any sale (other than a PNC credit bid) without recognizing Columbia's superior rights in and to, colloquially, the "Debtors' assets." In effect, this procedure, although

characterized benignly as a component of "the proposed bidding and sales <u>process</u>," Bidding Procedures Motion at ¶ 11 (emphasis supplied), seeks to prime Columbia. This attempt by fiat to subordinate Columbia's substantive property rights is not a bona fide bid procedure. It is Columbia that enjoys superpriority status here, not PNC.

- 41. Indeed, to the extent the requested relief were presented in the context of a Section 363 sale motion (objections to which are not due until June 25, 2015⁴) as opposed to a bid procedures motion, the Debtors would be obligated to provide Columbia with adequate protection to the extent of any diminution in the value of its property interests. 11 U.S.C. § 363(e) ("Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest."); 11 U.S.C. § 361 (forms of adequate protection).
- 42. Of note, the Debtors are seeking approval of a process that would alienate substantially all of their assets "free and clear of all liens, claims, and interests under section 363 of the Bankruptcy Code" without having such rights attach to the sale proceeds. Bidding Procedures Motion at ¶ 3. This is not permissible under Section 363.
- 43. Additionally, Columbia objects to the "Reservation of Rights" set forth at the end of the proposed bidding procedures because it would authorize the Debtors to reject any bid that is "not in conformity with the requirements of the Bidding Procedures."

⁴ Columbia reserves all of its rights to object to the Sale Motion at the appropriate time, including, without limitation, on grounds that the Debtors cannot sell assets that are not property of their estates, that the Sale Motion seeks impermissibly to dissipate PACA trust assets, that the Sale Motion fails to provide adequate protection to Columbia for the use and sale of its property, that the Sale Motion fails to provide that Columbia's statutory first priority liens attach to the sale proceeds, and that the Sale Motion otherwise constitutes a *sub rosa* plan. Columbia currently has pending an objection to *Debtors' Emergency Motion for Interim and Final Orders Authorizing Debtor-In-Possession Financing and Granting Related Relief* (D.I. 9).

CONCLUSION

44. WHEREFORE, Columbia respectfully requests that this Honorable Court enter an Order (i) sustaining the Objection, (ii) denying the Bidding Procedures Motion to the extent inconsistent herewith, and (iii) granting to Columbia such other and further relief as the Court deems just and proper.

Date: June 10, 2015 Wilmington, DE

SULLIVAN · HAZELTINE · ALLINSON LLC

Elihu E. Allinson III (No. 3476) 901 North Market Street, Suite 1300

Allersia III

Wilmington, DE 19801 Tel: (302) 428-8191

Fax: (302) 428-8195

and

R. Jason Read, California State Bar No. 117561 June Monroe, California State Bar No. 284763 RYNN & JANOWSKY, LLP 4100 Newport Place Drive, Suite 700 Newport Beach, CA 92660 Tel: (949) 752-2911/ Fax: (949) 752-0953

Counsel for Columbia Manufacturing, Inc. dba Columbia Onion



Fruit and Vegetable Programs Search PACA

<u>License No.</u> 20121371

Date Issued 8/15/2012

Anniversary Date 8/15/2015

<u>Status</u> Active

Business Name

COLUMBIA MANUFACTURING INC

Business Address

<u>City</u> MATTAWA State Zip

24100 RD R SW
Web Address

WA 99349

Email hildred@tatocs.com

Phone 509 932-4041 Fax 509 932-4692

Mailing Address
P O BOX 1849

<u>City</u> MATTAWA **State Zip** WA 993490900

Reported Principal (Last Name, First Name)

CHRISTENSEN, DEL A CHRISTENSEN, DANEEN E

Trade Names

COLUMBIA ONION

Branch Name, Branch City, Branch State None

To connect with the PACA National License Center, Apply for a PACA License, or check on the status of a firm's license, please contact us at:

us at: 1 (800) 495-7222, then Option #1 or email us at PACALicense@ams.usda.gov

To connect with our Good Delivery Hotline, or if you have any Good Delivery inquiries or contract-related issues, please contactus at:

1 (800) 495-7222, then Option #2

To connect with our PACA Manassas, VA Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #3 or email us at PACAManassas@ams.usda.gov

To connect with our PACA Fort Worth, TX Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #4 or email us at PACAFtWorth@arms.usda.gov

To connect with our PACA Tucson, AZ Regional Office about the status of a complaint or to ask a general PACA question, pleasecontact us at:

1 (800) 495-7222, then Option #5 or email us at PACATucson@ams.usda.gov



Fruit and Vegetable Programs Search PACA

License No.

Date Issued

Anniversary Date

<u>Status</u>

20110506

3/3/2011

3/3/2015

Terminated

Business Name

GOLDEN COUNTY FOODS INC

Business Address 1434 POST RD

City **PLOVER** State Zip

WI 544672627

Web Address

<u>Email</u>

Phone

<u>Fax</u>

800 489-7783

715 341-0669

Mailing Address

City

State Zip

300 MOORE RD

PLOVER

544670249 wī

Reported Principal (Last Name, First Name)

CUTLER, LUCAS T GOLDEN COUNTY FOODS HOLDINGSINC, FRONTERHOUSE, JEFF S O'RAY, PATRICK

Trade Names None

Branch Name, Branch City, Branch State

GOLDEN COUNTY FOODS INC. PLOVER, WI

<u>To connect with the PACA National License Center, Apply for a PACA License, or check on the status of a firm's license, please contact us at:</u>
1 (800) 495-7222, then Option #1 or email us at PACALicense@ams.usda.gov

To connect with our Good Delivery Hotline, or if you have any Good Delivery inquiries or contract-related issues, please contactus at: 1 (800) 495-7222, then Option #2

To connect with our PACA Manassas, VA Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #3 or email us at PACAManassas@ams.usda.gov

To connect with our PACA Fort Worth, TX Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #4 or email us at PACAFtWorth@ams.usda.gov

To connect with our PACA Tucson, AZ Regional Office about the status of a complaint or to ask a general PACA question, pleasecontact us at:

1 (800) 495-7222, then Option #5 or email us at PACATucson@ams.usda.gov

EXHIBIT 3

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11 (jointly administered)
GOLDEN COUNTY FOODS, INC., et al.,)	Case No. 15-11062-KG
, , ,)	Re: D.I. 9, 43
Debtors.)	Hearing Date: June 15, 2014
)	Hearing Time: 10:00 a.m.

DECLARATION OF HILDRED ELLS IN SUPPORT OF COLUMBIA
MANUFACTURING, INC. DBA COLUMBIA ONION'S LIMITED OBJECTION TO
DEBTORS' MOTION FOR ENTRY OF ORDERS (1) APPROVING BIDDING
PROCEDURES, INC, SCHEDULING AN AUCTION, AND A SALE HEARING,
AND (II) GRANTING RELATED RELIEF

I, Hildred Ells, declare as follows:

- 1. I am currently, and at all relevant times herein was the Controller of Columbia Manufacturing, Inc. dba Columbia Onion ("Columbia") and I make this declaration in support of Columbia's Limited Objection to Debtors' Motion for Entry of Orders (I) Approving Bidding Procedures, Inc., Scheduling an Auction, and a Sale Hearing, and (II) Granting Related Relief.
- 2. Columbia is a statutory trust beneficiary and is a creditor of Golden County Foods, Inc. ("Golden County" or "Debtor") under the trust provisions of the PACA. For the reasons set forth below in more detail, I believe the full balance due to Columbia for Columbia's sales and shipment of perishable agricultural commodities to Debtor qualifies for PACA trust protection.
- 3. I am personally familiar with all matters that are the subject of this declaration and the facts set forth in this declaration are within my personal knowledge. If called upon as a witness, I would and could competently testify to all facts stated herein. As to those matters set forth on information and belief, I believe them to be true.
- 4. As the Controller of Columbia, my responsibilities include monitoring sales of perishable agricultural commodities, including those sales that are the subject of this dispute, and supervising collection of the accounts receivable for such sales. I have custody and control

of Columbia's sales and accounts receivable records as they relate to Debtor and I am thoroughly familiar with the manner in which those records are compiled.

- 5. The sales and accounts receivable records of Columbia, including invoices, billing statements and credit applications, are made in the ordinary course of business and are made at or near the time of the occurrence of the event of which they are a record. These sales records are made either by me or under my direction and supervision by Columbia's employees whose duty it is to make such documents.
- 6. Columbia operates as a buyer and seller of perishable agricultural commodities on the wholesale market, selling various fresh fruits and vegetables. Debtor operates as a buyer of perishable agricultural commodities and in that capacity Debtor has purchased perishable agricultural commodities from Columbia. The cumulative agreed upon purchase price for the commodities that are the subject of this claim is \$239,540.80.
- 7. During all times mentioned herein, Columbia was licensed under the PACA license no. 20121371. Attached hereto and incorporated herein by this reference as **Exhibit 1** is a true and correct copy of the USDA's on-line licensing verification confirming the status of Columbia's PACA license.
- 8. During all relevant times herein, Debtor has operated as a buyer of perishable agricultural commodities. For the reasons set forth below, I believe that Debtor is subject to PACA's rules and regulations because during times relevant herein Debtor purchased perishable agricultural commodities in 'wholesale and jobbing' quantities as defined by PACA. See, Declaration of R. Jason Read, paragraphs 4 through 6, previously filed with this Court (Document #61-6). Specifically, Debtor is subject to PACA as a dealer because Debtor purchased at least 2,000 pounds (1 ton) of produce in any one day. As established below and in the attached Exhibit, Debtor has unquestionably purchased perishable agricultural commodities in excess of PACA's 'wholesale and jobbing' thresholds and therefore is subject to PACA's rules and regulations.

- 9. Specifically, with respect to the minimum wholesale and jobbing weight requirement, on April 10, 2015, Debtor purchased perishable agricultural commodities from Columbia having a cumulative weight of 40,500 pounds. Attached hereto and incorporated herein by this reference as **Exhibit 2** is a true and correct copy of Columbia's invoice no. 103370 which confirms on its face Columbia's sale of 40,500 pounds of yellow onions. Therefore, this invoice confirms that Debtor has purchased perishable agricultural commodities in wholesale and jobbing quantities.
- 10. The unpaid invoices that are the subject of this Joinder are for sales transactions that occurred on or about April 10, 2015 through May 14, 2015 for the total principal amount of \$239,540.80. On or about those dates, Columbia sold and shipped various fruits and vegetables, being perishable agricultural commodities, to Debtor for agreed-upon selling prices of which \$229,832.64¹ in principal remains unpaid and past due.
- 11. An invoice for each shipment was prepared and sent to Debtor on or about the day of each transaction. True and correct copies of Columbia's invoices issued to Debtor confirming these sales and proof of delivery to Debtor are appended hereto and incorporated herein by reference as **Group Exhibit 3**.
- 12. Debtor received and accepted these shipments without objection, and all adjustments are reflected in the amounts due and owing. Nevertheless, Debtor has failed to pay for the fruits and vegetables that Debtor purchased.
- 13. The produce sold by Columbia to Golden County traveled in contemplation of interstate and/or foreign commerce between the states of Washington and Wisconsin, among others.
- 14. As Columbia's Controller, it is my responsibility to make certain that Columbia comply with all requirements necessary to preserve their trust rights under PACA for all unpaid shipments of produce, including the shipments that are the subject of this dispute. As

This balance due has been reduced from the initial claim amount of \$239,540.80 because of a \$12,749.95 payment received by Columbia on or about June 29, 2015.

mentioned, Columbia is and during all times herein has been a PACA licensee, PACA license number 20121371. In compliance with all statutory filing requirements, I made certain that each of Columbia's invoice set forth on its face the following statutory language necessary to preserve their PACA trust benefits:

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

See again Group Exhibit 3.

- 15. For each of the foregoing reasons, I believe that the full sum due to Columbia for the onions that Columbia sold to Golden County qualifies for PACA trust protection.
- 16. Columbia relies on the prompt payment of products sold to its customers to effectively and adequately manage its current payables and receivables schedules, monitor its cash flow, and make informed business decisions. The failure of Debtor to preserve the PACA trust assets rightfully belonging Columbia, and to timely and fully pay these undisputed amounts due has jeopardized and will continue to jeopardize the ability of Columbia to properly operate its business and to pay some of their own suppliers.
- 17. Accordingly, Columbia has been and will continue to be irreparably harmed if the Debtor is allowed to sell any the PACA trust assets held by Debtor but which rightfully belong to Columbia or to pay any non-PACA debt prior to fully and promptly paying the PACA trust debt owing to Columbia.

I declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct.

Executed this day of June 2015 in Mattawa, Washington.

HILDRED ELLS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or
validity of that document.
State of California Washinston County of Man
Subscribed and sworn to (or affirmed) before me on this 8 day of June . 20 15, by thirdred falls
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.
HARGA LESSION EL
NOTARY SIGNATURE NAME OF SIGNATURE
Signature WASHING WASHING
WASHING.

EXHIBIT 1



Fruit and Vegetable Programs Search PACA

<u>License No.</u>

Date Issued

Anniversary Date

<u>Status</u>

20121371

8/15/2012

8/15/2015

Active

Business Name

COLUMBIA MANUFACTURING INC

Business Address

24100 RD R SW

City

<u>State</u> WA **Zip** 99349

Web Address

<u>Email</u>

<u>Phone</u>

MATTAWA

Fax

<u>rax</u> 509 932-4692

hildred@tatocs.com

City

509 932-4041

State Zip

Mailing Address
P O BOX 1849

MATTAWA

WA

993490900

Reported Principal (Last Name, First Name)

CHRISTENSEN, DEL A CHRISTENSEN, DANEEN E

Trade Names

COLUMBIA ONION

Branch Name, Branch City, Branch State None

To connect with the PACA National License Center, Apply for a PACA License, or check on the status of a firm's license, please contact us at:

1 (800) 495-7222, then Option #1 or email us at PACALicense@ams.usda.gov

To connect with our Good Delivery Hotline, or if you have any Good Delivery inquiries or contract-related issues, please contactus at:

1 (800) 495-7222, then Option #2

To connect with our PACA Manassas, VA Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #3 or emaîl us at PACAManassas@ams.usda.gov

To connect with our PACA Fort Worth, TX Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #4 or email us at PACAFtWorth@ams.usda.gov

To connect with our PACA Tucson, AZ Regional Office about the status of a complaint or to ask a general PACA question, pleasecontact us at:

1 (800) 495-7222, then Option #5 or email us at PACATucson@ams.usda.gov

EXHIBIT 2



PO Box 1849 Mattawa, WA 99349 (509) 643-4094

INVOICE

Invoice #: 103370 Invoice: 04 10, 2015 Ship: 04 10, 2015

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152

United States

Ship To: Golden County Foods, Inc. 1434 Post Road

Plover WI 54467 **United States**

Page 1 of 1

Sale Terms: FOB Salesperson: Col. Onion Carrier: SOBOL Order: 04 01, 2015 Via: Trailer lic: St: Cust PO: 0019606 Currency: USD Broker:

Description	Quantity	MOU	Price	Amount
Yellow Onion 1 Whole Peel Tote Shipper USA	40500	lb	.31	12,555.00
Pallets	27		6.85	184.95
Temperature Recorders	1		10.00	10.00
INVOICE TOTAL:	40500		-	12,749.95

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL **ONLY**

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/08/2015

SEAL #BT35593

RECORDER #N726453

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereunto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein. A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.



PO Box 1849 Mattawa, WA 99349 (509) 643-4094

INVOICE

Invoice #: 103370 Invoice: Apr 10, 2015 Apr 10, 2015 Ship: Pay Terms: Net 10

Sold To: Golden County Foods, Inc. 300 Moore Road Plover WI 54467-3152 **United States**

Ship To: Golden County Foods, Inc. 1434 Post Road Plover WI 54467 United States

Page 1 of 1

Carrier: SOBOL Salesperson: Col. Onion Sale Terms: FOB St: Trailer lic: Via: Order: Apr 01, 2015 Broker: Currency: USD Cust PO: 0019606

	Quantity UOM	Price	Amount
Description	40500 lb	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27	6.85	184.95
Pallets	1	10.00	10.00
Temperature Recorders	40500	,	12,749.95
INVOICE TOTAL:			

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/08/2015

SEAL #BT35593

RECORDER #N726453

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereunto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein. A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 13 of 57 STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Jumbia Onion O Box 1849

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby

attawa, WA 99349 HIPPER		to carry and deliver said proper this contract printed or written o motor carrier, the shipper, and th	nt (arranged by the truck broken hairned the charges to be paid, agrees in consideration of the transportation charges to be paid, agrees ty to the consignee, subject only to the terms and conditions of on the face and back hereof, which are hereby agreed to by the ne truck broker, if any.
		County Foods, Inc.	
03370	Consigned 900 Moor		Bill of Lading No.
irder Number	Consigneë Plover V	NI 54467-3152	Apr 10, 2015
ol. Onion	TY if we will be the control of t		Ship Date
alesman		County Foods, Inc.	14-Columbia Onion, Mat
019606	Destination		Ship From
uyer P. O. #	Plover	WI 54467	FOB
715) 341-3191	That I am a d	the day was the two tree	Terms
'hone	SOBOL		
<u></u>	Carrier	Truck Broker	
'ia:	2		
Truck Rail	Driver	License	
:GOR			Ctoto
"GOR	Tractor License	State Trailer Licens	se State Page 1 of 1
			WEIGHT
QUANTIT	ΓΥ	DESCRIPTION	WT but CTTT
SEAL AND TEMP REC	ADDED NIMBER MUST BE	O ON TRAILER BY WAREHOUSE PER RECORDED ON B.O.L.	
SEAL AND TEMP REC	ORDER MUST BE PLACED ORDER NUMBER MUST BE ORDER MUST BE REMOVE ALLETS OUT ON: TOTE #1 THRU TO	O ON TRAILER BY WAREHOUSE PER E RECORDED ON B.O.L. ED BY RECEIVING PERSONNEL ONL TE #27 - 04/08/2015	
SEAL AND TEMP REC SEAL AND TEMP REC SEAL AND TEMP REC STEM: R70002 DALLETS IN 27 P DATE OF PRODUCTION SEAL #BT35593	ORDER MUST BE PLACED ORDER NUMBER MUST BE ORDER MUST BE REMOVE ALLETS OUT NOTE #1 THRU TO 405@Marges paid by: Shipper Receive	This Shipment is Freight Collect (Unless Off if the carrier named herein or it's agent, deliv of freight or other lawful charges, the carrier of: The agreed or declared value of the propert of:	Total Weight herwise Stated) vers this shipment to the consignee or it's agent, without Payment or it's agent, does so without recourse to the shipper or it's agent.
SEAL AND TEMP RECISEAL AND TEMP RECITEM: R70002 DALLETS IN 27 PDATE OF PRODUCTIONS SEAL #BT35593 RECORDER #N726453 Total Packages Carriclosia Oged for by:	ORDER MUST BE PLACED ORDER NUMBER MUST BE ORDER MUST BE REMOVE ALLETS OUT N: TOTE #1 THRU TO	This Shipment is Freight Collect (Unless Off if the carrier named herein or it's agent, deliv of freight or other lawful charges, the carrier of: The agreed or declared value of the propert of:	Total Weight

Driver's Receipt: I have received the above described property in good shipping condition, have verified the count, are an satisfied that said shipment is loaded and

Shipper's Signature: I hereby certify that I and my assignees are familiar with and accept all terms and conditions of this bill of lading:

Signed:

Loading Completed

To Be Delivered Before Special Instructions

Signed

Temperature Instructions .

Recorder No. _



PO Box 1849 Mattawa, WA 99349 (509) 643-4094

INVOICE

Invoice #: 103371 Invoice: Apr 10, 2015

Ship: Apr 10, 2015 Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152

United States

Ship To: Golden County Foods, Inc. 1434 Post Road

> Plover WI 54467 United States

> > Page 1 of 1

Carrier: RON BOSCH Salesperson: Col. Onion Sale Terms: FOB St: ND Trailer lic: T330946 Via: Order: Apr 01, 2015 Broker: Currency: USD Cust PO: 0019607

	Quantity UC	M Price	Amount
Description	40500 lb	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27	6.85	184.95
Pallets	1	10.00	10.0Ó
Temperature Recorders .	40500	•	12,749.95
INVOICE TOTAL:	40000		•

SHIP AT 34 DEGREES CONTINUOUS SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/09/2015

SEAL #BT35597

RECORDER #N726452

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereunto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein. A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 15 of 57 STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Jumbia Onion
O Box 1849
4100 Rd R SW
attawa, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

	G	Solden County Foo	ds, Inc.			
3371		00 Moore Road			Bill of Lading No.	
er Number	Consigne	Plover WI 54467-3	152		pr 10, 2015	5
Onion		Talasa Dalama	•		Ship Date	
sman	(Solden County Foo	ds, Inc.			Onion, Mat
.9607	A	1434 Post Road			Ship From	
er P. O. #	Destinatio	Plover WI 54467			OB	
L5) 341-3191		The Later of Garage way			To soo o	
ne	1	RON BOSCH			Terms	
	Carrier		Truck Broker			
uck Rail						
4011	Driver		License	T330946	ĸ	4D
LL						<u> </u>
	Tractor Li	cense	State Trailer	License		State Page 1 of 1
			Immich!			WEIGHT
QUANTI	ГҮ	DESCR	PTION			
AL AND TEMP REC	ORDER NUMBER	PLACED ON TRAIL MUST BE RECORDED REMOVED BY RECE	on B.O.L.			
TE OF PRODUCTIO AL #BT35597 CORDER #N726452	n: Tote #1 7	PHRU TOTE #27 - 0	4/09/2015		Total Weight	
PALLETS IN 27 E ATE OF PRODUCTION EAL #BT35597 ECORDER #N726452 Otal Packagies	n: Tote #1 7					
TE OF PRODUCTION IN THE PROPURTY OF PRODUCTION IN THE PROPURTY OF	n: Tote #1 7	d by: This State of freig	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the	uless Otherwise Stated) Int, delivers this shipment to carrier or it's agent, does s	40 o the consignee or it's o without recourse to	o tilo o mpper or m =9+-
TE OF PRODUCTION TEL #BT35597 CORDER #N726452 Stal Packages arrich Con Q Pged for by:	N: TOTE #1. T	This Shift the cool firely	nipment is Freight Collect (Un	uless Otherwise Stated) Int, delivers this shipment to carrier or it's agent, does s	40 o the consignee or it's o without recourse to	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTIC AL #BT35597 CORDER #N725452 tal Packagies arri 6 Q5 Q B ged for by:	N: TOTE #1. To the second seco	d by: This State of freig	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the	uless Otherwise Stated) Int, delivers this shipment to carrier or it's agent, does s	40 o the consignee or it's o without recourse to	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTIC AL #BT35597 CORDER #N725452 stal Packagies arri 40549 ged for by:	N: TOTE #1. T	This SI lithe or of freig	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the	uless Otherwise Stated) Int, delivers this shipment to carrier or it's agent, does s	40 o the consignee or it's o without recourse to	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTIC AL #BT35597 CORDER #N725452 stal Packages arri@05-0-9ged for by: Shipper Receiver	N: TOTE #1. To the state of the	Heceiver Time This Shift the croof freight of freight	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 b the consignee or it's o without recourse to cally stated by the st	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTION TEL #BT35597 CORDER #N726452 Stal Packages arrich Con & Piged for by: Shipper Receiver	N: TOTE #1. To the state of the	Heceiver Time This Shift the croof freight of freight	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 b the consignee or it's o without recourse to cally stated by the st	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTION TAL #BT35597 CORDER #N726452 Stal Packages arrich Oth Oraged for by: Shipper Beceiver Loading Started	N: TOTE #1. To the state of the	Heceiver Time This Shift the croof freight of freight	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 b the consignee or it's o without recourse to cally stated by the st	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTION IAL #BT35597 CORDER #N726452 Intel Packages arrich O.5 A.P. ged for by: Shipper Receiver Loading Started	N: TOTE #1. To the state of the	This Shilt the cool firely Receiver of: Time \$	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the Corder No.	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 o the consignee or it's o without recourse to cally stated by the sh	s agent, without Payme o the shipper or it's ager
TE OF PRODUCTION TAL #BT35597 CORDER #N726452 Stal Packages arri	N: TOTE #1. To Shipper Date	This Shilt the cool firely Receiver of: Time \$	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 o the consignee or it's o without recourse to cally stated by the sh	s agent, without Payme o the shipper or it's ager
ATE OF PRODUCTION EAL #BT35597 ECORDER #N726452 Stall Packages Earri #05/05/05/05/05/05/05/05/05/05/05/05/05/0	N: TOTE #1. To Shipper Date	This Shilt the cool firely Receiver of: Time \$	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the Corder No.	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 o the consignee or it's o without recourse to cally stated by the sh	s agent, without Payme o the shipper or it's ager
ATE OF PRODUCTIC EAL #BT35597 ECORDER #N726452 otal Packagies Carri & C.5. & P ged for by:	N: TOTE #1. To Shipper Date	This Shilt the cool firely Receiver of: Time \$	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the Corder No.	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	40 o the consignee or it's o without recourse to cally stated by the sh	s agent, without Payme o the shipper or it's ager
ATE OF PRODUCTION EAL #BT35597 ECORDER #N726452 otal Packages carriginating page for by: Chipper Receiver Loading Started Loading Completed To Be Delivered Before	N: TOTE #1. To Shipper Date	This Shilt the cool firely Receiver of: Time \$	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the Corder No.	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	athe consignee or it's owithout recourse to cally stated by the sh	s agent, without Payme o the shipper or it's ager
ATE OF PRODUCTION EAL #BT35597 ECORDER #N726452 otal Packages Carri (*CE) (*CE) (*CE) Carri (*CE) (*CE) (*CE) Carri (*CE) (*CE) (*CE) Carri (A0500 harges paid Shipper Date	Receiver Time Receiver Time Receiver Time This Shift the cool firelight the cool firel	nipment is Freight Collect (Un arrier named herein or it's age ht or other lawful charges, the reed or declared value of the corder No.	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does so property is hereby specific	the consignee or it's o without recourse to cally stated by the sh	s agent, without Payme o the shipper or it's agen nipper to be not in exce
ATE OF PRODUCTION EAL #BT35597 ECORDER #N726452 otal Packages carril C5 APged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before pecial Instructions river's Receipt: I have received have verilled properly brace.	40500 harges paid Shipper Date ed the above described the count, and am satist	This Shilt the cool firely Receiver of: Time \$	nipment is Freight Collect (Unarrier named herein or it's age intor other lawful charges, the reed or declared value of the corder No. mperature Instructions tion, Shipper's Signatur	iless Otherwise Stated) int, delivers this shipment to carrier or it's agent, does s property is hereby specifi	the consignee or it's o without recourse to cally stated by the st	s agent, without Payme o the shipper or it's agen nipper to be not in exce

ORIGINAL



PO Box 1849 Mattawa, WA 99349 (509) 643-4094

INVOICE

Invoice #: 103372 Invoice: Apr 13, 2015 Ship: Apr 13, 2015 Pay Terms: Net 10

Page 1 of 1

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 **United States**

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Carrier: BLUE EAGLE TRUCKING Salesperson: Col. Onion

Sale Terms: FOB St: WI Trailer lic: 661264 Via: Order: Apr 01, 2015 Broker:

Currency: USD Cust PO: 0019609

Amount Quantity UOM **Price** Description 12,555.00 .31 40500 lb Yellow Onion 1 Whole Peel Tote Shipper USA 184.95 6.85 27 **Pallets** 10.00 10.00 1 Temperature Recorders 12.749.95 40500 INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTES #1 THRU TOTE #27 - 04/13/2015

SEAL #BT35587

RECORDER #N726454

EMAILE

Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities; all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereunto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein. A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 17 of 57 FBILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

olumbia Onion O Box 1849 4100 Rd R SW attawa, WA 99349 RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the lace and back hereof, which are hereby agreed to by the

IPPER			motor carr	ier, the shipper, and the truck	proker, ir arry.		
	Ge	olden County	Foods, Inc.				
3372	Canaiana	00 Moore Ros	d		Bill of La	ading No.	
ler Number	Consignee • P	lover WI 544	67-3152		Apr 13	, 2015	
1. Onion	TT				Ship Dat		
esman	G	olden County	Foods, Inc.		14-Col	umbia Onion, Ma	t
19609	Dectination	484 Post Ros	d		Ship Fro	om	
er P. O. #	Pestriation	lover WI 544	67		FOB		
15) 241-3191	• • • • • • • • • • • • • • • • • • • •				Terms		
one	· B	LUE EAGLE TR	RUCKING				
	Carrier		Truck	Broker			
: ruck Rail							
uck Rail	Driver		Licens		. m a	WI	
ORGE				5612	Pa	State	
W	Tractor Lic	ense	State	Trailer License		Page 1 of	3
			FOODIDTION			WEIGHT	
QUANTIT	ΓΥ	DI	ESCRIPTION				***********
AL AND TEMP REC							
TTE OF PRODUCTION AL #BT35587	n: Totes #1 T	hru tote #27	- 04/13/2014	5			
ATE OF PRODUCTION EAL #BT35587 ECORDER #N726454	n: Totes #1 T	hru tote #27	- 04/13/201	5	Total W	/eight	
ATE OF PRODUCTION EAL #BT35587 ECORDER #N726454 Otal Packages	n: Totes #1 T		This Shipment is Freigh If the carrier named her of freight or other lawful	t Collect (Unless Otherwise ein or it's agent, delivers this s charges, the carrier or it's age	Stated) shipment to the cons ent, does so without	40500 signee orit's agent, without Pa recourse to the shipper orit's	
ATE OF PRODUCTION EAL #BT35587 CORDER #N726454 Otal Packages Carriquanoged for by:	N: TOTES #1 T		This Shipment is Freigh If the carrier named her of freight or other lawful	t Collect (Unless Otherwise ein or it's agent, delivers this s charges, the carrier or it's age	Stated) shipment to the cons ent, does so without	40500	
TE OF PRODUCTION TO THE PROPERTY OF THE PROPER	N: TOTES #1 T	by:	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of:	t Collect (Unless Otherwise ein or it's agent, delivers this s charges, the carrier or it's age	Stated) shipment to the cons ent, does so without	40500 signee orit's agent, without Pa recourse to the shipper orit's	
THE OF PRODUCTION CAL #BT35587 CORDER #N726454 Dial Packages Carrique 100 100 100 100 100 100 100 100 100 10	N: TOTES #1 T 405000 narges paid Shipper	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared	t Collect (Unless Otherwise ein or it's agent, delivers this s charges, the carrier or it's age	Stated) shipment to the cons ent, does so without	40500 signee orit's agent, without Pa recourse to the shipper orit's	
THE OF PRODUCTION EAL #BT35587 CORDER #N726454 Dial Packages Carrique 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	N: TOTES #1 T 405000 narges paid Shipper	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of:	t Collect (Unless Otherwise ein or it's agent, delivers this t charges, the carrier or it's age d value of the property is here	Stated) shipment to the cons ent, does so without aby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
ATE OF PRODUCTION EAL #BT35587 CORDER #N726454 Dial Packages Carrigos Receiver Loading Started	N: TOTES #1 T 405000 narges paid Shipper	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of:	t Collect (Unless Otherwise ein or it's agent, delivers this s charges, the carrier or it's age	Stated) shipment to the cons ent, does so without aby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
ATE OF PRODUCTION EAL #BT35587 CORDER #N726454 Dial Packages Carrigos Receiver Loading Started	N: TOTES #1 T 405000 narges paid Shipper	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of: \$ Recorder No.	it Collect (Unless Otherwise) ein or it's agent, delivers this t charges, the carrier or it's agu I value of the property is here	Stated) shipment to the cons ent, does so wilhout aby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
ATE OF PRODUCTION EAL #BT35587 CORDER #N726454 Dial Packages Carrians a good for by: Chipper Receiver Loading Started Loading Completed	N: TOTES #1 T	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of: \$ Recorder No.	t Collect (Unless Otherwise ein or it's agent, delivers this t charges, the carrier or it's age d value of the property is here	Stated) shipment to the cons ent, does so wilhout aby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
ATE OF PRODUCTION EAL #BT35587 ECORDER #N726454 otal Packages Carrians and ged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before	N: TOTES #1 T	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of: \$ Recorder No.	it Collect (Unless Otherwise) ein or it's agent, delivers this t charges, the carrier or it's agu I value of the property is here	Stated) shipment to the cons ent, does so wilhout aby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
ATE OF PRODUCTION EAL #BT35587 ECORDER #N726454 otal Packages Carrians and ged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before	N: TOTES #1 T	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of: \$ Recorder No.	it Collect (Unless Otherwise) ein or it's agent, delivers this t charges, the carrier or it's agu I value of the property is here	Stated) shipment to the cons ent, does so wilhout aby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
Loading Started Loading Completed	N: TOTES #1 T	by: Receiver	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of: \$ Recorder No.	it Collect (Unless Otherwise) ein or it's agent, delivers this t charges, the carrier or it's agu I value of the property is here	Stated) shipment to the consent, does so without eby specifically state	40500 signee or it's agent, without Pa recourse to the shipper or it's ed by the shipper to be not in	
ATE OF PRODUCTION EAL #BT35587 ECORDER #N726454 Total Packages Carrians Toged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before special Instructions	ACS COMBARGES PAID Shipper Date Ped the above described paid gar-satisfi	by: Receiver Time	This Shipment is Freigh If the carrier named her of freight or other lawful The agreed or declared of: \$ Recorder No. Temperature In	of Collect (Unless Otherwise lein or it's agent, delivers this scharges, the carrier or it's agent value of the property is here	Stated) shipment to the consent, does so without eby specifically state	40500 signee or it's agent, without Parecourse to the shipper or it's ed by the shipper to be not in	exce

AMAMA



INVOICE

Invoice #: 103373 invoice: Apr 15, 2015 Apr 15, 2015 Ship: Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

United States

Page 1 of 1

Carrier: KRAZE Salesperson: Col. Onion Sale Terms: FOB Trailer lic: 5572222 St: WI Order: Apr 01, 2015

Broker: Currency: USD Cust PO: 0019610

Amount Quantity UOM Price Description 12,555.00 .31 40500 lb Yellow Onion 1 Whole Peel Tote Shipper USA 184.95 6.85 27 **Pallets** 10.00 10.00 1 Temperature Recorders 12,749.95 40500 INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

O PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/15/2015

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 19 of 57 |BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Columbia Onion PO Box 1849 24100 Rd R SW Wattews. WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agreed.

SHIPPER	c	olden Count		this contract motor carries	deliver said property to the o printed or written on the face , the shipper, and the truck br	onsignee, subject only to the to and back hereof, which are hoker, if any.	erms and conditions of ereby agreed to by the
103373		00 Moore Ro					
Order Number		lover WI 54				Bill of Lading No.	
Col. Onion					•	Wht 19, 5010	
Salesman		olden Count		Inc.		Ship Date	mion. Mat
0019610		434 Post Ro					
Buyer P. O. #	Destination	lover WI 5	9467			Ship From FOB	
(715) 341-3191	¥T						
Phone	K	CRAZE				Terms	
Via:	Carrier			Truck Br	oker		
Truck Rail	P	suas:	2,				
Fluck rian	Driver		,	License	55722	22 WI	:
DUANE							
	Tractor Lic	cense	S	tate	Trailer License		Nge 1 of 1
QUANTITY			DESCRIPTION	ON		V	VEIGHT
SHIP AT 34 DEGREES CO SEAL AND TEMP RECORDS SEAL AND TEMP RECORDS ITEM: R70002 0 PALLETS IN 27 PALLS DATE OF PRODUCTION: '	ONTINUOUS ER MUST BE ER MUST BE ER MUST BE	PLACED ON MUST BE REC REMOVED BY RU TOTE #27	TRAILER IN ORDED ON RECEIVE - 04/15	BY WARE B.Q.L. NG PERS /2015	ONNEL ONLY Dilect (Unless Otherwise Sta	Total Weight ted) Total weight	9 0
Carrier arranged for by.	- Chargee pains		of freight or ot	her lawful cha	arges, the carrier or it's agent	, does so without recourse to th	e snipper or it s agent
Shipper Receiver	Shipper	Receiver	The agreed o	r declared ve	lue of the property is hereby	specifically stated by the shipp	her to he not in excess
- COMPANIA TO SOME STATE OF THE STATE OF THE SOME STATE OF THE SOME STATE OF THE SOME STATE OF THE SOME STATE OF THE SOM	Date	Time	JUI.			•	•
			\$				
Loading Started							
			Recorde	er No			
Loading Completed					•		
• • • • • • • • • • • • • • • • • • • •			Temper	ature Insti	uctions		
To Be Delivered Before							
Special Instructions						t.	
Driver's Receipt: I have received the have verified the couproperly by and	above described pr	roperty in good shipp	oing condition,	Chinagela	Signature: Thereby certify	that I and my assignees are fa- itions of this bill of lading:	milior with and accent al

ORIGINAL



INVOICE

Invoice #: 103374 Invoice: Apr 14, 2015 Apr 14, 2015 Ship: Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Page 1 of 1

Carrier: GREAT LAKES WESTERN Salesperson: Col. Onion Sale Terms: FOB Trailer lic: 657673 St: W Order: Apr 01, 2015

Broker: **Currency: USD** Cust PO: 0019608

The same of the sa	Quantity	UOM	Price	Amount
Description	40500	lb	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27		6.85	184.95
Pallets	4		10.00	10.00
Temperature Recorders	10500		10.00	12.749.95
INVOICE TOTAL:	40500			12,140.00

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

O PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/14/2015

SEAL #BT35599

RECORDER #N725401



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 21 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Tolkibla Onion 20 Box 1849 24100 Rd R SW inttawa, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of

SHIPPER	•	this contrac motor carrie	t printed or written on the face ar ir, the shipper, and the truck broke	nd back hereof, which are er, if any.	hereby agreed to by the
	Golden Count	y Foods, Inc.			
103374	300 Moore R			Dill of Lading No.	
Örder Number	Consigner WI 5	4467-3152		Bill of Lading No. Apr 14, 2015	
Tol. Onion	ومعادمة المالية			•	
Salesman	Golden Coun	by Foods, Inc.		Ship Date	Onion, Mat
3019508	1434 Post R	pad		Div. F.	······································
Buyer P. O. #	Destination Lover WI 5	4467		Ship From	
(715) 341-3191	للدسامة كالمسامة للسيالة			1	
Phone	GREAT LAKES	WESTERN		Terms	
√ia:	Carrier	Truck B	roker		
Truck X Rail					
Hack	Driver	License			Name of the last o
DAVE			65/6		
	Tractor License	State	Trailer License		Page 1 of 1
. QUANTITY		DESCRIPTION			WEIGHT
· QUANTIT					
	500 Yellow Onion 1	John Beel Tote	Shipper USA	405	500
****		The state of the past of the state of the st			
3HIP AT 34 DEGREES C	ONTINUOUS			CANTE OF	
SEAL AND TEMP RECORD	ER MUST BE PLACED ON	TRAILER BY WAR	SHOUSE PERSONNEL	CMPI	
REAL AND TEMP RECORD	ER NUMBER MUST BE REC	ORDED ON B.O.L	•		
THE PART OF THE PA	ER MUST BE REMOVED BY	RECEIVING PER	BONNEL ONLY		
	DR RIGHT DIE LOUIS -				
ITEM: R70002					
D PALLETS IN 27 PALL	ETS OUT				
DATE OF PRODUCTION:	TOTE #1 THRU TOTE #2	7 - 04/14/2015		•	
SEAL #BT25599					
RECORDER #N725401					
Total Packages				Total Weight	
•					0500
Carrie Parianged for by:	0500 harges paid by:	This Shipment is Freight C	Collect (Unless Otherwise Stated or or it's agent, delivers this shipm		
Carrier arranged to by.	3-1 F	If the carrier named herein	n or it's agent, delivers this ship it harges, the carrier or it's agent, do	oes so without recourse to	the shipper or it's agent
		-			
Ohiones Deschio	Shipper Receiver		alue of the property is hereby sp	ecilically stated by the sr	ilbhet to ne not itt excess
Shipper Receiver	Date Time	of:			
	Date				
Landing Ctorted					
Loading Started		Deserder No	·		
		necoldel No			
Loading Completed					
		Temperature Ins	tructions		
To Be Delivered Before					
Special Instructions				B	
Driver's Receipt: I have received the	above described property in good ship	ping condition, Shipper	s Signature: I hereby certify the	at I and my assignees are	familiar with and accept a
have verified the co	ount, and am satisfied that said shipmen	t is loaded and	terms and condition	ons of this bill of lading:	
, properly braced.	X		/}/	11-1	
About	Tril	Signe	d (South	1 HILLY	Lu
Signed: /////	/ 1				1



INVOICE

Invoice #: 103375 Invoice: Apr 16, 2015 Apr 16, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, inc.

300 Moore Road Plover WI 54467-3152 **United States**

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Sale Terms: FOB Order: Apr 01, 2015 Salesperson: Col. Onion

Carrier: R & S TRANSPORT Trailer lic:

St: WI

Cust PO: 0019611

Currency: USD

Broker:

	Quantity	MOU	Price	Amount
Description	40500	lb -	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27	•••	6.85	184.95
Pallets	1		10.00	10.00
Temperature Recorders	40500			12,749.95
INVOICE TOTAL:	40500			12,1-10.00

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/16/2015

SEAL #BT35607

RECORDER #N725408

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 23 of 57 \uppi BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Mabia Onion

) Box 1849		RECEIVED, from the shippo	er named herein, the perishable property described below. In good tas noted below, marked, consigned and destined as indicated
1100 Rd R SW		Same de Africa aureitant de Same	ment /arranged by the truck broker, named netein, it any), wheret
attawa, WA 99349		the motor carrier shown bek	w, in consideration of the transportation charges to be paid, agree perty to the consignee, subject only to the terms and conditions
HPPER		motor carrier, the shipper, ar	an on the lace and back hereof, which are hereby agreed to by the distribution of the truck broker, if any.
	Golden County	· Foods, Inc.	,
19375	· 300 Moore Ros		Bill of Lading No.
der Number	Consignee Plower WI 544	67-3152	Apr 16, 2015
ol. Onion	TTLL 2 ALLES OF COMME		
ilesman	Golden County	Foods, Inc.	Ship Date 14-Columbia Onion, Mat
)19611	1434 Post Ros	ıd	
iyer P. O. # 715) 341-3191	Destination lover WI 54	167	Ship From FOR
(TO) GAT GEST	TT	•	Terms
ione	R & S TRANSPO)RT	1011115
a: 🗸	Carrier	Truck Broker	
Fruck Rail	Driver	License	
ERRY		1075	5295 WI
	Tractor License	State Trailer Lice	hase Fage 1 of 1
QUANTITY	D	ESCRIPTION	WEIGHT
3			1192 40500
40500 405	00 Yellow Onion 1 Wa	cole Peel Tote Shipper	UDAL 2000
HIP AT 34 DEGREES CO	NTINUOUS		
PAT AND DEMODIF	ER MIST BE PLACED ON T	RAILER BY WAREHOUSE PI	ERSONNEL ONLY
	R NUMBER MUST BE RECO		
			di.V
SAL AND TEMP RECORDS	ER MUST BE REMOVED BY	RECEIVING PERSONNEL OF	4TI I

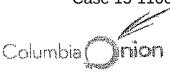
PEM: R70002 PALLETS IN 27 PALLETS OUT

ATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/16/2015

EAL #BT25607 SCORDER #N725408

otal Packages			. Total Weight
arrieParranged for by: 405 Pharges paid by:			This Shipment is Freight Collect (Unless Otherwise Stated) If the carrier named herein or it's agent, delivers this shipment to the consignee or it's agent, without Payment of freight or other lawful charges, the carrier or it's agent, does so without recourse to the shipper or it's agent
Shipper Rece	iver Shipper Date	Receiver Time	The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
Loading Started			
Loading Completed	<u> </u>		Recorder No.
To Be Delivered Be	fore		Temperature Instructions
pecial Instructions			Ù
iver's Receipt: I have re have ver properly	eceived the above described iffied the count, and am satisf braced.	property in good shi lied that said shipme	ipping condition, Shipper's Signature: I hereby certify that I and my assignees are familiar with and accept all the terms and conditions of this bill of lading: Signed Signed

ORIGINAL



INVOICE

invoice #: 103376 Invoice: Apr 17, 2015 Apr 17, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152

United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Sale Terms: FOB Order: Apr 01, 2015 Salesperson: Col. Onion

Trailer lic:

Carrier: NATIONWIDE

St:

Cust PO: 0019612

Currency: USD

Via:

Broker:

••	Description		Quantity U	OM	Price	Amount
			40500 lb)	.31	12,555.00
Yellow Onion 1 Whole Peel	Tote Snipper USA		27		6.85	184.95
Pallets		•	1		10.00	10.00
Temperature Recorders					.0.22	12.749.95
INVOICE TOTAL:		•	40500			12,140.00

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/17/2015

SEAL #BT35604

RECORDER #N725413

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 25 of 57 T BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

----Columbia Onion PO Box 1849 24100 Rd R SW Mattawa, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said properly to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the

		nty Foods, Inc	÷ ~	
03376	300 Moore F	Donal		
rder Number	Consigner WI S		***************************************	Bill of Lading No.
ol. Onion	Alminam Gram A. RTOACE AT 2			Apr 17, 2015
alesman		nty Foods, Inc	.	Ship Date
019612	1434 Post I		- •	14-Columbia Onion, Mat
iver P. O. #	Destination Lover WI			Ship From F'OB
715) 341-3191				F.OR
	71m i 4 m d - 0 4 - 4			Terms
none	NATIONWIDE			
a:	Carrier	Tru	ick Broker	
Truck Rail	NCK			
TIUCK FIGS	Driver	Lic	ense	
ACK				
	Tractor License	State	Trailer License	Tage 1 of 1
				WEIGHT
QUANTITY		DESCRIPTION		WEIGHT
				40500
40500 408	500 Yellow Onion 1	Whole Peel To	ote Shipper USA	30200
HIP AT 34 DEGREES CO	ONTINUOUS			
FAI. AND TEMP DECORD	er must be placed on	TRAILER BY W	AREHOUSE PERSONN	el only
	ER NUMBER MUST BE RE	PODED ON B O	1.	
EAL AND TEMP RECORDS	CK MOMBER MODI DO 100		mnochren Art.V	
EAL AND TEMP RECORD	ER MUST BE REMOVED B	A MECETATING B	ERSONNED OND!	
TEM: R70002				
TEN. RIUUUL				
	eng Arm			
D PALLETS IN 27 PALL		64/19/961	r	
		7 - 04/17/201	5	
D PALLETS IN 27 PALL		7 - 04/17/201	5	
D PALLETS IN 27 PALLE DATE OF PRODUCTION: ' BEAL #BT35604		7 - 04/17/201	.5	
PALLETS IN 27 PALLE DATE OF PRODUCTION: PEAL #BT35604		7 - 04/17/201	5	
PALLETS IN 27 PALL PATE OF PRODUCTION: PEAL #BT35604		7 - 04/17/201	5	
PALLETS IN 27 PALL PATE OF PRODUCTION: PEAL #BT35604		7 - 04/17/201	5	
PALLETS IN 27 PALL TATE OF PRODUCTION: ' PAL #BT35604		7 - 04/17/201	5	
PALLETS IN 27 PALL PATE OF PRODUCTION: 'PEAL #BT35604		7 - 04/17/201	5	
PALLETS IN 27 PALL ATE OF PRODUCTION: ' EAL #BT35504 ECORDER #N725413		27 - 04/17/201	5	Total Weight
PALLETS IN 27 PALLI PATE OF PRODUCTION: PEAL #BT35604 PECORDER #N725413		7 - 04/17/201	5	Total Weight
PALLETS IN 27 PALLIDATE OF PRODUCTION: 18EAL #BT35604 RECORDER #N725413	TOTE #1 THRU TOTE #2	This Obtain ont is Eroi	act Callagt (Unioss Otherwise S	State(1) 40500
PALLETS IN 27 PALLIDATE OF PRODUCTION: 18EAL #BT35604 RECORDER #N725413		This Shipment is Free	ght Collect (Unless Otherwise S	stated) 40500
PALLETS IN 27 PALLIDATE OF PRODUCTION: 12EAL #BT35604 RECORDER #N725413 Total Packages	TOTE #1 THRU TOTE #2	This Shipment is Free	ght Collect (Unless Otherwise S	stated) 40500
PALLETS IN 27 PALLI NATE OF PRODUCTION: 'EAL #BT35504 RECORDER #N725413	TOTE #1 THRU TOTE #2	This Shipment is Frei if the carrier named h of freight or other law	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age	stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent
PALLETS IN 27 PALLI PATE OF PRODUCTION: 'PEAL #BT35604 PECORDER #N725413 Total Packages Carrie Par Anged for by: 40	TOTE #1 THRU TOTE #2 5 Charges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age	stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent
PALLETS IN 27 PALLIATE OF PRODUCTION: 'EAL #BT35604 ECORDER #N725413 Total Packages Carrie Parkaged for by: 40	TOTE #1 THRU TOTE #2	This Shipment is Frei If the carrier named h of freight or other law The agreed or declar	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age	stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent
PALLETS IN 27 PALLIDATE OF PRODUCTION: PEAL #BT35604 PECORDER #N725413 Total Packages Carrier and Receiver Shipper Receiver	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age	stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent
PALLETS IN 27 PALLIDATE OF PRODUCTION: 19 PARLIT PRODUCTION: 19 PARLIT P	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei If the carrier named h of freight or other law The agreed or declar	ght Collect (Unless Otherwise S erein or it's agent, delivers this s ful charges, the carrier or it's age red value of the property is here	Stated) hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in exces
PALLETS IN 27 PALLED PARTY OF PRODUCTION: SEAL #BT35504 RECORDER #N725413 Total Packages Carrie Parlanged for by: Shipper Receiver	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei If the carrier named h of freight or other law The agreed or declar	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	Stated) hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess
PALLETS IN 27 PALLED PARTY OF PRODUCTION: SEAL #ET35604 RECORDER #N725413 Total Packages Carrie Para Receiver Shipper Receiver Loading Started	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No.	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	Stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess
PALLETS IN 27 PALLED PARTY OF PRODUCTION: SEAL #ET35604 RECORDER #N725413 Total Packages Carrie Para Receiver Shipper Receiver Loading Started	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No.	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	Stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess
PALLETS IN 27 PALLIDATE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Par Anged for by: Shipper Receiver Loading Started	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No.	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	Stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess
PALLETS IN 27 PALLIDATE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Para Aged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No.	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	stated) 40500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess
PALLETS IN 27 PALLIDATE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Parianged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No.	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	stated) A0500 hipment to the consignee or it's agent, without Paymen int, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess
PALLETS IN 27 PALLIDATE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Parianged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before	TOTE #1 THRU TOTE #2 5 Pharges paid by: Shipper Receiver	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No.	ght Collect (Unless Otherwise S erein or it's agent, delivers this s tul charges, the carrier or it's age red value of the property is here	Stated) A0500 hipment to the consignee or it's agent, without Paymen int, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in exces
DPALLETS IN 27 PALLIDATE OF PRODUCTION: SEAL #BT35504 RECORDER #N725413 Total Packages Carrie Partanged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before Special Instructions	TOTE #1 THRU TOTE #2 Shipper Receiver Date Time	This Shipment is Frei if the carrier named h of freight or other law. The agreed or declar of: \$ Recorder No. Temperature	ght Collect (Unless Otherwise Serein or it's agent, delivers this stul charges, the carrier or it's age red value of the property is here.	stated) A0500 hipment to the consignee or it's agent, without Paymen nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in exces
PALLETS IN 27 PALLED ATTE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Para Aged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before Special Instructions	5 Charges paid by: Shipper Receiver Date Time	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No. Temperature	ght Collect (Unless Otherwise Serein or it's agent, delivers this stul charges, the carrier or it's age red value of the property is here.	Stated) A0500 hipment to the consignee or it's agent, without Paymer int, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in exces
PALLETS IN 27 PALLED ATTE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Para Aged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before Special Instructions	TOTE #1 THRU TOTE #2 Shipper Receiver Date Time	This Shipment is Frei if the carrier named h of freight or other law The agreed or declar of: \$ Recorder No. Temperature	ght Collect (Unless Otherwise Serein or it's agent, delivers this stul charges, the carrier or it's age red value of the property is here.	stated) A0500 hipment to the consignee or it's agent, without Paymer nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess to the shipper t
PALLETS IN 27 PALLIDIATE OF PRODUCTION: SEAL #BT35604 RECORDER #N725413 Total Packages Carrie Par Anged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before Special Instructions Driver's Receipt: I have received the have verified the contraction of the contract	5 Charges paid by: Shipper Receiver Date Time	This Shipment is Frei if the carrier named hof freight or other law The agreed or declar of: \$ Recorder No. Temperature pping condition, Shipn is loaded and	ght Collect (Unless Otherwise Serein or it's agent, delivers this stul charges, the carrier or it's age red value of the property is here.	stated) A0500 hipment to the consignee or it's agent, without Paymer nt, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excess to the shipper t



INVOICE

invoice #: 103377 Invoice: Apr 23, 2015 Ship: Apr 23, 2015

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Page 1 of 1

Sale Terms: FOB Order: Apr 01, 2015 Salesperson: Col. Onion Via:

Carrier: ULTIMATE LOGISTICS Trailer lic: TE8588

St: ID

Cust PO: 0019613

Currency: USD

Broker:

EMPARTE COUNTY C	Quantity	UOM	Price	Amount_
Description	39000		.31	12,090.00
Yellow Onion 1 Whole Peel Tote Shipper USA	26		6.85	178.10
Pallets	1		10.00	10.00
Temperature Recorders	39000		•	12,278.10
INVOICE TOTAL:	33000			

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70002

0 PALLETS IN 26 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/20/2015

SEAL #BT35654

RECORDER #N725425

TRUCK OVERWEIGHT. REMOVED TOTE #23

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 27 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

of Mbis Onion

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said properly to the consignee, subject only to the terms and conditions of

?O Box 1849 14100 Rd R SW isttaws, WA 99349

HIPPER		this cor motor o	ntract printed or writter arrier, the shipper, and	eny to the consignee, n on the face and back I the truck broker, if any	hereof, which are hereby agreed	d to by the
20022		County Foods, Inc	•			
.03377 Order Number	Consignee			Ві	Il of Lading No.	
ol. Onion	Consigned Lover (Apı	23, 2015	
	7 Yan 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		_		nip Date	
alesman		County Foods, Inc	•	14-	-Columbia Onion,	Mat
019613	1434 Po:			SI	nip From	~~~~~
Buyer P. O. #	Destination Lover	JI 54467		FÖI	3	
(715) 341-3191	The date of				erms	
Phone	ULTIMAT	E LOGISTICS		16	AHO	
/ia:	Carrier	Tru	ck Broker			
Truck Rail		Line	ense			***************************************
	Driver	LIO	31100	TE8588	ID	
LLAN	Tractor License	State	Trailer Licer	156	₩age 1 (of J
		DECODIDATION			WEIGHT	
. QUANTITY		DESCRIPTION				
SHIP AT 34 DEGREES SEAL AND TEMP RECOR- SEAL AND TEMP RECOR- SEAL AND TEMP RECOR- SEAL AND TEMP RECOR- SEAL RECORDER #N725425 TRUCK OVERWEIGHT. I	EDER MUST BE PLACED EDER NUMBER MUST BE EDER MUST BE REMOVE LLETS OUT TOTE #1 THRU TOTE	RECORDED ON B.O D BY RECEIVING P	.L. ERSONNEL ON	LY		
Total Packages				10	otal Weight 39,000)
Carrier and Red for by:	3900 harges paid by:	If the carrier named h of freight or other law	ful charges, the carrier	vers this shipment to tr or it's agent, does so v	39000 ne consignee or it's agent, withou without recourse to the shipper or	n o agoin
Shipper Receiver	Shipper Receiv		ed value of the proper	rty is nereby specifical	lly stated by the shipper to be not	,. 0.10000
OUNDED LIECTIVE	Date Time					
-		\$,
Loading Started						
		Recorder No.				····
Loading Completed					•	
· ,		Temperature	Instructions	······································		
To Be Delivered Before				·····		
Special Instructions					ü	
Special mondetions					·	
Driver's Receipt: I have received have verified the properly braced. Signed:	the above described property in go count, and am satisfied that said s	hipment is loaded and	oper's Signature: The ter	ereby certify that I and the sand conditions of the	my assignees are familiar with a lis bill of lading:	ind accept al



INVOICE

Invoice #: 103378 Invoice: Apr 16, 2015 Ship: Apr 16, 2015 Pay Terms: Net 10

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

Page 1 of 1

Sale Terms: FOB Salesperson: Col. Onion Carrier: SMITH D TRUCKING
Order: Apr 01, 2015 Via: Trailer lic: St:

Cust PO: 0019614 Currency: USD Broker:

Amount Price Quantity UOM Description 5,800.00 40000 lb .145 Yellow Onion 2 Jumbo Super Sack Shipper USA 137.00 6.85 20 **Pallets** 10.00 10.00 1 Temperature Recorders 5,947.00 40000 INVOICE TOTAL:

SHIP AT 38 - 40 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70012

0 PALLETS IN 20 PALLETS OUT

DATE OF PACK: 04/13/2015

SEAL #BT35608

RECORDER #N725407



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 29 of 57 IT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Columbia Onion PO Box 1849 24100 Rd R SW Mattawa, WA 99349

Signed: Day 10 and 12

SHIPPER

RECEIVED, from the shipper named herein, the perishable property described below, in good HECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

L03378			nty Foods,	Inc.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
Order Number		300 Moore				Bill of Lading No.	
Col. Onion	~~g	Plover WI				Apr 15, 2015	
Salesman			aty Foods,	Inc.		Ship Date	
019614		1434 Post	_			14-Columbia Onion,	Mat
Buyer P. O. # (715) 341-3191	Destinati	Plover WI	54467			Ship From	·····
hone		SMITH D TR				Terms	
/la:	Carrier	- 1		Truck Br	oker		
Truck Rail	Driver	Dono	}	License			· · · · · · · · · · · · · · · · · · ·
AVID	الله الله			2.0000			
	Tractor L	_icense	Sta	ite	Trailer License	Page 1	of l
., QUANTITY	,		DESCRIPTION	N		WEIGHT	
EAL AND TEMP RECORTEM: R70012 PALLETS IN 20 PAI ATE OF PACK: 04/13 EAL #BT95608 ECORDER #N725407	LETS OUT	e removed b	Y RECEIVING	; PERS	ONNET ONTA		
Total Packages						Total Weight	
Carrid Parfall ged for by:	4000 harges paid	ਤੇ by:	If the carrier nam of freight or other	ned herein o r lawful chai	ges, the carrier or it's agent	oment to the consignee or it's agent, withou , does so without recourse to the shipper or	rit's agent
Shipper Receiver	Shipper	Receiver	The agreed or d	eclared val	ue of the property is hereby	specifically stated by the shipper to be no	t in excess
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Date	Time	- \$				
Loading Started				***************************************			
Loading Completed			Recorder	No			•
To Be Delivered Before			Temperati	ure Instru	ictions		
Special Instructions						ð.	
Oriver's Receipt: I have received the	ne above described	property in good ship	pping condition.	Object to C		that I and my assignees are familiar with a	



INVOICE

Invoice #: 103379

Invoice: Apr 13, 2015 Apr 13, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road

Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Sale Terms: FOB

Salesperson: Col. Onion

Carrier: SUPERIOR BEST FREIGHT

Order: Apr 01, 2015

Trailer lic:

St: IL

Cust PO: 0019615

Currency: USD

Broker:

	Quantity	MOU	Price	Amount
Description	40000	lb	.145	5,800.00
Yellow Onion 2 Jumbo Super Sack Shipper USA	20	.~	6.85	137.00
Pallets	1		10.00	10.00
Temperature Recorders	40000		`	5,947.00

INVOICE TOTAL:

SHIP AT 38 - 40 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70012

O'PALLETS IN 20 PALLETS OUT DATE OF PACK: 04/13/2015

SEAL #BT35592

RECORDER #N725400

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 31 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

olumbia Onion O Box 1849 4100 Rd R SW Ettawa, WA 99349

HIPPER

RECEIVED, from the shipper named herein, the perishable properly described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

·	1	Golden Coun	ty Foods, Inc.		
13379 der Number	Consigne	300 Moore R	toad		Bill of Lading No.
	Consigne	Plover WI 5	4467-3152		Apr 13, 2015
1. Onion lesman		*********			Ship Date
		Golden Coun	ity Foods, Inc.		14-Columbia Onion, Mat
1 19615 ver P. O. #	Destination	1434 Post F	load		Ship From
•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Plover WI S	4467		FOE
15) 341-3191		Produced Back			Terms
one		SUPERIOR BE	est freight		
υ	Carrier	···········	Truck	Broker	
Fruck Rail	Driver		Licer	se	
TINTH					IL
enn.	Tractor L	icense	State	Trailer License	State Page 1 of 1
OLIVATIT	·V		DESCRIPTION		WEIGHT
QUANTIT	<u>Y</u>		2200777777777		
TAL AND TEMP RECORDER: R70012 PALLETS IN 20 PATE OF PACK: 04/. EAL #BT35592 ECORDER #N725400	ALLETS OUT				
otal Packages					Total Weight ,
Oldi i donagoo					
Carri qnanen ged for by:	40000 marges paid	i by:	If the carrier named her of freight or other lawful	charges, the carrier or it's agen	It, does so without recourse to the shipper or it's agent
Chinney Doodynr	Shipper	Receiver		I value of the property is hereb	y specifically stated by the shipper to be not in excess
Shipper Receiver	Date	Time	of:		
•••			\$		
Loading Started					
			Recorder No.		
Loading Completed					
======================================			Temperature Ir	structions	
To Be Delivered Before			TOTAL POTENTIAL OF IT		
pecial Instructions	<u></u>				
рестат тетиспоне					b ·
river's Receipt: I have receive have verified to properly brace	the count, and am satisf	property in good shi led that said shipmer	pping condition, Shipp nt is loaded and	terms and con	y that I and my assignees are familiar with and accept a ditions of this bill of lading:

~~!^!K!K!



INVOICE

Invoice #: 103380 Invoice: Apr 17, 2015 Apr 17, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152

United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Carrier: JMB Salesperson: Col. Onion Sale Terms: FOB St: WI Trailer lic: 776643 Order: Apr 01, 2015 Broker: Currency: USD

Amount Price Quantity UOM Description 5,800.00 .145 40000 lb Yellow Onion 2 Jumbo Super Sack Shipper USA 137.00 6.85 20 **Pallets** 10.00 10.00 Temperature Recorders 5.947.00 40000

INVOICE TOTAL:

Cust PO: 0019616

SHIP AT 38 - 40 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: R70012

0 PALLETS IN 20 PALLETS OUT DATE OF PACK: 04/17/2015

SEAL #BT35605

RECORDER #N725412

Please return a copy of this invoice with your remittance - Thank You

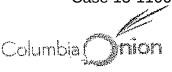
Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 33 of 57 F BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

PO Box 1849 24100 Rd R SW 4attawa, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

SHIPPER			this contrac motor carrie	t printed or written on the face a r, the shipper, and the truck brol	and back hereof, which a	are hereby agreed to by the
	(Golden County Fo	ods, Inc.			
F03390	, ,	300 Moore Road			mm - d t - all a - b t	
Order Number		Plover WI 54467-	2152		Bill of Lading N Apr 17, 20	
Salesman		Golden County Fo	ods. Inc.		Ship Date	O for Month
1019616		Golden county to 1434 Post Road			14-Columbi	a Onion, Mat
Buver P. O. #		Plover WI 54467			FOB From	
(715) 341-3191	;	The face of the same				
Phone	•	JMB			Terms	
/ia:	Carrier	11	Truck E	roker		
Truck Rail	Driver	Ш	License			
BILL	Diver		2,00,100	776643	3	WI
	Tractor Li	icense	State	Trailer License		Tige 1 of 1
QUANTITY	,	DESC	RIPTION			WEIGHT
12						0000
40000 4	10000 Yello	ow Onion 2 Jumbo	Super Sac	k Shipper USA	7.	0000
HIP AT 38 - 40 DEG	REES CONTIN	พบดบร				
EAL AND TEMP RECOF	MEN MITTER DE	י דבשה את השיתבום	LER BY WAR	EHOUSE PERSONNEL	ONLY	
EAL AND TEMP RECOR	KUER MUST BE	S BUNCEL OH INTE				
SEAL AND TEMP RECOF	EDER NUMBER	MUST BE RECORDE	D ON B.O.L	-		
EAL AND TEMP RECOR	anna Milan RE	PENOVED BY REC	ETVING PER	SONNEL ONLY		
SEAL AND TEMP RECOF	MEK MODI. DE	, reproded by the				
TTEM: R70012						
) PALLETS IN 20 PAI	CERTIFE CALLER					
DATE OF PACK: 04/3	17/2015					
SEAL #BT35605						
		*				
RECORDER #N725412						
Total Packages					Total Weight	
						90000
Carrier arranged for by:	40000 Charges paid	by: This	Shipment is Freight (Collect (Unless Otherwise State n or it's agent, delivers this ship	ed) mont to the considered of	it's agent without Payment
Carrior arranges 151 2).		If the	carrier named nerell	nor it's agent, delivers this ship narges, the carrier or it's agent, (does so without recourse	to the shipper or it's agent
		3	•			
Objective	Shipper		agreed or declared v	alue of the property is hereby s	specifically stated by the	Stilbhet to he tiot in excess
Shipper Receiver	Date	Time of:				•
	Date	\$				
Loading Started						•
		R	ecorder No. –			
Loading Completed						
-		Ţ	emperature Ins	tructions		······································
To Be Delivered Before			•		,	
Special Instructions					4	
special manuonone					<i>b</i> .	
				- Otanatura - I haraki anditi i	hat I and my seelonage	are familiar with and accept a
river's Receipt: I have received	the above described	property in good shipping con	dition, Shipper	's Signature: I hereby certify t terms and condit	inat I and my assignees a tions of this bill of lading:	ALO MITHING WAS THE GOODSE.
have verified the	e count, and am salisti	ied that said shipment is loade	eu anu	7 STITUS SUITOR	1	-1
properly braced.					14	// /
Signed: 7/1	1		Signe	1/ MUU	V /UL	
						F

ODIGINIAL



INVOICE

Invoice #: 103450

Invoice: Apr 27, 2015 Ship: Apr 27, 2015

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152

United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Page 1 of 1

Sale Terms: FOB

Salesperson: Rick Perez

Carrier: T&P SCHREIBER

Order: Apr 15, 2015

Via:

Trailer lic: 3881STH

Quantity UOM

40500 lb

27

40500

1

St: MN

Cust PO: 0019744

Currency: USD

Broker:

Price **Amount** 12.555.00 .31 184.95 6.85 10.00 10.00

12,749,95

Temperature Recorders INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

Yellow Onion 1 Whole Peel Tote Shipper USA

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

Pallets

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

Description

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/23/2015

RECORDER #:N725432

SEAL#: BT35645

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 35 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Combia Onion
O Box 1849
:4100 Rd R SW
Lattawa, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, it any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truckbroker, if any.

IIPPER		motor carr		
	Golden Cour	aty Foods, Inc.		
der Number	Consigne 00 Moore F	- Ro a d		Bill of Lading No.
der Number	Plover WI	54467-3152		Apr 27, 2015
ck Peres	The same of the contract of th	he so an		Ship Date
lesman	Golden Cour	nty Foods, Inc.		14-Columbia Onion, Mat
19744	Destination 434 Fost I	Road		Ship From
yer P. O. #	Plover WI	54467		FOB
15) 341-3191	***************************************			Terms
one	TEP SCHREI	BER		
	Carrier	Truck	Broker	
a: Fruck Rail	7im_			
ruck raii	Driver	Licen		mua MN
M			38818	State
"M7	Tractor License	State	Trailer License	Page 1 of J
•		- FOODISTION		WEIGHT
QUANTITY		DESCRIPTION		
40500 405 IP AT 34 DEGREES CO	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Whole Peel Tot		L ONLY
AL AND TEMP RECORDE	R MUST BE PLACED OF	N TRAILER BY WA	REHOUSE PERSONNE	Th. Chart r
	ER NUMBER MUST BE RE	ECORDED ON B.Ó.	L.	
eal and temp records Eal and temp records	THE PRODUCTION OF THE PARTY OF	ev DECETVING PE	RSONNEL ONLY	
		D) LITTING TO STATE A STATE OF THE STATE OF	· · · · · · · · · · · · · · · · · · ·	
TEM: 2 3/4" - 4" ON:	LONS			
DALLEMS TN 27 PALLI	ets out			
DALLEMS TN 27 PALLI	ets out	27 - 04/23/2015		
THEM: 2 3/4" - 4" ON: PALLETS IN 27 PALLI PATE OF PRODUCTION: "	ets out	27 - 04/23/2015		
PALLETS IN 27 PALLE PATE OF PRODUCTION: 'RECORDER #:N725432	ets out	27 - 04/23/2015		
PALLETS IN 27 PALLI PATE OF PRODUCTION: ' RECORDER #:N725432	ets out	27 - 04/23/2015		
PALLETS IN 27 PALLI THE OF PRODUCTION: 'ECORDER #:N725432	ets out	27 - 04/23/2015		
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432	ets out	27 - 04/23/2015		
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432	ets out	27 - 04/23/2015		
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432	ets out	27 - 04/23/2015		Total Weight
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35545	ets out	27 - 04/23/2015		Total Weight
PALLETS IN 27 PALLI TATE OF PRODUCTION: 1 ECORDER #:N725432 EAL#: BT35545	ets out Pote #1 Thru Tote #1			and the state of t
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35645	ets out Pote #1 Thru Tote #1	This Shipment is Freigl	nt Collect (Unless Otherwise St	ated) 40500 without Payme
PALLETS IN 27 PALLI TATE OF PRODUCTION: 'ECORDER #: N725432 EAL#: BT35645	ets out	This Shipment is Freig If the carrier named he of freight or other lawlu	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen	ated) 40500 ipment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager
PALLETS IN 27 PALLI TATE OF PRODUCTION: 'ECORDER #: N725432 EAL#: BT35645	ETS OUT POTE #1 THRU TOTE #2 500 arges paid by:	This Shipment is Freig If the carrier named he of freight or other lawlu	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen	ated) 40500 ipment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's agen
PALLETS IN 27 PALLI PATE OF PRODUCTION: 'PECORDER #: N725432 PEAL#: BT35645	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freig If the carrier named he of freight or other lawlu	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen	
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35645 Total Packages Carrigns 1909ed for by: 40	ETS OUT POTE #1 THRU TOTE #2 500 harges paid by:	This Shipment is Freigi If the carrier named he of freight or other lawlu The agreed or declare of:	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen	ated) 40500 ipment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35645 Total Packages Carrians and decelver Shipper Receiver	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freight the carrier named he of freight or other lawluther agreed or declare	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen	ated) 40500 ipment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager
PALLETS IN 27 PALLI ATE OF PRODUCTION: 'ECORDER #:N725432 EAL#: BT35645 Total Packages Carrigns 1909ed for by: 40	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freight the carrier named he of freight or other lawluthe agreed or declared of:	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40500 ilpment to the consignee or it's agent, without Payme nt, does so without recourse to the shipper or it's ager by specifically stated by the shipper to be not in exce
PALLETS IN 27 PALLI PATE OF PRODUCTION: ' DECORDER #:N725432 DEAL#: BT35645 Total Packages Carriansunged for by: 40 Shipper Receiver	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freigi If the carrier named he of freight or other lawlu The agreed or declare of:	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40500 ilpment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's agen by specifically stated by the shipper to be not in exce
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35645 Total Packages Carrians and the content of the cont	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freigilithe carrier named he of freight or other lawlu. The agreed or declare of: \$ Recorder No.	nt Collect (Unless Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40500 ilpment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager by specifically stated by the shipper to be not in exce
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35645 Total Packages Carrian Brand God for by: 40 Shipper Receiver Loading Started	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freigilithe carrier named he of freight or other lawlu. The agreed or declare of: \$ Recorder No.	nt Collect (Uniess Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40500 ilpment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager by specifically stated by the shipper to be not in exce
PALLETS IN 27 PALLI ATE OF PRODUCTION: ' ECORDER #:N725432 EAL#: BT35645 Total Packages Carrian Branged for by: 40 Shipper Receiver Loading Started	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freigilithe carrier named he of freight or other lawlu. The agreed or declare of: \$ Recorder No.	nt Collect (Unless Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40500 ilpment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager by specifically stated by the shipper to be not in exce
PALLETS IN 27 PALLI PATE OF PRODUCTION: TO SECONDER #:N725432 PEAL#: BT35645 Total Packages Carrigograpged for by: 40 Shipper Receiver Loading Started Loading Completed To Be Delivered Before	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freigilithe carrier named he of freight or other lawlu. The agreed or declare of: \$ Recorder No.	nt Collect (Unless Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40500 ilpment to the consignee or it's agent, without Payme it, does so without recourse to the shipper or it's ager by specifically stated by the shipper to be not in exce
PALLETS IN 27 PALLI PATE OF PRODUCTION: TRECORDER #:N725432 SEAL#: BT35645 Total Packages Carrian Receiver Loading Started Loading Completed To Be Delivered Before	ETS OUT NOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver	This Shipment is Freigilithe carrier named he of freight or other lawlu. The agreed or declare of: \$ Recorder No.	nt Collect (Unless Otherwise St rein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40508 ipment to the consignee or it's agent, without Payment, does so without recourse to the shipper or it's agent, without recourse to the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated.
PALLETS IN 27 PALLI DATE OF PRODUCTION: 'RECORDER #:N725432 SEAL#: BT35645 Total Packages Carriagosegoged for by: 40 Shipper Receiver Loading Started Loading Completed To Be Delivered Before Special Instructions	ETS OUT FOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver Date Time	This Shipment is Freigilt the carrier named he of freight or other lawlu. The agreed or declare of: \$ Recorder No. Temperature 1	nt Collect (Uniess Otherwise Strein or it's agent, delivers this sh I charges, the carrier or it's agen d value of the property is hereb	ated) 40508 ipment to the consignee or it's agent, without Payment, does so without recourse to the shipper or it's agent, without recourse to the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically stated by the shipper to be not in excestly specifically
PALLETS IN 27 PALLIFATE OF PRODUCTION: 12 PACE PRODUCTION: 12 PACE PROPUCTION: 13 PACE PACE PRODUCTION: 14 PACE PACE PACE PACE PACE PACE PACE PACE	Shipper Receiver Date Time	This Shipment is Freight the carrier named he of freight or other lawfur. The agreed or declare of: Recorder No. Temperature is shipping condition. Shipping condition.	nt Collect (Unless Otherwise Strein or it's agent, delivers this shich arges, the carrier or it's agend value of the property is herebonstructions	ated) 40500 ilpment to the consignee or it's agent, without Payment, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excellent to the shipper to the shipper to be not in excellent to the shipper to the shi
PALLETS IN 27 PALLI PATE OF PRODUCTION: PECORDER #:N725432 PEAL#: BT35645 Total Packages Carrians Goged for by: 40 Shipper Receiver Loading Started Loading Completed To Be Delivered Before Special Instructions Driver's Receipt: I have eccived the baye verified the completed that the complete the completed that the complete the complete that the complete the complete that the complete that the complete the complete that the complete	ETS OUT FOTE #1 THRU TOTE #2 500 harges paid by: Shipper Receiver Date Time	This Shipment is Freight the carrier named he of freight or other lawfur. The agreed or declare of: Recorder No. Temperature is shipping condition. Shipping condition.	nt Collect (Unless Otherwise Strein or it's agent, delivers this shich arges, the carrier or it's agend value of the property is herebonstructions	ated) 40500 iipment to the consignee or it's agent, without Payment, does so without recourse to the shipper or it's agent, without recourse to the shipper or it's agent, by specifically stated by the shipper to be not in excellent.
PALLETS IN 27 PALLE DATE OF PRODUCTION: 'RECORDER #:N725432 SEAL#: BT35645 Total Packages Carrians registed	Shipper Receiver Date Time	This Shipment is Freight the carrier named he of freight or other lawfur. The agreed or declare of: Recorder No. Temperature is shipping condition. Shipping condition.	nt Collect (Unless Otherwise Strein or it's agent, delivers this shich arges, the carrier or it's agend value of the property is herebonstructions Der's Signature: hereby certiterms and cortical cor	ated) 40508 ilipment to the consignee or it's agent, without Payment, does so without recourse to the shipper or it's agent by specifically stated by the shipper to be not in excellent to the shipper to the shipper to be not in excellent to the shipper to the sh

AMMORIAL



INVOICE

Invoice #: 103451 Invoice: Apr 24, 2015 Apr 24, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Page 1 of 1

Sale Terms: FOB Order: Apr 15, 2015 Cust PO: 0019745

Salesperson: Rick Perez

Carrier: SKYLINE LOGISTICS

Trailer lic: 1855-XN

St: WA

Currency: USD

Broker:

Amount Quantity UOM **Price** Description 12,555.00 .31 40500 lb Yellow Onion 1 Whole Peel Tote Shipper USA 6.85 184.95 27 10.00 10.00 Temperature Recorders 12.749.95 40500 INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/24/2015

SEAL #BT35655

RECORDER #N725428

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 37 of 57

BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

mbia Onion D Box 1849 4100 Rd R SW

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby

attawa, WA 99349		the motor car	rier shown below, in consideration	on of the transportation charges to be ignee, subject only to the terms an id back hereof, which are hereby a	oe paid, agrees id conditions of
HIPPER		motor carrier,	the shipper, and the truck broke	er, if any.	
	Golden County Foo	ds, Inc.			
03451	300 Moore Road			Bill of Lading No.	
rder Number	Consigner NI 54467-3	152		Apr 24, 2015	
ick Perez	Wind the second of the second			Ship Date	
alesman	Golden County For	ods, Inc.		14-Columbia Onior	ı, Mat
019745	1434 Post Road	,,,,	······································	Ship From	
луег Р. О. #	Destination lover WI 54467			FOB From	
715) 341-3191	The state of the section			Terms	
none	SKYLINE LOGISTIC	3		iems	
			-lear		
ia:	Carrier	Truck Br	OKEI		
Truck X Rall	_ Olea	License			
	Driver	Licerise	1855-XI	N WA	
LEG		State	Trailer License	₽	1 of 1
	Tractor License	State	Transi allowing		
	DESCE	RIPTION		WEIGI	HT.
QUANTITY	DLOV:	11 11011			
	00 Yellow Onion 1 Whole	Desi Mote	Shipper USA	40500	
40500 405		teer your	warm'r I		
HIP AT 34 DEGREES CO	MTINUOUS		manage name anthert.	ONLY	
EAL AND TEMP RECORDE	r must be placed on trail	ER BY WARE	HOUSE SERSONNER	01121	
EXI AND TEMP RECORDE	R NUMBER MUST BE RECORDER	3 ON R.O.P.			
PAL AND DEMO DECORDE	R MUST BE REMOVED BY RECI	SIVING PERS	ONNET ONTA		
TEM: 2 3/4" - 4" ONI					
PALLETS IN 27 PALLE	GB OUT	ብ/ውብ/ውስነ ፍ			
NATE OF PRODUCTION: T	OTE #1 THRU TOTE #27 - 0	4/ E 4/ E O YO			
EAL #BT25655					

mat as I am a star a second			Total Weight
Total Packages			40500
Carrier arranged for by:	405 00 Charges paid by:		This Shipment is Freight Collect (Unless Otherwise Stated) If the carrier named herein or it's agent, delivers this shipment to the consignee or it's agent, without Payment of freight or other lawful charges, the carrier or it's agent, does so without recourse to the shipper or it's agent
Shipper Receiver	Shipper Date	Receiver Time	The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
•			\$
Loading Started			· ·
·			Recorder No.
Loading Completed			
,			Temperature Instructions
To Be Delivered Before			· · · · · · · · · · · · · · · · · · ·
Special Instructions			

Driver's Receipt: I have received the above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and properly braced.

Signed

Shipper's Signature: I hereby certify that I and my assignees are familiar with and accept all the terms and conditions of this bill of lading:

Signed:

ECORDER #N725428



INVOICE

invoice #: 103452 Invoice: Apr 28, 2015

Apr 28, 2015 Ship: Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152

United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Page 1 of 1

Carrier: WILLOW EXPRESS Salesperson: Rick Perez Sale Terms: FOB

Via: Order: Apr 15, 2015

Trailer lic: 3079STN

St: MN

Cust PO: 0019746

Currency: USD

Broker:

The state of the s	Quantity UO	M Price	Amount
Description	40500 lb	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27	6,85	184.95
Pallets	1	10.00	10.00
Temperature Recorders	40500		12,749.95
INVOICE TOTAL:			

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/28/2015

SEAL #BT35644

RECORDER #N725436



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 39 of 57 T BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

olumbia Onion D Box 1849 4100 Rd R SW RDTEWA, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the rruck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

		·				
		en County Foo	ods, Inc.			
er Number	Consigne 200	Moore Road			Bill of Lading No.	
		er WI 54467-3	3152		Apr 28, 2015	
<u>rk Peres</u> esman			i Tm ==		Ship Date	
	Gold	en County Foo	ods, Tuc.		14-Columbia Onion,	Mat
1.97.45 ver P. O. #	Destination 43	Fost Road			Ship From	
	Plov	WEL MT 24401			FOB	
15) 341-3191 one					Terms	
ne	WILI	OW EXPRESS				
	Carrier		Truck	Broker		
ruck Rail	Driver		Licens	Se		
•	Dive			30,	798TN MN	
LRL .	T. Market		State	Trailer License	State	
	Tractor License	ı	Giaic	170000	Page 1	of]
QUANTITY		DESCE	RIPTION		WEIGHT	
ATE OF PRODUCTION: T EAL #BT35644 ECORDER #N725436	rote #1 Thru	TOTE #27 - 0	04/28/201			
otal Packages					Total Weight	
Carri គ្នក្រុះមូក្ ged for by: 405 0	ழிarges paid by:	of freig	ght or other lawful	charges, the carrier of it's a	se Stated) 40500 is shipment to the consignee or it's agent, witho agent, does so without recourse to the shipper o	
		The a	greed or declared	I value of the property is h	ereby specifically stated by the shipper to be n	ot in excess
Shipper Receiver		Receiver ot:				
	Date	IIME S				
) B Objects of	İ	<u> </u>				
Loading Started			agardar Nia			
	1	He	ecorder No.			
Loading Completed				atmentions	·	
		Te	emperature in	structions		
To Be Delivered Before						
Special Instructions					₽.	
		,				
					certify that I and my assignees are familiar with	and accept
river's Receipt: I have received the at have verified the coun properly braced.	ove described proper t, and am satisfied tha	ty in good shipping cond at said shipment is loaded	d and	1erms and	deconditions of this bill of lading:	and accopt
Signed:	~\		Sign	ed /	eye many	
Oigired.		A	ADIGINIAL		Λ	



INVOICE

Invoice #: 103453 Invoice: May 05, 2015 May 05, 2015 Ship: Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

Plover WI 54467-3152

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

300 Moore Road

United States

Page 1 of 1

Carrier: GPL Salesperson: Rick Perez Sale Terms: FOB St: IL Trailer lic: 501171 Via: Truck Order: Apr 15, 2015 Broker: Currency: USD Cust PO: 0019747

	Quantity	MOU	Price	Amount_
Description	40500	1b	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27		6.85	184.95
Pallets	1	•	10.00	10.00
Temperature Recorders ,	40500		-	12,749.95
UNICIOE TOTAL.	40000			7

INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

0 PALLETS IN/ 27 PALLETS OUT

DATE OF PRODUCTION: BINS 1-27 MADE ON 5/4/15

RECORDER # N725439

SEAL # BT35657



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 41 of 57 STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

olumbia Onion O Box 1849 4100 Rd R SW MARSWA, WA 99349

3igned:

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

ler Number 3453 esmaperes CK Pers	Consigne@olden Count			
esman Ck Peres		y Foods, In	CC .	Bill of Lading No.
	300 Moore Ro	- pad		
	Plover WI 5	1467-3152		May Date 2015
YELR A.#	17	en 10-1	•	May 00, 2010
الله وهاويز الله الله الله الله الله الله الله الل	Destination	sy Foods, In	G -	1 Ship Frimbia Onion, Mat
TRIAI	1434 Post Ro	oæd .		
	Plover WI 5			FOB ms
TS) 341-3191	TT			
	Carrier GPL	Tr	uck Broker	
uck	0.3.110			
ruok Rail	Driver	Lie	cense	
LUL V 901 70	Tractor License	State	Traller License 01173	St ate
nnis	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
QUANTITY		DESCRIPTION		Page Hof J
PALLETS IN/ 27 PALLE TE OF PRODUCTION: BI CORDER # N725439 TAL # BT35657		1/15		
tal Packages				Total Weight
	Charges paid by:	If the carrier named of freight or other lat	wful charges, the carrier or it's agent, o	od) nent to the consignee or it's agent, without Payme toes so without recours #PRORIpper or it's agen
arrier arranged for by: 40500 4050	00	If the carrier named of freight or other lat	herein or it's agent, delivers this shipr wlul charges, the carrier or it's agent, c	od) nent to the consignee or it's agent, without Payme toes so without recours APROS ipper or it's agen
arrier arranged for by: 40500 4050 hipper Receiver	Shipper Receiver	If the carrier named of freight or other lat	herein or it's agent, delivers this shipr wlul charges, the carrier or it's agent, c	od) nent to the consignee or it's agent, without Payme toes so without recours APRON ipper or it's agen
arrier arranged for by: 40500 4050 hipper Receiver	00	If the carrier named of treight or other late. The agreed or declar.	herein or it's agent, delivers this shipr wlul charges, the carrier or it's agent, c	od) nent to the consignee or it's agent, without Payme toes so without recours &P & & ipper or it's agen
arrier arranged for by: 40500 4050 hipper Receiver	Shipper Receiver	If the carrier named of treight or other late. The agreed or declary	herein or it's agent, delivers this shipr wlul charges, the carrier or it's agent, c	od) nent to the consignee or it's agent, without Payme toes so without recours &P & & ipper or it's agen
arrier arranged for by: 40500 4050 hipper Receiver	Shipper Receiver	If the carrier named of treight or other late. The agreed or deck of:	herein or it's agent, delivers this snipr wlul charges, the carrier or it's agent, o ared value of the property is hereby s	ned) nent to the consignee or it's agent, without Payme toes so without recours APROS ipper or it's agen pecifically stated by the shipper to be not in exce
arrier arranged for by: 40500 4050 hipper Receiver	Shipper Receiver	If the carrier named of treight or other late. The agreed or deck of:	herein or it's agent, delivers this shipr wlul charges, the carrier or it's agent, c	ned) nent to the consignee or it's agent, without Payme toes so without recours APROS ipper or it's agen pecifically stated by the shipper to be not in exce
arrier arranged for by: 40500 4050 hipper Receiver Coading Started	Shipper Receiver	If the carrier named of freight or other late. The agreed or decler of: \$ Recorder No.	herein or it's agent, delivers this ship? wlul charges, the carrier or it's agent, of ared value of the property is hereby s	id) nent to the consignee or it's agent, without Payme loes so without recours APROS ipper or it's agen pecifically stated by the shipper to be not in exce
arrier arranged for by: 40500 4050 hipper Receiver	Shipper Receiver	If the carrier named of freight or other late. The agreed or decler of: \$ Recorder No.	herein or it's agent, delivers this snipr wlul charges, the carrier or it's agent, o ared value of the property is hereby s	id) nent to the consignee or it's agent, without Payme loes so without recours APROS ipper or it's agen pecifically stated by the shipper to be not in exce
arrier arranged for by: 40500 4050 hipper Receiver Loading Started Loading Completed To Be Delivered Before	Shipper Receiver	If the carrier named of freight or other late. The agreed or decler of: \$ Recorder No.	herein or it's agent, delivers this ship? wlul charges, the carrier or it's agent, of ared value of the property is hereby s	od) nent to the consignee or it's agent, without Payme toes so without recours APR Bay lipper or it's agen pecifically stated by the shipper to be not in exce
arrier arranged for by: 40500 4056 Shipper Receiver Loading Started Loading Completed To Be Delivered Before	Shipper Receiver	If the carrier named of freight or other late. The agreed or decler of: \$ Recorder No.	herein or it's agent, delivers this ship? wlul charges, the carrier or it's agent, of ared value of the property is hereby s	id) nent to the consignee or it's agent, without Payme loes so without recours ADROS lipper or it's agen pecifically stated by the shipper to be not in exce
40500 4050 Shipper Receiver	Shipper Receiver	If the carrier named of freight or other late. The agreed or decler of: \$ Recorder No.	herein or it's agent, delivers this ship? wlul charges, the carrier or it's agent, of ared value of the property is hereby s	od) nent to the consignee or it's agent, without Payme toes so without recours APROS lipper or it's agen pecifically stated by the shipper to be not in exce



INVOICE

Invoice #: 103454 Invoice: May 07, 2015 May 07, 2015

Pay Terms: Net 10

Sold To: Golden County Foods, Inc. 300 Moore Road Plover WI 54467-3152 **United States**

Ship To: Golden County Foods, Inc. 1434 Post Road Plover WI 54467

United States

Pr 2/8

Page 1 of 1

Carrier: SLUGH Salesperson: Rick Perez Sale Terms: FOB St: WA Trailer lic: 1105UH Via: Order: Apr 15, 2015 Broker: Currency: USD Cust PO: 0019748

Donation of the second of the	Quantity	MOU	Price	Amount
Description	40500	lb -	.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27		6.85	184.95
Pallets	1		10.00	10.00
Temperature Recorders ,	40500		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	12,749.95

INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

_0 PALLETS IN __27__ PALLETS OUT

DATE OF PRODUCTION: 5/7/15

RECORDER N539441

SEAL BT 35633



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 43 of 57 STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Columbia Onion PO Box 1849 24100 Rd R SW Mattawa. WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of

SHIPPER			arrier, the shipper, and the truck t		an are nereby agreed to by i
103454		unty Foods, Inc			
Order Number	Consisted Moore			Bill of Lading	. No
Rick Peres	Consigned Plover WI	54467-3152		May 07, 2	
Salesman	71			Ship Date	
0019748		ounty Foods, Inc	•		ia Onion, Mat
Buyer P. O. #	1434 Post	Road		Ship From	
(715) 341-3191	Destination	54467		FOB	
Phone	TILL I de contra Clar	. का केंद्र सक्ता		Terms	
ribrie				16(1)15	
/ia;	Carrier	Truc	k Broker		
Truck Rail	SLUE				
HOOK Hall	Driver	Lice	nse		
					Δ 7.1
	Tractor License	State	Trailer License	11	State 1 of J
			111	05 UH	EMGE T OT 1
QUANTITY		DESCRIPTION			WEIGHT
40500 40500	Yellow Onion	l Whole Peel Tot	ce Shipper USA	•	40500
, ,					
HIP AT 34 DEGREES CO	NTINUOUS				
eal and temp recorde	P MIST BE PLACED (ON TRATLER BY WA	REHOUSE PERSONNE	L ONLY	
EAL AND TEMP RECORDS	r number must be f	ECORDED ON B.O.	L.		
EAL AND TEMP RECORDE	D MIRT RE DEMOVED	BY DECETATING DE	PSONNEL ONLY		
		DI IMCHAULIO LA	1100 100 100 100 100 100 100 100 100 10	, is	
TEM: 2 3/4" - 4" ONI	:ONS				
M PALLETS IN 27	PALLETS OUT			$\mathcal{N}_{\mathcal{C}}$	
refrience sometimes.	PAULETS OUT				
ATE OF PRODUCTION:	5/7/12 .				
	TJ-bQuill				
OUNDON #	11951441				
THE THE PARTY OF T	10 00	•			
1 . 0 .	20.22				
KON I HE IN I	35633				
Jewi H O 1	- 000-				
Total Packages				Total Weight	
4 6	スク				
Carri e Par A Rged for by: 40 5	Charges paid by:	This Shipment is Freigh	nt Collect (Unless Otherwise Sta	XIGU)	40500
20.1121 U.12.190 U.10, 2), .	ondigot para by.	If the carrier named her	ein or it's agent, delivers this ship	pment to the consignee o	or it's agent, without Paymen
		of freight or other lawful	charges, the carrier or it's agent	l, does so without recours	se to the shipper or it's agent
		The agreed or declared	d value of the property is hereby	specifically stated by the	e shipper to be not in exces
Shipper Receiver	Shipper Receiver	of:			
<u></u> ,-l	Date Time				
	*meter	\$			
Loading Started		·			
		Recorder No			
Loading Completed				•	
		Tomporatura in	structions		
To Be Delivered Before		remperatore m	Structions		
pecial Instructions					
pediai menudions				V	
iver's Receipt: I have received the ab	pove described property in good st	nipping condition, Shippe	er's Signature: I hereby certify		
have verified the coun	t, and am satisfied that said shipm	ent is loaded and		itions of this bill of lading:	
mannauli de mandal An				$\hat{}$	
Signed:	"ell				
signed: 9 11 cac		Signe	ed		

AD1011/11



INVOICE

Invoice #: 103455 Invoice: May 11, 2015 May 11, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road

Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Sale Terms: FOB Order: Apr 15, 2015 Salesperson: Rick Perez

Via:

Currency: USD

Carrier: JOHNSON TRUCKING

Trailer lic: 0035PC

St: MO

Broker:

Cust PO: 0019749	Currency: USD		DIURGI.		
THE PROPERTY OF THE PROPERTY O			Quantity UOI	M Price	Amount
	Description	***************************************	40500 lb	.31	12,555.00
Yellow Onion 1 Whole Peel To	te Shipper USA		27	6.85	184.95
Pallets			1	10.00	10.00
Temperature Recorders		•	40500	•	12,749.95
INVOICE TOTAL:			40500		,

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

0 PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: BINS 1-27 MADE ON 5/8/15

RECORDER N539442

SEAL BT35629



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 45 of 57 STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Golden County Foods, Inc.

Tolumbia Omion'

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said properly to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

20 Box 18	
14100 Rd	R SW
lattawa,	WA 99349

HIPPER

.03455 300 Moore Road Order Number Bill of Lading No. Consigner WI 54467-3152 May 08, 2015 lick Peres 77..... C..... Ship Date Salesman Golden County Foods, Inc. 14-Columbia Onion, Mat 1019749 1434 Post Road Ship From FOB suyer P. O. # Destination Plover WI 54467 (715) 341-3191 Terms hone JOHNSON TRUCKING Truck Broker Carrier 'ia: _ Rail ___ Truck ___ Driver License MO 0025PC ARRY State Trailer License Page 1 of 1 Tractor License WEIGHT DESCRIPTION QUANTITY 40.500 40500 Yellow Onion 1 Whole Peel Tote Shipper USA 40500 HIP AT 34 DEGREES CONTINUOUS EAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL ONLY EAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L. EAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY TEM: 2 3/4" - 4" ONIONS PALLETS IN 27 PALLETS OUT 27 toles packed on 5-06-15 ATE OF PRODUCTION: ECORDER N539442 EAL BT35629 **Total Weight** 40.500 otal Packages 40500 This Shipment is Freight Collect (Unless Otherwise Stated) Carrie Carrie Riged for by: Charges paid by: If the carrier named herein or it's agent, delivers this shipment to the consignee or it's agent, without Payment of freight or other lawful charges, the carrier or it's agent, does so without recourse to the shipper or it's agent The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess Shipper Receiver Receiver Shipper Date Time Loading Started Becorder No. Loading Completed Temperature Instructions _ To Be Delivered Before pecial Instructions Shipper's Signature: I hereby certify that I and my assignees are familiar with and accept all the iver's Receipt: I have received the above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and terms and conditions of this bill of lading: properly braced.



INVOICE

Invoice #: 103456 Invoice: May 14, 2015 Ship: May 14, 2015 Pay Terms: Net 10

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

·

Sale Terms: FOB Order: Apr 15, 2015 Cust PO: 0019750 Salesperson: Rick Perez

Via: Truck

Currency: USD

Carrier: NC EXPRESS

Trailer lic: 541344

St: IL

Page 1 of 1

Broker:

	Quantity (UOM	Price	Amount
Description .	40500		.31	12,555.00
Yellow Onion 1 Whole Peel Tote Shipper USA	27	_	6.85	184.95
Pallets	1		10.00	10.00
Temperature Recorders	40500			12,749.95
INVOICE TOTAL:	40000			12211 1414 4

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: 2 3/4" - 4" ONIONS

OPALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: BINS 1-27 MADE ON 5/14/15

RECORDER# N539440

SEAL# BT35617

Emailed 5/18/15

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 47 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Coffinbia Onion PO Box 1849 24100 Rd R SW Mattawa, WA 99249

ligned:

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

SHIPPER			this co	ontract printed or	written on the face an	signee, subject only to th nd back hereof, which are	e hereby ac	Reed to by th
		er 3.3 er	motor	carrier, the shippe	er, and the truck broke	er, if any.	,	, 10 by (11
103456		Golden Count		.				
Order Number	Concide	300 Moore Ro	ad			Bill of Lading No.		
Rick Peres	Consign	^{në} Plover WI 54	467-3152			May 14, 2018		
Salesman	-	The included Granden			,			
0019750		Golden Count		.		Ship Date 14-Columbia	Onion	. Mat
	*************************************	1434 Post Ro		····				,
Buyer P. O. # (715) 341-3191	Destina	Hoplover WI 54				Ship From FOB		
Phone	-	NC EXPRESS			•	Terms		
Truck	•	NC EMERISSI				1611118		
Via:	Carrier		Tru	ick Broker			***************************************	
Truck Rail	Driver		1.			***************************************		
MIHAI	Dunet		LIC	ense	541344	1	L	
	Tractor	License	State	Trailer L	License		¥25e 1	
***************************************	***************************************						···	
QUANTI	<u>TY</u>	D	ESCRIPTION				WEIGH	Γ
SEAL AND TEMP REC								
SEAL AND TEMP REC ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIC RECORDER# N539440 3EAL# BT35617	ONIONS PALLETS OUT ON: BINS 1-27			ERSONNEL	ONLY			
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 F DATE OF PRODUCTIC RECORDER# N529440	ONIONS PALLETS OUT ON: BINS 1-27			ERSONNEL	ONLY	Total Weight		
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIC RECORDER# N529440 3EAL# BT35617	ONIONS PALLETS OUT ON: BINS 1-27	MADE ON 5/14	1/15 This Shipment is Freight the carrier named he	int Collect (Unies rein or it's agent,	s Otherwise Stated) delivers this shipmen	-		
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIO RECORDER# N529440 3EAL# BT35617 Total Packages Darrier arranged for by:	ONIONS PALLETS OUT ON: BINS 1-27	MADE ON 5/14	This Shipment is Freig If the carrier named be of freight or other lawfu	int Collect (Unles orein or it's agent, ul charges, the car	s Otherwise Stated) delivers this shipmen rier or it's agent, does	405 t to the consignee or it's a	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" D PALLETS IN 27 E DATE OF PRODUCTIC RECORDER# N529440 3EAL# BT35617	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by:	This Shipment is Freig If the carrier named be of freight or other lawfu	int Collect (Unles orein or it's agent, ul charges, the car	s Otherwise Stated) delivers this shipmen rier or it's agent, does	405 t to the consignee or it's a s so without recourse to the	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIO RECORDER# N529440 3EAL# BT35617 Total Packages Darrier arranged for by:	ONIONS PALLETS OUT ON: BINS 1-27	d by: Receiver Time	This Shipment is Freight the carrier named he of freight or other lawfurthe agreed or declare of:	int Collect (Unles orein or it's agent, ul charges, the car	s Otherwise Stated) delivers this shipmen rier or it's agent, does	405 t to the consignee or it's a s so without recourse to the	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIO RECORDER# N529440 3EAL# BT35617 Total Packages Darrier arranged for by:	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by: Receiver Time	This Shipment is Freig If the carrier named he of freight or other lawfu	int Collect (Unles orein or it's agent, ul charges, the car	s Otherwise Stated) delivers this shipmen rier or it's agent, does	405 t to the consignee or it's a s so without recourse to the	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIO RECORDER# N529440 3EAL# BT35617 Total Packages Carrier arranged for by: Shipper Receiver Loading Started	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by: Receiver Time	This Shipment is Freig If the carrier named he of freight or other lawfu The agreed or declare of:	int Collect (Unles rein or it's agent, ul charges, the car ed value of the pro	s Otherwise Stated) delivers this shipmen rier or it's agent, does	40: t to the consignee or it's is so without recourse to the lifically stated by the ship	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIO RECORDER# N529440 3EAL# BT35617 Total Packages Carrier an anged for by: Shipper Receiver	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by: Receiver Time	This Shipment is Freig If the carrier named he of freight or other lawfu The agreed or declare of: \$	int Collect (Unles orein or it's agent, ul charges, the can ad value of the pro	s Otherwise Stated) delivers this shipmen rier or it's agent, does operty is hereby spec	युष्ट t to the consignee or it's a s so without recourse to th lifically stated by the ship	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIO RECORDER# N529440 3EAL# BT35617 Total Packages Carrier arranged for by: Shipper Receiver Loading Started	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by: Receiver Time	This Shipment is Freig If the carrier named he of freight or other lawfu The agreed or declare of: \$	int Collect (Unles orein or it's agent, ul charges, the can ad value of the pro	s Otherwise Stated) delivers this shipmen rier or it's agent, does operty is hereby spec	युष्ट t to the consignee or it's a s so without recourse to th lifically stated by the ship	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" 0 PALLETS IN 27 E DATE OF PRODUCTIC RECORDER# N539440 3EAL# BT35617 Total Packages Carrier arranged for by: Shipper Receiver Loading Started Loading Completed	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by: Receiver Time	This Shipment is Freig If the carrier named he of freight or other lawfu The agreed or declare of: \$	int Collect (Unles orein or it's agent, ul charges, the can ad value of the pro	s Otherwise Stated) delivers this shipmen rier or it's agent, does operty is hereby spec	405 t to the consignee or it's a so without recourse to the	agent, witho he shipper o	or it's agent
ITEM: 2 3/4" - 4" D PALLETS IN 27 E DATE OF PRODUCTIC RECORDER# N529440 SEAL# BT35617 Total Packages Carrier arranged for by: Shipper Receiver Loading Started Loading Completed To Be Delivered Before	ONIONS PALLETS OUT ON: BINS 1-27 405 Onarges paid	d by: Receiver Time	This Shipment is Freig If the carrier named he of freight or other lawfu The agreed or declare of: \$	int Collect (Unles orein or it's agent, ul charges, the can ad value of the pro	s Otherwise Stated) delivers this shipmen rier or it's agent, does operty is hereby spec	युष्ट t to the consignee or it's a s so without recourse to th lifically stated by the ship	agent, witho he shipper o	or it's agent

ORIGINAL

Signed



INVOICE

Invoice #: 103457 Invoice: Apr 20, 2015 Ship: Apr 20, 2015 Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Salesperson: Rick Perez Sale Terms: FOB Via: Order: Apr 15, 2015 Currency: USD Cust PO: 0019752

Carrier: FISCHER Trailer lic: 629573

St; WI

Broker:

	332	Quantity	MOU	Price	Amount
Description Line Color Description		40000	lb	.145	5,800:00
Yellow Onion Process Jumbo Super Sack Shipper USA		20		6.85	137.00
Pallets Temperature Recorders		1		10.00	10.00
INVOICE TOTAL:	+	40000			5,947.00

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY -

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: Raw Onions R70012 0 PALLETS IN 20 PALLETS OUT DATE OF PRODUCTION: 04/20/2015

SEAL #BT35667

RECORDER #N725418

TRUCK OVERWEIGHT. REMOVED ONE 2000LB SUPER SACK OF ITEM: Raw Onions R70012

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 49 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

RECEIVED, from the shipper named herein, the perishable property described below, in good

order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby

ombia Onion FO Box 1849 24100 Rd R SW Mattawa, WA 99349

properly braced.

Signed:

the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the SHIPPER motor carrier, the shipper, and the truck broker, if any. Golden County Foods, Inc. 103457 200 Moore Road Bill of Lading No. Apr 20, 2015 Order Number Consigned Lover WI 54467-3152 Rick Peres Ship Date Salesman Golden County Foods, Inc. 14-Columbia Onion, Mat 0019752 1434 Post Road Ship From FOB Destination lover WI 54467 Buyer P. O. # (715) 341-3191 Terms FISCHER Phone Truck Broker Carrier Via: License Drive WI 629573 TONY Trailer License Page 1 of 1 Tractor License State WEIGHT DESCRIPTION QUANTITY Yellow Onion Process Jumbo Super Sack Shipper USA 40000 40000 42000 SHIP AT 34 DEGREES CONTINUOUS SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL ONLY SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B. @.L. SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY ITEM: Raw Onions R70012 O PALLETS IN 20 PALLETS OUT DATE OF PRODUCTION: 04/20/2015 SEAL #BT35667 RECORDER #N725418 TRUCK OVERWEIGHT, REMOVED ONE 2000LE SUPER SACK OF ITEM: Raw Onions R70012 Total Weight Total Packages 40000 This Shipment is Freight Collect (Unless Otherwise Stated) 400 Charges paid by: If the carrier named herein or it's agent, delivers this shipment to the consignee or it's agent, without Payment Carri 420 12 Aged for by: of freight or other lawful charges, the carrier or it's agent, does so without recourse to the shipper or it's agent The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess Receiver Shipper Receiver Shipper Time Date Loading Started Recorder No. -Loading Completed Temperature Instructions ____ To Be Delivered Before Special Instructions Shipper's Signature: I hereby certify that I and my assignees are familiar with and accept all th Driver's Receipt: I have received the above described property in good shipping condition, terms and conditions of this bill of lading: have verified the count, and am satisfied that said shipment is loaded and

Signed

ODIGINAL



INVOICE

Invoice #: 103458 Invoice: Apr 20, 2015 Apr 20, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 United States

United States

Page 1 of 1

Carrier: FISCHER Salesperson: Rick Perez Sale Terms: FOB St: WI Trailer lic: 441424 Order: Apr 15, 2015

Broker: Currency: USD Cust PO: 0019753

Amount Price Quantity UOM Description 6,090.00 .145 42000 lb Yellow Onion Process Jumbo Super Sack Shipper USA 143.85 6.85 21 **Pallets** 10.00 10.00 Temperature Recorders 6,243.85 42000 INVOICE TOTAL:

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: RAW ONIONS R70012 **O PALLETS IN 21 PALLETS OUT** DATE OF PRODUCTION: 04/20/2015

SEAL #BT35665

RECORDER #N725419



Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 51 of 57 FBILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

olumbia Onion O Box 1849 4100 Rd R SW attawa, WA 99249

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

attawa, WA 99849		this contract printed	or written on the tace and	gnee, subject only to the terms and conditions of d back hereof, which are hereby agreed to by the
HIPPER		motor carrier, the sh	ipper, and the truck broker	r, il any.
.03458	300 Moore I			
rder Number	Consigné plover WI			Bill of Lading No. Apr 20, 2015
ick Peres	ATOMER AT			
alesman		nty Foods, Inc.		Ship Date 14-Columbia Onion, Mat
019753	1434 Post	Road		
uyer P. O. #	Destination Lover WI			Ship From FOB
715) 341-3191	سيمان المستمانية المستمارة	due sur met	-	Terms
none	FISCHER			iemo
		Truck Broker		
ia: V	Carrier	Truck Broker		
TruckX Rail	Driver	License		A de pale
AVE	Briver		441424	WI
FLV L	Tractor License	State Tra	iler License	Yage 1 of 1
	Mado, Elosios			WEIGHT
QUANTITY		DESCRIPTION		WEIGHT
42000 42.0	2)	rocess Jumbo Super S		ISA 42000
EAL #BT35665 RECORDER #N725419				
Total Dankonos		•		Total Weight
Total Packages				42000
Carrier afranged for by:	Charges paid by:	of freight or other lawful charges,	agent, delivers this ship in the carrier or it's agent, do	t) ent to the consignee or it's agent, without Payment bes so without recourse to the shipper or it's agent
	Shipper Receiver		the property is hereby sp	ecifically stated by the shipper to be not in excess
Shipper Receiver	Shipper Receiver Date Time	of:		
	Date (1880)	\$		
Loading Started				
Localing of the fact of the fa		Recorder No.		
Loading Completed				
		Temperature Instruction	ons	
To Be Delivered Before				
Special Instructions				8
Name of the second seco	4 15 mm	hipping condition, Shipper's Sign	ature: Thereby certify the	at I and my assignee) are familiar with and accept
Driver's Receipt: I have received to	ne above described property in good s count, and am satisfied that said shipn		terms and condition	ons of this bill of lading:
properly braced	///	/	m.	1 600
Character 1 c ///	MA	Signed (24 Pepre Z	a sume

ORIGINAL



INVOICE

Invoice #: 103459 Invoice: Apr 24, 2015 Ship: Apr 24, 2015

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 **United States**

Ship To: Golden County Foods, Inc.

1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Sale Terms: FOB Order: Apr 15, 2015 Salesperson: Rick Perez

Carrier: SKYLINE LOGISTICS

Via:

Trailer lic: 1060-UP

St: WA

Cust PO: 0019754

Currency: USD

Broker:

	Quantity	MOU	Price	Amount
Description	42000	lh.	.145	6.090.00
Yellow Onion Process Jumbo Super Sack Shipper USA	21	(L)	6.85	143.85
Pallets	ا ک		10.00	10.00
Temperature Recorders			10.00	
INVOICE TOTAL:	42000			6,243.85

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: RAW ONIONS R70012 0 PALLETS IN 21 PALLETS OUT DATE OF PRODUCTION: 04/24/2015

SEAL #BT35663

RECORDER #N725427

Please return a copy of this invoice with your remittance - Thank You

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 53 of 57 BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Column a Onion PO Box 1849 24100 Rd R SW Mattawa, WA 99349

properly braced.

Signed:

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

Mattawa, WA 99349		1and	deliver said property to the con	isionee subject only to the	e terms and conditions of
SHIPPER		this contract	printed or written on the face a r, the shipper, and the truck brok	nd back nereol, which are	nereby agreed to by the
•	Golden Co	unty Foods, Inc.	(P	·	
103459	200 Moore	Road		Bill of Lading No.	
Order Number	Consigned Plover WI	54467-3152		Apr 24, 2015	5
Rick Peres	المراسات المستعدد المستعد المستعدد المس	my also and terr		Ship Date	
Salesman 0019754	Golden Co 1434 Post	unty Foods, Inc.		14-Columbia	Onion, Mat
Buyer P. O. #	Destination Destination			Ship From	
(715) 341-3191	The tank wa			2 4747	
Phone	SKYLINE L	OGISTICS		Terms	
Via:	Carrier	Truck Br	roker	***************************************	Participants
Truck Rail	_ Doute	uL Licono			
DMITRIY	Driver	License	1060-U	ig V	WA
WPIL ATCA. A	Tractor License	State	Trailer License		Fige 1 of 1
QUANTITY		DESCRIPTION			WEIGHT
QOANTIT					
DATE OF PRODUCTION: SEAL #BT35663 RECORDER #N725427	04/24/2015				
Total Packages				Total Weight	
Carrier and Anged for by:	42句明arges paid by:		ollect (Unless Otherwise State or it's agent, delivers this shipm arges, the carrier or it's agent, d	ont to the considues or it!	2000 s agent, without Paymen o the shipper or it's agent
		The agreed or declared vi	alue of the property is hereby st	pecifically stated by the st	hipper to be not in excess
Shipper Receiver	Shipper Receiver Date Time	of:			
	L'ate Time	\$			
Loading Started					
		Recorder No	····		
Loading Completed		Temperature Inst	ructions		
To Be Delivered Before					·····
Special Instructions	<u> </u>			ß	
a la caracia con a constitución	4			. *	
			······································		
Driver's Receipt: I have received have verified the	he above described property in good count, and am satisfied that said ship	shipping condition, Shipper's ment is loaded and	s Signature: I hereby certify the terms and conditions	nat I and my assignees are ions of this bill of lading:	e familia

Signed



PO Box 1849 Mattawa, WA 99349 (509) 643-4094

INVOICE

Invoice #: 103460 Invoice: Apr 27, 2015 Ship: Apr 27, 2015

Pay Terms: Net 10

Sold To: Golden County Foods, Inc. 300 Moore Road Plover WI 54467-3152 United States Ship To: Golden County Foods, Inc. 1434 Post Road Plover WI 54467

United States

Page 1 of 1

Sale Terms: FOB Salesperson: Rick Perez Carrier: VALLEY EXPRESS
Order: Apr 15, 2015 Via: Trailer lic: 6103STE St: MN
Cust PO: 0019755 Currency: USD Broker:

Description		Quantity	MOU	Price	Amount
Yellow Onion Process Jumbo Super Sack Shipper USA		42000	lb	.145	6,090.00
		21		6.85	143.85
Pallets Temperature Recorders		1		10.00	10.00
INVOICE TOTAL:	+	42000			6,243.85

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: RAW ONIONS - R70012 0 PALLETS IN 21 PALLETS OUT DATE OF PRODUCTION: 04/27/2015

SEAL #BT35643

RECORDER #N725434



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereunto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein.

A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 55 of 57 IT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Golden County Foods, Inc.

Columbia Onion PO Box 1849 24100 Rd R SW Mattawa, WA 99349 SHIPPER

100460

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

Order Number	Consig	nee00 Moore	Road		Bill of Lading No.
ick Peres	v	Plover WI	54467-3152		Apr 27, 2015
alesman		71			Ship Date
019755			unty Foods, Inc.	<u>-</u>	14-Columbia Onion, Mat
uyer P. O. #	Destin	ation 484 Post Plover WI			Ship From
715) 341-3191		HIDVEE WI			FOB
hone		VALLEY EX			Terms
ìa:	Carrier			Broker	
Truck X Rail	ON MALL	Ex	TUG	Diokei	
nan	Driver	· · · · · · · · · · · · · · · · · · ·	Licer	S 0	
IM				6103	STE MN
	Tractor	License	State	Trailer License	State
				······································	Page 1 of 3
QUANTIT	Υ		DESCRIPTION		WEIGHT
EAL #BT35643 ECORDER #N725434					
otal Packages					Total Weight
and the s					
arr iaறு ஒர ged for by:	420 M harges pai	d by:	If the carrier named here	Collect (Unless Otherwise Str n or it's agent, delivers this shi harges, the carrier or it's agen	ated) 42000 pment to the consignee or it's agent, without Paymei t, does so without recourse to the shipper or it's agen
Shipper Receiver	Shipper	Receiver		alue of the property is hereby	specifically stated by the shipper to be not in excess
	Date	Time	of:		
and with a special spe			\$		
_oading Started					
and the control of			Recorder No		
_oading Completed		···			
To Be Delivered Before	1		Tomporature Inc		
IO DE LIERVEYEN KOINTO			remperature ms	tructions	
			Temperature ins	tructions	
ecial Instructions			Temperature ins	tructions	ó
			Temperature ins	tructions	
ecial Instructions	the above described	propedly in good chir	'		ć
recial Instructions /er's Receipt: I have received the have verified the	ne above described count, and am satisf	property in good ship ied that said shipmer	oping condition, Shipper	s Signature: I hereby certiiy	
recial Instructions /er's Receipt: I have received the	ne above described count, and am satisf	property in good ship led that said shipmer	oping condition, Shipper	s Signature: I hereby certiiy	ë that I and my assignees are familiar with and accep



PO Box 1849 Mattawa, WA 99349 (509) 643-4094

INVOICE

Invoice #: 103461 Invoice: May 07, 2015 May 07, 2015 Ship:

Pay Terms: Net 10

Sold To: Golden County Foods, Inc.

300 Moore Road Plover WI 54467-3152 United States

Ship To: Golden County Foods, Inc. 1434 Post Road Plover WI 54467 **United States**

Page 1 of 1

Carrier: SKY LINE LOGISTICS Salesperson: Rick Perez Sale Terms: FOB Trailer lic: 4025YW St: WA Via: Order: Apr 15, 2015 Broker:

Currency: USD Cust PO: 0019756

	Quantity UOM	Price	Amount	
Description	. 42000 lb	.145	6,090.00	
Yellow Onion Process Jumbo Super Sack Shipper USA	21	6.85	143.85	
Pallets	Z ;	10.00	10.00	
Temperature Recorders .	42000	•	6,243,85	
INVOICE TOTAL:	42000		- 1	

SHIP AT 34 DEGREES CONTINUOUS

SEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL

ONLY

SEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.

SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY

ITEM: RAW ONIONS - R700125 0 PALLETS IN/ 21 PALLETS OUT DATE OF PRODUCTION: RECORDER # N539452

SEAL # BT35624



Please return a copy of this invoice with your remittance - Thank You

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Should any action be commenced between the parties to this contract concerning the sums due hereunder or the rights and duties of any party hereunto or the interpretation of this contract, the prevailing party in such action shall be entitled to, in addition to such other relief as may be granted, an award as and for the actual attorney's fees and costs in bringing such action and/or enforcing any judgment granted therein. A FINANCE CHARGE calculated at the rate of 1 1/2% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Case 15-11062-KG Doc 111-3 Filed 06/10/15 Page 57 of 57 STRAIGHT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Columbia Onion PO Box 1849 24100 Rd R SW Mattawa, WA 99349

RECEIVED, from the shipper named herein, the perishable property described below, in good order and condition, except as noted below, marked, consigned and destined as indicated below, pursuant to an agreement (arranged by the truck broker, named herein, if any), whereby the motor carrier shown below, in consideration of the transportation charges to be paid, agrees to carry and deliver said property to the consignee, subject only to the terms and conditions of this contract printed or written on the face and back hereof, which are hereby agreed to by the motor carrier, the shipper, and the truck broker, if any.

SHIPPER		this contract printe motor carrier, the s	d or written on the face and back he hipper, and the truck broker, if any.	reof, which are hereby agreed to by the	
		ty Foods, Inc.			
L03461	300 Moore R		Bill o	f Lading No.	
Order Number	Consigner WI 5	4467-3152	May	07, 2015	
Rick Peres	معاديد منظم الساعية على الساء الأساء 17			Date	
alesman 1919756		ty Foods, Inc.	14-C	olumbia Onion, Mat	
	1434 Post F		_F Ship	From	
Buyer P. O. # (715) 341-3191	Destinatioplover WI 5		F.OR.		
	SKY LINE LO		Tern	is	
Phone	<i>241</i> 2				
/ia:	Carrier	Truck Broker			
Truck Rail					
	Driver	License	4025YW	WA	
ANDREY	Table	State Tra	niler License	약활Ge 1 of 1	
	Tractor License	State	AIO LIGORO		
QUANTIT	· · ·	DESCRIPTION		WEIGHT	
1					
RECORDER # N53945 SEAL # BT35624	2				
Total Packages			Tota	l Weight .	
			(Unless Otherwice Stated)	42000	
Carrier arranged for by:	420 Marges paid by:	If the carrier named herein or it's of freight or other lawful charges	Shipment is Freight Collect (Unless Otherwise Stated) carrier named herein or it's agent, delivers this shipment to the consignee or it's agent, without Paymer ight or other lawful charges, the carrier or it's agent, does so without recourse to the shipper or it's agent.		
Shipper Receiver	Shipper Receiver		the property is hereby specifically	stated by the shipper to be not in exces	
Shipper Receiver	Date Time	of:			
-		\$			
Loading Started					
		Recorder No			
Loading Completed _					
		Temperature Instructi	ons	***************************************	
To Be Delivered Before			· · · · · · · · · · · · · · · · · · ·		
Special Instructions			B		
	the description is seen of the	inning condition Shipper's Sign	ature: I hereby certify that I and m	y assignees are familiar with and accep	
Driver's Receipt: I have receive	ed the above described property in good shi the count, and am satisfied that said shipme	nt is loaded and	terms and conditions of this	fill of lading:	
properly brace	ed. A h		11111	+	
Signed: Dell	4.1)	Signed		/)	

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

IN RE:	§	CHAPTER 11
GOLDEN COUNTY FOODS, INC.,	§ §	CASE NO. 15-11062 (KG)
et al.,	§	ACAMAMA AT A DA MANTACIMIANA ESCA
DEBTORS	§ §	JOINTLY ADMINISTERED
	v	

ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER (1) APPROVING BIDDING PROCEDURES, SCHEDULING AN AUCTION, AND A SALE HEARING, AND (II) GRANTING RELATED RELIEF

This matter comes before the Court upon consideration of the motion of Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the "<u>Debtors</u>") for entry of orders (i) approving bidding procedures and scheduling an auction for the sale of substantially all of the assets of GCF (the "<u>Purchased Assets</u>") to Monogram Appetizers, LLC ("<u>Monogram</u>" or the "<u>Stalking Horse Bidder</u>") free and clear of all interests under section 363 of the Bankruptcy Code, and (ii) granting certain related relief (the "<u>Motion</u>") [Docket No. ___]. After due deliberation and having determined that the relief requested in the Motion is in the best interest of the Debtors and their estates,

THE COURT HEREBY FINDS THAT:3

A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court

^{1 11} U.S.C. § 101, et seq. Unless otherwise noted, all statutory references are to the Bankruptcy Code.

² All capitalized terms used, but not otherwise defined, in this Order shall have the meanings given in the Sale Motion.

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a), 363(b) and (f), 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") and Rules 2002(a)(2), 6004(a), (b), (c), (e) and (f), 6006(a) and (c), 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 6004-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

- B. Notice of the Motion, having been given to the Notice Parties, is sufficient in light of the circumstances and the nature of the relief requested in the Motion.
- C. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion, including without limitation, (i) approval of the Bidding Procedures and the Break-Up Fee; and (ii) approval of, and authorization to serve, the Notice of Auction and Sale Hearing and the Cure Notice.
- D. The Break-Up Fee and Expense Reimbursement, if applicable, to be paid under the circumstances described in the Motion to the Stalking Horse Bidder are (i) actual and necessary costs and expenses of preserving the Estates, within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code, (ii) commensurate to the real and substantial benefit conferred upon the Debtors' estate by the Stalking Horse Bidder, (iii) reasonable and appropriate, in light of the size and nature of the proposed sale and comparable transactions, the commitments that have been made and the efforts that have been and will be expended by the Stalking Horse Bidder, and (iv) necessary to induce the Stalking Horse Bidder to continue to pursue the sale and to continue to be bound by the APA.
- E. The Break-Up Fee and Expense Reimbursement were a material incentive to the Stalking Horse Bidder to submit a bid that will serve as a minimum or floor bid. The Stalking

Horse Bidder will provide a material benefit to the Debtors' estates by increasing the likelihood that the best possible price under the circumstances for the Purchased Assets will be received. Accordingly, the Bidding Procedures and the Break-Up Fee and Expense Reimbursement are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

- F. The Bidding Procedures and the Asset Purchase Agreement were each negotiated in good faith and at arms' length between the Debtors and the Stalking Horse Bidder (as defined below). The process for selection of the Stalking Horse Bidder was fair and appropriate under the circumstances and is in the best interests of the Debtors' estates.
- G. The Notice of Auction and Sale Hearing and the service thereof, and the service of the Cure Notice, are calculated to provide all interested parties with timely and proper notice of the Sale, the Sale Hearing, the Auction, and the Cure Amounts. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- 1. The Bidding Procedures, in the form attached hereto as **Exhibit A**, are hereby approved and fully incorporated into this Order. The Debtors are authorized to undertake any and all actions necessary or appropriate to implement the Bidding Procedures.
- 2. Objections, if any, to the relief requested in the Motion that have not been withdrawn, waived, or settled are hereby overruled.
- 3. The Break-Up Fee and Expense Reimbursement are approved. The Debtors are authorized to designate Monogram as the Stalking Horse Bidder in accordance with the terms of the Motion and the APA. The Debtors' obligation to pay the Break-Up Fee and Expense Reimbursement shall survive termination of the APA, dismissal or conversion of the Chapter 11 Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an

Casse1551110662KCG DDocc158-3 Filled 06/22/15 Page 5 of 29

administrative expense of the Debtors under Sections 503(b) and 507(a) of the Bankruptcy Code. No person or entity, other than the Stalking Horse Bidder, shall be entitled to any expense reimbursement, break-up fees, "topping," termination or other similar fee or payment. The APA is a Qualified Bid. If the Successful Bid includes a credit bid, the Successful Bid shall include a cash component sufficient to pay the Break-Up Fee and Expense Reimbursement at closing.

- The Notice of Auction and Sale Hearing, substantially in the form attached hereto 4. as Exhibit B: (i) is hereby approved; and (ii) shall be served, together with a copy of this Order, within three (3) business days of entry of this Order upon each of (i) the Office of the United States Trustee; (ii) the Internal Revenue Service; (iii) all applicable federal, state, and local taxing authorities having jurisdiction over the Purchased Assets; (iv) counterparties to the Debtors' executory contracts (the "Counterparties"); (v) all parties who are known to possess or assert a secured claim or other interest in or against any of the Purchased Assets; (vi) the Union and its counsel; (vii) all parties to any pension plan or collective bargaining agreement maintained, sponsored, or contributed to by any of the Debtors; (viii) counsel for any official committee of unsecured creditors (the "Committee") appointed in this case; (ix) all parties that have requested notice pursuant to Bankruptcy Rule 2002; (x) any other parties known by the Debtors to have expressed an interest in purchasing some or all of the Debtors' assets; (xi) all parties to any governmental approvals or permits; (xii) any applicable state or federal environmental agency; (xiii) the state attorney generals in any State in which any Debtor has operations; (xiv) the United States Attorney for the District of Delaware; and (xv) the Pension Benefit Guaranty Corporation (collectively, the "Notice Parties").
- 5. Subject to the Bidding Procedures, if the Debtors do not receive any Qualified Bids other than the Stalking Horse Bidder's Qualified Bid, the Debtors shall report the same to

the Court and declare the Auction a "failed auction" and may seek approval of the sale to the Stalking Horse Bidder on the terms set forth in the APA at the Sale Hearing. As further described in the Bidding Procedures, in the event that the Debtors timely receive at least one Qualified Bid other than the Stalking Horse Bidder's Qualified Bid, the Debtor shall conduct the

Auction July 1, 2015 (the "Auction Date"), at Richards, Layton & Finger, LLP, One Rodney

Square, 920 North King Street, Wilmington, Delaware 19801 at 9:00 a.m. (EST), or such later

time or other place as the Debtor shall notify all Qualified Bidders.

6. Any person wishing to submit a higher or better offer for the Purchased Assets

must do so in accordance with the terms of the Bidding Procedures.

7. All bidders submitting a Qualified Bid are deemed to have submitted to exclusive

jurisdiction of the Court with respect to all matters related to the Auction and the terms and

conditions of the transfer of the Purchased Assets.

8. The Debtors are hereby authorized to conduct the sale without complying with

any state or local bulk transfer law or requirements.

9. At least twenty-one (21) days prior to the Sale Hearing, the Debtors shall file and

serve the Cure Notice upon all executory contract Counterparties, which notice shall set out the

applicable Cure Amounts, if any. The Cure Notice shall be in substantially the form attached

hereto as Exhibit C, which form is hereby approved.

10. Objections, if any, to the Debtors' proposed Cure Amounts, and to the assumption

and assignment of any executory contract and/or unexpired lease, must: (i) be in writing; (ii)

state with specificity the grounds for such objection (with appropriate documentation in support

thereof); (iii) comply with the Bankruptcy Rules and the Local Rules; and (iv) be filed with this

-5-

Court and served upon (so as to be <u>received</u> by) the Objection Service Parties on or before June 24, 2015 (the "Objection Deadline").

11. Any party failing to timely file an objection, on or before the Objection Deadline, to the Cure Amounts and/or assumption and/or assignment of any executory contract or unexpired lease shall be forever barred from objecting to the Cure Amounts and/or to such assumption and/or assignment, and will be deemed to consent to the Cure Amounts and/or assumption and assignment of such executory contract or unexpired lease. Objections, if any, to the Cure Amounts and assumption and/or assignment of executory contracts or unexpired leases shall be heard at the Sale Hearing.

12. The Sale Hearing is scheduled to be held on July 2, 2015 at 9:30 a.m. before the Honorable Kevin Gross, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware. The Debtors will seek the entry of the Sale Order at the Sale Hearing approving and authorizing the sale of the Purchased Assets to the Successful Bidder, on terms and conditions consistent with the purchase agreement of the Successful Bidder, as may be amended and/or modified by agreement between the Debtors and the Successful Bidder.

Objections, if any, to the relief requested in the Motion must: (i) be in writing and filed with this Court; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules; and (iii) be filed and served upon, so as to be <u>received</u> by, the Objection Service Parties on or before the Objection Deadline. The failure of any person or entity to timely file an objection, on or before the Objection Deadline, to the Motion shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale of the Purchased Assets to the Successful Bidder or Alternate Bidder.

Case 155110602KCG DDod 158-3 Filed 06/20/15 Page 8 of 29

14. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) and

6006(d), this Order shall be immediately effective and enforceable upon its entry.

15. All time periods set forth in this Order shall be calculated in accordance with

Bankruptcy Rule 9006(a).

16. To the extent that any provisions of this Order may be inconsistent with the

Motion, the terms of this Order shall control.

Dated: June ____, 2015

Wilmington, Delaware

THE HONORABLE KEVIN GROSS UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

BIDDING PROCEDURES

Bidding Procedures

Golden County Foods, Inc., GCF Holdings II, Inc., and GCF Franchisee, Inc. (the "Debtors"), debtors and debtors in possession in jointly administered Case No. 15-11062 presently pending in the United States Bankruptcy Court for the District of Delaware (the "Court"), contemplate the sale (the "Sale") of all or substantially all of the assets of Golden County Foods, Inc. (the "Purchased Assets") to Monogram Appetizers, LLC ("Monogram" or the "Stalking Horse Bidder") pursuant to section 363 of title 11 of the United States Code (the "Bankruptcy Code"), subject to higher and better bids. The proposed Sale is subject to approval by the Court. In connection with the Sale, these bidding procedures (the "Bidding Procedures") were approved by order of the Court dated June _____, 2015 (the "Bidding Procedures Order").

The Bidding Process

These Bidding Procedures describe, among other things, the manner in which prospective bidders may gain access to due diligence materials concerning the Purchased Assets, the manner in which bidders and bids become Qualified Bidders (as defined below) and Qualified Bids (as defined below), respectively, the receipt and negotiation of bids received, the conduct of any Auction (as defined below), the ultimate selection of the Successful Bidder and Successful Bid (each as defined below), and the Court's approval thereof (collectively, the "Bidding Process").

Participation and Bidding Requirements

The participation requirements are as follows:

Participation Requirements. In order to participate in the bidding process, a a. person interested in acquiring the Purchased Assets (a "Potential Bidder") must first deliver to (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, pneligan@neliganlaw.com, jgaither@neliganlaw.com and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, collins@rlf.com; (ii) Piper Jaffray, c/o Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, teri.l.stratton@pjc.com; (iii) the Stalking Horse Bidder, c/o its counsel, David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis Tn., 38120, dcocke@evanspetree.com and Robert Dehney and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16th Wilmington, rdehney@mnat.com, Floor, Delaware 19899-1347, cmiller@mnat.com; (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, robert.jones@hklaw.com and Regina Stango Kelbon, 1201 Market Street, Suite 800, Wilmington, DE 19801, kelbon@blankrome.com; and (v) the Committee, if any, and its counsel (the "Sale Notice Parties").

⁴ Capitalized terms used, but not otherwise defined, in these Bidding Procedures shall have the meanings given in the Bidding Procedures Order.

- (i) <u>Confidentiality Agreement</u>. An executed confidentiality agreement in form and substance acceptable to Seller, PNC, and the Committee, if any, and its counsel; and
- (ii) <u>Identification of Potential Bidder</u>. Identification of the Potential Bidder and any Principals (as defined below), and the representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the auction and the contemplated transaction

Upon receipt of the documents and information required by subparagraphs (b)(i) and (ii) above, the Debtors, in consultation with PNC and the Committee (if any), will determine whether a bidder is reasonably likely to be able to fund and complete the consummation of a proposed transaction on terms no less favorable in the aggregate than the terms contained in the APA. As promptly as reasonably possible, the Debtors will determine and notify the interested person or entity if such person or entity is acceptable and deem such person or entity a "Potential Bidder."

- b. **Oualified Bidder**. A "Qualified Bidder" is a Potential Bidder that:
 - (i) delivers the documents described in subparagraph (a) above;
 - (ii) delivers written evidence satisfactory to the Debtors, in consultation with PNC, and the Committee, if any, that demonstrates the Potential Bidder has the necessary financial ability to close the contemplated transaction without delay, including:
 - (a) current financial statements (audited if they exist);
 - (b) contact names and numbers for verification of financing sources; and
 - (c) evidence of internal resources and proof of any underwritten debt or equity funding commitments that are needed to close the contemplated transaction; and
 - (iii) The Debtors determine are reasonably likely to submit a *bona fide* offer that (standing on its own or in combination with one or more other offers) would result in greater total consideration being received for the benefit of the Debtors' creditors than under the APA and be able to promptly (and no later than 60 days after the Petition Date) consummate a sale if selected as a Successful Bidder (as defined below).

Upon the receipt from a Potential Bidder of the information required under subparagraphs (i)-(iii) above, Seller, as soon as is practicable, shall determine and notify the Potential Bidder with respect to whether such Potential Bidder is a Qualified Bidder.

The Stalking Horse Bidder is a Qualified Bidder.

- c. Access to Due Diligence Materials. Only Potential Bidders that comply with the participation requirements set forth above are eligible to receive due diligence access or additional non-public information, subject to reasonable competitive and other business concerns. If the Debtors, in consultation with PNC and the Committee, if any, determines that a Potential Bidder that has satisfied the participation requirements does not constitute a Qualified Bidder, then such Potential Bidder's right to receive due diligence information or additional non-public information shall terminate. The Debtors shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below).
- d. <u>Due Diligence From Bidders</u>. Each Potential Bidder and Qualified Bidder (each, a "<u>Bidder</u>") shall comply with all reasonable requests for additional information and due diligence access by the Debtors or their advisors regarding such Bidder and its contemplated transaction. Failure by a Potential Bidder to comply with the requests for additional information and due diligence access will be a basis for the Debtors to determine that the Potential Bidder is not a Qualified Bidder. Failure by a Qualified Bidder to timely comply with requests for additional information and due diligence access will be a basis for the Debtors to determine that a bid made by a Qualified Bidder is not a Qualified Bid.
- e. <u>Bidding Process</u>. The Debtors, and their advisors, in consultation with PNC and the Committee, if any, shall: (i) determine whether a Potential Bidder is a Qualified Bidder; (ii) coordinate the efforts of Bidders in conducting their due diligence investigations, as permitted by the provisions above; (iii) receive offers from Qualified Bidders; and (iv) negotiate any offers made to purchase the Purchased Assets (collectively, the "<u>Bidding Process</u>"). Subject to approval by the Stalking Horse Bidder, in its sole discretion, the Debtors shall have the right to adopt such other rules for the Bidding Process (including rules that may depart from those set forth herein) that will better promote the goals of the Bidding Process and that are not inconsistent with any of the other provisions of the Bid Procedures or of any Bankruptcy Court order.
- f. <u>Bid Deadline</u>. A Potential Bidder that desires to make a proposal must deliver written copies of its proposal to the Sale Notice Parties no later than June 29, 2015 (the "<u>Bid Deadline</u>"). A Bid received after the Bid Deadline shall not constitute a Qualified Bid.

g. Bid Requirements

(a) To be eligible to participate in the Auction, each Bid and each Qualified Bidder submitting such a Bid must be determined by Seller to satisfy each of the following conditions:

- (i) Required Deposit: Each Bid must be accompanied by a deposit (the "Required Deposit") by wire transfer to an escrow agent selected by the Debtor in an amount of \$500,000. The Stalking Horse Bidder shall provide the Required Deposit on or before two days prior to the Auction.
- (ii) Minimum Overbid: The minimum initial overbid shall exceed the Monogram Purchase Price by a total value of \$800,000. Any subsequent overbids must be in increments of at least \$100,000 in cash consideration (which amount the Debtors, in their reasonable business judgment, in consultation with PNC and the Committee (if any), may modify at the Auction) until the Debtors declare a Successful Bidder.
- (iii) <u>Irrevocable</u>: A Bid must be irrevocable until two (2) business days after the Purchased Assets have been sold pursuant to the Closing of the sale approved by the Bankruptcy Court (the "<u>Termination Date</u>") and must be in the form of an asset purchase agreement signed by the Qualified Bidder, provided, however, that the Stalking Horse Bidder shall not be required to be a Back-Up Bidder if it is not the Successful Bidder at the Auction.
- (iv) As is Where is: Provides for the purchase of all or some portion of the Purchased Assets by the Potential Bidder on an "as is, where is" basis
- The Same or Better Terms: The Bid shall propose a (v) contemplated transaction involving substantially all the Purchased Assets and Assumed Liabilities under the APA, and shall contain substantially all of the material terms and conditions contained in the APA, provided, however, that any variations from one or more material terms (including, but not limited to, an offer to purchase less than substantially all the Bid Assets) must, in the aggregate constitute an improvement, as determined by the Debtors, with consultation with PNC and the Committee, if any, upon such term or terms as set forth in the APA. The Bid must be on terms that, in the Debtors' business judgment, upon consultation with PNC and the Committee, if any, are better than the terms of the APA plus the overbid requirements of paragraph (h)(ii), taking into account the quality and type of consideration being offered and the certainty of performing and closing in a timely manner. A Bid must include executed transaction documents pursuant

to which the Qualified Bidder proposes to effectuate the contemplated transaction (the "Contemplated Transaction Documents"). A Bid shall include copies of the Bidder's asset purchase agreement and the proposed Sale Order marked to show all changes requested by the Bidder (including those related to Purchase Price) and a list of all contracts and leases proposed to be assumed and assigned. The Contemplated Transaction Documents must include a written commitment satisfactory to the Debtors of the Bidder's financial ability and intention to promptly complete the transaction without delay and contain a representation that the Qualified Bidder shall make all necessary regulatory filings, if any, and pay all costs and expenses of such filings (including Seller's costs and expenses).

- (vi) Either (a) provides for rejection of the CBA, (b) provides for assumption and assignment of the CBA and is not contingent upon any modifications or alterations to the Debtors' obligations under the CBA or, (c) to the extent a bid requires any modifications or alterations to such obligations (but does not reject the CBA in its entirety), is accompanied by a signed, binding agreement with the Union providing for such modifications or alterations;
- (vii) A Bid may not be conditioned on obtaining financing or any corporate, regulatory, stockholder or internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy in all material respects at the closing of specified representations and warranties or the satisfaction in all material respects at the closing of specified conditions, none of which shall be more burdensome than those set forth in the Asset Purchase Agreement.
- (viii) Includes a designation of contracts and/or leases to be assumed and assigned to the Potential Bidder and evidence of the Potential Bidder's ability to perform future obligations under such agreements;
- (ix) Corporate Authority: A Bid must include written evidence of the Qualified Bidder's chief executive officer or other appropriate senior executive's approval of the contemplated transaction; provided, however, that if the Qualified Bidder is an entity specially formed for the purpose of effectuating the contemplated transaction, then the Qualified Bidder must furnish written evidence reasonably acceptable to

- Seller of the approval of the contemplated transaction by the equity holder(s) of such Potential Bidder (the "Principals").
- (x) <u>Financing Sources</u>. A Bid must contain written evidence satisfactory to Seller that demonstrates the Qualified Bidder has the necessary financial ability to close the contemplated transaction without delay (and no later than 60 days after the Petition Date) and provide adequate assurance of future performance under all contracts to be assumed in such contemplated transaction. Such information should include, *inter alia*, the following:
 - (a) the Qualified Bidder's current financial statements (audited if they exist);
 - (b) contact names and numbers for verification of financing sources;
 - (c) evidence of the Qualified Bidder's internal resources and proof of any underwritten debt or equity funding commitments that are needed to close the contemplated transaction; and
 - any such other form of financial disclosure (d) or credit quality support information or enhancement reasonably acceptable to or requested by Seller demonstrating that such Qualified Bidder has the ability to close the contemplated transaction without delay; provided, however, that Seller determine, in its reasonable discretion, whether the written evidence of such wherewithal is reasonably financial acceptable, and shall not unreasonably withhold acceptance of a Qualified Bidder's financial qualifications.
- (b) No Fees Payable to Qualified Bidder: Other than the Qualified Bid of the Stalking Horse Bidder, a Bid may not request or entitle the Qualified Bidder to any breakup fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue a substantial contribution claim under section 503 related in any way to the submission of its Bid or the Bidding Procedures.

(c) <u>Stalking Horse Protections</u>: A Bid must provide for the payment of the Stalking Horse Protections by such Qualified Bidder. The Stalking Horse Bidder shall not be required to pay for or provide any Stalking Horse Protections.

A Bid received from a Qualified Bidder before the Bid Deadline that meets the above requirements, and that satisfies the Bid Deadline requirement above, shall constitute a "Qualified Bid" if the Debtors believe, in their reasonable discretion, upon consultation with PNC and the Committee, if any, that such Bid would be consummated if selected as a Successful Bid (as defined below). For purposes hereof, the APA is a Qualified Bid.

Each Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Purchased Assets that are the subject of the Auction prior to making any such bids; that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its bid; and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or, as to the Successful Bidder(s), the asset purchase agreement(s) with such Successful Bidder(s).

In the event that any Bid is determined by the Debtors not to be a Qualified Bid, the Qualified Bidder shall be refunded its Required Deposit within three (3) business days after such determination

h. PNC Credit Bid. PNC has agreed not to credit bid obligations relating to Revolving Advances or the First Out Term Loan under the DIP Credit Agreement or the Pre-Petition Credit Agreement if a Qualified Bid (including the Qualified Bid submitted by the Stalking Horse Bidder under the APA) provides for payment in cash, at closing (and no later than sixty (60) days after the Petition Date), for application to the DIP Credit Agreement obligations and Pre-Petition Credit Agreement obligations, an amount equal to the greater of: (i) twenty-two million dollars (\$22,000,000); or (ii) an amount sufficient to fully satisfy, in cash, all obligations under the DIP Credit Agreement and Pre-Petition Credit Agreement other than Last Out Term Loan obligations.

Notwithstanding the foregoing, at the direction of Brazos PNC may credit bid all amounts due under the Prepetition Credit Agreement, DIP Credit Agreement including all Revolving Advances and First Out Term Loan, any other amounts due under other documents, and the Last Out Term Loan provided that PNC, as agent and lender under the Senior Secured Superpriority Debtor-in-Possession Revolving Credit, Term Loan and Security Agreement (the "DIP Credit Agreement"), and as agent and lender under the pre-petition Revolving Credit, Term Loan and Security Agreement dated as of November 13, 2013 (the "Pre-

Petition Credit Agreement"), or its designee shall be entitled to credit bid all or a portion of the outstanding Last Out Term Loan obligations under the DIP Credit Agreement and the Pre-Petition Credit Agreement in accordance with section 363(k) of the Bankruptcy Code (a "Brazos Credit Bid"); provided, however, that any such Brazos Credit Bid must include a purchase offer by Brazos Equity Fund II, L.P. (or its assignee) for substantially all of the Purchased Assets that provides for payment in full, in cash, of (i) all Obligations under the DIP Credit Agreement, Prepetition Credit Agreement, Other Documents (other than Last Out Term Loan Obligations) (as those terms are defined in the DIP Credit Agreement) and (ii) the Break-Up Fee and Expense Reimbursement on the date of the sale closing

PNC is deemed to be a "Qualified Bidder" for purposes of submitting a bid in accordance with the terms herein and any such bid shall be deemed to be a "Qualified Bid" for all purposes herein.

- i. No Qualified Bids. If no Qualified Bids are received, the Debtors shall report the same to the Court and declare the Auction a "failed auction" and will seek final approval of the sale to the Stalking Horse Bidder under the APA at the Sale Hearing.
- j. Auction Procedure. If at least one Qualified Bid other than the Stalking Horse Bidder's bid is received, the Debtors shall conduct the Auction on July 1, 2015, at Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 at 9:00 a.m. (EST), or such later time or other place as the Debtors shall notify all Qualified Bidders. Only Qualified Bidders shall be eligible to participate in the Auction. The Debtors shall not consider a particular bid unless (i) the bidding party has submitted a Qualified Bid, (ii) the Qualified Bidder attends the Auction, and (iii) the Qualified Bidder's representative at the Auction has authority to bind the Qualified Bidder.

Prior to the start of the Auction, the Debtors, in consultation with PNC and the Committee (if any), shall evaluate all Qualified Bids, as well as the Stalking Horse Bidder's bid and the APA, and shall determine which Qualified Bid constitutes the best offer for the Purchased Assets (the "Starting Auction Bid"). The Debtors shall announce the Starting Auction Bid at the start of the Auction. The Debtors shall provide the Stalking Horse Bidder and all Qualified Bidders with copies of all Qualified Bids at least 1 business day prior to the Auction.

The Debtors, in consultation with PNC and the Committee (if any), may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make subsequent Qualified Bids) for conducting the Auction, provided that such rules are (i) not inconsistent with the Bankruptcy Code, the Bidding Procedures, or any order of the Court, and (ii) disclosed to each Qualified Bidder at the Auction.

The Debtor shall announce at the Auction the material terms of each overbid, the basis for calculating the total consideration offered in each such overbid.

- k. <u>Minimum Overbids</u>. The minimum initial overbid shall exceed the Monogram Purchase Price by a total value of \$800,000. Any subsequent overbids must be in increments of at least \$100,000 in cash consideration (which amount the Debtors, in their reasonable business judgment, in consultation with PNC and the Committee (if any), may modify at the Auction) until the Debtors declare a Successful Bidder.
- 1. <u>Successful Bidder</u>. At the conclusion of the Auction, the Debtors, in consultation with PNC and the Committee (if any), shall (i) review the Stalking Horse Bidder's APA or any Qualified Bid of the Stalking Horse Bidder, and shall review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale, including those factors affecting the speed and certainty of consummation of the Qualified Bid and (ii) identify the best bid (the "Successful Bid") and the bidder making such bid (the "Successful Bidder"). In determining the Successful Bidder, the Debtors shall consider the Break-Up Fee and Expense Reimbursement.

If at least one Qualified Bid in addition to the Stalking Horse Bidder's Qualified Bid is received, then, at the Sale Hearing, the Debtors will seek approval of the Successful Bid, and, at the Debtor's election, may also seek approval of the next best Qualified Bid (the "Alternate Bid" and, the bidder making such Alternate Bid, the "Alternate Bidder"), provided, however, that the Stalking Horse Purchaser may be permitted to be, but shall not be required to remain, an Alternate Bidder. The Debtors' presentation to the Court of the Successful Bid and, if applicable, the Alternate Bid will not constitute the Debtors' acceptance of such Qualified Bids until such Qualified Bids are approved by the Court at the Sale Hearing. Following approval of the Sale to the Successful Bidder, if the Successful Bidder fails to consummate the Sale for any reason, then the Alternate Bid, if one is selected, will be deemed to be the Successful Bid and the Debtors will be authorized, but not directed, to effect the Sale to the Alternate Bidder subject to the terms of the Alternate Bid of such Alternate Bidder without further order of the Court. The Alternate Bid shall remain open until the earlier of (a) sixty (60) days following the entry of the Sale Order or (b) the consummation of the Sale to the Successful Bidder.

Within six (6) hours following the selection of the Successful Bidder, the Debtor will file with the Court a notice of the selection of the Successful Bidder and the Alternate Bidder (the "Auction Notice"), copies of the Successful Bidder's Purchase Agreement and the Alternate Bidder's Purchase Agreement, and affidavits of the Debtors and the Successful Bidder in support of the sale of the Purchased Assets to the Successful Bidder. The Debtors will serve the Auction Notice upon the Notice Parties.

- m. Break-Up Fee. The amount of the Break-Up Fee shall be \$500,000. In the event the Stalking Horse Bidder is not the Successful Bidder, the Stalking Horse Bidder shall be entitled to payment of the Break-Up Fee from the proceeds of the sale of the Purchased Assets in accordance with the APA. If the Successful Bid includes a credit bid, the credit bid shall include a cash component for the payment of the Break-Up Fee. The Debtors' obligation to pay the Break-Up Fee pursuant to the terms of these Bidding Procedures and the APA shall survive termination of the APA, dismissal or conversion of the Chapter 11 Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an administrative expense of the Debtors under sections 503(b) and 507(a).
- n. Expense Reimbursement. In the event the Stalking Horse Bidder is not the Successful Bidder, the Stalking Horse Bidder shall be entitled to an expense reimbursement of documented expenses of up to \$150,000 (the "Expense Reimbursement"). The Stalking Horse Bidder shall be entitled to payment of the Expense Reimbursement from the proceeds of the sale of the Purchased Assets in accordance with the APA. If the Successful Bid includes a credit bid, the credit bid shall include a cash component for the payment of the Expense Reimbursement. The Debtors' obligation to pay the Expense Reimbursement pursuant to these Bidding Procedures and the APA shall survive termination of the APA, dismissal or conversion of the Chapter 11 Case, and confirmation of any plan of reorganization or liquidation, and shall constitute an administrative expense of the Debtors under sections 503(b) and 507(a).
- **Objections.** The Notice of Auction and Sale Hearing will specify that objections o. to the relief requested by this Motion, including objections relating to the assumption or assignment of any unexpired lease or executory contract, shall be set forth in writing and specify with particularity the grounds for such objections or other statements of position, and shall be filed and served on or before the date that is seven (7) days prior to the Sale Hearing (the "Objection Deadline"), on: (i) the Debtors, c/o their counsel, Patrick J. Neligan Jr. & John D. Gaither, Neligan Foley LLP, 325 N. St. Paul, Suite 3600, Dallas, TX 75201, pneligan@neliganlaw.com, jgaither@neliganlaw.com and Mark D. Collins, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, collins@rlf.com; (ii) Piper, c/o Teri Stratton and Matt Roghair, 2321 Rosecrans Avenue, Suite 3200, El Segundo, CA 90245, teri.l.stratton@pic.com; (iii) the Stalking Horse Bidder, c/o its counsel, David Cocke, Evans Petree PC, 1000 Ridgeway Loop Road, Suite 200, Memphis Tn., 38120, dcocke@evanspetree.com and Robert Denhey and Curtis S. Miller, Morris, Nichols, Arsht & Tunnel LLP, 1201 North Market Street, 16th Floor, Wilmington, Delaware 19899-1347, rdehney@mnat.com, cmiller@mnat.com; (iv) PNC Bank, N.A., c/o its counsel, Robert W. Jones, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, robert.jones@hklaw.com and Regina Stango Market Street, Suite 800, Wilmington, DE Kelbon, 1201 kelbon@blankrome.com; and (v) the Committee, if any, and its counsel (collectively, the "Objection Service Parties"). The Debtors request that the Court order that the failure to file and serve objections by the Objection Deadline

and in accordance with the foregoing procedure shall be deemed a waiver of such objections and the objecting party shall be forever barred from asserting such objections with respect to the consummation and closing of the Sale, including, without limitation, any objections relating to the proposed assumption and assignment of any agreement. The Notice of Auction and Sale Hearing will further state that any objections filed and served in accordance with the foregoing procedure will be heard by the Court at the Sale Hearing.

- p. <u>Consent to Jurisdiction</u>. All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the United States Bankruptcy Court for the District of Delaware and waived any right to a jury trial in connection with any disputes relating to the Auction.
- q. <u>Sale Hearing</u>. The Court will conduct the Sale Hearing on July 2, 2015, 9:30 a.m. at which the Debtors shall seek entry of the Sale Order, among other things, authorizing and approving the proposed transaction with the Successful Bidder, as determined by the Debtors, and in accordance with the Bidding Procedures, pursuant to the terms and conditions set forth in the Successful Bid.
- r. <u>Return of Deposits</u>. All Required Deposits, but excluding the Required Deposit of the Successful Bidder and the Alternate Bidder, shall be returned to Qualified Bidders within five (5) business days after the date of the Auction.

Reservation of Rights

The Debtors reserve their rights, in the exercise of their fiduciary obligations, after consultation with the Debtors' counsel, PNC, and the Committee (if any), and in the exercise of their reasonable business judgment, to: (a) determine which Qualified Bid, if any, is the highest or otherwise best offer; (b) reject, at any time, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or any other orders applicable to the Debtors' estate or the terms and conditions of the Sale, or (iii) contrary to the best interests of the estate; and (c) modify the Bidding Procedures in only the following ways: (i) with the exception of the Bid Deadline, extending any of the deadlines set forth above for the Bidding Process, (ii) modifying bidding increments, except with respect to the minimum initial overbid, (iii) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without prior notice, (iv) withdrawing from the Auction at any time prior to or during the Auction, and/or (v) canceling the Auction, and rejecting all Qualified Bids other than the Stalking Horse Bidder's Qualified Bid if, in the Debtors' business judgment, no such bid is for a fair and adequate price.

CERTIFICATE OF SERVICE

I, Elihu E. Allinson III, do hereby certify I am not less than 18 years of age and that on this 10th day of June 2015, I caused copies of the within *Columbia Manufacturing, Inc. dba Columbia Onion's Objection to Debtors' Motion for Entry of Orders (1) Approving Bidding Procedures, Scheduling an Auction, and a Sale Hearing, and (II) Granting Related Relief* to be served upon the parties listed below in the manner indicated.

HAND DELIVERY

Mark D. Collins, Esq.
Tyler D. Semmelman. Esq.
Joseph C. Barsalona II, Esq.
RICHARDS, LAYTON & FINGER, PA
One Rodney Square
920 North King Street
Wilmington, DE 19801

HAND DELIVERY

Robert Denhey, Esq. Curtis S. Miller, Esq. Morris, Nichols, Arsht & Tunnel LLP 1201 North Market Street, 16th Floor Wilmington, DE 19899-1347

HAND DELIVERY

Regina Stango Kelbon, Esq. Blank Rome 1201 Market Street, Suite 800 Wilmington, DE 19801

HAND DELIVERY

Michael Busenkell, Esq. Gellert Scali Busenkell & Brown, LLC 913 N. Market Street, 10th Floor Wilmington, DE 19801

FIRST CLASS MAIL

Patrick J. Neligan, Jr., Esq. John D. Gaither, Esq. NELIGAN FOLEY LLP 325 N. St. Paul, Suite 3600 Dallas, TX 75201

FIRST CLASS MAIL

Teri Stratton Matt Roghair Piper Jaffrey 2321 Rosecrans Avenue, Suite 3200 El Segundo, CA 90245

FIRST CLASS MAIL

David Cocke Evans Petree PC 1000 Ridgeway Loop Road, Suite 200 Memphis, TN 38120

FIRST CLASS MAIL

Robert W. Jones, Esq. Holland & Knight 200 Crescent Court, Suite 1600 Dallas, TX 75201

FIRST CLASS MAIL

Kenneth A. Rosen, Esq.
Jeffrey D. Prol, Esq.
Sharon L. Levine, Esq.
Lowenstein Sandler, LLC
65 Livingston Avenue & 6 Becker Farm Road
Roseland, NJ 07068

Under penalty of perjury, I declare the foregoing to be true and correct.

/s/ E.E. Allinson III
Elihu E. Allinson III