



ENT 113898:2018 PG 1 of 13  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Nov 30 3:15 pm FEE 34.00 BY SW  
RECORDED FOR BARTLETT TITLE INSURANCE AG

## THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT ("Agreement") is dated this 28<sup>th</sup> day of November, 2018, by and between Ireland Bank, ("Third Party Lender") whose address is 386 North Main, Aberdeen, ID 83210, and Eastern Idaho Development Corporation, ("CDC") whose address is 1651 Alvin Ricken Drive, Pocatello, Idaho 83201.

### RECITALS

1. The Third Party Lender and CDC will provide separate loans to the Borrower and Operating Company, if any (collectively "Borrower"), according to the terms in the Authorization for Debenture Guarantee (SBA 504 Loan), as amended ("Authorization"). The Third Party Lender will provide term financing ("Third Party Loan"), and the CDC will provide a loan ("504 Loan") funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration ("SBA"), for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference ("Project Property"):

SBA Loan #: 87846650-09  
SBA Loan Name: Stokes Freshfood Market  
Borrower: Stokes Brothers Real Estate, LLC  
Operating Company (if any): Stokes Salem Inc.  
Third Party Loan Amount: 2,027,750  
Term of Third Party Loan: 10 Years  
If Real Property -- Project Property Address:  
Street address: 795 N. State Road #198  
City, State, Zip code: Salem, UT, 84653  
Attach Legal description as an exhibit.

If Personal Property: Describe property, including name of manufacturer, name of equipment, and applicable serial number(s) or other identifying numbers for property valued at \$5000 or more. Attach a detailed description as an exhibit.

2. The parties have required the Borrower to grant liens on the Project Property to secure the separate loans advanced by the parties ("Common Collateral"), and the lien of the CDC ("CDC Lien") will be junior and subordinate to the lien of the Third Party Lender ("Third Party Lender Lien"), unless Third Party Lender, CDC and SBA agree otherwise in writing.

TERMS AND CONDITIONS

In consideration of the above, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced; does not exceed the amount stated in the Authorization; and, will not exceed the amount allowed by the Authorization, plus reasonable costs of collection, maintenance, and protection of the Third Party Lender Lien. Any amounts owed by Borrower to Lender in excess of the Third Party Lender Lien amount stated in the Authorization cannot be secured by a lien on the Common Collateral unless it is subordinate to the 504 Loan.
2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate lien position in the Common Collateral upon the conditions that Third Party Lender executes this Agreement and disburses the Third Party Loan according to the terms represented to CDC and SBA.
3. Accurate Information. The Third Party Lender warrants and represents that all information provided by the Third Party Lender to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered false statements to the federal government under 18 U.S.C. §1001, and may subject the Third Party Lender to criminal penalties, and that CDC and SBA are relying upon the information submitted by the Third Party Lender.
4. Waiver of Provision Not to Encumber Common Collateral. Third Party Lender waives its rights to enforce, as against CDC and SBA, any provisions in its documents that prohibit Borrower from further encumbering the Common Collateral or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral.
5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program Requirements as established by SBA, including those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these 504 Loan Program Requirements, Third Party Lender waives any right to enforce such provisions while the 504 Loan has any unpaid balance and agrees that it must act in a commercially reasonable manner with regard to any enforcement action.
  - a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the Project, the Third Party Lender may not make future advances under the Third Party Loan except for reasonable costs of collection, maintenance, and protection of the Third Party Loan and Third Party Lender Lien.
  - b. No Early Call or Demand Provisions. Third Party Lender agrees that documents evidencing the Third Party Loan and the Third Party Lender Lien do not contain an early call feature or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan other than when there is a material default under the terms of its Third Party Loan documents, which shall include, but not be limited to, failure to make timely payments on the Third Party Loan,

failure to pay taxes when due or violation of any financial covenants which would cause a prudent lender to believe that the prospect of payment or performance of the Third Party Note is impaired.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral will only secure its Third Party Loan and the Common Collateral is not currently, and will not be used in the future, as security for any other financing provided by Third Party Lender to Borrower that purports to be in a superior position to that of the CDC Lien, unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the 504 Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand on the Third Party Loan prior to maturity unless the Third Party Loan is in material default.

e. Maturity and Balloon Payments. The Third Party Loan must have a term of at least 7 years (when the 504 loan is for a term of 10 years), or a term of at least 10 years (when the 504 loan is for 20 or 25 years). If the Third Party Lender has made more than one loan, then an overall loan maturity must be calculated, taking into account the amounts and maturities of each loan. Any balloon payment for the Third Party Loan must be clearly identified and disclosed to SBA and approved at application or subsequently approved by SBA.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

6. Marshaling of Assets. If the Third Party Lender takes additional collateral as security for the Third Party Loan, in the case of liquidation, any proceeds received from such additional collateral, must be applied to the Third Party Lender's Loan prior to the proceeds from the liquidation of the Common Collateral held by the CDC/SBA and the Third Party Lender. If the additional collateral no longer exists at the time of liquidation, or has insufficient value to justify the cost of collection, then the Third Party Lender is not required to liquidate such collateral, provided the Third Party Lender notifies CDC/SBA.

7. Notice of Default under the Third Party Loan. Within thirty (30) days after the expiration of any cure period for any continuing material default of the Third Party Loan or Third Party Lender Lien, Third Party Lender must provide written notice (referencing SBA's loan number for the 504 Loan) of the default to CDC and SBA. At least sixty (60) days prior to any legal proceedings against or liquidation of the Common Collateral (not including sending a demand letter), Third Party Lender must provide SBA with written notice of its intent to do so.

8. Limitation on Default Interest Rate. Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the Federal Register. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and/or CDC Lien. of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC or SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. In addition, Third Party Lender shall charge as against SBA only the interest rate on the Third Party Loan that was in effect before the date of Borrower's default. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party Loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

d. The Third Party Lender agrees:

(1) If the Third Party Lender sells its Note (other than when liquidating the Third Party Loan), then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received a copy of the executed Third Party Lender Agreement.

(2) If the Third Party Loan is in default and the Third Party Lender, as part of its liquidation strategy,

(i) proposes to sell its note, or

(ii) receives an offer from a third party, then the Third Party Lender must provide CDC/SBA with the option to purchase the note at the same price offered by the potential purchaser, net any Default Charges per paragraph 9(c). SBA will have forty-five (45) days from receipt of the notice from the Third Party Lender to exercise its option to purchase the note. If SBA does not exercise its option and the Third Party Lender sells its note, then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number, and must provide the purchaser with a copy of the executed Third Party Lender Agreement.

e. If the Third Party Lender sells or otherwise transfers its note to a third party, then any Default Charges, including, but not limited to, prepayment penalties, late fees, other Default Charges, and escalated interest after default due under the Third Party Loan must be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

f. If the Third Party Lender loan documents contain a swap component or hedging contract (hereinafter defined as "swap agreement), all costs associated with this swap agreement, which may be termed swap fees, termination fees, default fees or other related fees, shall be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Common Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Loan; (c) to provide CDC and SBA, at no charge (except for reasonable charges for photocopies) with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

*Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.*

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supersede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower and Guarantor(s).

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

16. Termination: This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

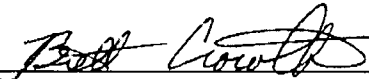
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.


19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

**LENDER:**

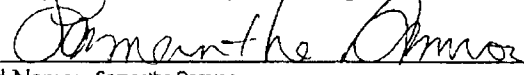
By:   
Print Name: Brett Crowther  
Title: V. P. / Loan Officer

**CERTIFIED DEVELOPMENT COMPANY (CDC):**

By:   
Print Name: Samantha Damron  
Title: Executive Director

**ASSIGNMENT TO SBA**

CDC assigns this Third Party Lender Agreement to SBA.

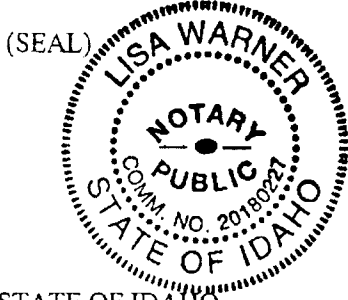
By:  Date: \_\_\_\_\_  
Typed Name: Samantha Damron, authorized officer of CDC.  
Attest: \_\_\_\_\_

*[NOTE: This document or a memorandum of same must be recorded in the appropriate forum for lien filing, if allowed under state law. It is CDC Counsel's responsibility to add any language or acknowledgments required by state law for recording]*

ACKNOWLEDGMENTS

STATE OF IDAHO )  
 : ss  
COUNTY OF BINGHAM)

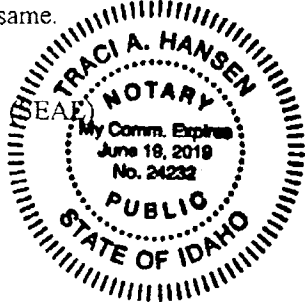
On this 21 day of November, 2018, before me the undersigned, a notary public, personally appeared before me Brett Crowther who, being by me first duly sworn, declared that he is a V. P. - Loan Officer for Ireland Bank and that he signed the foregoing Third Party Lender Agreement on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Lisa Warner  
NOTARY PUBLIC  
Residing at:  
My Commission Expires: 2-05-2024

STATE OF IDAHO )  
 : ss  
COUNTY OF BANNOCK )

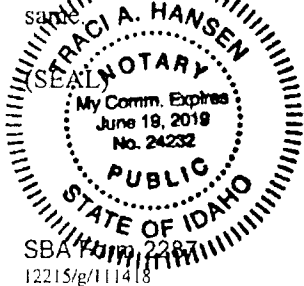
On this 28th day of November, 2018, before me, a Notary Public, personally appeared Samantha Damron who, being by me first duly sworn, declared that she is the Executive Director for Eastern Idaho Development Corporation, and that she signed the foregoing Third Party Lender Agreement on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Traci A. Hansen  
NOTARY PUBLIC  
Residing at: Pocatello, ID  
My Commission Expires: June 19, 2019

STATE OF IDAHO )  
 : ss  
COUNTY OF BANNOCK )

On this 28<sup>th</sup> day of November, 2018, before me, a Notary Public, personally appeared Samantha Damron who, being by me first duly sworn, declared that she is the Executive Director for Eastern Idaho Development Corporation, and that she signed the foregoing Third Party Lender Agreement on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Traci A. Hansen  
NOTARY PUBLIC  
Residing at: Pocatello, ID  
My Commission Expires: June 19, 2019

## Exhibit "A"

### Property Description

The land referred to is located in Utah County, State of Utah, and is described as follows:

Commencing North 1284.81 feet and East 1501.79 feet from the West quarter corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence South 88°21'00" East 726.10 feet; thence South 23°02'16" West 381.37 feet; thence North 55°05'46" West 4.75 feet; thence South 32°05'37" West 1.21 feet; thence along a 15.01 foot radius curve to the right (chord bears South 67°19'02" West 19.46 feet); thence North 70°36'53" West 3.50 feet; thence along a 285.93 foot radius curve to the left (chord bears North 78°11'11" West 101.69 feet); thence North 89°14'50" West 436.71 feet; thence along a 25.00 foot radius curve to the right (chord bears North 37°44'19" West 36 feet); thence West 1.41 feet; thence North 00°12'00" East 303.08 feet to the point of beginning.

(30:002:0088)



EXHIBIT 'B'

Item	Quantity	Model #	Serial Number	Description
<b>Refrigerated Cases</b>				
A	1	O3UM8		8' HILL PHOENIX 3-DECK DELI CS.
B	2	NEBCH-12U		24' HILL PHOENIX SERVICE DELI CS.
C	4	O3UM8		36' HILL PHOENIX 3-DECK CHEESE ISLAND CS.
D	1	O3UM12		12' HILL PHOENIX 3-DECK BAKERY CS.
E	3	OHPH12		36' HILL PHOENIX WET RACK PRODUCE CS.
F	2	O5DM12		24' HILL PHOENIX M/D PRODUCE V/A CS.
G	1	D58LEU		8' HUSSMANN M/D END CAP PRODUCE JUICE
H	1	OWEZ/OWZ8		22' HILL PHOENIX ISLAND CS.
I	1	OWEZ/OWZ8		14' HILL PHOENIX ISLAND CS.
J	1	O5DM12		60' HILL PHOENIX M/D BEVERAGE CS.
K	2	ORZ3		6-DOORS HILL PHOENIX FROZEN FISH CS.
L	3	O5DM12		36' HILL PHOENIX M/D FRESH MEAT CS.
M	1	ORZ5		5-DOORS HILL PHOENIX FROZEN MEAT CS.
N	5	O5DM12/8		56' HILL PHOENIX M/D PACKAGED MEAT CS.
O	1	B101		ANTHONY 21 DAIRY DOORS W/ SHELIVING
P	1	ORZ6		5-DOORS HILL PHOENIX FROZEN FOOD CS.
Q	6	ORZ5		30-DOORS HILL PHOENIX FROZEN FOOD CS.
R	2	ORZ3		3-DOORS HILL PHOENIX FROZEN END CAPS CS.
S	6	ORZ		29-DOORS HILL PHOENIX FROZEN FOOD CS.
T	1			TRUE S/C FLORAL CASE 2 DOOR SLIDING
U	1	CBC-RBS036CA207	1117-1010535	JSI 3X6 REFRIGERATOR SLANT
V	1		MY18C017241	4' HUSSMAN SELF-CONTAINED MOBILE MECHANDISER
W	1		348884-28	MANHATTAN DUAL TEMP NARROW ISLAND CASE

Walk-Ins & Coils

A	1	9'x8'		NATIONAL COOLER WALK-IN DELI COOLER
B	1	11'x11'		NATIONAL COOLER WALK-IN DELI FREEZER
C	1	12'x17'		NATIONAL COOLER WALK-IN BAKERY FREEZER
D	1	11'x11'		NATIONAL COOLER WALK-IN BAKERY COOLER
E	1	12'x28'		NATIONAL COOLER WALK-IN PRODUCE COOLER
F	1	14'x30'		NATIONAL COOLER WALK-IN MEAT COOLER
G	1	14'x56'		NATIONAL COOLER WALK-IN GR. & MT. FREEZER
H	1	14'x59'-8"		NATIONAL COOLER WALK-IN DAIRY COOLER
I	1			BOHN OFF-TM COIL 2-FAN DELI COOLER
J	1	LLE102BJ		BOHN GAS DEFROST COIL3-FAN DELI FRZ.
L	1			BOHN GAS DEFROST COIL5-FAN BKY. FRZ.
M	1	-ADT156AF		BOHN OFF-TM COIL 3-FAN BKY. COOLER
N	2	XTW18-120		RUSSELL OFF-TM COIL 1-FAN PROD. COOLER
O	2	WK180AC		HEAT CRAFT OFF-TM COIL 3-FAN MEAT PREP
P	2	WK340AHC		HEAT CRAFT OFF-TM COIL 5-FAN MEAT COOLER
Q	4	HGT204BHJ		BOHN GAS DEFROST COIL6-FAN MEAT-GRY. FRZ.
R	3	ADT208QHJ		BOHN OFF-TM COIL 4-FAN DAIRY. COOLER

Refrigeration & Mechanical

PARALELL REFRIGERATION SYSTEM

A	1	RACK- A		5 COMPRESSORS- PS522SLRAD HILL PHOENIX
B		LOW TEMP		4DL3-150L, 3DA3-060L, 3DA3-110L, 4DT3-220L, ?
C		RACK- B		4 COMPRESSORS- PS420MRADIS10 HILL PHOENIX
D				3DA3-075L, 3DB3-100L, 4DA3-200L, ?
E		RACK- C		6 COMPRESSORS- PS620SMRADIS8 HILL PHOENIX
F		MED. TEMP		2DA3-075L, 3DB3-100L, 2DL3-075L, 4DE3-200L, 4DA3-200L
G	1			REFRIGERATION GAS & PARTS
H	1	AEK17-08-01-1		CALHOUN & POXON CONTROLLER
I				ADAP-KOOL DRIVE
J	2			THERMA-STORE TANK, 114GL
K	1			HEAT RECLAIM TANK, BRADFORD WHITE 100GL

Initials: \_\_\_\_\_

L 1 JC-240 RECOLD WATER TOWER

**Roof Top EQ.**

M	1	DD20FA	CAPTIVE AIRE FAN
N	4		CARRIER HVAC UNITS, 48PGDM24-B-60-BB
			Building Eq.
O	3	NCA8FA	CAPTIVE AIRE FANS
P	3	NCA18HPFA	CAPTIVE AIRE FANS
Q	1	DD11FA	CAPTIVE AIRE FAN
R	3		CARRIER HVAC UNITS, 48PGDM08-A-60-BB
			Building Eq.
S	1		REZNOR AC, NO INFO Building Eq.
T	1		CARRIER HVAC UNITS, 48PGDM04-A-60-BB
			Building Eq.

**Shelving**

A	2	SALES FLOOR	60' WALL SECTION- 22", 84" TALL
B	1	LOZIER	6' END CAP- 19", 72" TALL, 12- 38" SHELVES
C	3	6 SHELVES	4' END CAP- 19", 72" TALL, 6 SHELVES
D	1		PER SECTION 84" ISLAND SECTION- 22"/22", 84" TALL
E	1		68' ISLAND SECTION- 19"/25", 84" TALL
F	1		68' ISLAND SECTION- 22"/22", 84" TALL
G	2		70' ISLAND SECTION- 22"/22", 84" TALL
H	1		70' ISLAND SECTION- 16"/31", 84" TALL, 9-16" SHLV.
I	1		88' MULTI FUNCTION RACK, 32" X 84" T
J	1		68' ISLAND SECTION- 19"/32", 84" TALL
K	6		SHARE BUILDER FRONT END CAPS
L	1		28' ISLAND SECTION- 19"/19", 48" TALL W/END PNL.
M	1		16' ISLAND SECTION- 19"/19", 60" TALL W/END PNL.
N	1		48" WALL SECTION 19", 72" TALL
O	2		10' ISLAND SECTION- 19"/19", 48" TALL, (2-4' & 2')
P	1		8' ISLAND SECTION- 19"/19", 48" TALL
Q	1		16' ISLAND SECTION- 19"/19", 48" TALL
R	1		3' END CAP- 19", 48" TALL, 4 SHELVES
S	1		12' WALL SECTION- 18", 72" TALL
T	1		16' WALL SECTION- 19", 72" TALL
U	1		4' END CAP- 19", 60" TALL, 4 SHELVES
V	2		8' ISLAND SECTION- 22"/22", 80" TALL
W	1		12' ISLAND SECTION- 19"/19", 48" TALL
X	2		16' ISLAND SECTION- 19"/19", 60" TALL
Y	4		3' END CAP- 19", 60" TALL, 5 SHELVES
Z	1		28' ISLAND SECTION- 19"/19", 72" TALL
AA	1		12' WALL SECTION- 19", 72" TALL

**Hardware Shelving**

BB	4	SALES FLOOR	40' ISLAND SECTION- 16"/16", 84" TALL
CC	3	LOZIER	28' ISLAND SECTION- 16"/16", 84" TALL
DD	16	6 SHELVES	3' END CAP- 16", 60" TALL, CONTOURED SHELVES
EE	1	PER SECTION	28' ISLAND SECTION- 22"/16", 96" TALL HRDW.
			HOOKS
FF	1		16' ISLAND SECTION- 16"/16", 84" TALL HRDW.
			HOOKS
GG	1		16' LOW WAREHOUSE RACKING- 32", 48" TALL, 3
			SHLV.
HH	2		40' ISLAND SECTION- 16"/19", 84" TALL
II	1		28' ISLAND SECTION- 22"/22", 84" TALL HRDW.
			HOOKS
JJ	1		32' ISLAND SECTION- 16"/22", 84" TALL
KK	1		36' ISLAND SECTION- 18"/22", 84" TALL
LL	1		64' WALL SECTION- 22", 96" TALL
MM	1		8' ISLAND SECTION- 13"/13", 48" TALL, 2 END PNL.

Initials: \_\_\_\_\_

NN	1		4' WALL SECTION- 19", 84" TALL, 7 SHELVES
OO	1		16' WALL SECTION- 22", 96" TALL
PP	1		21' WALL SECTION- 22", 84" TALL,
QQ	1		20' WALL SECTION- 16", 84" TALL, HRDW HOOKS
RR	2		32' ISLAND SECTION- 16"/16", 84" TALL HRDW. HOOKS
SS	1		4' WALL SECTION- 16", 72" TALL,
TT	1		12' WALL SECTION- 22", 96" TALL
UU	3		8' ISLAND SECTION- 16"/16", 84" TALL
VV	1		20' WALL SECTION- 22", 96" TALL
WW	1		16' WALL SECTION- 22", 84" TALL,
XX	1		8' ISLAND SECTION- 16"/16", 60" TALL

**Front End**

A	7	KCU5000	KILLION BELT & TURN TABLE CHECK STANDS
B	1		POS SYSTEM- ISS 45
C			7-SCANNER SCALES- DATA LOGIC
D			7-APG CAH DRAWERS
E			M147G 7-EPSON PRINTERS
F			7-ACER MONITORS
G			7-FUJITSU SCREENS
H	1		SAFE- 24"Wx46"T
I	1		PRINTER/FAX MFC CANNON
J	75	6240	TECHNIBIT SHOPPING CARTS
K	40	5341	TECHNIBIT SHOPPING CARTS
L	2		MARTCART H/C
M	2		DOUBLE SHOPPING CART CORRALS
N	7	24"-& 36"	LOZIER CHECK STAND MERCHANDISERS SHELVES
O	1		HAND BASKETS W/ STAND
P	1		POLAR TEMP 2-DOOR ICE MERCH. OUTDOORS
Q	6		NCR Real POS-7878 High Performance Bi-Optic Scanner/Scale

**Produce Department**

A	8		4'X8' DISPLAY BINS W/TOPS
B	1		30"x60" S/S TABLES W/ SHELF
C	1		HAND SINK
D	3	M40C/P	YAMATO PRODUCE SCALES & STANDS
E	1		30"x8' POLY TOP TABLE W/SHELF
F	1	A800	HEAT SEAL WRAPPER TABLE TOP
G	1		3-COMP SINK 36"x8'-8", 20"x28" TUBS; 2 D/B

**Deli Department**

A	1		MANITWOC ICE MACHINE & BIN- B570 W/FILTER
B	1		IMPERIAL OVEN 1-1/2 DOOR UNIT
C	1	800	HENNY PENNY FRYER
D	1	FKM-F	BKI FRYER
E	1	VGG-5	BKI ROTISSERIE OVEN
F	1		AMERICAN RANGE, 24" GRIDDLE & 2 BURNER
H	1		CAPTIVE-AIR HOOD 48"x14" W/ANSEL
J	1		1- COMP SINK 19"x20" AMERICAN DELPHI
K	1		HOBART PAN WASHER, 24"x28"
M	1		3-COMP SINK 36"x10" W/2 FAUCETS 20"x30" TUBS, W/ 2-24"
N	1		HAND SINK
O	1	EPT67	CONTINENTAL PIZZA PREP TABLE- 36" x 5'-8"
P	2		30"x72" POLY TOP TABLES W/ SHELF
Q	1	SE-12D	BIZERBA SLICER
R	1	SE-8	BIZERBA SLICER
S	1		BIRO TABLE TOP GRINDER
T	1		30"x72" S/S TABLES W/ SHELF
U	1		30"x9'-9" HALF POLY S/S TABLES W/ SHELF
V	1	D-300	HOBART MIXER.
W	1		HEAT SEAL TABLE TOP WRAPPER 1 ROLL
X	2		36"x96" S/S TABLES W/ SHELF

Initials: \_\_\_\_\_

Y	1	Y339-33		TAYLOR 3 HEAD SOFT SERVE ON STAND
Z	1	DP46		SUPERIOR PREP TABLE 36"x46"
AA	1			LONE PEAL LABEL SYSTEM W/DELL COMPUTER
BB	1			30"x48" S/S TABLES W/ SHELF
CC	1			POS SYSTEM REG.
DD	1	HMR-107		HENNY PENNY HOT CASE
EE	1	HMR-104		HENNY PENNY HOT CASE
FF	6			SEATING BOOTHS, 30"x44" TABLES
GG	3			TABLES, 36"x36"
HH	12			CHAIRS
II	1			PANASONIC SMALL MICROWAVE 900 WATT
JJ	1	T43R		VOLLRATH 3 WELL SOUP WARMER
KK	2			HOBART QUANTUM SCALES
LL	1	PGF800.00	AN1807069	HENNY PENNY GAS PRESSURE FRYER
MM	1	MV45II	4513471	VACSMART

**Bakery Department**

A	1			DONUT CASES, 3- 2 DOORS LOW PROFILE
B	1	849D-3D-3P		REVENT OVEN, DECK-TYPE, ELECTRIC, NEW
C	1			B/B TABLE, 36"x72"
D	1			30"x36" S/S TABLES W/ SHELF
E	1	DP-6200		YAMATO DIGITAL SCALE
F	1	SPL		SPRIAL MIXER
G	1	A200T		HOBART MIXER ON STAND
H	1	797-32NC		OLIVER BREAD SLICER
I	1			30"x96" S/S TABLES W/ SHELF
J	1			HAND SINK
K	1			AMANA MICROWAVE
L	2			S/S BENCH STATION W/DRAWERS- 36"x10'
M	2			5' SELF-SERVE BAKERY CASE S/C
N	1			CAPTIVE AIRE HOOD, 36"x10'
O	1			CANDY COOKER W/COPPER KETTLE
P	1			BELSHAW DONUT FRYER 17"x24"
Q	1			BELSHAW DONUT GLAZER
R	1	PC101-1178		BAXTER PROOFER 1-DOOR
S	1	PB101-M80		BAXTER PROOFER 1-DOOR
T	1	EO210G-1		BAXTER OVEN
U	1	OV210G-M2B		HOBART OVEN
V	1			LUCKS SHEETER
W	1			B/B TABLE, 5"x12"
X	1			KEMPER ROUNDER FLOOR MODEL
Y	1			DUTCHESS ROUNDER, ON STAND
Z	1			B/B TABLE, 4"x8'
AA	1	125T		ACCU-WEIGHT BENCH SCALE
BB	1			30"x80" S/S TABLES W/ SHELF
CC	1			HAND SINK; EAGLE
DD	1	M-802		HOBART MIXER
EE	1			BAXTER WATER METER
FF	1	V-1401		HOBART MIXER
GG	1			LVO PAN WASHER W/ HOOD
HH	1			3-COMP SINK 36"x10'-6" W/LARGE PAN TUB, 24" DB
II	1			RHODES KOOKI KING
JJ	1			LONE PEAL LABEL SYSTEM W/DELL COMPUTER
KK	3			MARCO BAKERY ISLAND DISPLAYS W/ ENDS
LL	150			SHEET PANS & MISC. TRAYS
MM	1			NESTING TABLES SET OF 3
NN	1			Southern Pride Smoker, 4 3-Tier Rotisserie Hangers with 12 - 12"x30" Nickel Chrome Plated Food Surface; 30 Sqft cooking Service
OO	1	SPX-300		SINGLE TORSION RAIL TRALER
PP	1			Southern Pride Smoker, 4 3-Tier Rotisserie Hangers with 12 - 12"x30" Nickel Chrome Plated Food Surface; 30 Sqft cooking Service
QQ	1	SPX-300		SINGLE TORSION RAIL TRALER

**Meat Department**

A	1			3-COMP SINK 36"x10', 24"x30" TUBS, 2-D/B 24"
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Initials: \_\_\_\_\_

B	2		HAND SINK 18"x18"
C	1		MANITWOC ICE MACHINE & BIN- B570 W/FILTER
D	1		HOBART QUANTUM SCALES
E	1	SE8	BISERBA SLICER
F	2		HOBART HWS W/QUANTUM SCALE
G	1		30"x48" S/S TABLES W/ SHELF
H	1		24"x24" S/S TABLE W/ SHELF
I	1		30"x8" POLY TOP TABLE W/SHELF
J	1		PATTY-O-MATIC PATTY MAKER
K	1		BIRO TUMBLER MARINATER
L	1		30"x8" S/S TABLE W/SHELF
M	1	403	HOBART CUBER
N	1		30"x8" POLY TOP TABLE W/SHELF
O	1	4346	HOBART GRINDER
P	1	5601	HOBART SAW

**Back Room**

A	1	2 ROWS	WAREHOUSE RACKING 63' RUN, 44"x12"TALL
B	1	OF BEAMS	WAREHOUSE RACKING 18' RUN, 44"x12"TALL
C	1	8' BEAMS	WAREHOUSE RACKING 45' RUN, 44"x12"TALL
D	1		TENANT FLOOR SCRUBBER
E	1		MOPIT 2 FLOOR GLEANER
F	1	N/A	AZTEC FLOOR BUFFER, GAS 13 HP
H	3		CROWN HAND PALLET JACKS
I	1	RAM JET	OUTDOOR COMPACTOR
J	1	M60STD	GPI BALER
K	1	V5-HD	SELCO BALER
L	1	MCP1F2A25LV	NISSON 50 FORK LIFT PROPANE
M	1		S/S TABLE 36"x72"
N	6		DUTRO HAND TRUCKS

**Office**

A	6		HP OFFICE PC COMPUTERS
B	1		SHARP 4 DRAWER COPIER
C	1		CANNON LARGE PLOTTER
D	2		HP SMALL PRINTERS
E	1		LARGE CONFERENCE TABLE 36"x16"
F	1		40' FLAT SCREEN TV
G	1		DESK 30"x62
H	20		CHAIRS

**Miscellaneous EQ.**

<b>FREEZER SHELVING</b>			
B	5		ALUM. 3 SHELF RACKS- 20x48
C	5		CANTILEVER 3 SHELF- 24"x48"
<b>MEAT COOLER SHELVING</b>			
E	6		CANTILEVER 3 SHELF- 24"x48"
F	17		ROLLING RACKS FOR PLATTER TRAYS- ALUM.
G	2		U-BOATS NEW
<b>PRODUCE COOLER</b>			
I	12		S/S DUNNAGE RACKS- 12"x30"x48"
J	3		WIRE METRO RACKS 3 SHELVES- 18"x60"
<b>BAKERY COOLER/FREEZER</b>			
L	6		ALUM. 3 SHELF RACKS- 20x48
M	14		BAKERY PAN RACKS ALUM.
N	5		CLOSED STORAGE RACKS
<b>DELI COOLER/FREEZER</b>			
P	2		WIRE METRO RACKS 4 SHELVES- 24"x60"
Q	5		ALUM. 4 SHELF RACKS- 20x48
R	1		ROLLING RACKS FOR PLATTER TRAYS- ALUM.

Initials: \_\_\_\_\_