RECORDING REQUESTED BY

Fidelity Title

2014 011480

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2014 FEB 27 AM 9: 07

MICHAEL B. BROWN RECORDER

NAME

Regional Development Company

AND WHEN RECORDED MAIL TO

ADDRESS

1757 Thornapple Circle

CITY &

STATE

Valparaiso, IN 46385

Attn: Laura Tavitas

5237575010 HIGH CUL 3940 LLC

THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT ("Agreement") is dated this 14th day of February, 2014, by and between First Financial Bank, ("Third Party Lender") whose address is 450 W. Lincoln Highway, Schererville, IN 46375 and Regional Development Company, ("CDC") whose address is 1757 Thornapple Circle, Valparaiso, IN 46385.

Document is TRECITALS CIAI

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 #: 5237575010

SBA Loan Name: HIGH CUL 3940 LLC

HIGH RE 3940 LLC

Operating Company (if any): HIGH CUL 3940 LLC

Third Party Loan Amount: \$1,161,114.58 Term of Third Party Loan: 10 Years

If Real Property -- Project Property Address:

3940-3950 Ridge Road Street address:

City, State, Zip code: Highland, IN 46322

Attach Legal description as an exhibit "A".

FIDELITY NATIONAL TITLE COMPANY 92013-3263 5

SBA Form 2287 (7-2013) Previous Editions Obsolete 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 "B". All equipment, fixtures and furniture.

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. <u>Subordination of 504 Loan</u>. 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. <u>Waiver of Provision Not to Encumber Common Collateral</u>. 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. <u>Compliance with 504 Loan Program Requirements</u>. 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. <u>No Open-Ended Features and No Future Advances</u>. 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. <u>No Cross-Collateralization</u>. 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. <u>No Cross-Default</u>. 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. <u>Maturity and Balloon Payments</u>. 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 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. <u>Reasonable Interest Rate</u>. 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 <u>Federal Register</u> and in effect as of the date of this Agreement.

- 6. No Preference. Third Party Lender must not establish a preference beyond its rights as a senior lender on the Third Party Loan without the prior written consent of CDC/SBA. If the Third Party Lender does take additional collateral as security for the Third Party Loan, or otherwise has a preference, 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. (See 13 C.F.R. §120.10 for a definition of preference.)
- 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. <u>Limitation on Default Interest Rate</u>. 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 <u>Federal Register</u>. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

 This Document is the property of
- 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 confirmation that the purchaser has received 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. <u>Liquidation</u>. 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. <u>Waiver of Right to Indemnification by SBA or CDC</u>. 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.
- 12. <u>Bank Regulatory Issues</u>. 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. <u>No Implied Third Party Beneficiaries</u>. 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. <u>Successors and Assigns</u>. 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. <u>Termination</u>: 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. <u>Counterparts.</u> 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. <u>Validity of Provisions</u>. 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. <u>Revision of this Agreement</u>. 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. <u>Authority to Execute Agreement</u>. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

•
LENDER: First Financial Bank
By: Michael Schneider, Market President
Document is
CERTIFIED DEVELOPMENT COMPANY (CDC): Regional Development Company
By: This ocument is the property of the last t
Erica Dombey-Passauer, President
ASSIGNMENT TO SBA
CDC assigns this Third Party Lender Agreement to SBA.
By:
Erica Dombey-Passauer, President, authorized officer of CDC.
Attest: Ju But

Tim Brust, Secretary

STATE OF Indiana)
) ss.
COUNTY OF Lake)

On <u>February 14, 2014</u>, before me, a Notary Public, personally appeared Michael Schneider, Market President of First Financial Bank, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Laura Tavitas, Notary Public

[SEAL]

My commission expires: 6/14/2016 Document is

My county of residence: La Porte

NOT OFFICIAL!

STATE OF Indiana This Document is the property of

thssLake County Recorder!

COUNTY OF Lake

On <u>February 14, 2014</u>, before me, a Notary Public, personally appeared Erica Dombey-Passauer, President and Tim Brust, Secretary of Regional Development Company, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Laura Tavitas, Notary Public

[SEAL]

My commission expires: 6/14/2016 My county of residence: LaPorte

SBA Form 2287 (7-2013) Previous Editions Obsolete

ASSIGNMENT TO SBA

For value received, the Regional Development Company hereby assigns, transfers, and conveys to the United States Small Business Administration all of the Regional Development Company's right, title and interest in the within guaranty.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Laura Tavitas

This document was prepared by Laura Tavitas



EXHIBIT A

Lot 1 in Culver's of Highland, an Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 105 page 84, in the Office of the Recorder of Lake County, Indiana.



Exhibit "B"

(4 pages)

\$6,449.00

\$6,449.00

1 ea REFRIGERATED BUN PREP TABLE

Delfield Model No. 18RC96-C41 Packed: ea

Culvers custom bun prep table consisting of:

-TD96 - 96" Assembly with a 90 degree flush turndown on rear of base 31/5" deep.

-18RC96R - 96" reduced heat rail with self contained compressor on right 115V/60C/14A.

- -(1) 119C Mechanically cooled reduced rail 68
- -(1) 102F 27" 3-high drawr set
- -(1) 103F 24" door hinged left
- -(1) 107E section 2 with additional shelf
- -(1) 103G 27" door hinged right
- -(1) 107E section 3 with additional shelf
- -(1) 127A Solar thermometer
- -(12) 116F Adaptor bar, 12" x 1", located in the drawers
- -(1) -9X-9X Mt. Pleasant accessory,
- *Note: drawers will only accommodate 4.00" pans*
- -(1) 9X--9X Provide with galvanized back
- -(1) 9X-9X Provide with Bumpers on rear of unit.

tem	Qty	Description	Call	C-11 T-4-1
	1 ea		Sell	Sell Total
\	T 69	locument is	\$9,655.00	\$9,655.00
\bigcirc		Leer Limited Partnership Model No. MAXL & MBXL Packed: ea	2	
		Walk-In Cooler / Freezer, 14'-5 1/2" x 19'-3" x 8'-2" High (Floorless),		
		-Both Compartments to be Floorless,		
		-Interior and Exterior to be 26 ga. stucco galvanized, roperty of		•
		-Wall panel to set in vinyl screeds on a wood spacer, corder!		
		-Doors to be flush type, 36" X 78" stucco galvanized,		
		-Spring Loaded Hinges		
		-Heat wire on freezer door only,		
		-16 ga. S/S thresholds,		
		-Heated pressure relief vent in freezer,		
		-Thru ceiling electrical		
		-Stainless Steel kickplates on interior sides of doors		
		-Trim all vertical intersections with building in stucco galvanized,		
		include (2) 2 1/2" X 2 1/2" X 106" pieces of galvalume angle.		
		-24 ga. S/S coved base trim at floor intersections at interior and		
		exposed exterior.		
-	nesc:	RIPTION	/	

DESCRIPTION	UNIT COST	QUANTITY	EXTENDED PRICE
RADIANT P1220 CE TERMINAL SN# 164577, 164932, 164446, 161551	2,495.00	5.00	12,475.00
KPS KIT W/17" LCD DISPLAY SN# K60207, K58779, K58724, K58780 K58716, K57687, K58712, K58433	1,508.00	8.00	12,064.00
RADIANT ENTERPRISE SOFTWARE	5,850.00	1.00	5,850.00

1 ea CULVER'S GRILL

Magikitch'n Model No. CU-MKG60 Packed: ea Griddle CU-MKG60-EL ET NAT CHROME W/ STAND Culver's Griddle, Natural gas, Electronic Ignition, Side Trough, Electronic Thermostat, Chrome Top, Culver's Accessory Kit, Stand w/ Casters, Joining kit

1 ea Natural gas, specify elevation if over 2000 feet

- 1 ea Chrome griddle plate
- 1 ea Stand, s/s with casters, NSF

1 ea LARGE FOUR VAT FRYER BATTERY

\$17,223.00 \$17,223.00

\$7,420.00

\$7,420.00

Pitco Frialator Model No. CFB-4-60-HE
Custom Culver's fryer battery consisting of (2) Supreme Solstice
#SSH60WR and (2) Supreme Solstice #SSH60W-FFFF fryers with drain interlock and rear gas manifold.

Includes Two Year parts and labor warranty on fryers, I-12 and solid state controls, 10 year parts warranty on fryer pots (2 years on labor).

- 1 ea Natural gas
- 1 ea CASTERS Casters
- 1 ea l-12 Intellifry controls on all fryers
- 1 ea Clean out rod, brush, scoop, and cleaning brush
- 1 ea Fish Grid

Document is

- 1 ea Three sets of Triple baskets (9 Total), one set of quad baskets (4 total)
- 1 ea (4) fry pot covers
- 1 ea FD Filter drawer filtration for 4 fryers including filter paper, powder Of and a filter flush hose e Lake County Recorder!

1 ea 4 WELL DIPPING CABINET

\$5,893.00

\$5,893.00

Kiefer Industries Model No. FOUR WELL Packed: ea Custom dipping cabinet, refrigerated. Overall size of unit to be 27" X 48" X 34".

- (4) 10" X 10" X 14" deep refrigerated custard storage tubs
- Raised bucket platform. Platform to be 1" high at front and 3" high at rear
- (1) 6" X 6" X 44" refrigerated topping rail
- 5" swivel casters, front two with brakes
- Three dimensional sloped front
- Front counter edge to match item #80 profile
- 6'-0" cord and plug

1 ea FRONT SERVICE COUNTER

\$6,929.00

\$6,929.00

Kiefer Industries Model No. TWO TONE MAPLE Packed: ea

Custom front counter

TWO TONE MAPLE FINISH

- -Stainless steel body construction with millwork counter facia,
- -1/2" thick solid surface top,
- -Provisions for tile cove base on all four sides, and ceramic tile on the

1 ea DRIVE THRU COUNTERS

Kiefer Industries Model No. 9'-4" LONG Packed: ea Custom Drive Thru Counters:

- -14 ga. S/S top with a 1" X 4" backsplash, verify window frame details with General Contractor
- -(1) 10" X 14" X 10" deep sink with basket strainer
- -3" high drop front edge profile with 3/4" radius corners at top and
- -Doors hinged as shown include removable laminated panels with coved corner S/S frame.
- -(1) 20" X 20" X 5" Drawer Assemblies with removable S/S pan.
- -Adjustable midshelf as shown, Omit midshelf at right end for cash register system components, verify requirements with supplier
- -10" X 10" cutout in the top for trash chute. turn down edges of the opening 2" and weld corners.
- -Provisions in the top and cabinet base for Item #95, 96, 97, 98 and
- -6" high galvanized steel base
- 1 ea Laminated doors in Wilson Art #10745-60 Fonthill Pear Maple,

61 ea SIDE CHAIR

Carroll Chair Model No. 2-371-CV Packed: ea

Masters Dining/Cafe' Chair, contoured wood back w/ 1/2 circle in top,

18 ga. 1-1/4" square tube construction

-2" pulled seat, std.

\$96.00

\$5,856.00

\$6,574.00

\$6,574.00

1 ea REFRIGERATION INSTALLATION

\$11,025.00

\$15,763.00

BOELTER COMPANIES Model No. REFRIG Packed: ea

Refrigeration hookups to include, walkin cooler/ freezer and three property of the Lake County Recorder! head custard machine.

1 ea REFRIGERATED BACK COUNTER

Kiefer Industries Model No. SOUPLEFT Packed: ea

Custom Stainless Steel Back Counter, Refrigerator, and Cold Pan:

- -14ga, Stainless Steel Top with top extension behind Item #75
- -Full length 1" X 4" Rear Splash.
- -Flat top on the right side against the wall.
- -Extend top past cabinet base by 3/4" to scribe space for the top.
- -3" high drop front edge profile with 3/4" radius corners at the top and
- -Three compartment refrigerated base storage section with three
- -Doors hinged as shown including removable laminated panels panels with coved corner S/S frame.
- -Provisions for SIX Cup dispensers to the right of dipping cabinet.
- -Provide a 2 1/2" hole on the back right side of the counter for beverage equipment. Verify size and location with beverage supplier.
- -Adjustable mid-shelves were shown.

Culver's of Highland, IN

Culver's Franchising System, Inc.

Page 22 of 37

\$15,763.00

Culvers C043 Custard Machine

· /	4
/	N.

C043 triple head custard machine

\$29108.00

3-RC 35 remote condensers precharged

included

Faucet

included

Three year parts and labor warranty
Five year compressor /evaporator warranty

included included

Kiefer water trough with control manifold, 4 containers and

front panel Total

\$1122.00 \$30230.00

DECORPORT AND		grand the state of	;
TECHKNOW OCS-300 SYSTEM	UNIT COST	QUANTITY	EXTENDED PRICE
SN# D1319	6,070.00	1.00	6,070.00
<u> </u>	<u> </u>		

Address

Cell Phone

E-Ma

& State

3980 Ridge Rd.

Highland INI 46

Highland, IN 46322

chitownburgers@yahoolcom

708-668,6296

Address 5002 W. 123rd St.

City & State Alsip, II. 60803

Bus Phone 708-233-1472 xxx 0786

25% down Balance due upon

FOB Factory	Date of Installation: / Contract No. 8527C	Customer P	O#
QUANTITY	ITEMS Document is	PRICE	AMOUNT
1 3 1 1	Please check appropriate box: Taylor FlavorBurst Henny Penny Perfect Fry Model No Co43 w/faucets Serial No Co43 w/Co43: RC35 Compressors - Serial # C-75.1 Water trough & 4 containers C-75.2 Front panel Taylor Model #441 208/60/3/Air - Serial # Kiefer equipment has a 1 year parts and labor warranty Trade-In: Model Serial No PRICE INCLUDES START UP & TRAIN AND/OR INSTALLATION 3 yr Labor Warranty on Co43 & RC35's - 2 year on 441 3 yr Parts Warranty on Co43 & RC35's - 2 year on 441 5 Coast Compressors Serial No Coast Compressors Serial No Coast C	Plus Freight To local Distributor	\$28,505.00 <u>5,563.45</u> \$34,068.45
n Number	Unit Ordered Shipped Back Ordered	Price	. Де

*

C043 208603 EACH 28,505.00 28,505.00 TAYLOR MODEL #C043 Whse: 001 Serial Number: M3013101 EACH 0 0.00 0.00 TAYLOR MODEL #RC35 Whse: 001 Serial Number: M2125694 Serial Number: M2125695 Serlal Number: M2125696 C-75.1 EACH 0.00 0.00 WATER TROUGH & CONTAINER Whise: 001 C-75.2 **EACH** 0.00 0.00 FRONT PANEL Whse: 001 441 208603A EACH 0 5,563.45 5,563.45 Whse: 001 **TAYLOR SHAKE MASTER 441** Serial Number: M3013099