

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



agreed upon prices cumulatively totaling the principal amount of \$229,832.64.¹ 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 all transactions (not only the transactions involving Columbia), all inventories of food or other products derived from such perishable agricultural commodities, and all 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 not property of the bankruptcy estates and may not 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 -- all perishable agricultural commodities received by Debtor in all 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, until full payment 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.)

24. 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, all 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 not 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 process,” 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



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*Counsel for Columbia Manufacturing, Inc.
dba Columbia Onion*

EXHIBIT 1



**Fruit and Vegetable Programs
Search PACA**

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
20121371	8/15/2012	8/15/2015	Active

Business Name
COLUMBIA MANUFACTURING INC

<u>Business Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
24100 RD R SW	MATTAWA	WA	99349

<u>Web Address</u>	<u>Email</u>	<u>Phone</u>	<u>Fax</u>
	hildred@tatocs.com	509 932-4041	509 932-4692

<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
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 contact us 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, please contact us at:

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

EXHIBIT 2



**Fruit and Vegetable Programs
Search PACA**

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
20110506	3/3/2011	3/3/2015	Terminated

Business Name
GOLDEN COUNTY FOODS INC

<u>Business Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1434 POST RD	PLOVER	WI	544672627

<u>Web Address</u>	<u>Email</u>	<u>Phone</u>	<u>Fax</u>
		800 489-7783	715 341-0669

<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
300 MOORE RD	PLOVER	WI	544670249

Reported Principal
(Last Name, First Name)

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

Trade Names None

Branch Name , Branch City , Branch State

GOLDEN COUNTY FOODS INC. PLOVER, WI

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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 contact us 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

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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, please contact 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., <i>et al.</i> ,)	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 (I) 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

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 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 8th day of June 2015 in Mattawa, Washington.


HILDRED ELLS

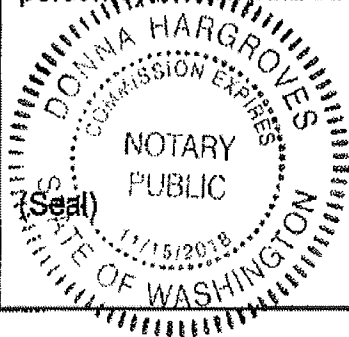
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~

County of King

Subscribed and sworn to (or affirmed) before me on this 8
day of June, 2015, by Hildred Ellis

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Donna Hargroves

EXHIBIT 1



**Fruit and Vegetable Programs
Search PACA**

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
20121371	8/15/2012	8/15/2015	Active

Business Name
COLUMBIA MANUFACTURING INC

<u>Business Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
24100 RD R SW	MATTAWA	WA	99349

<u>Web Address</u>	<u>Email</u>	<u>Phone</u>	<u>Fax</u>
	hildred@tatocs.com	509 932-4041	509 932-4692

<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
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 contact us 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, please contact 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	UOM	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 ½% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

GROUP EXHIBIT 3



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

INVOICE

Invoice #: 103370
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

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

Description	Quantity	UOM	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
	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

EMAILED

04/19/2015

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 ½% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Columbia Onion
O Box 1849
4100 Rd R SW
Mattawa, WA 99349
HIPPER

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.

03370		Golden County Foods, Inc.		Bill of Lading No.	
Order Number	Consignee	800 Moore Road		Apr 10, 2015	
Ol. Onion		Plover WI 54467-3152		Ship Date	
Salesman		Golden County Foods, Inc.		14-Columbia Onion, Mat	
019606		1424 Post Road		Ship From	
Buyer P. O. #	Destination	Plover WI 54467		FOB	
715) 341-3191		SOBOL		Terms	
Phone					
Carrier	Truck Broker				
Tractor License	State	Trailer License	State		
Driver	License	Page 1 of 1			
QUANTITY		DESCRIPTION		WEIGHT	

40500 40500 Yellow Onion 1 Whole Peel Tote Shipper USA 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: R70002
3 PALLETS IN 27 PALLETS OUT
DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/08/2015
SEAL #BT35593
RECORDER #N726453

Total Packages	Total Weight																				
Carried for by: 40500	Charges paid by: 40500																				
<p>This Shipment is Freight Collect (Unless Otherwise Stated) 40500 If the carrier named herein or it's agent, delivers this shipment to the consignee, 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</p> <p>The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of: \$</p>																					
<table border="1"> <tr> <th>Shipper</th> <th>Receiver</th> <th>Shipper</th> <th>Receiver</th> </tr> <tr> <td></td> <td></td> <td>Date</td> <td>Time</td> </tr> <tr> <td>Loading Started</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Loading Completed</td> <td></td> <td></td> <td></td> </tr> <tr> <td>To Be Delivered Before</td> <td></td> <td></td> <td></td> </tr> </table>	Shipper	Receiver	Shipper	Receiver			Date	Time	Loading Started				Loading Completed				To Be Delivered Before				<p>Recorder No. _____</p> <p>Temperature Instructions _____</p>
Shipper	Receiver	Shipper	Receiver																		
		Date	Time																		
Loading Started																					
Loading Completed																					
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.

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:

Signed

Cheryl Turley



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

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

Description	Quantity	UOM	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
	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 - 04/09/2015

SEAL #BT35597

RECORDER #N726452

EMAILED
04/18/2015

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.

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

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.

Golden County Foods, Inc.

03371	300 Moore Road	Bill of Lading No.
Order Number	Consignee	Apr 10, 2015
ol. Onion	Plover WI 54467-3152	Ship Date
alesman	Golden County Foods, Inc.	14-Columbia Onion, Mat
019607	1434 Post Road	Ship From
uyer P. O. #	Plover WI 54467	FOB
715) 341-3191	RON BOSCH	Terms
hone		

ia:	Carrier	Truck Broker
Truck _____ Rail _____	Driver	License
ILL	Tractor License	State Trailer License
		ND
		Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
----------	-------------	--------

40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	40500
-------	--	-------

SHIP 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: R70002
PALLETS IN 27 PALLETS OUT
ATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/09/2015
EAL #BT35597
ECORDER #N726452

Total Packages

Total Weight

Carrier 40500 Charges paid by: 40500

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
The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
\$

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____
Temperature 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.

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: *Bill [Signature]*

Signed: *Cheryl Tuley*

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

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: BLUE EAGLE TRUCKING
Order: Apr 01, 2015	Via:	Trailer lic: 661264 St: WI
Cust PO: 0019609	Currency: USD	Broker:

Description	Quantity	UOM	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
	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.I.

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

EMAILED

04/20/2015

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.

Columbia Onion
O Box 1849
4100 Rd R SW
Attawa, WA 99349
HIPPER

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.

Golden County Foods, Inc.

Order Number 03272	Consignee 300 Moore Road Plover WI 54467-3152	Bill of Lading No. Apr 13, 2015
Salesman Col. Onion	Golden County Foods, Inc.	Ship Date 14-Columbia Onion, Mat
Buyer P. O. # 019609	Destination 1434 Post Road Plover WI 54467	Ship From FOB
Phone 715) 341-3191	Tractor License BLUE EAGLE TRUCKING	Terms

Truck	Carrier	Truck Broker
GEORGE	Driver	License 661264 WI
Tractor License	State	Trailer License

QUANTITY	DESCRIPTION	WEIGHT
40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	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: R70002
3 PALLETS IN 27 PALLETS OUT
DATE OF PRODUCTION: TOTES #1 THRU TOTE #27 - 04/13/2015
SEAL #BT35587
RECORDER #N726454

Total Packages _____ Total Weight _____

Carrier 40500	Charges paid by: 40500	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 The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of: \$ _____ Recorder No. _____ Temperature Instructions _____
Shipper	Receiver	
Shipper	Receiver	
Date	Time	
Loading Started		
Loading Completed		
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: Cheryl Turley



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

INVOICE

Invoice #: 103373
Invoice: Apr 15, 2015
Ship: Apr 15, 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: KRAZE	
Order: Apr 01, 2015	Via:	Trailer lic: 5572222	St: WI
Cust PO: 0019610	Currency: USD	Broker:	

Description	Quantity	UOM	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
	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 - 04/15/2015

EMAILED
04/20/2015

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 ½% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

Columbia Onion
 PO Box 1049
 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

Golden County Foods, Inc.

103273

300 Moore Road

Order Number
 Col. Onion

Consignee Plover WI 54467-3152

Bill of Lading No.
 Apr 15, 2015

Salesman
 0019610

Golden County Foods, Inc.
 1434 Post Road

Ship Date
 14-Columbia Onion, Mat

Buyer P. O. #
 (715) 341-3191

Destination Plover WI 54467

Ship From
 FOB

Phone

KRAZE

Terms

Via: _____
 Truck _____ Rail _____

Carrier
 Duane

Truck Broker

Driver

License

5572222

WI

DUANE

Tractor License

State

Trailer License

Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	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.Q.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 - 04/15/2015

Total Packages

Total Weight

40500
 Carrier arranged for by:

40500
 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
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
 \$ _____

Shipper	Receiver	Shipper	Receiver
Date		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			

Recorder No. _____

Temperature Instructions _____

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.

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



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

INVOICE

Invoice #: 103374
Invoice: Apr 14, 2015
Ship: Apr 14, 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: GREAT LAKES WESTERN
Order: Apr 01, 2015	Via:	Trailer lic: 657673 St: WI
Cust PO: 0019608	Currency: USD	Broker:

Description	Quantity	UOM	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
	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 - 04/14/2015

SEAL #BT35599

RECORDER #N725401

EMAILED
04/20/2015

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.

BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

16111111111111111111
 PO Box 1849
 24100 Rd R SW
 Mattawa, WA 99349

SHIPPER

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.

103274

Golden County Foods, Inc.

Order Number

Consignee

300 Moore Road

Plover WI 54467-3152

Bill of Lading No.

Apr 14, 2015

Col. Onion

Salesman

3019608

Golden County Foods, Inc.

Ship Date

14-Columbia Onion, Mat

Buyer P. O. #

(715) 341-3191

Destination

Plover WI 54467

Ship From

FOB

Phone

GREAT LAKES WESTERN

Terms

Via:

Carrier

Truck Broker

Truck ☒ Rail ☐

Driver

License

DAVE

Tractor License

State

Trailer License

State Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
----------	-------------	--------

40500

40500 Yellow Onion 1 Whole Peel Tote Shipper USA

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: R70002

0 PALLETS IN 27 PALLETS OUT

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

SEAL #BT35599

RECORDER #N725401

Total Packages

Total Weight

Carrier arranged for by: 40500 Charges paid by: 40500

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
 \$ _____

Shipper	Receiver	Shipper	Receiver
		Date	Time

Loading Started

Loading Completed

To Be Delivered Before

Special Instructions

Recorder No. _____

Temperature 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.

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: _____

Signed: _____



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

INVOICE

Invoice #: 103375
Invoice: Apr 16, 2015
Ship: Apr 16, 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: R & S TRANSPORT
Order: Apr 01, 2015	Via:	Trailer lic: St: WI
Cust PO: 0019611	Currency: USD	Broker:

Description	Quantity	UOM	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
	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 - 04/16/2015

SEAL #BT35607

RECORDER #N725408

EMAILED

04/20/2015

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.

Columbia Onion
 Box 1849
 1100 Rd R SW
 Ottawa, 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

Golden County Foods, Inc.

Order Number 01. Onion	Consignee 300 Moore Road Plover WI 54467-3152	Bill of Lading No. Apr 16, 2015
Shipper 019611	Golden County Foods, Inc. 1434 Post Road	Ship Date 14-Columbia Onion, Mat
Buyer P. O. # 715) 341-9191	Destination Plover WI 54467	Ship From FOB
Phone	R & S TRANSPORT	Terms

at:	Carrier Terry	Truck Broker
Truck <input checked="" type="checkbox"/> Rail	Driver	License 675295
TERRY	Tractor License	State WI
	Trailer License	Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	40500
HIP 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 REM: R70002 PALLETS IN 27 PALLETS OUT DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/16/2015 SEAL #BT35607 RECORDER #N725408		

Total Packages

Total Weight

Carrier arranged for by: **40500** Charges paid by: **40500**

This Shipment is Freight Collect (Unless Otherwise Stated)
 If the carrier named herein or its agent, delivers this shipment to the consignee or its agent, without Payment of freight or other lawful charges, the carrier or its agent, does so without recourse to the shipper or its agent

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
 \$ _____

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____
 Temperature Instructions _____

Shipper'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.

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: *[Signature]*

Signed

[Signature: Cheryl Tuley]

ORIGINAL



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

INVOICE

Invoice #: 103376
Invoice: Apr 17, 2015
Ship: Apr 17, 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: NATIONWIDE	
Order: Apr 01, 2015	Via:	Trailer lic:	St:
Cust PO: 0019612	Currency: USD	Broker:	

Description	Quantity	UOM	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
	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 - 04/17/2015

SEAL #BT35604

RECORDER #N725413

EMAILED
04/20/2015

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.

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 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

102376

Golden County Foods, Inc.

300 Moore Road

Order Number

Consignee

Floer WI 54467-2152

Bill of Lading No.

Apr 17, 2015

Col. Onion

Salesman

Golden County Foods, Inc.

Ship Date

14-Columbia Onion, Mat

0019612

1434 Post Road

Buyer P. O. #

Destination

Floer WI 54467

Ship From

FOB

(715) 341-3191

Phone

NATIONWIDE

Terms

Via:

Carrier

Truck Broker

Truck _____ Rail _____

Driver

License

JACK

Tractor License

State

Trailer License

State

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

40500

40500 Yellow Onion 1 Whole Peel Tote Shipper USA

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: R70002

0 PALLETS IN 27 PALLETS OUT

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

SEAL #BT35604

RECORDER #N725413

Total Packages

Total Weight

40500

40500

Carrier arranged for by: Charges paid by:

This Shipment is Freight Collect (Unless Otherwise Stated)

40500

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 of:

\$

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			

Recorder No. _____

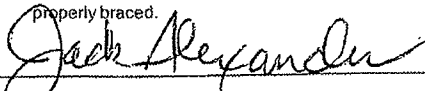
Temperature Instructions _____

Special Instructions

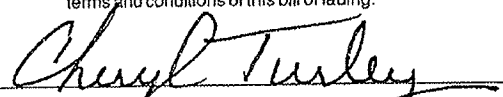
Driver's Receipt: I have received the above described property in good shipping condition, have verified the count, and am satisfied that said shipment is loaded and properly braced.

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





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

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	Salesperson: Col. Onion	Carrier: ULTIMATE LOGISTICS
Order: Apr 01, 2015	Via:	Trailer lic: TE8588 St: ID
Cust PO: 0019613	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Yellow Onion 1 Whole Peel Tote Shipper USA	39000	lb	.31	12,090.00
Pallets	26		6.85	178.10
Temperature Recorders	1		10.00	10.00
	39000			12,278.10

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 26 PALLETS OUT

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

SEAL #BT35654

RECORDER #N725425

TRUCK OVERWEIGHT. REMOVED TOTE #23

EMAILED
04/23/2015

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.

Columbia Onion
PO Box 1849
4100 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

Golden County Foods, Inc.

103277

300 Moore Road

Order Number

Consignee

Plover WI 54467-2152

Bill of Lading No.

Apr 23, 2015

Col. Onion

Golden County Foods, Inc.

Ship Date

14-Columbia Onion, Mat

Salesman

0019613

1434 Post Road

Ship From

FOB

Buyer P. O. #

Destination

Plover WI 54467

Terms

(715) 341-3191

Phone

ULTIMATE LOGISTICS

Ala:

Carrier

Truck Broker

Truck ☒ Rail ☐

Driver

License

TE6568

ID

ALAN

Tractor License

State

Trailer License

State

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

40500

39000

Yellow Onion 1 Whole Peel Tote Shipper USA

39000

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

3 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

Total Packages

Total Weight **39,000**

Carrier arranged for by: 40500

39000

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:

\$

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			

Recorder No. _____

Temperature Instructions _____

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.

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:

Alan P. Tuttle

Signed

Cheryl Turley



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

INVOICE

Invoice #: 103378
Invoice: Apr 16, 2015
Ship: Apr 16, 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: SMITH D TRUCKING
Order: Apr 01, 2015	Via:	Trailer lic: St:
Cust PO: 0019614	Currency: USD	Broker:

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

0 PALLETS IN 20 PALLETS OUT

DATE OF PACK: 04/13/2015

SEAL #BT35608

RECORDER #N725407

EMAILED
04/20/2015

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 ½% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

IT BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

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

SHIPPER

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.

103378

Golden County Foods, Inc.

Order Number

Consignee

300 Moore Road

Plover WI 54467-3152

Bill of Lading No.

Col. Onion

Apr 16, 2015

Salesman

Golden County Foods, Inc.

Ship Date

0019614

1434 Post Road

14-Columbia Onion, Mat

Buyer P. O. #

Destination

Plover WI 54467

Ship From

(715) 341-3191

FOB

Phone

SMITH D TRUCKING

Terms

Via:

Carrier

Truck Broker

Truck ☒ Rail ☐

Driver

License

David

DAVID

Tractor License

State

Trailer License

State

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

40000

40000 Yellow Onion 2 Jumbo Super Sack Shipper USA

40000

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

Total Packages

Total Weight

Carrier arranged for by: 40000 Charges paid by: 40000

This Shipment is Freight Collect (Unless Otherwise Stated)

40000

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 of:

\$

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			

Recorder No.

Temperature Instructions

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.

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: *David D. Dade*Signed: *Cheryl Tuley*



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

INVOICE

Invoice #: 103379
Invoice: Apr 13, 2015
Ship: Apr 13, 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: SUPERIOR BEST FREIGHT
Order: Apr 01, 2015	Via:	Trailer lic: St: IL
Cust PO: 0019615	Currency: USD	Broker:

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

0 PALLETS IN 20 PALLETS OUT

DATE OF PACK: 04/13/2015

SEAL #BT35592

RECORDER #N725400

EMAILED
04/20/2015

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.

Columbia Onion
O Box 1849
4100 Rd R SW
Mattawa, WA 99349
HIPPER

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.

Golden County Foods, Inc.		Bill of Lading No.
Order Number 03279	Consignee 300 Moore Road Floer WI 54467-2152	Apr 12, 2015
Col. Onion Salesman	Golden County Foods, Inc.	Ship Date
019615	1434 Post Road	14-Columbia Onion, Mat
Buyer P. O. #	Floer WI 54467	Ship From
715) 341-3191	SUPERIOR BEST FREIGHT	FOB
Phone		Terms
Carrier	Truck Broker	
Truck <input checked="" type="checkbox"/> Rail	Driver	License
LENN	Tractor License	State IL Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
40000	40000 Yellow Onion 2 Jumbo Super Sack Shipper USA	40000
HIP AT 28 - 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 TEM: R70012 PALLETS IN 20 PALLETS OUT DATE OF PACK: 04/12/2015 SEAL #BT35592 RECORDER #N725400		

Total Packages

Total Weight

Carried by: 40000 Charges paid by: 40000

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
\$ 40000

Shipper	Receiver	Shipper	Receiver
Date	Date	Time	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____
Temperature Instructions _____

Receiver'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.

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:

Shawn Boyd

Signed

Cheryl Turley

ORIGINAL



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

INVOICE

Invoice #: 103380
Invoice: Apr 17, 2015
Ship: Apr 17, 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: JMB	
Order: Apr 01, 2015	Via:	Trailer lic: 776643	St: WI
Cust PO: 0019616	Currency: USD	Broker:	

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

0 PALLETS IN 20 PALLETS OUT

DATE OF PACK: 04/17/2015

SEAL #BT35605

RECORDER #N725412

EMAILED
04/20/2015

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.

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

Golden County Foods, Inc.

103380

300 Moore Road

Order Number
 101. Onion

Consignee Plover WI 54467-3152

Bill of Lading No.
 Apr 17, 2015

Salesman
 1019616

Golden County Foods, Inc.
 1434 Post Road

Ship Date
 14-Columbia Onion, Mat

Buyer P. O. #
 (715) 341-3191

Destination Plover WI 54467

Ship From
 FOB

Phone

JMB

Terms

Via:

Carrier

Truck Broker

Truck ☒ Rail

Driver

License

776643

WI

BILL

Tractor License

State

Trailer License

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

40000

40000 Yellow Onion 2 Jumbo Super Sack Shipper USA

40000

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

1 PALLETS IN 20 PALLETS OUT

DATE OF PACK: 04/17/2015

SEAL #BT35605

RECORDER #N725412

Total Packages

Total Weight

40000
 Carrier arranged for by:

40000
 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
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
 \$

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			

Loading Started

Loading Completed

To Be Delivered Before

Special Instructions

Recorder No.

Temperature 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.

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



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

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 St: MN
Cust PO: 0019744	Currency: USD	Broker:

Description	Quantity	UOM	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
	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: TOTE #1 THRU TOTE #27 - 04/23/2015

RECORDER #: N725432

SEAL#: BT35645

EMAILED
04/29/15

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.

Columbia Onion
PO Box 1849
4100 Rd R SW
Mattawa, WA 99349
SHIPPER

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.

Golden County Foods, Inc.

Order Number 02450	Consignee 300 Moore Road Plover WI 54467-3152 Golden County Foods, Inc.	Bill of Lading No. Apr 27, 2015
Salesman Rich Peres	Destination 1434 Post Road Plover WI 54467 T&P SCHREIBER	Ship Date 14-Columbia Onion, Mat
Buyer P. O. # 1019744		Ship From FOB
Phone (715) 341-3191		Terms

Via: Truck <input checked="" type="checkbox"/> Rail <input type="checkbox"/>	Carrier Tim	Truck Broker
	Driver	License 38818TH
PIM	Tractor License	State MN
	Trailer License	Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	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: TOTE #1 THRU TOTE #27 - 04/23/2015
RECORDER #: N725432
SEAL#: BT35645

Total Packages _____ Total Weight _____

Carrier **40500** charged for by: **40500** Charges paid by:

This Shipment is Freight Collect (Unless Otherwise Stated)
If the carrier named herein or its agent, delivers this shipment to the consignee or its agent, without Payment of freight or other lawful charges, the carrier or its agent, does so without recourse to the shipper or its agent
The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
\$ **40500**

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____
Temperature 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.

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:

Tim Schreiber

Signed

Cheryl Turley



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

INVOICE

Invoice #: 103451
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	Salesperson: Rick Perez	Carrier: SKYLINE LOGISTICS
Order: Apr 15, 2015	Via:	Trailer lic: 1855-XN St: WA
Cust PO: 0019745	Currency: USD	Broker:

Description	Quantity	UOM	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: 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

EMAILED
04/27/2015

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.

BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

Columbia Onion
Box 1849
4100 Rd R SW
Ottawa, 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

Golden County Foods, Inc.

03451

300 Moore Road

Order Number

Consignee

Floer WI 54467-3152

Bill of Lading No.
Apr 24, 2015

Nick Perez

Golden County Foods, Inc.

Ship Date
14-Columbia Onion, Mat

Salesman

Golden County Foods, Inc.

019745

1434 Post Road

Ship From
FOR

Buyer P. O. #

Destination

Floer WI 54467

715) 341-3191

Golden County Foods, Inc.

Terms

Phone

SKYLINE LOGISTICS

Via:

Carrier

Truck Broker

Truck ☒ Rail ☐

Driver

License

1855-XN

WA

LEG

Tractor License

State

Trailer License

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

40500

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

ITEM: 2 3/4" - 4" ONIONS

1 PALLETS IN 27 PALLETS OUT

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

EAL #BT35655

RECORDER #N725428

Total Packages

Total Weight

40500
Carrier arranged for by:40500
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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:

\$ _____

Shipper	Receiver	Shipper	Receiver
Date		Time	
Loading Started			
Loading Completed			
To Be Delivered Before			

Recorder No. _____


Temperature Instructions _____

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.

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: DLISigned: Cheryl Turley

Columbia  OnionPO Box 1849
Mattawa, WA 99349
(509) 643-4094**INVOICE**Invoice #: 103452
Invoice: Apr 28, 2015
Ship: Apr 28, 2015
Pay Terms: Net 10Sold To: Golden County Foods, Inc.
300 Moore Road
Plover WI 54467-3152
United StatesShip To: Golden County Foods, Inc.
1434 Post Road
Plover WI 54467
United States

Page 1 of 1

Sale Terms: FOB	Salesperson: Rick Perez	Carrier: WILLOW EXPRESS
Order: Apr 15, 2015	Via:	Trailer lic: 3079STN St: MN
Cust PO: 0019746	Currency: USD	Broker:

Description	Quantity	UOM	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
	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: TOTE #1 THRU TOTE #27 - 04/28/2015

SEAL #BT35644

RECORDER #N725436

EMAILED
4/29/15**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.

Columbia Onion
Box 1849
4100 Rd R SW
Ottawa, WA 99349
SHIPPER

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.

Golden County Foods, Inc.		Bill of Lading No.
Order Number 02452	Consignee 300 Moore Road Plover WI 54467-3152	Apr 28, 2015
Jack Perera Salesman	Golden County Foods, Inc.	Ship Date
Buyer P. O. # 019746	Destination 1434 Post Road Plover WI 54467	Ship From
715) 341-3191	WILLOW EXPRESS	FOB
Phone		Terms
Carrier	Truck Broker	
Truck X Rail	Driver Carl	License
ARL	30798TN	MN
Tractor License	State	Trailer License
		State Page 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	40500
HIP 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 TEM: 2 3/4" - 4" ONIONS PALLETS IN 27 PALLETS OUT DATE OF PRODUCTION: TOTE #1 THRU TOTE #27 - 04/28/2015 SEAL #BT35644 RECORDER #N725436		

Total Packages	Total Weight
Carriage Charges for by: 40500	Charges paid by: 40500

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
 \$ **40500**

Shipper	Receiver	Shipper	Receiver
Date	Time	Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			

Special Instructions

Recorder No. _____

Temperature 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.

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: Carl Signed: Cheryl Turley

ORIGINAL



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

INVOICE

Invoice #: 103453
Invoice: May 05, 2015
Ship: May 05, 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: GPL	St: IL
Order: Apr 15, 2015	Via: Truck	Trailer lic: 501171	
Cust PO: 0019747	Currency: USD	Broker:	

Description	Quantity	UOM	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
	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: BINS 1-27 MADE ON 5/4/15

RECORDER # N725439

SEAL # BT35657

EMAILED
CD 5/6/15

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.

columbia Onion
O Box 1849
4100 Rd R SW
Walla, 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.

Order Number 03453	Consignee Golden County Foods, Inc. 300 Moore Road Plover WI 54467-2152	Bill of Lading No.
Shipman Jack Perez	Ship Date May 05, 2015	
Ship From 019747	Destination Golden County Foods, Inc. 1434 Post Road Plover WI 54467	Ship From 14 Columbia Onion, Mat
PTS) 341-3191		FOB Walla
Truck	Carrier GFL	Truck Broker
Truck _____ Rail _____	Driver	License
ENNIS	Tractor License	State Trailer License 501171

QUANTITY	DESCRIPTION	Page 1 of 1
40500	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 E.O.L. EAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY TEM: 2 3/4" - 4" ONIONS PALLETS IN/ 27 PALLETS OUT DATE OF PRODUCTION: BINS 1-27 MADE ON 5/4/15 RECORDER # N725439 EAL # BT35657		

Total Packages		Total Weight	
Carrier arranged for by: 40500	Charges paid by: 40500	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 The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of: \$ _____	
Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before		Recorder No.	
Special Instructions		Temperature Instructions	

Receiver'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.

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

Signed:

Signed



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

INVOICE

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

OK 5/8

Page 1 of 1

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

Description	Quantity	UOM	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
	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

EMAILED
6/12/15

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.

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

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

SHIPPER

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.

103454	Golden County Foods, Inc.	
Order Number	300 Moore Road	Bill of Lading No.
Rick Perez	Flower WI 54467-3152	May 07, 2015
Salesman	Golden County Foods, Inc.	Ship Date
0019748	1434 Post Road	14-Columbia Onion, Mat
Buyer P. O. #	Flower WI 54467	Ship From
(715) 341-3191	United States	FOB
Phone		Terms

Via:	Carrier	Truck Broker
Truck _____ Rail _____	SLUGH	
	Driver	License
	Tractor License	State
		Trailer License

QUANTITY	DESCRIPTION	WEIGHT
40500 40500	Yellow Onion 1 Whole Peel Tote Shipper USA	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: 5/7/15
recorder # N539441
seal # BT 35633

Total Packages	Total Weight
40500 40500	40500
Carrier charged for by:	Charges paid by:
Shipper	Receiver
Shipper	Receiver
Date	Time
Loading Started	
Loading Completed	
To Be Delivered Before	
Special Instructions	

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
The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
\$

Receiver'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.
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: [Signature]
Signed: [Signature]

Columbia  Onion

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

INVOICE

Invoice #: 103455

Invoice: May 11, 2015

Ship: May 11, 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: JOHNSON TRUCKING
Order: Apr 15, 2015	Via:	Trailer lic: 0035PC St: MO
Cust PO: 0019749	Currency: USD	Broker:

Description	Quantity	UOM	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
	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: BINS 1-27 MADE ON 5/8/15

RECORDER N539442

SEAL BT35629

EMAILED
5/12/15

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.

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

~~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

Golden County Foods, Inc.

03455

300 Moore Road

Order Number

Consignee

Plover WI 54467-3152

Bill of Lading No.

May 08, 2015

Rick Perez

Golden County Foods, Inc.

Ship Date

14-Columbia Onion, Mat

Salesman

0019749

1434 Post Road

Ship From

FOE

Buyer P. O. #

715) 341-3191

Destination

Plover WI 54467

Terms

Phone

JOHNSON TRUCKING

Truck

Carrier

Truck Broker

Truck _____ Rail _____

Driver

License

MARY

0035PC

MO

Tractor License

State

Trailer License

State

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

40500

40.500

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

ITEM: 2 3/4" - 4" ONIONS

PALLETS IN 27 PALLETS OUT

DATE OF PRODUCTION: 27 totes packed on 5-06-15

RECORDER N539442

EAL BT35629

Total Packages

40.500

Total Weight

Carrier charged for by:

Charges paid by:

This Shipment is Freight Collect (Unless Otherwise Stated)

40500

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 of:

\$

Shipper

Receiver

Shipper

Receiver

Date

Time

Loading Started

Loading Completed

To Be Delivered Before

Special Instructions

Recorder No.

Temperature Instructions

Receiver'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.

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: *[Signature]*

Signed

[Signature]

ORIGINAL



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

INVOICE

Invoice #: 103456
Invoice: May 14, 2015
Ship: May 14, 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: NC EXPRESS
Order: Apr 15, 2015	Via: Truck	Trailer lic: 541344
Cust PO: 0019750	Currency: USD	St: IL
		Broker:

Description	Quantity	UOM	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
	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: 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

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

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

103456		Golden County Foods, Inc.	
Order Number		300 Moore Road	
Rick Peres		Floer WI 54467-3152	
Salesman		Golden County Foods, Inc.	
0019750		1434 Post Road	
Buyer P. O. #		Destination	
(715) 341-3191		Floer WI 54467	
Phone		NC EXPRESS	
Truck		Ship From	
		FOB	
Via:		Truck Broker	
Truck _____ Rail _____			
Carrier		License	
MIHAI		541344 IL	
Driver		Tractor License	
		State Trailer License	
		State 1 of 1	

QUANTITY	DESCRIPTION	WEIGHT
40500	40500 Yellow Onion 1 Whole Peel Tote Shipper USA	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 5/14/15
 RECORDER# N539440
 SEAL# BT35617

Total Packages

Total Weight

Carrier arranged for by: 40500 Charges paid by: 40500

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:
 \$ _____

Shipper	Receiver	Shipper	Receiver
		Date	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____
 Temperature Instructions _____

Receiver'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.

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



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

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

Sale Terms: FOB	Salesperson: Rick Perez	Carrier: FISCHER	
Order: Apr 15, 2015	Via:	Trailer lic: 629573	St: WI
Cust PO: 0019752	Currency: USD	Broker:	

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

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

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

EMAILED

04/25/2015

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

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

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

Golden County Foods, Inc.

103457

300 Moore Road

Order Number

Consignee

Flower WI 54467-3152

Bill of Lading No.
 Apr 20, 2015

Rick Peres

Flower WI 54467-3152

Ship Date
 14-Columbia Onion, Mat

Salesman

Golden County Foods, Inc.

0019752

1434 Post Road

Ship From
 FOB

Buyer P. O. #

Destination

Flower WI 54467

(715) 341-3191

Flower WI 54467

Terms

Phone

FISCHER

Via:

Carrier

Truck Broker

Truck ☒ Rail ☐

Driver

License

TONY

Tony

629573

WI

Tractor License

State

Trailer License

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

42000

40000 Yellow Onion Process Jumbo Super Sack Shipper USA

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: 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

Total Packages

Total Weight

Carriage Charges for by: 42000

Charges paid by: 40000

This Shipment is Freight Collect (Unless Otherwise Stated)
 If the carrier named herein or its agent, delivers this shipment to the consignee or its agent, without Payment of freight or other lawful charges, the carrier or its agent, does so without recourse to the shipper or its agent

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:

\$

Shipper Receiver Shipper Receiver
 Date Time

Loading Started

Loading Completed

To Be Delivered Before

Special Instructions

Recorder No.

Temperature 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.

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



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

INVOICE

Invoice #: 103458
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

Sale Terms: FOB	Salesperson: Rick Perez	Carrier: FISCHER	
Order: Apr 15, 2015	Via:	Trailer lic: 441424	St: WI
Cust PO: 0019753	Currency: USD	Broker:	

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

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

0 PALLETS IN 21 PALLETS OUT

DATE OF PRODUCTION: 04/20/2015

SEAL #BT35665

RECORDER #N725419

EMAILED
04/25/2015

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.

Columbia 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.

HIPPER

03458	Golden County Foods, Inc.	Bill of Lading No.
Order Number	300 Moore Road	Apr 20, 2015
Shipper	Consignee	Ship Date
Mike Perera	Plover WI 54467-3152	14-Columbia Onion, Mat
Salesman	Golden County Foods, Inc.	Ship From
019753	1434 Post Road	FOB
Buyer P. O. #	Destination	Terms
715) 341-3191	Plover WI 54467	
Phone	FISCHER	

Carrier	Truck Broker
Truck <u>X</u> Rail	Driver <u>Dave</u>
License	441424 WI
Tractor License	State Trailer License

QUANTITY	DESCRIPTION	WEIGHT
42000	42.000 Yellow Onion Process Jumbo Super Sack Shipper USA	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.O.L.
 SEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY
 ITEM: RAW ONIONS R70012
 0 PALLETS IN 2 PALLETS OUT
 DATE OF PRODUCTION: 04/20/2015
 SEAL #BT35665
 RECORDER #N725419

Total Packages	42000	Total Weight	42000
Carrier arranged for by:	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	Receiver
Date		Time	
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: [Signature]

Shipper's Signature: [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: [Signature]

ORIGINAL



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

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	Salesperson: Rick Perez	Carrier: SKYLINE LOGISTICS
Order: Apr 15, 2015	Via:	Trailer lic: 1060-UP St: WA
Cust PO: 0019754	Currency: USD	Broker:

Description	Quantity	UOM	Price	Amount
Yellow Onion Process Jumbo Super Sack Shipper USA	42000	lb	.145	6,090.00
Pallets	21		6.85	143.85
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: 04/24/2015
SEAL #BT35663
RECORDER #N725427

EMAILED

04/27/2015

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.

BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

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

SHIPPER

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.

103459	Golden County Foods, Inc.		Bill of Lading No.
Order Number	300 Moore Road		Apr 24, 2015
Rick Perez	Consignee	Flower WI 54467-3152	Ship Date
Salesman		Golden County Foods, Inc.	14-Columbia Onion, Mat
0019754		1434 Post Road	Ship From
Buyer P. O. #	Destination	Flower WI 54467	FOR
(715) 341-3191		SKYLINE LOGISTICS	Terms
Phone			
Via:	Carrier	Truck Broker	
Truck <input checked="" type="checkbox"/> Rail <input type="checkbox"/>	Driver <i>DMITRIY</i>	License	
DMITRIY		1060-UP	WA
	Tractor License	State	Trailer License
			State 1 of 1

QUANTITY	DESCRIPTION	WEIGHT
42000	42000 Yellow Onion Process Jumbo Super Sack Shipper USA	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.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		

Total Packages

Total Weight

Carrier arranged for by: **42000** Charges paid by: **42000**

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:

\$ **42000**

Shipper	Receiver	Shipper	Receiver
Date	Date	Time	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____

Temperature 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.

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: *Cheryl Tuley*



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
Order: Apr 15, 2015
Cust PO: 0019755

Salesperson: Rick Perez
Via:
Currency: USD

Carrier: VALLEY EXPRESS
Trailer lic: 6103STE **St:** MN
Broker:

Description	Quantity	UOM	Price	Amount
Yellow Onion Process Jumbo Super Sack Shipper USA	42000	lb	.145	6,090.00
Pallets	21		6.85	143.85
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

EMAILED
04/29/15

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 ½% PER MONTH (18% ANNUALLY) will be applied to all PAST DUE ACCOUNTS.

BILL OF LADING FOR EXEMPT COMMODITIES - ORIGINAL NON-NEGOTIABLE

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

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.

103460 Order Number		Golden County Foods, Inc. 200 Moore Road Plover WI 54467-3152 Golden County Foods, Inc.		Bill of Lading No. Apr 27, 2015 Ship Date	
Rick Peres Salesman		Golden County Foods, Inc.		14-Columbia Onion, Mat Ship From	
0019755 Buyer P. O. #		1434 Post Road Plover WI 54467 VALLEY EXPRESS		FOB Terms	
(715) 341-3191 Phone					
Via: <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Rail		Carrier: <u>Jim</u> Driver		Truck Broker License	
FIM		61028TE Tractor License		MN State	
		State		Trailer License	
QUANTITY		DESCRIPTION		WEIGHT	

42000 42000 Yellow Onion Process Jumbo Super Sack Shipper USA 42000
 SHIP AT 34 DEGREES CONTINUOUS
 HEAL AND TEMP RECORDER MUST BE PLACED ON TRAILER BY WAREHOUSE PERSONNEL ONLY
 HEAL AND TEMP RECORDER NUMBER MUST BE RECORDED ON B.O.L.
 HEAL AND TEMP RECORDER MUST BE REMOVED BY RECEIVING PERSONNEL ONLY
 ITEM: RAW ONIONS - R70012
 1 PALLETS IN 21 PALLETS OUT
 DATE OF PRODUCTION: 04/27/2015
 SEAL #BT35643
 RECORDER #N725434

Total Packages

Total Weight

Carrier: 42000
 Charges paid by: 42000

This Shipment is Freight Collect (Unless Otherwise Stated)		42000
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 of:		
\$		

Shipper	Receiver	Shipper	Receiver
Date	Date	Time	Time
Loading Started			
Loading Completed			
To Be Delivered Before			
Special Instructions			

Recorder No. _____
 Temperature Instructions _____

Receiver'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.

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

Cheryl Turley



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

INVOICE

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

ok 5/2

Page 1 of 1

Sale Terms: FOB	Salesperson: Rick Perez	Carrier: SKY LINE LOGISTICS
Order: Apr 15, 2015	Via:	Trailer lic: 4025YW St: WA
Cust PO: 0019756	Currency: USD	Broker:

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

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
0 PALLETS IN/ 21 PALLETS OUT
DATE OF PRODUCTION:
RECORDER # N539452
SEAL # BT35624

EMAILED
5/12/15

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.

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

Golden County Foods, Inc.

103461

300 Moore Road

Order Number

Consignee

Plover WI 54467-3152

Bill of Lading No.
May 07, 2015

Rick Peres

Golden County Foods, Inc.

Ship Date
14-Columbia Onion, Mat

Salesman

0019756

1434 Post Road

Ship From
FOB

Buyer P. O. #

(715) 341-3191

Destination

Plover WI 54467

Terms

Phone

SKY LINE LOGISTICS

Via:

Carrier

Truck Broker

Truck _____ Rail _____

Driver

License

4025YW

WA

ANDREY

Tractor License

State

Trailer License

Page 1 of 1

QUANTITY

DESCRIPTION

WEIGHT

42000

42000 Yellow Onion Process Jumbo Super Sack Shipper USA

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.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:

RECORDER # N539452

SEAL # BT35624

Total Packages

Total Weight

Carrier arranged for by: 42000

Charges paid by: 42000

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

The agreed or declared value of the property is hereby specifically stated by the shipper to be not in excess of:

\$

Shipper Receiver Shipper Receiver

Date

Time

Loading Started

Loading Completed

To Be Delivered Before

Special Instructions

Recorder No.

Temperature 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.

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:

Derf A.D.

Signed

[Signature]

ORIGINAL

EXHIBIT 4

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.,	§	
	§	JOINTLY ADMINISTERED
DEBTORS	§	

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) 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 "Debtors") for entry of orders (i) approving bidding procedures and scheduling an auction for the sale of substantially all of the assets of GCF (the "Purchased Assets") to Monogram Appetizers, LLC ("Monogram" or the "Stalking Horse Bidder") free and clear of all interests under section 363 of the Bankruptcy Code,¹ and (ii) granting certain related relief (the "Motion") [Docket No. ____].² 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

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.

4. The Notice of Auction and Sale Hearing, substantially in the form attached hereto 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

Court and served upon (so as to be received 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.

13. 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 received 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.

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”).⁴

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:

- a. **Participation Requirements.** In order to participate in the bidding process, 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 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 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) Confidentiality Agreement. An executed confidentiality agreement in form and substance acceptable to Seller, PNC, and the Committee, if any, and its counsel; and
- (ii) Identification of Potential Bidder. 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. **Qualified 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. **Due Diligence From Bidders.** Each Potential Bidder and Qualified Bidder (each, a "Bidder") 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. **Bidding Process.** 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 "Bidding Process"). 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. **Bid Deadline.** 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 "Bid Deadline"). 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) Irrevocable: 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 “Termination Date”) 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
- (v) The Same or Better Terms: The Bid shall propose a 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) Financing Sources. 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
 - (d) any such other form of financial disclosure 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 shall determine, in its reasonable discretion, whether the written evidence of such financial wherewithal is reasonably 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) Stalking Horse Protections: 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. **Minimum Overbids.** 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.
- l. **Successful Bidder.** 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).

- o. **Objections.** The Notice of Auction and Sale Hearing will specify that objections 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@pje.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, rdenhey@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@hkklaw.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 (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. **Consent to Jurisdiction.** 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. **Sale Hearing.** 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. **Return of Deposits.** 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 (I) 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.

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

June 10, 2015
Date

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