IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
SMALLHOLD, INC.,[1]	Case No. 24-10267 (CTG)
Debtor.	**Objection Deadline: July 3, 2024 at 4:00 pm (ET)** **Hearing Date: August 22, 2024 at 10:00 am (ET)** **Re: D.I. 180**

CAMBER ROAD PARTNERS, INC.'S OBJECTION TO DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

Camber Road Partners, Inc. ("**Camber Road**"), by and through its undersigned counsel, hereby submits this Objection ("**Objection**") to the First Amended Plan of Reorganization ("Plan") filed by Smallhold, Inc. ("**Debtor**") pursuant to sections 1129(a)(3) and 1129(a)(11) of title 11 of the United States Code ("**Bankruptcy Code**"), and respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the requested relief pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. Camber Road consents to entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory bases for the relief requested in the Motion is sections 1129(a)(3) and 1129(a)(11) of the Bankruptcy Code.

[1] The last four digits of the Debtor's federal tax identification number are 8880. The Debtor's mailing address is 285 Nostrand Avenue #1066, Brooklyn, NY 11216.

BACKGROUND[2]

4. The Debtor was founded in 2017 by Adam DeMartino and Andrew Carter, and produced specialty mushrooms that were grown in indoor environments, which it sold to grocery stores. *See* D.I. 8 at 2. The Debtor had 4 "farms" located in Brooklyn, New York, Austin, Texas, Buda, Texas and Vernon, California. *Id*.

5. Monomyth, LLC ("**Monomyth**") was an investor and minority shareholder of the Debtor until shortly before the bankruptcy. On February 7, 2024, Monomyth purchased the shares of another minority investor, Sage Hill Partners, thereby acquiring a 90.77% interest in the struggling Debtor, and assumed control of the Debtor.[3] *Id*. § 1.3; D.I. 8 ¶ 9.

6. On February 18, 2024 (the "**Petition Date**"), Monomyth caused the Debtor to commence a voluntary case under subchapter V of chapter 11 of title 11 of the Bankruptcy Code in this Court. Although the Debtor purports to continue to operate its business as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor has surrendered all of its leased real and personal property to lessors, abandoned any personal property that it owned, and, on information and belief, has no further active farming operations effective as of March 28, 2024. Monomyth terminated 100 of the Debtor's employees, and only has 5 current, postpetition employees. Now, the Debtor's sole business is purchasing mushrooms from third-party vendors, and reselling them (at a loss) to grocery stores, including Whole Foods.

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[2] The facts related to Camber Road's Lease are set forth in the Declaration of Ryan Hartung attached as **Exhibit A**.

[3] James Dunn is the Chairman of the Board of Directors of the Debtor, CEO of the DIP Lender, and principal of Monomyth. This irregular combination puts Mr. Dunn in the position to control all aspects of the Debtor, the DIP Lender, and this case, without oversight given no committee has been appointed in this subchapter V case.

Camber Road's Lease

7. Camber Road is an equipment lessor and creditor of the Debtor. Camber Road's claim comprises approximately 50% of the total general unsecured claims in this case.

8. On October 13, 2020, Camber Road and the Debtor executed Lease Agreement Number SHJ101320 (the "**Lease Agreement**"), pursuant to which Camber Road purchased substantial equipment and related items selected by the Debtor and leased the equipment and related items to the Debtor.

9. On March 1, 2023, the Debtor executed Lease Schedule No. 002R, issued pursuant to the Lease Agreement, which identifies certain equipment Camber Road leased to the Debtor and the monthly charges due thereon.

10. On October 25, 2023, the Debtor executed Lease Schedule No. 003R, issued pursuant to the Lease Agreement, which identifies certain additional equipment Camber Road leased to the Debtor and the monthly charges due thereon.

11. On November 30, 2023, the Debtor executed Lease Schedule No. 004, issued pursuant to the Lease Agreement, which identifies certain additional equipment Camber Road leased to the Debtor and the monthly charges due thereon. The Lease Agreement, Lease Schedule No. 002R, Lease Schedule 003R, and Lease Schedule 004 collectively comprise and are referred to as the "**Lease**."

12. The equipment identified in the Lease (the "**Equipment**") had an original value of over $6.4 million, comprises nearly 3,000 items which Camber Road delivered to the Debtor at the Debtor's four separate indoor farm locations: Vernon, California; Brooklyn, New York; Austin, Texas; and Buda, Texas. Camber Road has subsequently learned that the Debtor moved some of Camber Road's New York Equipment prepetition without Camber Road's knowledge and consent and in violation of the Lease to a storage unit in Brooklyn, New York.

13. The Debtor filed a motion to reject the Lease effective as of March 28, 2024 (the "**Lease Rejection Date**"). The Court entered a lease rejection order on April 22, 2024 [D.I. 138].

14. Camber Road holds an administrative expense claim for unpaid post-petition rent in the amount of $359,073.47 [D.I. 202] and an unsecured claim in an amount exceeding $5 million (after subtracting the security deposit which Camber Road applied after entry of the Court's Order granting Camber Road's Motion for Relief From Stay to Effectuate Setoff of Security Deposit [D.I. 171], and adding in prepetition rent, and the value of the missing Equipment as permitted by the terms of the Lease).

Camber Road's Efforts to Reclaim Its Equipment

15. Immediately after the Lease Rejection Order was entered, Camber Road began communicating with the Debtor's former landlords to arrange for Camber Road to gain access to the landlords' premises to inspect Camber Road's Equipment, remove moveable Equipment, and obtain appraisals for the removal of installed Equipment.

16. On or about April 18, 2024, Camber Road inspected the Vernon, California facility and found that several items of moveable Equipment were missing. Camber Road learned that the Debtor had abandoned the premises, leaving behind rotting organic material that the landlord removed using Camber Road's forklift. After the landlord had cleared the debris left by the Debtor, the landlord stored the forklift in its own warehouse for safekeeping, and later surrendered it to Camber Road. Still missing from the Debtor's former Vernon, California facility are the following items of moveable Equipment which the landlord has advised Camber Road it did not remove:

Item	Value
Fork Extensions	$327.09
Pallet Jack Scale	$1,887.48
Track Shelving Kits and Storage Units	$17,145.86
Strapping kit with tensioner, crimper, seals, and cart	$383.84
30 Industrial Monitors	$6,545.64
VacPak Floor Model Chamber Vacuum Packing Machine	$3,756.39

2 exhaust hoods	$251,010.55
Floor scrubber	$58,024.22
Miscellaneous Controls	Unknown
TOTAL VALUE OF MISSING EQUIPMENT IN VERNON, CA	**$339,081.07**

17. On or about April 18, 2024, Camber Road also inspected the Buda, Texas facility, and again found that several items of moveable Equipment were missing. These items include:

Item	Value
3 Zone, 60 tray Commercial Dehydrator (2), Mesh Dehydrators (60)	$8,670.26
Fleck 5900 SXT Water Softener and Filters	$6,930.16
Harvest Saver Dehydrator	$21,548.29
Hardware items, including bandsaw, compressor, drill bits	$2,772.06
2-Zone, 32 Tray Vertical Commercial Dehydrator	$1,934.66
Miscellaneous Controls	Unknown
TOTAL VALUE OF MISSING EQUIPMENT IN BUDA, TX	**$41,855.45**

18. Camber Road obtained an estimate of $300,000 to remove its Equipment that was installed at the Buda, Texas facility. Because the cost to remove the installed Equipment exceeded its resale value, Camber Road abandoned the installed Equipment to the landlord, Sutterwhite, LLC, on May 30, 2024.

19. On or about May 29, 2024, Camber Road inspected the Austin, Texas facility. Approximately $118,000 in Equipment had been delivered to this location. The grow rooms in Austin had been completely disassembled and all moveable Equipment had been removed. The following items of moveable Equipment were missing from the Austin, Texas location:

Item	Quantity	Value
Justrite 22 gallon 2 door, manual, undercounter, acid corrosive chemical cabinet, 35”Wx22”Dx35”H, Blue	1	$802.99
Yale 3,000 LB Forklift Model Glc030bfnuae082	1	$4,715.00
Poly Shelving Casters and Epoxy Shelves	7	$1,995.16
Epoxy Heavy-Duty Shelving	40	$5,386.57
Uline Welded Steel Flat Shelf Cart 38 x 18 x 35”	1	$2,940.17
Uline Industrial Pallet Truck – 48 x 27” - Blue	1	$0.00
Uline Standard Tilt Truck – ½ Cubic Yard - Gray	1	$0.00
Rubbermaid Tilt Truck Lid – ½ Cubic Yard - Black	1	$0.00
Poly Casters For Wire Shelving Units	20	$0.00
Hydrofogger Humidifier	2	$970.00

Barr, Inc. Used 10'1" x 13'6" x 10'6"H (Irregular shape) Custom Cooler, Walk-in Cooler, Unit includes cam-lock panels with 3.5" thick walls & 5" thick ceilings with urethane insulation. Stucco white interior / exterior finish. Unit has (1) 48" x 84" hinged swing door (1), New 5'x7' Clear Verilon 8" x .080" strip curtain with universal mount (1), Used 1hp Bohn outdoor condensing unit. 3ph 208-230v (1), Used Russell evaporator. Mod: AG24-85B. 1ph 115v. Thermostat and expansion valve not included.	3	$12,802.00
Regency 24" x 42" NSF Green Epoxy 5-Shelf Kit with 74" Posts (1), Regency 24" x 54" NSF Green Epoxy 5-Shelf Kit with 74" Posts (1), Regency 24" x 60" NSF Green Epoxy 5-Shelf Kit with 74" Posts (3), Regency 24" x 72" NSF Green Epoxy 5-Shelf Kit with 74" Posts (1), Regency 5" Polyurethane Stem Shelving Casters - 4/Set (22), Regency 24" x 42" NSF Green Epoxy Wire Shelf (1), Regency 24" x 54" NSF Green Epoxy Wire Shelf (1), Regency 24" x 60" NSF Green Epoxy Wire Shelf (3), Regency 24" x 72" NSF Green Epoxy Wire Shelf (1), Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit - 3200 lb. (16)	3	$7,381.73
Model GDM-72 True 3 Door Merchandiser Refrigerator, S/N 6983408	4	$2,240.25
True 3 Door Merchandiser Refrigerator, S/N 1-2923129, 4637232	5	$3,888.25
Model GDM-72 True 3 Door Merchandiser Refrigerator, S/N 1-3874223	1	$2,034.25
Regency 5" Polyurethane Stem Shelving Casters - 4/Set (28), Regency 24" x 60" NSF Green Epoxy 5-Shelf Kit with 74" Posts (3), Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit - 3200 lb. (25)		$7,535.23
Kason – LED 4' Cooler / Freezer Light, Model 11810LX4000	10	$2,240.00
"Regency 30" x 96" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Unders	2	$584.41
Load Trail Model LT5754 2021 Scissor Lift Dump Trailer	1	$8,746.00
Pure Flow 1000 Eyewash Station Model H-1297 and Pure Flow 1000 Saline Cartridge 2/Carton	2	$1,269.54
Corrosive Safety Cabinet - Manual Doors, 30 Gallon Model H-3775M	1	$899.54
TOTAL VALUE OF MISSING EQUIPMENT IN AUSTIN, TX		**$66,431.09**

20. On May 21, 2024, Camber Road inspected the Debtor's former location at 32-34 Taaffe Place, Brooklyn, New York. The grow rooms had again been completely disassembled and removed from the premises, and all of Camber Road's moveable Equipment had been removed except a single forklift, which Camber Road reclaimed. Camber Road was advised that the Debtor had previously moved the Taaffe Place Equipment to a storage unit in Brooklyn.

21. On or about June 6, 2024, Camber Road was finally able to meet with the Debtor's representative and inspect the storage unit in Brooklyn. It was approximately the size of a box truck and contained all the wall panels of the Taffee Place grow room, but which were damaged and of no resale value. No other Equipment was salvageable.

22. The Lease required the Debtor to insure the value of Camber Road's Equipment from loss, destruction, and theft. The Debtor failed to procure the required insurance, thus depriving Camber Road of its ability to recoup the value of the missing Equipment from an insurer.

Camber Road's Unauthorized, Postpetition Going Out of Business Sale in California

23. In early June 2024, the Vernon, California landlord provided Camber Road with photographs taken by one of its employees that show "going out of business" sale signs located outside the Vernon, California facility on March 18, 2024, just 10 days before the lease was rejected and the location surrendered to the landlord. *See* Hartung Decl., Ex. 5. The Debtor has asserted that its former employees, upon hearing that the location was closing, sold items, including paper products, and generated approximately $2,000 to fund an employee party. There has been no testimony offered regarding the sale, exactly what was sold, or verifying that none of Camber Road's Equipment was sold by the employees.

DIP Financing and Control by Monomyth

24. The Debtor, now controlled by Monomyth, sought to approve DIP financing from an affiliated entity, Monomyth Sponsor Group, LLC ("**DIP Lender**") [D.I. 69]. The Debtor borrowed the sum of $900,000, at the rate of 17%, and with a 1% commitment fee. Through May 31, 2024, the Debtor had drawn $509,000 of the $900,000 available under the DIP facility. *See* D.I. 197.

25. Monomyth, through the Debtor, has now proposed a Plan that would repay itself as the DIP Lender, allow Monomyth to retain its 90.77% equity interest in the Debtor, and leave

almost nothing for unsecured creditors. A meager $50,000 is proposed to be distributed to unsecured creditors holding collective claims of over $10 million (50% of which is Camber Road's). The Debtor's proposed distribution would NOT come from the Debtor's projected income over a three-to-five-year period, but instead is a "carve out" made by the DIP Lender.

26. The Debtor, which once grew and sold mushrooms to grocery stores, is now purchasing mushrooms from third parties, labeling them as the Debtor's own product, and reselling them. The Debtor has no physical locations and no equipment to operate its business. The Debtor's private labeling operation is not profitable.

The Debtor Remains Cash-Flow Insolvent and Has Filed False Monthly Operating Reports

27. The Debtor's reported net cash flows have been significantly lower than its projections. *See* D.I. 135, 160, 187, 188, 197. Net cash flows were reportedly negative from the Petition Date through April 30, 2025, and only $54,922 was generated in May 2024. *See id*. The Debtor projects net cash flow of only $10,000 in June 2024. *See* D.I. 197.

28. These cash flow figures do not account for repayment of the $509,000 borrowed from the insider DIP Lender through May 31, 2024, or the remaining unpaid portion of professional fees incurred in this case, projected to be at least $200,000 in the Debtor's liquidation analysis. *See* D.I. 179-2, 197; *see also* D.I. 98, 118, 151, and 196.

29. Further, the Debtor is not paying its *postpetition* debts as they become due, despite the DIP Financing. Upon information and belief, and based on information provided to Camber Road by Mountain Meadow Mushrooms ("**MMM**"), which supplies mushrooms to the Debtor for resale that are responsible for 65% of the Debtor's revenue, the Debtor has (1) not timely paid MMM, and (2) has submitted false and misleading Monthly Operating Reports. Specifically, on or about March 15, 2024, the Debtor and MMM entered into a distribution agreement on a postpetition basis, on terms that are outside the ordinary course of business and that were not

submitted for approval by the Court, which required (a) MMM to supply approximately $65,000 of mushroom products each week, and (b) the Debtor to pay MMM a 75% deposit two weeks prior to MMM's delivery of mushrooms to the Debtor, and the remaining 25% was to be paid cash on delivery. By May 31, 2024, the Debtor had breached the terms of its agreement with MMM, and owed MMM approximately $69,000. Therefore, the May 31, 2024 Monthly Operating Report [D.I. 197], which shows no postpetition debt except that owed to the DIP Lender, was false.

30. On June 3, 2024, the Debtor reportedly paid a portion of what it owed to MMM but has since incurred over $220,000 in debt to MMM, which it is not able to pay. As a result, MMM has ceased shipping mushrooms to the Debtor.

The Debtor's Former Facilities Have Been or Will Be Taken Over by the Debtor's Vendors

31. Seemingly not coincidentally, the Buda, Texas landlord, which painted itself as a small struggling business that would suffer greatly from the Debtor's termination of its lease, was approached, just days after Camber Road abandoned its installed Equipment, by a mushroom substrate grower to lease the Debtor's former space, that works with or supplies product to the Debtor.

32. Similarly, in Vernon, California, Camber Road has worked to find new prospective tenants for the landlord's space who would not only rent the Debtor's former location but would buy or lease the Camber Road installed Equipment that remains in the Vernon, California facility, but which Camber Road has not abandoned to the landlord. The Debtor is actively negotiating with these prospective tenants/lessees to help support the Debtor's forward operations.

A Private Equity Company Has Approached the Debtor and Proposes to Become A Substitute DIP Lender that Will Support a Plan that Provides Five Times More to GUCs

33. On July 1, 2024, Kapital Partners Holdings, LLC and Kapital 1, LLC submitted a term sheet to the subchapter V trustee, to the Debtor's attorney, and to Camber Road (the "**Kap Term Sheet**"). [Ryan Hartung Decl., Ex. 6]

34. The Kap Term Sheet proposes to support the Debtor through its reorganization, and would provide the Debtor with a replacement DIP facility of $1,250,000 to be used to repay the current DIP Lender, administrative claims, and provide a liquidity runway for the Debtor. It proposes a flat interest rate of 12%, rather than the 17% charged by Monomyth.

35. The Kap Term Sheet also proposes to provide $250,000 to general unsecured creditors ("**GUC**"), which is five times more than the Debtor's Plan proposes.

ARGUMENT

36. The Plan is nonconsensual. Section 1191(b) of the Bankruptcy Code allows for a plan to be confirmed on a nonconsensual basis, provided that the requirements of section 1129(a), other than subsections (8), (10), and (15) are satisfied, and the plan does not unfairly discriminate and is fair and equitable with respect to each class of claims or interests that is impaired under, and has not accepted, the Plan. 11 U.S.C. § 1191(b). The Debtor bears the burden of establishing the Plan's compliance with 11 U.S.C. §§ 1129(a) and 1191 by a preponderance of the evidence. *See In re Exide Techs*., 303 B.R. 48, 58 (Bankr. D. Del. 2003).

37. Under 1191(a), the fair and equitable requirement imposes a projected disposable income requirement, a feasibility finding, and appropriate remedies if payments are not made. Here, the Plan does not satisfy those requirements.

38. The Plan is objectionable because it (1) fails to include all the Debtor's disposable income as part of distributions to creditors, (2) unfairly discriminates against administrative expense claimants, (3) was not proposed in good faith, and (4) is not feasible.

A. The Plan Fails to Include All Disposable Income of the Debtor.

39. Section 1190(a)(2) of the Bankruptcy Code requires a debtors' plan to "provide for the submission of all or such portion of the future earnings or other future income of the debtor to the supervision and control of the trustee as is necessary for the execution of the plan." 11 U.S.C. § 1190(2). A nonconsensual plan cannot be confirmed unless it is fair and equitable. 11 U.S.C. § 1191(b). In order to be considered "fair and equitable," a plan must:

> provide[] that all of the projected disposable income of the debtor to be received in the next 3-year period, or such longer period not to exceed 5 years as the court may fix, beginning on the date that the first payment is due under the plan will be applied to make payments under the plan.

Id. § 1191(c)(2)(A). Disposable income is defined as "the income that is received by the debtor and that is not reasonably necessary to be expended … for … the payment of expenses necessary for the continuation, preservation, or operation of the business of the debtor." 11 U.S.C. § 1191(d)(2).

40. The Plan, however, fails to provide all disposable income to making payments under the Plan because it fails to include or contemplate future earnings or future income of the Debtor.

41. The Debtor may earn more revenue or incur lower expenses than currently projected, and the Plan should ensure that any excess goes toward the Plan funding. Accordingly, the Plan must provide that general unsecured creditors are to be paid the ***greater of*** the Debtor's projected disposable income or its actual disposable income. Denying creditors the benefit of such future actual disposable income is inequitable and creates a windfall for the Debtor, which is

operated by a private equity firm that acquired a 90% interest in the Debtor only days before the Petition Date and is also serving as the Debtor's DIP Lender. *See In re Staples*, 2023 WL 119431, at *3 (M.D. Fla. Jan. 6, 2023) (affirming bankruptcy court's confirmation order requiring debtor to file reports on, and distribute, actual disposable income if it exceeds projected disposable income). *But see In re Packet Constr., LLC*, 2024 WL 1926345, at *8 (Bankr. W.D. Tex. Apr. 30, 2024) (no general rule requiring "true up" to actual income and circumstances of case did not require "true up" if actual income exceeded projected income).

42. The Plan also fails to provide sufficient information or evidence for creditors or the Court to determine whether the proposed three-year plan payment period is fair and equitable under sections 1191(b) and (c)(2)(A), or whether there is reason for the Court to fix a longer plan payment period not to exceed five years under section 1191(c)(2)(A). *See In re Trinity Fam. Prac. & Urgent Care PLLC*, 2024 WL 2704056, at *22 (Bankr. W.D. Tex. May 24, 2024) (finding insufficient evidence for the Court to determine whether the three-year plan payment period is fair and equitable under § 1191(b) and (c)(2)(A) or whether to fix a longer plan payment period not to exceed five years under § 1191(c)(2)(A)). In this regard, it is noteworthy that the Debtor projects a significant rise in disposable income in year three of the plan. In the first full year of the plan, the Debtor projects a total of approximately $39,000 of annual disposable income; by year two, this figure grows to nearly $69,000; and in year three projected disposable income is approximately $430,000. Thus, based on year three's projections, and even without taking into account possible additional growth in disposable income, if the plan payment period were 5 years, the Debtor would have close to an additional $860,000 to distribute to creditors. And that amount may be substantially higher after factoring in projected growth.

B. The Debtor's Plan Unfairly Discriminates Against Camber Road.

43. The Plan unfairly discriminates against the postpetition administrative expense claims held by vendor-creditors and prefers the postpetition administrative expense claims held by the Debtor's professionals. As a result, Plan confirmation must be denied.

44. The Plan asserts that it will be funded by the proceeds realized from the Debtor's operations over a three-year period. The Debtor shows projected disposable income through the fourth quarter of 2027 of $555,866, and proposes that another $50,000 of cash will be injected buy the DIP Lender, for a total of $605,866 of projected available disposable income. After repaying the DIP facility, $442,866 remains for the payment of claims. *See* D.I. 179-2.

45. The Debtor proposes to pay "Admin (Legal / KSS)" $350,000 but does not contemplated or provide for payment of any other administrative expense claims.[4]

46. Camber Road holds an administrative expense claim in the amount of $359,073.47.

47. A review of the claims register shows the total administrative expense claims (other than professional fee claims) exceed $676,000 as of the date of this Objection.The Debtor's Plan provides for $350,000 to be allocated to payment of administrative expense claims asserted by "Admin (Legal / KSS)". However, the Plan does not provide for similar payment of postpetition administrative expense claims of other creditors, such as Camber Road and others who continued to provide the Debtor with post-petition goods and services but who were not paid. As a result, the Plan unfairly discriminates against the administrative claims held by vendors, and prefers the Debtor's professionals and possibly other administrative expense claimants.

[4] The Debtor's attorneys have submitted fee applications totaling $371,716.50 through May 31, 2024. [D.I. 98, 118, 151, 196]

C. The Debtor's Estate is Administratively Insolvent.

48. As shown in Section B, above, after payment of the DIP Lender's claim, the Debtor's budget reflects only $442,866 remaining to pay other creditors. Total administrative expense claims of the Debtor's professionals and postpetition trade vendor claims total more than $1 million. As a result, the Debtor's estate is administratively insolvent.

49. The Debtor has insufficient funds in its financial projections [D.I. 179-2] to allow it to pay the administrative claims of professionals and of vendor-creditors, in full, as required by 11 U.S.C. §§ 1129(a)(9)(A) and 1191(e) which requires full payment through the plan of administrative expenses allowed under section 503(b).

D. The Plan Was Not Proposed In Good Faith.

50. Section 1129(a)(3) of the Bankruptcy Code requires a plan to be "proposed in good faith and not by any means forbidden by law." 11 U.S.C. § 1129(a)(3). The Debtor cannot satisfy this requirement.

51. The Debtor has submitted false and misleading Monthly Operating Reports. Its May 31, 2024 Monthly Operating Report [D.I. 197] falsely states that the Debtor has paid all of its bills on time [D.I. 197, Section 1, ¶ 3] and that the Debtor's only debt that it incurred post-petition that has not been paid is that which is owed to the DIP Lender [D.I. 197, Section 3, ¶ 24 and Ex. E], when, in fact, at the end of May 2024, the Debtor owed over $69,000 to MMM, and owes postpetition rent to Camber, and, on information and belief, postpetition rent to certain landlords or other amounts to vendors.

52. The failure to pay an important postpetition trade vendor that provides product comprising 65% of the Debtor's gross revenue, is not only indicative of the poor state of the Debtor's financial affairs, but the omission of this fact indicates that the Debtor is not acting in good faith by failing to disclose material facts related to its business and the chapter 11 case.

53. Additionally, as discussed above, Monomyth positioned itself to control the Debtor immediately prepetition, became the Debtor's DIP lender, and has or is negotiating with vendors and/or landlords to come back into possession of its former leased premises and, effectively, take and use Camber Road's equipment for free.

54. The Debtor was clear that its reason for filing a bankruptcy petition was solely to reject leases. Yet, it also knew, and asserted to Camber Road, that the costs for Camber Road to remove its installed equipment would be significantly higher than the value of said equipment. This required Camber Road to abandon the installed equipment to the landlords. Immediately after the abandonment, conveniently, mushroom substrate growers have started appearing seeking to relet the premises from landlords so they can begin working with the Debtor on a forward basis using Camber Road's installed equipment without paying for it.

55. Confirmation of the Debtor's Plan must be denied as a result of the Debtor's lack of good faith.

E. The Debtor's Plan is Not Feasible.

56. Section 1191(c)(3) of the Bankruptcy Code sets forth the subchapter V feasibility requirement that:

> (A) The debtor will be able to make all payments under the Plan; or
>
> (B)(i) There is a reasonable likelihood that the debtor will be able to make all payments under the plan …

11 U.S.C. § 1191(c)(3)(A-B(i)).

57. The feasibility requirement of section 1191(c)(3) incorporates the feasibility test set forth in section 1129(a)(11), which requires that the Bankruptcy Court determine that the Plan may be implemented and has a "reasonable assurance of success." *In re Indianapolis Downs, LLC,* 486 B.R. 286, 298 (Bankr. D. Del. 2019) (citation omitted).

58. As discussed in Section C, above, the Debtor's budget demonstrates that the Plan is not feasible because the Debtor is administratively insolvent. As a result, confirmation of the Plan must be denied, and the Debtor's case should be dismissed or converted to chapter 7.

F. A Better Alternative Exists That Would Pay Five Times More to GUCs.

59. A new substitute DIP lender has approached the Debtor that would provide better terms and would support a plan that would pay five times more to GUCs. As a result, the Debtor's Plan should be denied at this time to give ample opportunity for consideration of a new Plan that would be more beneficial to creditors.

G. Remedies

60. Section 1191(c)(3)(B) requires that a plan provide appropriate remedies if the debtor does not make required payments under a plan. The Plan does not contain any remedies upon default that would satisfy this requirement.

H. Third-Party Releases Contained in the Debtor's Plan are not Permitted.

61. Camber Road objects to confirmation of the Plan to the extent it seeks to provide releases to third parties including the DIP Lender. On June 27, 2024, the United States Supreme Court issued its opinion in *Harrington v. Purdue Pharma L.P.*, 603 U.S. _____ (2024), holding that the Bankruptcy Code does not allow for the inclusion of nonconsensual third-party releases in chapter 11 plans. Here, Camber Road has already submitted its ballot voting against the Plan, and opting out of third-party releases.

62. To borrow from the United States Trustee's objection to the Debtor's DIP Motion, "the conduct of bankruptcy proceedings not only should be right but must seem right." [D.I. 82, citing *In re Ira Haupt & Co.*, 361 F.2d 164, 168 (2d Cir. 1966).] Here, the Plan benefits the Debtor, the Debtor's insider DIP Lender, the Debtor's counsel, and the Debtor's controlling investor, Monomyth. It does not benefit creditors. As such, the Plan must be denied.

CONCLUSION

For the foregoing reasons, the Court should sustain Camber Road's Objection and deny confirmation of the Plan.

[*Signature follows*]

Dated: July 3, 2024
Wilmington, Delaware

MORRIS NICHOLS ARSHT & TUNNELL LLP

/s/ Matthew B. Harvey
Matthew B. Harvey (No. 5186)
1201 N. Market St., 16th Floor
Wilmington, DE 19801
Tel: (302) 658-9200
mharvey@morrisnichols.com

– and –

WINTHROP & WEINSTINE, P.A.
Cynthia L. Hegarty (A*dmitted pro hac vice*)
225 South Sixth Street
Capella Tower, Ste 3500
Minneapolis, MN 55402
Tel: (612) 604-6570
chegarty@winthrop.com

Attorneys for Camber Road Partners, Inc.

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	Chapter 11
SMALLHOLD, INC.,[1]	Case No. 24-10267 (CTG)
Debtor.	**Re: D.I. 180**

DECLARATION OF RYAN HARTUNG IN SUPPORT OF CAMBER ROAD PARTNERS, INC.'S OBJECTION TO DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION

I, Ryan Hartung, hereby declare as follows:

1. I am a Managing Partner at Camber Road Partners, Inc. ("**Camber Road**"). I submit this declaration in support of Camber Road's Motion for Entry of an Order Allowing Administrative Expense Claim Pursuant to 11 U.S.C. §§ 503(b) and 507(a)(2).

2. On October 13, 2020, Camber Road and the Debtor executed Lease Agreement Number SHJ101320 (the "**Lease Agreement**"), pursuant to which Camber Road purchased substantial equipment and related items selected by the Debtor and leased the equipment and related items to the Debtor. A true and correct copy of the Lease Agreement is attached hereto as Exhibit 1.

3. On March 1, 2023, the Debtor executed Lease Schedule No. 002R, issued pursuant to the Lease Agreement, which identifies certain equipment Camber Road leased to the Debtor and the monthly charges due thereon. A true and correct copy of Lease Schedule No. 002R is attached hereto as Exhibit 2.

[1] The last four digits of the Debtor's federal tax identification number are 8880. The Debtor's mailing address is 285 Nostrand Avenue #1066, Brooklyn, NY 11216.

4. On October 25, 2023, the Debtor executed Lease Schedule No. 003R, issued pursuant to the Lease Agreement, which identifies certain additional equipment Camber Road leased to the Debtor and the monthly charges due thereon. A true and correct copy of the Lease Schedule No. 003R is attached hereto as Exhibit 3.

5. On November 30, 2023, the Debtor executed Lease Schedule No. 004, issued pursuant to the Lease Agreement, which identifies certain additional equipment Camber Road leased to the Debtor and the monthly charges due thereon. A true and correct copy of Lease Schedule No. 004 is attached hereto as Exhibit 4.

6. The equipment identified in the Lease (the "Equipment") had an original value exceeding $6.4 million, and comprises nearly 3,000 items that Camber Road delivered to the Debtor at four separate locations: Vernon, California, Brooklyn, New York, Austin, Texas, and Buda, Texas. Camber Road subsequently learned that the Debtor moved some of Camber Road's New York Equipment prepetition, without Camber Road's knowledge and consent and in violation of the Lease, to a storage unit in Brooklyn, New York.

7. Immediately after the Lease Rejection Order was entered, Camber Road began communicating with the Debtor's former landlords to make arrangements for Camber Road to gain access to the landlords' premises to inspect Camber Road's Equipment, remove moveable Equipment, and obtain appraisals for the removal of installed Equipment.

8. On or about April 18, 2024, Camber Road inspected the Vernon, California facility and found that several items of moveable Equipment were missing. Camber Road learned that the Debtor had abandoned the premises leaving behind rotting organic material that the landlord removed using Camber Road's forklift. After the landlord had cleared the debris left by the Debtor, the landlord stored the forklift in its own warehouse for safekeeping, and later surrendered it to

Camber Road. Still missing from the Debtor's former Vernon, California are the following items of moveable Equipment which the landlord advised Camber Road it did not remove:

Item	Value
Fork Extensions	$327.09
Pallet Jack Scale	$1,887.48
Track Shelving Kits and Storage Units	$17,145.86
Strapping kit with tensioner, crimper, seals, and cart	$383.84
30 Industrial Monitors	$6,545.64
VacPak Floor Model Chamber Vacuum Packing Machine	$3,756.39
2 exhaust hoods	$251,010.55
Floor scrubber	$58,024.22
Miscellaneous Controls	Unknown
TOTAL VALUE OF MISSING EQUIPMENT IN VERNON, CA	**$339,081.07**

9. On or about April 18, 2024, Camber Road also inspected the Buda, Texas facility, and again found that several items of moveable Equipment were missing. These include:

Item	Value
3 Zone, 60 tray Commercial Dehydrator (2), Mesh Dehydrators (60)	$8,670.26
Fleck 5900 SXT Water Softener and Filters	$6,930.16
Harvest Saver Dehydrator	$21,548.29
Hardware items, including bandsaw, compressor, drill bits	$2,772.06
2-Zone, 32 Tray Vertical Commercial Dehydrator	$1,934.66
Miscellaneous Controls	Unknown
TOTAL VALUE OF MISSING EQUIPMENT IN BUDA, TX	**$41,855.45**

10. Camber Road obtained an estimate of $300,000 to remove its Equipment that was installed at the Buda, Texas facility. Because the cost to remove the installed Equipment exceeded its resale value, Camber Road abandoned the installed Equipment to the landlord, Sutterwhite, LLC, on May 30, 2024.

11. On or about May 29, 2024, Camber Road inspected the Austin, Texas facility. Approximately $118,000 in Equipment had been delivered to this location. The grow rooms in Austin had been completely disassembled and all moveable Equipment had been removed. The following items of moveable Equipment were missing from the Austin, Texas location:

Item	Quantity	Value
Justrite 22 gallon 2 door, manual, undercounter, acid corrosive chemical cabinet, 35”Wx22”Dx35”H, Blue	1	$802.99
Yale 3,000 LB Forklift Model Glc030bfnuae082	1	$4,715.00
Poly Shelving Casters and Epoxy Shelves	7	$1,995.16
Epoxy Heavy-Duty Shelving	40	$5,386.57
Uline Welded Steel Flat Shelf Cart 38 x 18 x 35”	1	$2,940.17
Uline Industrial Pallet Truck – 48 x 27” - Blue	1	$0.00
Uline Standard Tilt Truck – ½ Cubic Yard - Gray	1	$0.00
Rubbermaid Tilt Truck Lid – ½ Cubic Yard - Black	1	$0.00
Poly Casters For Wire Shelving Units	20	$0.00
Hydrofogger Humidifier	2	$970.00
Barr, Inc. Used 10'1" x 13'6" x 10'6"H (Irregular shape) Custom Cooler, Walk-in Cooler, Unit includes cam-lock panels with 3.5" thick walls & 5" thick ceilings with urethane insulation. Stucco white interior / exterior finish. Unit has (1) 48" x 84" hinged swing door (1), New 5'x7' Clear Verilon 8" x .080" strip curtain with universal mount (1), Used 1hp Bohn outdoor condensing unit. 3ph 208-230v (1), Used Russell evaporator. Mod: AG24-85B. 1ph 115v. Thermostat and expansion valve not included.	3	$12,802.00
Regency 24" x 42" NSF Green Epoxy 5-Shelf Kit with 74" Posts (1), Regency 24" x 54" NSF Green Epoxy 5-Shelf Kit with 74" Posts (1), Regency 24" x 60" NSF Green Epoxy 5-Shelf Kit with 74" Posts (3), Regency 24" x 72" NSF Green Epoxy 5-Shelf Kit with 74" Posts (1), Regency 5" Polyurethane Stem Shelving Casters - 4/Set (22), Regency 24" x 42" NSF Green Epoxy Wire Shelf (1), Regency 24" x 54" NSF Green Epoxy Wire Shelf (1), Regency 24" x 60" NSF Green Epoxy Wire Shelf (3), Regency 24" x 72" NSF Green Epoxy Wire Shelf (1), Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit - 3200 lb. (16)	3	$7,381.73
Model GDM-72 True 3 Door Merchandiser Refrigerator, S/N 6983408	4	$2,240.25
True 3 Door Merchandiser Refrigerator, S/N 1-2923129, 4637232	5	$3,888.25
Model GDM-72 True 3 Door Merchandiser Refrigerator, S/N 1-3874223	1	$2,034.25
Regency 5" Polyurethane Stem Shelving Casters - 4/Set (28), Regency 24" x 60" NSF Green Epoxy 5-Shelf Kit with 74" Posts (3), Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit - 3200 lb. (25)		$7,535.23
Kason – LED 4’ Cooler / Freezer Light, Model 11810LX4000	10	$2,240.00

"Regency 30” x 96” 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Unders	2	$584.41
Load Trail Model LT5754 2021 Scissor Lift Dump Trailer	1	$8,746.00
Pure Flow 1000 Eyewash Station Model H-1297 and Pure Flow 1000 Saline Cartridge 2/Carton	2	$1,269.54
Corrosive Safety Cabinet - Manual Doors, 30 Gallon Model H-3775M	1	$899.54
TOTAL VALUE OF MISSING EQUIPMENT IN AUSTIN, TX		**$66,431.09**

12. On May 21, 2024, Camber Road inspected the Debtor’s former location at 32-34 Taaffe Place, Brooklyn, New York. The grow rooms had again been completely disassembled and removed from the premises, and all of Camber Road’s moveable Equipment had been removed except a single forklift, which Camber Road reclaimed. Camber Road was advised that the Debtor had previously moved the Taaffe Place Equipment to a storage unit in Brooklyn, New York.

13. On or about June 6, 2024, Camber Road was finally able to meet with the Debtor’s representative and inspect the storage unit in Brooklyn. It was approximately the size of a box truck and contained all of the wall panels of the Taffee Place grow room, but which were damaged and no resale value. No other Equipment was salvageable.

14. The Lease required the Debtor to insure the value of Camber Road’s Equipment from loss, destruction and theft. The Debtor failed to procure the required insurance, thus depriving Camber Road of its ability to recoup the value of the missing Equipment from an insurer.

15. In early June, 2024, the Vernon, California landlord provided Camber Road with photographs taken by of its employees that shows Going Out Of Business signs located outside the Vernon, California facility on March 18, 2024, just 10 days before the lease was rejected and the location surrendered to the landlord. A true and correct copy of the photographs of the Going Out of Business Sale signs are attached hereto as Exhibit 5.

16. Upon information and belief, and based on information provided to Camber Road by Mountain Meadow Mushrooms ("**MMM**"), which supplies mushrooms to the Debtor for resale and is responsible for 65% of the Debtor's revenue, the Debtor has (1) not timely paid MMM, and (2) has submitted false and misleading Monthly Operating Reports. Specifically, MMM has advised Camber Road that on or about March 15, 2024, the Debtor and MMM entered into a distribution agreement on a post-petition basis, on terms that are outside the ordinary course of business and that were not submitted for approval by the Court, which required (a) MMM to supply approximately $65,000 of mushroom products each week, and (b) the Debtor to pay MMM a 75% deposit two weeks prior to MMM's delivery of mushrooms to the Debtor, and the remaining 25% was to be paid cash on delivery. I understand that by May 31, 2024, the Debtor had breached the terms of its agreement with MMM, and owed MMM approximately $69,000. MMM also asserts that it is currently owed over $220,000 by the Debtor, and the Debtor is not able to pay. Accordingly, MMM said it will cease shipping mushrooms to the Debtor.

17. I learned that, days after Camber Road abandoned its installed Equipment to the Debtor's former landlord located in Buda, Texas, a mushroom substrate grower approached the landlord expressing an interest in leasing the Debtor's former space. I understand that this new tenant is an entity that works with or supplies product to the Debtor.

18. Similarly, in Vernon, California, Camber Road has worked to find new prospective tenants for the landlord's space who would not only rent the Debtor's former location but would buy or lease the Camber Road installed Equipment that remains in the Vernon, California facility, but which Camber Road has not abandoned to the landlord. These prospective tenants have advised that they are in direct negotiations with the Debtor to help support the Debtor's forward operations.

19. On July 1, 2024, Kapital Partners Holdings, LLC and Kapital 1, LLC submitted a term sheet to the subchapter V trustee, to the Debtor's attorney, and to Camber Road (the "**Kap Term Sheet**"). A true and correct copy of the Kap Term Sheet is attached hereto as Exhibit 6.

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: July 3, 2024
Minneapolis, Minnesota

/s/ Ryan Hartung
Ryan Hartung

Exhibit 1

Lease Agreement Number SH101320

LEASE AGREEMENT

THIS LEASE AGREEMENT dated October 13, 2020 by and between CAMBER ROAD PARTNERS, INC. ("CRP" or "Lessor") with an office located at 3601 Minnesota Drive; Suite 670, Minneapolis, MN 55435 and Smallhold, Inc. (the "Lessee") with an office located at 33 Carlton Avenue, Brooklyn, NY 11205.

Lessor hereby leases or grants to the Lessee the right to use and Lessee hereby rents and accepts the rights to use the equipment listed by serial number ("Hardware") and software and related services ("Software") on the Lease Schedule(s) attached hereto or incorporated herein by reference from time to time (collectively, Hardware, Software and all related services are the "Equipment"), subject to the terms and conditions hereof, as supplemented with respect to each item of Equipment by the terms and conditions set forth in the appropriate Lease Schedule. The term "Lease Agreement" herein shall include this Lease Agreement and the various Lease Schedule(s) identifying each item of Equipment or the appropriate Lease Schedule(s) identifying one or more particular items of Equipment, as well as any executed Rider(s).

1. **TERM**: This Lease Agreement is effective from the date it is executed by both parties. The term of this Lease Agreement, as to all Equipment designated on any particular Lease Schedule, shall commence on the Installation Date for all Equipment on such Lease Schedule and shall continue for an initial period ending that number of months from the Commencement Date as set forth in such Lease Schedule (the "Initial Term") and shall continue for successive three-month renewal terms thereafter until terminated. The term of this Lease Agreement as to all Equipment designated on any particular Lease Schedule may be terminated without cause at the end of the Initial Term or any successive three-month renewal term thereafter by either party mailing written notice of its termination to the other party not less than sixty (60) days prior to such termination date, and by complying with the return obligations set forth in Section 7 below.

2. **COMMENCEMENT DATE**: The "Installation Date" for each item of Equipment shall be the day said item of Equipment is installed at the Location of Installation identified on the Lease Schedule, ready for use, and accepted in writing by the Lessee. Unless otherwise stated in the Lease Schedule, the "Commencement Date" for any Lease Schedule is the first of the month following installation of all the Equipment on the Lease Schedule, unless the latest Installation Date for any Equipment on the Lease Schedule falls on the first day of the month, in which case that day shall be the Commencement Date. The Lessee agrees to complete, execute and deliver a Certificate(s) of Acceptance to CRP upon installation of the Equipment.

3. **LEASE CHARGES**: The lease charges for the Equipment leased pursuant to this Lease Agreement shall be the aggregate "Monthly Lease Charge(s)" as set forth on each and every Lease Schedule executed pursuant hereto (the aggregate "Monthly Lease Charge(s)" are the "Lease Charges"). Lessee agrees to pay to CRP the Lease Charges in accordance with the Lease Schedule(s), and the payments shall be made at CRP's address indicated thereon. The Lease Charges shall be paid by Lessee monthly in advance with the first full month's payment due on the Commencement Date.

   Prior to the Commencement Date, Lessee shall be obligated to pay monthly "Interim Rent" to CRP on a pro-rata basis for all installed Equipment.

   Upon installation of all the Equipment (thereby triggering the Commencement Date), if the latest Installation Date does not fall on the first day of a month, the Lease Charge for the period from the latest Installation Date to the Commencement Date shall be an amount equal to the "Monthly Lease Charge" divided by thirty (30) and multiplied by the number of days from and including the latest Installation Date to the Commencement Date and such amount shall be due and payable upon receipt of an invoice from CRP.

   Prior to installation of all the Equipment, charges for taxes made in accordance with Section 6 and charges made under any other provision of this Lease Agreement and payable by Lessee shall be paid to CRP at CRP's address specified on the Lease Schedule(s) on the date specified in invoices delivered to Lessee. If payment, as specified above, is not received by CRP on the due date, Lessee agrees to and shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to one and one-half percent (1½%), or the maximum percentage allowed by law if less, of the amount past due ("Late Charges"). Late Charges shall be charged and added to any past due amount on the date such payment is due and every thirty (30) days thereafter until all past due amounts are paid in full to CRP.

4. **DELIVERY AND FREIGHT COSTS**: Lessee shall accept delivery of the Equipment and allow the Equipment to be installed within seven (7) days after delivery. All transportation charges upon the Equipment for delivery to Lessee's designated Location of Installation are to be paid by Lessee. Any and all expenses necessary to place the Equipment at the Location of Installation are to be promptly paid by Lessee.

5. **INSTALLATION**: Lessee agrees to pay for the actual installation of the Equipment at the Installation Location. Lessee shall make available and agrees to pay for all costs associated with providing a suitable place of installation and necessary electrical power, outlets and air conditioning required for operating the

Equipment as defined in the Equipment manufacturer's installation manual or instructions. All supplies consumed or required by the Equipment shall be furnished and paid for by Lessee.

6. **TAXES**: In addition to the Lease Charges set forth in Section 3 above, the Lessee shall reimburse CRP for all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any government, agency, province or otherwise upon the Equipment, the Lease Charges or upon the ownership, leasing, renting, purchase, possession or use of the Equipment, whether the same be assessed to CRP or Lessee (the "Taxes"). Lessee's obligation to remit taxes and other non-rent related charges shall be due and payable upon invoice from CRP in accordance with the terms of such invoice. CRP shall file all property tax returns and pay all Taxes when due. Lessee, upon notice to CRP, may, in Lessee's own name, contest or protest any Taxes, and CRP shall honor any such notice except when in CRP's sole opinion such contest is futile or will cause a levy or lien to arise on the Equipment or cloud CRP's title thereto. Lessee shall, in addition, be responsible to CRP for the payment and discharge of any penalties or interest as a result of Lessee's actions or inactions. Nothing herein shall be construed to require Lessee to be responsible for any federal or state taxes or payments in lieu thereof, imposed upon or measured by the net income of CRP, or state franchise taxes of CRP, or except as provided hereinabove, any penalties or interest resulting from CRP's failure to timely remit such tax payments.

7. **RETURN TO CRP**: On the day following the last day of the lease term associated with a Lease Schedule (the "Return Date"), Lessee shall cause and pay for all the Equipment (by serial number where serialized) on that Lease Schedule to be de-installed, packed using commercially acceptable packing materials, and shipped to a location designated in writing by CRP (the "Return Location").

   Lessee is responsible for the removal of all information and data contained within the Equipment, including preloaded software licensed to the Lessee, prior to its return. CRP shall have no obligation or liability in respect of any such information or data. In the event Lessee fails to comply with its obligation to remove all information and data as described above, CRP may remove such information and data, and Lessee shall be responsible for all costs incurred by CRP in the removal of such information and data.

   If at least ninety-five percent (95%) of the Hardware and Software (excluding related services) on the applicable Lease schedule (based on the original cost of the Hardware) is not at the Return Location within ten (10) days of the Return Date, then any written notice of termination delivered by Lessee shall become void, and the Lease Schedule shall continue in accordance with this Lease Agreement.

   The returned Equipment shall be complete and in-such condition as will qualify the Equipment for the manufacturer's maintenance agreement service, if available, or, if not available, then in good condition and working order (ordinary wear and tear excepted). Lessee agrees to pay all costs and expenses incurred by CRP to restore the Equipment to the condition described above. Lessee shall have no further right or interest in the Equipment upon its return.

   A return that is missing five percent (5%) or less of the Hardware and Software (excluding related services) does not continue the Lease Schedule past the Return Date, however Lessee is nevertheless still obligated to pay Lessor the Amortized Loss Value (see Section 12 below) for the unreturned Hardware and Software (excluding related services). Payment is due to Lessor within ten (10) days of the Return Date, however, if this payment is not made as prescribed then the Lease Schedule shall continue to another term.

8. **MAINTENANCE**: Lessee, at its sole expense, shall maintain the Equipment in good condition and working order, ordinary wear and tear excepted, and shall operate it safely in a proper environment as defined by the manufacturer and/or supplier and in compliance with all applicable laws and regulations. As it relates to any software, embedded or otherwise, Lessee agrees to comply with the terms of the software license and this Agreement. If the Equipment is not operating according to manufacturer's specification, in good working order and/or certified by the manufacturer as eligible for the manufacturer's standard maintenance agreement, Lessee agrees to reimburse CRP for all costs, losses, expenses and fees associated with such equipment and the repair or replacement thereof.

9. **LOCATION, OWNERSHIP AND USE**: CRP is the sole and exclusive owner of the Equipment and Lessee shall have no right, title or interest therein except as specified in this Agreement. If, for any reason Lessee does acquire title to the Equipment including any Parts thereof, then Lessee shall be deemed to have transferred such title to CRP immediately and will, at its own cost and expense, use all reasonable endeavors to do such further acts and execute such documents as may be necessary to give effect to such transfer. Lessee agrees to protect CRP's ownership against claims arising directly or indirectly from Lessee's possession or use of the Equipment. The Equipment is and shall at all times be and remain personal property and shall not become a fixture or realty. Lessee shall not be entitled to pledge, sell or otherwise burden the Equipment in question, except that Lessee receives title of the Equipment subject to the exercise of a Purchase Option.

   Lessee shall keep the Equipment at all times free and clear from all claims, levies, encumbrances and process. Lessee shall give CRP immediate notice of any such attachment or other judicial process affecting any of the Equipment. Without CRP's written permission, Lessee shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the Location of Installation, any item of Equipment. If any item of Equipment is exchanged, assigned, traded,

swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "New Equipment") without CRP's prior written consent, then all of the New Equipment shall become Equipment owned by CRP subject to this Lease Agreement and the applicable Lease Schedule.

Any feature(s) installed on the Equipment at the time of delivery that are not specified on the Lease Schedule(s) are and shall remain the sole property of CRP.

Lessee shall cause the Equipment to be operated in accordance with the applicable vendor's or manufacturer's manual of instructions by competent and qualified personnel.

To the extent the Equipment is located on property owned by a third-party, Lessee shall obtain written consents from the third-party property owner necessary to provide CRP access to such property necessary to conduct an inspection in accordance with Paragraph 21 below or enforce any rights and remedies provided for under this Lease Agreement, including recovery of the Equipment upon an Event of Default.

10. **FINANCING STATEMENT**: CRP is hereby authorized by Lessee to cause this Lease Agreement or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing CRP's interest in the Equipment. Lessee agrees to execute any such documents as CRP may reasonably request from time to time.

11. **ALTERATIONS AND ATTACHMENTS**: Upon prior written notice to CRP, Lessee may, at its own expense, make minor alterations in or add attachments to the Equipment, provided such alterations and attachments shall not interfere with the normal operation of the Equipment and do not otherwise involve the pledge, assignment, exchange, trade or substitution of the Equipment or any component or part thereof. All such alterations and attachments to the Equipment shall become part of the Equipment leased to Lessee and owned by CRP. If, in CRP's sole determination, the alteration or attachment reduces the value of the Equipment or interferes with the normal and satisfactory operation or maintenance of any of the Equipment, or creates a safety hazard, Lessee shall, upon notice from CRP to that effect, promptly remove the alteration or attachment at Lessee's expense and restore the Equipment to the condition the Equipment was in just prior to the alteration or attachment.

12. **LOSS AND DAMAGE**: Lessee shall assume and bear the risk of loss, theft and damage (including any governmental requisition, condemnation or confiscation) to the Equipment and all component parts thereof from any and every cause whatsoever, whether or not covered by insurance. No loss or damage to the Equipment or any component part thereof shall impair any obligation of Lessee under this Lease Agreement, which shall continue in full force and effect except as hereinafter expressly provided. Lessee shall repair or cause to be repaired all damage to the Equipment. In the event that all or part of the Equipment shall, as a result of any cause whatsoever, become lost, stolen, destroyed or otherwise rendered irreparably unusable or damaged (collectively, the "Loss") then Lessee shall, within ten (10) days after the Loss, fully inform CRP in writing of such a Loss and pay to CRP the following amounts: (i) the Monthly Lease Charges (and other amounts) due and owing under this Lease Agreement at the time of the Loss, plus (ii) one-hundred (100%) percent of the original cost of the Equipment subject to the Loss if the Loss occurs in the first nine months of the Initial Term, and, thereafter, the original cost of the Equipment amortized by the subsequent Monthly Lease Charges received by CRP during the Initial Term using an amortization rate of eight hundred and fifty (850) basis points over the interest rate of the three (3) year United States Treasury Note as reported by the Federal Reserve on the Commencement Date ("Amortized Loss Value") (collectively, the sum of (i) plus (ii) shall be the "Casualty Loss Value" or "CLV"). Upon receipt by CRP of the Casualty Loss Value for the Equipment subject to a Loss: (i) the applicable Equipment shall be removed from the Lease Schedule; and (ii) Lessee's obligation to pay Lease Charges associated with the applicable Equipment shall cease. CRP may request, and Lessee shall complete, an affidavit(s) that swears out the facts supporting the Loss of any item of Equipment. Notwithstanding the preceding, if Lessee has provided notice to terminate the applicable Lease Schedule prior to informing CRP in writing of a Loss and such Loss is not covered by insurance proceeds pursuant to Section 13 hereof, then Lessee shall pay two (2) times the Casualty Loss Value on the Equipment subject to such Loss.

13. **INSURANCE**: Until the Equipment is returned to CRP or as otherwise herein provided, whether or not this Lease Agreement has terminated as to the Equipment, Lessee, at its expense, shall maintain: (i) property and casualty insurance insuring the Equipment for its Casualty Loss Value naming CRP or its assigns as sole loss payee; and (ii) comprehensive public liability and third-party property insurance naming CRP and its assigns as additional loss payees. The insurance shall cover the interest of both CRP and Lessee in the Equipment, or as the case may be, shall protect both CRP and Lessee in respect to all risks arising out of the condition, delivery, installation, maintenance, use or operation of the Equipment. All such insurance shall provide for thirty (30) days prior written notice to CRP of cancellation, restriction, or reduction of coverage. Lessee hereby irrevocably appoints CRP as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on the Equipment. Prior to installation of the Equipment, all policies or certificates of insurance shall be delivered to CRP by Lessee. Lessee agrees to keep the Equipment insured with an insurance company which is at least "A" rated by A.M. Best. The proceeds of any loss or damage insurance shall be payable to CRP, but CRP shall remit all such insurance proceeds to Lessee at such time as Lessee either (i) provides CRP satisfactory proof that the damage has been repaired and the Equipment has been restored to good working order and condition or (ii) pays to CRP the Casualty Loss Value. It is understood and agreed that any payments made by Lessee or its insurance carrier for loss or damage of any kind whatsoever to the Equipment are not made as accelerated rental payments or adjustments of rental, but are made solely as indemnity to CRP for loss or damage of its Equipment.

14. **ENFORCEMENT OF WARRANTIES**: Upon receipt of a written request from Lessee, CRP shall, so long as this Lease Agreement is in force, take all reasonable action requested by Lessee to enforce the Equipment manufacturer's warranties, expressed or implied, issued on or applicable to the Equipment, which are enforceable by CRP in its own name. CRP shall obtain for Lessee all service furnished by manufacturer in connection therewith; provided, however, that CRP shall not be required to commence any suit or action or resort to litigation to enforce any such warranty unless Lessee shall first pay to CRP in advance all expenses in connection therewith, including attorneys' fees.

15. **WARRANTIES, DISCLAIMERS AND INDEMNITY**: CRP DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON CRP'S SKILL OR JUDGEMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES CONTAINED IN THIS LEASE AGREEMENT. LESSEE ACKNOWLEDGES AND AGREES THAT CRP HAS NOT MADE ANY STATEMENT, REPRESENTATION OR WARRANTY RELATIVE TO THE ACCOUNTING OR TAX ENTRIES, TREATMENT, BENEFIT, USE OR CLASSIFICATION OF THE LEASE AGREEMENT OR ASSOCIATED LEASE SCHEDULES. LESSEE ACKNOWLEDGES THAT IT AND/OR ITS INDEPENDENT ACCOUNTANTS ARE SOLELY RESPONSIBLE FOR (i) ANY AND ALL OF LESSEE'S ACCOUNTING AND TAX ENTRIES ASSOCIATED WITH THE LEASE AGREEMENT AND/OR THE LEASE SCHEDULES AND (ii) THE ACCOUNTING AND TAX TREATMENT, BENEFITS, USES AND CLASSIFICATION OF THE LEASE AGREEMENT OR ANY LEASE SCHEDULE. CRP SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY LESSEE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH CRP'S FAILURE TO PERFORM ITS OBLIGATION HEREUNDER.

Lessee agrees that CRP shall not be liable to Lessee for, and Lessee shall indemnify, defend and hold CRP harmless with respect to, any claim from a third party for any liability, claim, loss, damage or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including software, whether or not detectable by Lessee; (iii) the selection, manufacture, rejection, ownership, lease, possession, maintenance, operation, use or performance of any item of Equipment, including software; (iv) any interruption or loss of service, use or performance of any item of Equipment, including software; (v) patent, trademark or copyright infringement; or (vi) any loss of business or other special, incidental or consequential damages whether or not resulting from any of the foregoing. Lessee's duty to defend and indemnify CRP shall survive the expiration, termination, cancellation or assignment of this Lease Agreement or a Lease Schedule and shall be binding upon Lessee's successors and permitted assigns.

16. **EVENT OF DEFAULT**: If any of the following events occur it shall be an "Event of Default" by Lessee:

a) Lessee fails to pay in full any amount under this Agreement when due and such failure continues for a period of seven (7) days after written notice from CRP;

b) the failure of Lessee to perform any other term, covenant or condition of this Lease Agreement, any Lease Schedule or any other document, agreement or instrument executed pursuant hereto or in connection herewith, which is not cured within seven (7) days after written notice from CRP;

c) Lessee attempts to or does remove, transfer, sell, swap, assign, sublease, trade, exchange, encumber, receive an allowance or credit for, or parts with possession of, any item of Equipment, or allows any other party (not the Lessee) to use the Equipment without CRP's consent.

d) Lessee or any guarantor of this Lease Agreement ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, fails to pay its debts as they become due, offers a settlement to creditors or calls a meeting of creditors for any such purpose, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation;

e) without CRP's consent, (i) Lessee or any guarantor of this Lease Agreement sells, conveys, leases, exchanges or transfers all or substantially all of its assets, or (ii) Lessee or any guarantor of this Lease Agreement merges, consolidates, liquidates, dissolves or combines its assets with any other entity, or otherwise fails to comply with Section 24 below;

f) without CRP's consent, Lessee is acquired by any individual, entity or group of beneficial ownership of 50% or more of either (i) the then outstanding ownership interests of Lessee, or (ii) the combined voting power of the then outstanding voting interests of Lessee entitled to vote generally in the election of directors or managers;

g) any representations or warranties made at any time by Lessee or any guarantor in this Lease Agreement or in any agreement, statement, certificate, financial or credit information provided in connection herewith shall be false or misleading when made;

h) Lessee or any guarantor of this Lease Agreement defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or Lessee or any guarantor of this Lease Agreement defaults under any other agreement now existing or hereafter made with CRP, including an Equipment Purchase Agreement; or

i) the breach or repudiation by any party thereto of any guaranty, subordination agreement or other agreement running in favor of CRP obtained in connection with this Lease Agreement.

17. REMEDIES: Should any Event of Default occur and be continuing, CRP may, in order to protect its interests and reasonably expected profits, with or without notice or demand upon Lessee, pursue and enforce, alternatively, successively and/or concurrently, any one or more of the following remedies:

a) recover from Lessee all accrued and unpaid Lease Charges and other amounts due and owing on the date of the default;

b) recover from Lessee from time to time all future Lease Charges and other amounts as and when becoming due hereunder; by (1) accelerating, causing to become immediately due and recovering the present value of all Lease Charges and other amounts due and/or likely to become due hereunder from the date of the default to the end of the lease term using a discount rate of three (3%) percent; and/or (2) causing to become immediately due and payable and recovering from Lessee the Amortized Loss Value of the Equipment, which Lessee agrees is not a penalty but rather the fair measure of CRP's loss in or damage to CRP's interests in the Equipment caused by Lessee's default hereunder;

c) terminate any or all of the Lessee's rights, but not its obligations, associated with the lease of Equipment under this Lease Agreement;

d) retake (by CRP, independent contractor, or by requiring Lessee to assemble and surrender the Equipment in accordance with the provisions of Section 7 hereinabove) possession of the Equipment without terminating the Lease Schedule or the Lease Agreement free from claims by Lessee which claims are hereby expressly waived by Lessee;

e) require Lessee to deliver the Equipment to a location designated by CRP;

f) forfeit any Security Deposit(s) in full with no offset given against unpaid Lease Charges;

g) proceed by court action to enforce performance by Lessee of its obligations associated with any Lease Schedule and/or this Lease Agreement; and/or

h) pursue any other remedy CRP may otherwise have, at law, equity or under any statute, and recover damages and expenses (including attorneys' fees) incurred by CRP by reason of the Event of Default.

Upon repossession of the Equipment, CRP shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice, at a public or private sale. CRP's pursuit and enforcement of any one or more remedies shall not be deemed an election or waiver by CRP of any other remedy. CRP shall not be obligated to sell or re-lease the Equipment. Any sale or re-lease may be held at such place or places as are selected by CRP, with or without having the Equipment present. Any such sale or re-lease, may be at wholesale or retail, in bulk or in parcels. Time and exactitude of each of the terms and conditions of this Lease Agreement are hereby declared to be of the essence. CRP may accept past due payments in any amount without modifying the terms of this Lease Agreement and without waiving any rights of CRP hereunder.

18. COSTS AND ATTORNEYS' FEES: In the event of any proven Event of Default, default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal or otherwise, whether initiated by CRP or Lessee (or a debtor-in-possession or bankruptcy trustee), which arises out of, under, or is related in any way to this Lease Agreement, any Lease Schedule, or any other document, agreement or instrument executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Lessee, which requires CRP's participation (individually and collectively, the "Claim"), Lessee, in addition to all other sums which Lessee may be called upon to pay under the provisions of this Lease Agreement, shall pay to CRP, on demand, all costs, expenses and fees paid or payable in connection with the Claim, including, but not limited to, attorneys' fees and out-of-pocket costs, including travel and related expenses incurred by CRP or its attorneys.

19. CRP'S PERFORMANCE OPTION: Should Lessee fail to make any payment or to do any act as provided by this Lease Agreement, then CRP shall have the right (but not the obligation), without notice to Lessee of its intention to do so and without releasing Lessee from any obligation hereunder to make or to do the same, to make advances to preserve the Equipment or CRP's title thereto, and to pay, purchase, contest or compromise any insurance premium, encumbrance, charge, tax, lien or other sum which in the judgment of CRP appears to affect the Equipment, and in exercising any such rights, CRP may incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by CRP shall be due and payable by Lessee within ten (10) days of notice thereof.

20. QUIET ENJOYMENT: CRP covenants to Lessee that CRP will not interfere with Lessee's quiet enjoyment of the Equipment and/or Program License during the Term of the Lease so long as no Event of Default shall have occurred.

21. **INSPECTION**: Within seven (7) days after written notice from CRP, Lessee shall permit and, if necessary obtain authorizations for CRP to enter Lessee's premises, the Location of Installation, and/or other location where the Equipment is being held in order to inspect any Equipment and maintenance records. Such inspection shall be conducted during Lessee's normal business hours.

22. **LEASEHOLD IMPROVEMENTS**: Notwithstanding anything to the contrary herein, if Lessee installs any costs onto a Lease Schedule that constitute leasehold improvements, including, but not limited to, ordinary business materials, fixtures, and trade fixtures (the "Improvement") that, at CRP's sole determination, are not readily removable and/or cannot be de-installed for return to CRP without rendering those Improvements irreparably damaged or unusable, or if Lessee's landlord, by operation of law or by the terms of any real estate lease between the landlord and Lessee, will not allow Lessee to de-install such Improvements, then Lessee and CRP agree that if Lessee has provided CRP with timely notice to terminate a Lease Schedule where such Improvements are installed, then Lessee, in addition to all other obligations under the Lease Agreement, shall pay to CRP, in accordance with Section 12 above, the CLV ("Improvement Payment") of all such Improvements on or before the last day of the applicable term. If CRP does not receive the Improvement Payment before the last day of the applicable term, the Lease Schedule will continue according to its terms, and notice to terminate shall be void.

23. **FINANCIAL STATEMENTS**: Lessee agrees to provide CRP or its potential assigns with Lessee's most recent audited (if available) and its most current financial statements upon request. The financial statements will be delivered within five (5) days of CRP's written request.

24. **ASSIGNMENTS**: This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Lessee, however, shall not assign this Lease Agreement or sublet any of the Equipment without first obtaining the prior written consent of CRP and its assigns, if any.

    Lessee acknowledges that the terms and conditions of this Lease Agreement have been fixed in anticipation of the possible assignment of CRP's rights under this Lease Agreement and in and to the Equipment as collateral security to a third party ("Assignee" herein) which will rely upon and be entitled to the benefit of the provisions of this Lease Agreement. Lessee agrees with CRP and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof and to pay thereafter all sums due to CRP hereunder directly to such Assignee if directed by CRP, notwithstanding any defense, set-off or counterclaim whatsoever (whether arising from a breach of this Lease Agreement or not) that Lessee may from time to time have against CRP. Upon such assignment, CRP shall remain obligated to perform any obligations it may have under this Lease Agreement and the Assignee shall (unless otherwise expressly agreed to in writing by the Assignee) have no obligation to perform such obligations. Any such assignment shall be subject to Lessee's rights to use and possess the Equipment so long as Lessee is not in default hereunder.

    In the event that Lessee does not obtain consent from Lessor hereunder, an Event of Default as stated in Section 16 above shall be deemed to have occurred and the recourse due to Lessor from Lessee for said default shall be a payment of the combined remedies set forth in Section 17 (a) + (b)(1) + (b)(2) + (f). Payment shall be due within ten (10) days of a written demand for said payment by Lessor.

25. **SURVIVAL OF OBLIGATIONS**: Lessee's agreements, representations, warranties, and obligations under this Lease Agreement and any Lease Schedule, which by their nature would continue beyond the expiration of this Agreement, shall survive the expiration or termination of this Agreement.

26. **CORPORATE AUTHORITY**: The parties hereto covenant and warrant that the persons executing this Lease Agreement and each Lease Schedule on their behalf have been duly authorized to do so, and this Lease Agreement and any Lease Schedule constitute a valid and binding obligation of the parties hereto. The Lessee will, if requested by CRP, provide to CRP, Certificates of Authority naming the officers of the Lessee who have the authority to execute this Lease Agreement and any Lease Schedules attached thereto.

27. **LANDLORDS' AND MORTGAGEES' WAIVER**: Lessee shall furnish waivers, in form and substance satisfactory to CRP, from all landlords and mortgagees of any premises upon which any Equipment is located.

28. **COPIES**: This Lease Agreement, any Lease Schedule, any Riders, any Certificate of Acceptance, and any other document related thereto may be sent to Lessee by CRP in soft copy format, such as a PDF file. Where Lessee has printed any such document for signature from such soft copy format, Lessee represents and warrants that no changes have been made to the text (including dates and charges). Any such changes are void. Any copy of this Lease Agreement, any Lease Schedule, any Riders, any Certificate of Acceptance, and any other document related thereto made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

29. **MISCELLANEOUS**: This Lease Agreement, the Lease Schedule(s), attached riders and any documents or instruments issued or executed pursuant hereto will have been made, executed and delivered in, and shall be governed by the internal laws (as opposed to conflicts of law provisions) and decisions of, the State of Minnesota. Lessee and CRP consent to jurisdiction of any local, state or federal court located within Minnesota. Venue shall be in Minnesota and Lessee hereby waives local venue and any objection relating to Minnesota being an improper venue to conduct any proceeding relating to this Lease Agreement. At CRP's sole election and determination, CRP may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this Lease Agreement. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING

HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENT.

This Lease Agreement was jointly drafted by the parties, and the parties hereby agree that neither should be favored in the construction, interpretation or application of any provision or any ambiguity. There are no unwritten or oral agreements between the parties. This Lease Agreement and associated Lease Schedule(s) constitute the entire understanding and agreement between CRP and Lessee with respect to the lease of the Equipment superseding all prior agreements, understandings, negotiations, discussions, proposals, representations, promises, commitments and offers between the parties, whether oral or written. No provision of this Lease Agreement or any Lease Schedule shall be deemed waived, amended, discharged or modified orally or by custom, usage or course of conduct unless such waiver, amendment or modification is in writing and signed by an officer of each of the parties hereto. If any one or more of the provisions of this Lease Agreement or any Lease Schedule is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Lease Agreement and any such Lease Schedule will be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intention of the parties. Lessee agrees that neither the manufacturer, nor the supplier, nor any of their salespersons, employees or agents are agents of CRP.

Any notice provided for herein shall be in writing and sent by certified or registered mail to the parties at the addresses stated on page 1 of this Lease Agreement. This Lease Agreement shall not become effective until delivered to CRP at its offices and executed by CRP. If this Lease Agreement shall be executed by CRP prior to being executed by Lessee, it shall become void at CRP's option five (5) days after the date of CRP's execution hereof, unless CRP shall have received by such date a copy hereof executed by a duly authorized representative of Lessee.

This Lease Agreement is made subject to the terms and conditions included herein and Lessee's acceptance is effective only to the extent that such terms and conditions are consistent with the terms and conditions herein. Any acceptance which contains terms and conditions which are in addition to or inconsistent with the terms and conditions herein will be a counter-offer and will not be binding unless agreed to in writing by CRP.

The terms used in this Lease Agreement, unless otherwise defined, shall have the meanings ascribed to them in the Lease Schedule(s).

30. **REPOSSESSION**: LESSEE ACKNOWLEDGES THAT, PURSUANT TO SECTION 17 HEREOF, CRP HAS BEEN GIVEN THE RIGHT TO REPOSSESS THE EQUIPMENT SHOULD LESSEE BECOME IN DEFAULT OF ITS OBLIGATIONS HEREUNDER. LESSEE HEREBY WAIVES THE RIGHT, IF ANY, TO REQUIRE CRP TO GIVE LESSEE NOTICE AND A JUDICIAL HEARING PRIOR TO EXERCISING SUCH RIGHT OF REPOSSESSION.

31. **NET LEASE**: This Lease Agreement is a net lease and Lessee's obligations to pay all Lease Charges and other amounts payable hereunder shall be absolute and unconditional and, except as expressly provided herein, shall not be subject to any: (a) delay, abatement, reduction, defense, counterclaim, set-off, or recoupment; (b) discontinuance or termination of any license; (c) Equipment failure, defect or deficiency; (d) damage to or destruction of the Equipment; or (e) dissatisfaction with the Equipment or otherwise, including any present or future claim against CRP or the manufacturer, supplier, reseller or vendor of the Equipment. To the extent that the Equipment includes intangible (or intellectual) property, Lessee understands and agrees that: (1) CRP is not a party to and does not have any responsibility under any software license and/or other agreement with respect to any software; and (2) Lessee will be responsible to pay all of the Lease Charges and perform all its other obligations under this Lease Agreement despite any defect, deficiency, failure, termination, dissatisfaction, damage or destruction of any software or software license. Except as expressly provided herein, this Lease Agreement shall not terminate for any reason, including any defect in the Equipment or CRP's title thereto or any destruction or loss of use of any item of Equipment.

32. **HEADINGS**: Section headings herein are used for convenience only and shall not otherwise affect the provisions of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be signed by their respective duly authorized representative.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.

"LESSOR"

By: DocuSigned by: Ryan Hartung 9C0F7F4D682E437...

Name: Ryan Hartung

Title: COO

Date: 10/16/2020

Agreed to and Accepted:

SMALLHOLD, INC.

"LESSEE"

By: DocuSigned by: Andrew Carter 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/15/2020

LEASE SCHEDULE NO. 001

This Lease Schedule is issued pursuant to the Lease Agreement Number SH101320 dated October 13, 2020. The terms of the Lease Agreement and the terms and conditions of the Certificate(s) of Acceptance executed pursuant to Lease Schedule 001, including Installation Dates and descriptions and serial numbers of Equipment contained therein, are a part hereof and are incorporated by reference herein. Terms not specifically defined herein shall have the meanings ascribed to them in the Lease Agreement.

LESSOR
Camber Road Partners, Inc.
3601 Minnesota Drive, Suite 670
Minneapolis, MN 55435

LESSEE
Smallhold, Inc.
33 Carlton Avenue
Brooklyn, NY 11205

SUPPLIER OF EQUIPMENT
Various

LOCATION
TBD

Initial Term of Lease from Commencement Date: 24 Months
Lease Commitment Amount: $1,000,000.00
Monthly Lease Charge: $45,763.56
Anticipated Delivery and Installation: October 2020 – February 2020
Projected Commencement Date: March 1, 2021
Security Deposit: Upon Lessee's execution of this Lease Schedule, Lessee shall deliver a security deposit to Lessor in the amount of $91,527.12. If there has been no Event of Default under the Lease Agreement, upon termination of this Lease Schedule in accordance with the Lease Agreement and except as otherwise provided for the Lease Agreement, this security deposit will be returned to Lessee.

EQUIPMENT

MANUFACTURER	QUANTITY	MACHINE/MODEL	EQUIPMENT/DESCRIPTION
Various			**HVAC, Farming & Fogging Equipment**

The cost of Equipment under this Lease Schedule No. 001 shall total $1,000,000.00. The Monthly Lease Charge listed above is calculated based on the agreement that this cost will be comprised of $1,000,000.00 of hardware at a lease rate factor of .045764 per $1.00 and $0.00 of non-hardware costs at a lease rate factor of .045764 per $1.00. The Monthly Lease Charge listed above is calculated based on Lessee's commitment to leasing $1,000,000.00 of Equipment. Should the total cost of the Equipment be more than that indicated above, Lessor and Lessee agree that the Monthly Lease Charge above will be increased to reflect this additional cost upon the Installation Date of the additional Equipment. If the total non-hardware exceeds that indicated above, the hardware portion of the commitment above may be increased, at Lessor's sole discretion, dollar for dollar by the amount of the additional non-hardware. This Lease Schedule No. 001 will Commence on the first of the month following the later of (i) the date the Lessee has satisfied its commitment to install all of the Equipment, as described above; or (ii) Lessor's receipt of Lessee's executed commencing Lease Schedule; however, Lessor may, at its sole discretion, close and Commence this Lease Schedule at an earlier date. A revised Lease Schedule No. 001R to replace this Lease Schedule No. 001 shall be executed by both parties to reflect the actual Equipment cost accepted and the commensurate Monthly Lease Charge. The Monthly Lease Charge will be prorated and charged as Interim Rent between the Installation Date of each item of Equipment and the Commencement Date, as reflected in the Lease Agreement. Interim Rent due prior to the Commencement Date shall not reduce or offset Lessee's post-Commencement Date Monthly Lease Charge obligations hereunder.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Ryan Hartung 9C0F7F4D682E437...

Name: Ryan Hartung

Title: COO

Date: 10/16/2020

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: Andrew Carter 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/15/2020

Rider Number: **001**

Lease Agreement Number: **SH101320**

Lease Schedule Number(s): **ALL**

Lessee Name: **SMALLHOLD, INC.**

Lease Agreement Dated: **October 13, 2020**

MONTHLY LEASE CHARGE ADJUSTMENT RIDER

This Lease Schedule is intended to be a fixed rate lease during the installation period and from the Commencement Date to the end of the term. The three-year treasury rate is an essential part of calculating the Monthly Lease Charge for this Lease Schedule. CRP and Lessee agree the Monthly Lease Charge shall be fixed upon execution of this Lease and should the three-year treasury note increase between the execution of this Lease Schedule and the Commencement Date of such schedule, the Monthly Lease Charge will be adjusted on the Commencement Date to reflect such increase and will then be fixed for the term of this Lease Schedule.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Ryan Hartung 9C0F7F4D682E437...

Name: Ryan Hartung

Title: COO

Date: 10/16/2020

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: Andrew Carter 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/15/2020

Rider Number: **002**

Lease Agreement Number: **SH101320**

Lease Schedule Number: **ALL**

Lessee Name: **SMALLHOLD, INC.**

Lease Dated: **October 13, 2020**

PURCHASE OPTION

Lessee shall have the option to purchase the Equipment in its physical possession and on Lease Schedule No. 001 on the last day of the initial term; or on the last day of any renewal term thereafter. The Equipment may be purchased in whole and not in part, for the then determined mutually-agreed purchase price (plus applicable taxes).

Provided that (i) an Event of Default has not occurred, (ii) Lessor has received all of the Lease Payments, late fees billed and estimated property taxes, if any, due under the Lease Schedule prior to Lessee exercising this option to purchase and (iii) Lessor has received written notice of Lessee's election to exercise said purchase option not less than sixty (60) days prior to the last date of the initial term; or any renewal term of this Lease Schedule, Lessee may exercise their option to purchase the Equipment. If a sale is not consummated, the notice provided to exercise this option shall be accepted as a notice to terminate and return all of the Equipment, and Lessee will return all of the Equipment on this Lease Schedule in accordance with the Lease Agreement. If Lessee does not return all of the Equipment or Lessor has not received all sums due to satisfy the purchase of the Equipment by the end of the lease term, Lease Schedule 001 will continue in accordance with the Lease Agreement.

Lessee will receive title to the Equipment free and clear of all known liens only after Lessee has performed all of its obligations associated with the Lease Agreement and Lessor has been paid all sums due or becoming due under both this purchase option and the Lease Agreement, including, whether billed or not, all lease payments, taxes and late fees. Lessor shall retain all monies received in association with the Lease Schedule including all rent, taxes, security deposits and monthly lease payments and Lessee hereby waives any right to offset these monies against the costs associated with the exercise of this purchase option. Any sales or use tax due and not paid on these monies shall be added to the purchase price above.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

DocuSigned by:
By: Ryan Hartung
9C0F7F4D682E437...

Name: Ryan Hartung

Title: COO

Date: 10/16/2020

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

DocuSigned by:
By: Andrew Carter
6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/15/2020

UCC Addendum

This transaction is a true lease and is not intended by the parties as a secured transaction. Filing is only intended to make the true lease a matter of public record. Camber Road Partners, Inc. is the owner of all the equipment contained on this filing and any and all other equipment now or hereafter the subject of any lease agreement or lease schedule by and between the parties and all accessories, attachments, additions, and any substitutions and/or replacement of the equipment contained on this filing or any lease agreement or lease schedule between the parties. The lessee has no rights, expressed or implied, to sell, exchange, encumber, or otherwise dispose of any equipment contained on this filing or any lease agreement or lease schedule by and between the parties. The parties agree that this financing statement covers any and all equipment now or hereafter the subject of any lease agreement or lease schedule by and between the parties, including, but not limited to equipment contained on or subject to Lease Agreement Number SH101320 or any lease schedule executed pursuant thereto, together with all substitutions, replacements, accessions, process, rent, revenue, insurance, and proceeds related to the equipment contained on this filing or any lease agreement or lease schedule by and between the parties.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Ryan Hartung 9C0F7F4D682E437...

Name: Ryan Hartung

Title: COO

Date: 10/16/2020

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: Andrew Carter 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/15/2020

Incumbency Certificate

I, DocuSigned by: Andrew Carter 6DB44E108E3A4D5..., Secretary of Smallhold, Inc., a Delaware Corporation (the "Company") do certify that:

1. The persons whose names, titles and signatures that appear below ("Authorized Person") are duly elected or appointed, qualified and authorized, on behalf of the Company, to execute and deliver any lease agreement and related documents, including, but not limited to, lease schedules, documents, riders, certificates of acceptance by and between Camber Road Partners, Inc. and the Company (collectively, the "Lease Documents");

2. The Company shall be bound by any Lease Document executed and delivered by and Authorized Person;

3. The execution and delivery of any Lease Document is not prohibited by or in any manner restricted by the terms of the Company's certificate of incorporation, its by-laws, or by any loan agreement, indenture or contract to which the Company is a party or under which it is bound; and

4. The signatures below are the true and genuine signatures of the below-named persons:

Authorized Signature: DocuSigned by: Andrew Carter 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Authorized Signature: _____

Name: _____

Title: _____

Authorized Signature: _____

Name: _____

Title: _____

Authorized Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned does hereby execute this Certificate on the 15 day of October, 2020

DocuSigned by: Andrew Carter 6DB44E108E3A4D5...

Corporate Secretary

Exhibit 2

LEASE SCHEDULE NO. 002R
"This Lease Schedule No. 002R replaces Lease Schedule 002."

This Lease Schedule is issued pursuant to the Lease Agreement Number SH101320 dated October 13, 2020. The terms of the Lease Agreement and serial numbers contained on Certificate of Acceptance Numbers 001-001 thru 001-111, 001-113 thru 001-176, and 001-178 thru 001-188 are a part hereof and are incorporated by reference herein.

LESSOR
Camber Road Partners, Inc.
4999 France Avenue S., Suite 216
Minneapolis, MN 55410

LESSEE
Smallhold, Inc.
630 Flushing Avenue, Suite 500
Brooklyn, NY 11206

SUPPLIER OF EQUIPMENT

Various

LOCATION

Various

Initial Term of Lease from Commencement Date: 24 Months
Monthly Lease Charge: $92,177.41
Delivery and Installation: August 2021 – February 2023
Commencement Date: March 1, 2023
Security Deposit: $184,354.82. If there has been no Event of Default under the Lease Agreement, upon termination of this Lease Schedule in accordance with the Lease Agreement and except as otherwise provided for the Lease Agreement, this security deposit will be returned to Lessee.

EQUIPMENT

MANUFACTURER	QUANTITY	MACHINE/MODEL	EQUIPMENT/DESCRIPTION

(See Attachment Schedule A)

The cost of Equipment under this Lease Schedule shall total $2,146,187.92. Interim Rent billed prior to the Commencement Date shall not reduce or offset Lessee's post-Commencement Date Monthly Lease Charge obligations hereunder.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Steve Aronson B12F623C2569498...

Name: Steve Aronson

Title: CEO

Date: 3/1/2023

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 3/1/2023

SCHEDULE A

MFG	PART#	QTY	DESCRIPTION	SERIAL NUMBER
Union Jack	LAC-RB PALLET	2	Large Vented Agricultural Container Royal Blue Pallet Qty 150 Please note: 30 of the LAC's will be Red	
Union Jack	SAC-RB Pallet	2	Small Vented Agricultural Container Royal Blue Pallet: PLEASE NOTE PALLET Qty 180	
Union Jack	S/H	1	Shipping and Handling (lift gate service not included)	
Lone Star Forklift		2	Steel Platform #20SP618-FL-EOD	
Lone Star Forklift		1	Center Platform #20SP618-FL	
Lone Star Forklift		1	Steel Yard Ramp #20SYS7830NU	
Lone Star Forklift		1	Parameter Hand Rail Assembly	
Lone Star Forklift		1	Manufacturer Steel Surcharge	
Lone Star Forklift		1	Professional Installation	
Lone Star Forklift		1	Freight / Delivery	
Hotsy Carlson	860200	1	100FT 3/8" HOSE REEL W/BRACKET	
Hotsy Carlson	154104	1	4’ HOSE 3/8 4500 PSI R2	
Hotsy Carlson	FIT 142440	2	STREET EL, STL 3/8Mx3/8F	
White Cap	39012657	2	G413D .5M DRAINLOK GALVANIZED PERFORATED CLASS C GRATE ACO	
Global Industrial	B875427	1	Justrite 22 Gallon 2 Door, Manual, Undercounter, Acid Corrosive Cabinet, 35"W x 22"D x 35"H, Blue	
Global Industrial		1	Shipping & Handling	
CMA Dismachines	EST-44	1	Energy Mizer® Dishwasher, conveyor type, 44"W x 25-1/8"D x 56- 1/2"H, low temp chemical sanitizing or high temp sanitizing, dual tank design, (3) stage wash process (wash/power rinse/final rinse), (249)	

			racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation, ENERGY STAR®	
CMA Dismachines		1	Machine: 208v/60/3-ph, 55.0 amps, standard	
CMA Dismachines		1	Left-to-right operation	
CMA Dismachines		1	E-TEMP E-TempTM Booster Heater, cULus (top mounted factory installed)	
CMA Dismachines		1	70 degree rise (F), double element	
CMA Dismachines		1	Booster: 208v/60/3-ph, 15.0kW, 42.0 amps	
CMA Dismachines	SL-26	1	Soiled Dishtable, straight design, 26"W x 29"D x 42-3/4"H, left-to-right operation, 16/304 stainless steel top, 8"H backsplash, 20" x 20" x 5" deep pre-rinse sink, 8" OC splash mount faucet holes, 2" basket drain, raised rolled edges on front & side, stainless steel legs & adjustable side bracing, NSF	
CMA Dismachines	CR-48	1	Clean Dishtable, straight design, 48"W x 29"D x 42-3/4"H, left-to- right operation, 16/304 stainless steel top, 8"H backsplash, raised rolled edges on front & side, stainless steel legs & adjustable side bracing, NSF	
CMA Dismachines	12620.00	1	Slanted Rack Shelf, 42"W x 21-1/2"D, stainless steel, wall mounted	
Krowne	17-109WL	1	Krowne Royal Series, pre-rinse Assembly, with add-on faucet, wall mount, 8" centers, spring action flexible gooseneck, 38"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, 2.0 GPM add-on faucet with 12" swing spout, quarter-turn ceramic cartridge valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, includes internal check valves to prevent backflow & cross contamination, NSF (interchangeable with most brands) (ships pre-assembled)	

Climate Solutions		1	Equipment to exhaust chambers outside for T1 Manchaca location including: In-Line Exhaust Fans - Fantech FKD Series Sheet Metal Duct and Plenums Electrical Wiring Conduit Speed Controller	
Ricardo Lopez Construction		1	Materials for 18x18x18 Dock Enclosure Red case 18'x18'x18' 8x10 Roll up door	
Global Industrial	B2254635	4	Non-Returnable/Non-Cancellable - 3-Tier Expandable Shoe Rack - Chrome	
Global Industrial	702908	1	Global IndustrialTM Locker Bench Plastic Laminate Top w/Steel Pedestals, Free Standing, 72x12x18	
Global Industrial			Shipping and Handling	
Ace Mart	SHFP74G	60	SHELVING ABC Procurement Model No. SHFP74G (SHFP74G) 72" Epoxy Coated Post, Each	
Ace Mart	GUSWT3072-416	2	WORK TABLE, STAINLESS STEEL TOP Gusto Model No. GUSWT3072-416 (GUSWT3072-416) 30" x 72" Stainless Work Table. 72" l. x 30" d. x 34" h. Certified NSF	
Ace Mart			Freight	
Global Industrial	B2256583	3	Nexel® Utility Cart, 2 Shelf, Nexelate®, 60"L x 24"W x 39"H, Polyurethane Brake Casters	
Global Industrial	500592	3	Nexel® Stem Casters Set (4) 5" Polyurethane Wheel, 2 With Brakes	
Global Industrial	188CP16	6	Nexel® AH24EP Nexelate® Utility Cart Handle 24" (Priced Each, In A Package Of 2)	
Global Industrial	S2460EP	6	Nexel® S2460EP Nexelate® Wire Shelf 60"W x 24"D	
Uline	H-3607	1	Fork Extensions – 5 x 84"	
Uline			Sales Tax	
Uline			Shipping & Handling	

Global Industrial	244244	1	Global Industrial® Digital Floor Scale With LCD Indicator & Stand, 2,000 lb x 1 lb	
Global Industrial	B1583538	1	OZ Lifting Manual Chain Hoist w/ Std. Overload Protection 1/2 Ton Cap. 10' Lift	
Digi-Key	281-2509-ND	21	CIR BRKR MAG-HYDR 15A 240VAC	
Digi-Key	1866-1441-ND	21	AC/DC CONVERTER 24V 120W	
Digi-Key			Tariff	
Digi-Key			Shipping	
Webstaurant Store	600DUN2448P	3	Regency 24" x 48" x 12" Plastic Dunnage Rack - 2000 lb. Capacity	
Webstaurant Store	600DUN2460P	12	Regency 60" x 24" x 12" Black Plastic Extra Heavy-Duty Dunnage Rack with Slotted Top - 3000 lb. Capacity	
Webstaurant Store	922T20020	2	Choice 33 3/4" x 21" x 37" Knocked Down 18 Gauge Stainless Steel 2 Shelf Utility Cart	
Webstaurant Store	6006477KD	1	Regency Mat Transport and Wash Cart	
Webstaurant Store	4612SPN55ABR	2	Metro 2SPN55ABR Super Erecta Brite Two Shelf Heavy Duty Utility Cart with Rubber Casters - 24" x 48" x 39"	
Webstaurant Store	460EGPC74	100	Regency 74" NSF Green Epoxy Mobile Shelving Post	
Webstaurant Store	Shipping	1	Shipping – Common Carrier	
Automation Direct	BX-16TD1	6	BRX discrete output module, 16-point, 12-24 VDC, sinking, 4 isolated common(s), 4 point(s) per common, 0.5A/point.	
Automation Direct	BX-RTB18-1	6	BRX terminal block kit, 180-degree spring clamp. For use with BRX 18-point PLCs.	
Automation Direct	BX-RTB10-1	6	BRX terminal block kit, 180-degree spring clamp	
Automation Direct	BX-RTB08-1	18	BRX terminal block kit, 180-degree spring clamp.	
Automation Direct	DN-R35HS1-2	4	DINnector DIN rail, slotted, 35mm, 15mm height, 1m length, plated steel. Package of 2	
Automation Direct	DN-T12-A	1	DINnector screw single-level eedthrough terminal block, accepts wire size 24-12 AWG, gray, 20A, 600V rated (UL), 35mm DIN rail mount, 100kA SCCR. Package of 100	

Automation Direct	BX-P-ECOMEX	6	BRX communication POM module, MQTT Client, FTP Client, Do-more protocol, EtherNet/IP, Ethernet remote I/O and Modbus TCP, 1 port, (1) Ethernet 10/100Base-T (RJ45) port(s).	
Automation Direct	BX-16TD1	15	BRX discrete output module, 16-point, 12-24 VDC, sinking, 4 isolated common(s), 4 point(s) per common, 0.5A/point.	
Automation Direct	BX-RTB18-1	15	BRX terminal block kit, 180-degree spring clamp.	
Automation Direct	BX-RTB10-1	15	BRX terminal block kit, 180-degree spring clamp.	
Automation Direct	BX-RTB08-1	60	BRX terminal block kit, 180-degree spring clamp.	
Automation Direct	DN-R35HS1-2	8	DINnector DIN rail, slotted, 35mm, 15mm height, 1m length, plated steel. Package of 2.	
Automation Direct	DN-T12-A	4	DINnector screw single-level feedthrough terminal block, accepts wire size 24-12 AWG, gray, 20A, 600V rated (UL), 35mm DIN rail mount, 100kA SCCR. Package of 100.	
Automation Direct	BX-P-ECOMEX	6	BRX communication POM module, MQTT Client, FTP Client, Do-more protocol, EtherNet/IP, Ethernet remote I/O and Modbus TCP, 1 port, (1) Ethernet 10/100Base-T (RJ45) port(s)	
Automation Direct	N1C081004	10	Wiegmann enclosure, NEMA 1, 10 x 8 x 4in (HxWxD), wall mount, carbon steel, ANSI 61 gray, light-textured polyester powder finish, single-door	
Automation Direct	N1P0810	10	Wiegmann subpanel, carbon steel, white, polyester powder coat finish	
Automation Direct	SCE-10N804LP	6	Saginaw enclosure, NEMA 1, 10 x 8 x 4in (HxWxD), wall mount, carbon steel, ANSI 61 gray, polyester powder coat finish, single-door, 1/4-turn semi-flush latch.	
Automation Direct	SCE-10N8MP	17	Saginaw subpanel, carbon steel, white, powder coat finish. For use with SCE-10N804LP and SCE-10N806LP enclosures.	
Automation Direct	EN4SD24208WLG	5	Hammond Eclipse series enclosure, NEMA 3R/4/12, 24 x 20 x 8in (HxWxD), wall mount, carbon steel, RAL 7035 light gray, textured powder coat finish, single-door, 1/4-turn semi-flush latch, polycarbonate window.	
Automation Direct	EP2420	6	Hammond subpanel, carbon steel, RAL 9003 white, powder coat finish.	
Automation Direct	EN4SD24208WLG	14	Hammond Eclipse series enclosure, NEMA 3R/4/12, 24 x 20 x 8in (HxWxD), wall	

			mount, carbon steel, RAL 7035 light gray, textured powder coat finish, single-door, 1/4-turn semi-flush latch, polycarbonate window.	
Automation Direct	EP2420	14	Hammond subpanel, carbon steel, RAL 9003 white, powder coat finish.	
Automation Direct	SCE-10N804LP	11	Saginaw enclosure, NEMA 1, 10 x 8 x 4in (HxWxD), wall mount, carbon steel, ANSI 61 gray, polyester powder coat finish, single-door, 1/4-turn semi-flush latch.	
Automation Direct	SCE-10N8MPP	19	Saginaw subpanel, perforated, carbon steel, white, powder coat finish. For use with SCE-10N804LP and SCE-10N806LP enclosures	
Automation Direct	DN-LAB	1	DINnector marking tag, 5 x 12mm, blank. Package of 500	
Automation Direct	DN-LAB	2	DINnector marking tag, 5 x 12mm, blank. Package of 500	
McMaster-Carr	8054T15	2	Stranded Wire, 300V AC, 18 Gauge, Black Outer Insulation, 50 Feet Long	
McMaster-Carr	8054T15	2	Stranded Wire, 300V AC, 18 Gauge, White Outer Insulation, 50 Feet Long	
McMaster-Carr	8054T15	2	Stranded Wire, 300V AC, 18 Gauge, Green Outer Insulation, 50 Feet Long	
McMaster-Carr	8054T15	2	Stranded Wire, 300V AC, 18 Gauge, Blue Outer Insulation, 50 Feet Long	
McMaster-Carr	7578K46	20	Slotted Wire Duct with Snap-on Cover, Adhesive-Back, 1-1/2" High x 1-1/2" Wide, 6-1/2' Long, Gray	
McMaster-Carr	90116A305	4	316 Stainless Steel Pan Head Phillips Screws, M6 x 1.00 mm Thread, 10mm Long, Packs of 25	
McMaster-Carr	91828A251	1	18-8 Stainless Steel Hex Nut, M6 x 1 mm Thread, Packs of 100	
McMaster-Carr	97985A560	1	Zinc-Plated Steel External-Tooth Lock Washer for M6 Screw Size, 6.4 mm ID, 11 mm OD, Packs of 100	
McMaster-Carr	92000A222	3	Passivated 18-8 Stainless Steel Pan Head Phillips Screws, M4 x 0.7mm Thread, 12mm Long, Packs of 100	
McMaster-Carr	91828A231	3	18-8 Stainless Steel Hex Nut, M4 x 0.7 mm Thread, Packs of 100	
McMaster-Carr	97985A530	3	Zinc-Plated Steel External-Tooth Lock Washer for M4 Screw Size, 4.3 mm ID, 8 mm OD, Packs of 100	
McMaster-Carr	8950A53	4	TiN-Coated High-Speed Steel Drill Bit, 4.5mm Size	

McMaster-Carr	8950A57	4	TiN-Coated High-Speed Steel Drill Bit, 6.5mm Size	
McMaster-Carr		1	Shipping Charges	
Grainger		1	Shipping Charges	
Automation Direct	DN-24J2Y	4	DINnector terminal block jumper, push-in type, 24-pole, orange, 25A, 600V rated (UL).	
Automation Direct	SCE-10N804LP	1	Saginaw enclosure, NEMA 1, 10 x 8 x 4in (HxWxD), wall mount, carbon steel, ANSI 61 gray, polyester powder coat finish, single-door, 1/4-turn semi-flush latch.	
Automation Direct	SCE-10N804LP	5	Saginaw enclosure, NEMA 1, 10 x 8 x 4in (HxWxD), wall mount, carbon steel, ANSI 61 gray, polyester powder coat finish, single-door, 1/4-turn semi-flush latch.	
Automation Direct	DN-24J2Y	4	DINnector terminal block jumper, push-in type, 24-pole, orange, 25A, 600V rated (UL).	
Justrite	892302	1	22 Gallon, 1 Shelf, 2 Doors, Manual Close, Corrosives/Acid Safety Cabinet, Sure-Grip EX Under Counter, Blue	
Eden Growrooms		1	Walk-In Combination: 207ft. 10in. X 23ft. 6in. X 10ft. 4in. - 15 Cooler(s) 0 Freezer(s)	
Eden Growrooms		1	Grow Room: 14'-0" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Grey vinyl screeding by the foot Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 14'-0" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	

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Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		15	2 x 4 Reinforcement for Door Openings	
Eden Growrooms		1	1/2" plywood exterior reinforcement. for door openings	
Eden Growrooms		5	Test assembly, packaging, and handling - 4' x 15' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		12	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms			Shipping & Handling	

Eden Growrooms		15	W2 Wall Panel - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	
Eden Growrooms		1	***FROM JOB 47283 TO SHIP SEPARATE TO BUDA TX***	
Eden Growrooms		1	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Walk-In Combination: 207ft. 10in. X 23ft. 6in. X 10ft. 4in. - 15 Cooler(s) 0 Freezer(s)	
Eden Growrooms		1	Grow Room: 14'-0" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
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Eden Growrooms		1	Plastic Support for Door Opening	

Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	

			Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 14'-0" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -Centered on front 14'-0" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		15	2 x 4 Reinforcement for Door Openings	
Eden Growrooms		1	1/2" plywood exterior reinforcement. for door openings	
Eden Growrooms		5	Test assembly, packaging, and handling - 4' x 15' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		12	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms			Shipping & Handling	
Eden Growrooms		15	W2 Wall Panel - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	
Eden Growrooms		1	***FROM JOB 47284 TO SHIP SEPARATE TO BUDA TX***	
Eden Growrooms		1	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		45	Door Model: RS500 Walk-In Cooler Model (WIC) (Aluminum Frame) Door Width: 048 Inches Door Height: 096 Inches	

			Operator Type: Intelli-Drive Operator (1/6HP, 10:1) - WIC Model (27in/Second Opening Speed) Voltage: 115v Hz: 60 Hz Phase: Single Phase Operator Mount Style: Intelli-Drive Operator (WIC Model) Lead Edge System: Intelli-Drive Lead Edge System (WIC Model) Safety Beam System: Intelli-Drive Safety Beam System (Monitored Version) Tension Pipe Style: Impact Resistant (Foam/Fiberglass) Seal Type: Standard Magnetic (NSF) Door Track Type: ETS Tracks (Egress Track System) Emergency Egress System: ETS (Egress Track System) Interior Sealing Flap: Yes Vision Panel/Window Option: Yes Window Panel/Fabric Material - Front Layer: Anti-Static (White) Panel/Fabric Material - Middle Layer: Clear Panel/Fabric Material - Back Layer: Anti-Static (White) RS Touchless ACT Switch	
Eden Growrooms		1	Walk-In Combination: 207ft. 10in. X 23ft. 6in. X 10ft. 4in. - 15 Cooler(s) 0 Freezer(s)	
Eden Growrooms		1	Grow Room: 14'-0" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Grey vinyl screeding by the foot Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 14'-0" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	

Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, stucco embossed galvalume 26 gauge interior, nsf approved. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco	

			embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	

Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms			Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - Centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" - centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	

			Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 13'-10" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -centered on front 13'-10" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 14'-0" X 23'-6" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Roll Seal 4' x 8' Roll Up Door to be 4'-0" X 8'-0" -Centered on front 14'-0" wall - sill to be 0" Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		15	2 x 4 Reinforcement for Door Openings	
Eden Growrooms		1	1/2" plywood exterior reinforcement. for door openings	
Eden Growrooms		5	Test assembly, packaging, and handling - 4' x 15' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		12	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms			Shipping & Handling	

Eden Growrooms		15	W2 Wall Panel - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	
Eden Growrooms		1	***FROM JOB 47285 TO SHIP SEPARATE TO BUDA TX***	
Eden Growrooms		1	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Walk-In Combination: 92ft. 4in. X 20ft. 8in. X 10ft. 4in. - 6 Cooler(s) 0 Freezer(s)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-10" from right corner on front 15'-6" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco	

			embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco	

			embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-9" from right corner on front 15'-6" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		9	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms	Shipping	1	Shipping and Handling	
Eden Growrooms		1	Walk-In Combination: 123ft. 0in. X 20ft. 8in. X 10ft. 4in. - 8 Cooler(s) 0 Freezer(s)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-10" from right corner on front 15'-6" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	

Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	

Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-8" from right corner on front 15'-4" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-9" from right corner on front 15'-6" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Grey vinyl screeding by the foot	

Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		10	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Grow Room: 15'-8" X 20'-8" X 10'-4" - 4" styrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8" Slide Door to be 4'-0" X 8'-0" - located 5'-10" from right corner on front 15'-8" wall - sill to be 0" Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Test assembly, packaging, and handling - 4' x 11' (white) flat stack skid - shrink wrapped. Includes 6 pieces of full wrap fiber corners.	
Eden Growrooms	Shipping	1	Shipping and Handling	
Jawest	JWS116-M411	51	11.6inch Industrial Monitor Screen and PCBA Drive Board Size:11.6inch, 1920*1080 (16:9) Capacitive Touch The price includes the related cables Voltage suppot DC12V~24V Power adapter support 12V Color: Silver Power Adapter: U.S. Standard	
Jawest			Shipping to United States of America(air special line, 8-15 days)	
Jawest			Handling Charges	
Automation Direct	DN-EB35MN	14	DINnector screw-down end bracket, 9mm wide. Package of 20. For use with 35mm DIN rail	
Automation Direct	DN-EB35MN	4	DINnector screw-down end bracket, 9mm wide. Package of 20. For use with 35mm DIN rail	

Automation Direct	SCE-10N804LP	13	Saginaw enclosure, NEMA 1, 10 x 8 x 4in (HxWxD), wall mount, carbon steel, ANSI 61 gray, polyester powder coat finish, single-door, 1/4-turn semi-flush latch.	
Dycem	CC0120CO	52	CleanZone 8' x 6'6" Cobalt Mat Bldg 10 – Gowning Room Entrance to Production	
Dycem	CC0220GN	65	WorkZone 10' x 6'6" Granite Mat Bldg 10 – Entrance to Packaging (from harvest) – Mat 1	
Dycem	CC0212GN	40	WorkZone 10' x 4' Granite Mat Bldg 10 – Entrance to Packaging (from harvest) – Mat 2	
Dycem	CC0220GN	65	WorkZone 10' x 6'6" Granite Mat Bldg 10 – Entrance to Packaging (from loading dock) – Mat 1	
Dycem	CC0212GN	40	WorkZone 10' x 4' Granite Mat Bldg 10 – Entrance to Packaging (from loading dock) – Mat 2	
Dycem	CC0120CO	52	CleanZone 8' x 6'6" Cobalt Mat Bldg 8 Gowning Room Entrance to Production	
Dycem	CC0220GN	65	WorkZone 10' x 6'6" Granite Mat Bldg 8 Entrance to Packaging (from harvest) – Mat 1	
Dycem	CC0212GN	10	WorkZone 10' x 4' Granite Mat Bldg 8 Entrance to Packaging (from harvest) – Mat 2	
Dycem	CC0220GN	65	WorkZone 10' x 6'6" Granite Mat Bldg 8 Entrance to Packaging (from loading dock) – Mat 1	
Dycem	CC0212GN	10	WorkZone 10' x 4' Granite Mat Bldg 8 Entrance to Packaging (from loading dock) – Mat 2	
Dycem		1	Installation Charges	
Dycem		1	Estimated Shipping Charges	
StarTech	9SIV1DS81V2754	3	CABSHELFV1U 1U Rack Shelf – 10" Deep	
Tripp Lite	9B16-228-062	1	SRW6U 6U SmartRack Wall Mount Rack Enclosure	
Newegg Business		1	Shipping Charges	
Webstaurant Store	600HS12EYE	1	Regency 12" x 16" Wall Mounted Hand Sink with Eyewash Station	
Webstaurant Store	600DT1	3	Regency Twist Handle Wast Valve – 3 1/2"' Sink Opening	

Webstaurant Store	600FW814LL	1	Regency Wall Fount Faucet with 14” Swing Spout and 8” Centers	
Webstaurant Store	5105PR8W14	1	Equip by T&S 5PR-8W14 Wall Mounted 35 ¾” High Pre-Rinse Faucet with 8” Adjustable Centers, 44” Hose, 14” Add-On Caucet, and 6” Wall Bracket	
Webstaurant Store	Freight	1	Freight	
Dycem	CC0120CO	39	CleanZone 6’ x 6’6” Cobalt - Lab Door	
Dycem	CC0120CO	39	CleanZone 6’ x 6’6” Cobalt - Office Door 1	
Dycem	CC0120CO	39	CleanZone 6’ x 6’6” Cobalt - Office Door 2	
Dycem	CC0120CO	39	CleanZone 6’ x 6’6” Cobalt - Office Door 3	
Dycem	CC0120CO	65	CleanZone 10’ x 6’6” Cobalt - Gowning Room to Zone 1	
Dycem	CC0220GN	65	WorkZone 10’ x 6’6” Granite - Roll Up Door Zone 2 to 1 Overall: 10’ x 10’	
Dycem	CC0212GN	40	WorkZone 10’ x 4’ Granite - Roll Up Door Zone 2 to 1 Overall: 10’ x 10”	
Dycem		1	Installation Charges	
Dycem		1	Shipping Charges	
KCS Equipment	KCSD316-24-24-3L	1	Sink, KCS, 3 Comp. 24”x24”x14”D Bowl w/Left Drainboard	
Comet	T6640	81	T6640 - WebSensor with PoE - Temperature + relative humidity + CO2; internal sensor, range 0 to 2.000ppm	
Comet	Shipping	1	Shipping and Handling	
Samsung	HG43NT670UFXZA	2	NT670U Series 43" 4K Ultra HD Hospitality LED TV	0AMY3CPRA00308, 0AMY3CPRA00412
StarTech.com	FPWTLTBAT	2	Low-Profile TV Wall Mount - Tilting - For 37” to 75” Displays	
CDW		1	Shipping Charges	
Cotterman	4EU17	1	13 ft 8 in Steel Fixed Ladder, Forward Exit, 300 lb. Load Capacity	
BRX Do-more	BX-DM1E-18ED13-D	8	PLC, 12-24 VDC required, Ethernet and serial ports, microSD card slot, Discrete Input: 10-point, AC/DC, Analog Input: 1-	

			channel, current/voltage, Discrete Output: 8-point, sinking, Analog Output: 1-channel, current/voltage	
ACO	SP/740-1-1	50	K100 Sloped Precast Polymer Concrete Trench Drain Channel w/galvanized edge 39.37”	
ACO	39012656	50	G411D 1M Drainlok galvanized perforated class C grate	
ACO	39097477	55	Installation Device 4”	
ACO	39096822	10	Universal End Cap K100 Series	
ACO	39091120	5	Sealant 10 oz. tube	
White Cap		1	Shipping Charges	
Ricardo Lopez Construction		2	Roll up door chain install	
Cisco	SF220-24-K9-NA	2	220 Series SF220-24 – Switch – 24 Ports – managed – Rack Mountable	DNI2323066Y, DNI240306A2
Kingston	SDCE/32GB	19	High Endurance – Flash Memory Card – 32 GB – microSDHC UHS-I	
TP-Link	TL-SF1005P	8	Switch – 5 Ports - unmanaged	Y219050000453, Y219050000456, Y219050001189, Y219050001190, Y219050001193, Y219050001196, Y219050001197, Y219050001200
Rice Lake	183592	1	RL-HPJ 5000 x 1lb Pallet Jack Scale Restocked Open Box or used for under 1 week Good to Excellent Condition	
Arlington Scale		1	Shipping Charges	
Rice Lake	183592	1	RL-HP 5000 x 1lb Pallet Jack Scale Restocked Open Box or used for under 1 week, Good to Excellent Condition	
Dycem		1	Delivery Charges	
BRX	BX-P-ECOMEX	9	Communication POM module, MQTT Client, FTP Client, Do-more protocol, EtherNet/IP, Ethernet remote I/O and Modbus TCP, 1 port, (1) Ethernet 10/100Base-T (RJ45) port(s). For use with Ethernet enabled BRX MPUs.	

Tripp Lite	P568-01M-2A	50	HDMI 2.0a Cable High-Speed 4:4:4 Color, 4K @ 60Hz M/M Black 1M	
Linksys	9SIV0Z45DM7627	1	LGS124P 24-Port Business Gigabit PoE+ Switch	
BRX	BX-04DA-2B	1	Analog Output Module, 4-Channel, voltage, 16-bit, output voltage signal range(s) of 0-5 VDC, 0-10 VDC, +/- 5 VDC and +/- 10 VDC, external 24 VDC required	
BRX	BX-RTB10-2	1	Terminal Block Kit, 180-degree screw type. For use with BRX 10-point PLCs, BRX 16-point expansion modules, and all BRX analog and temperature expansion modules. Includes (2) 10-pin 3.8mm terminal blocks	
Webstaurant Store	460EC26	150	Regency 5" Polyurethane Stem Shelving Casters – 4/Set	
Webstaurant Store	460EG2448HDK	50	Regency 24" x 48" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
Webstaurant Store	460EG1860HDK	25	Regency 18" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
Webstaurant Store	460EG1860HD	50	Regency 18" x 60" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
Webstaurant Store	460EG1848HDK	25	Regency 18" x 48" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
Webstaurant Store	460EG1848HD	50	Regency 18" x 48" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
Webstaurant Store	460EG2460HD	100	Regency 24" x 60" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
Webstaurant Store	460EG2460HDK	50	Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
Webstaurant Store	460EG2448HD	100	Regency 24" x 48" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
BRX	BX-12TR	12	Relay Output Module, 12-point, 12-48 VDC/24-240 VAC, (12) Form A, 3 isolated common(s), 4 point(s) per common, 2A/point. Requires BX-RTB08, BX-RTB08-1 or BX-RTB08-2 terminal block kit or ZIPLink pre-wired cables	
Ricardo Lopez Construction		1	Roll-Up Door Fix, Red Canopy on Top of Doors	

BRX	BX-12TR	45	Relay Output Module, 12-point, 12-48 VDC/24-240 VAC, (12) Form A, 3 isolated common(s), 4 point(s) per common, 2A/point. Requires BX-RTB08, BX-RTB08-1 or BX-RTB08-2 terminal block kit or ZIPLink pre-wired cables	
Spectrum		1	350kW Standby 320kW Prime Skid Mounted Diesel Generator Set powered by a Detroit S60 12.7L Engine, 60Hz, 1800rpm, 3 phase, 208V reconnectable to 240v or 480V with 3864 hours, enclosed with 831-gallon skid base tank	0630093
US Water Systems	140-95-210-M	1	Fleck 9500 SXT Twin-alternating Water Softener with (2) 21" x 62" Tanks with 7 Cu/Ft Resin each Tank; 24" x 50" Brine Tank (800 lbs)	
US Water Systems	300-H-4520-10-KIT	2	4.5" x 20" Big Blue Filter Housing Kit – 1"	
US Water Systems	550-USWPF-4520-05	2	4.5" x 20" 5 Micron Pleated Sediment Filter	
US Water Systems		1	Shipping Charges	
AWI Manufacturing	FD4-41SPSC	8	12"x12"x6"D Square Top Drain w/4" SCH10 Outlet, Standard Perforated Basket, Standard Solid Cover, T304 SS	
AWI Manufacturing		1	Freight Charges	
Automation Direct	DN-G8-10	27	DINnector Screw Grounding Terminal Block, accepts wire size 22-8 AWG, green and yellow, 35mm DIN rail mount, 10kA SCCR. Package of 10. Use to mechanically and electrically connect wires to 35mm DIN ral through the clamping foot.	
Remcon Plastics Incorporated	015001236101027	30	Locker 36" w/shelf and drain	
Remcon Plastics Incorporated	05109MOUNTKIT	8	Plastic Locker Mounting Kit	
Remcon Plastics Incorporated		1	Freight Charges	
Vertiv Liebert	PST5	1	660VA 400W UPS with Battery Backup & Surge Protection, Eight Outlets and a Three-Year full unit Warranty (PST5-660MT120)	
USX	MOUNT-TV	25	Wall Mount Monitor Mount Bracket with Adjustable Tilt Swivel for 10 inch to 26 inch LED LCD OLED TVs and Monitors – VESA Size up to 100x100mm and Weight Capacity up to 22lbs-XMS002	
Zulkit	IP67	50	Junction Box Waterproof Electrical Box Hinged Clear Cover Stainless Steel Latch	

			Plastic Enclosure for Project w/Mounting Plate Wall Bracket and 2 Cable Gland, 8.7”x6.7”x4.3”/220x170x110mm	
Henkelman Vacuum Systems	Boxer 52II CombiVac	1	Chamber Vacuum Sealer, Standard Equipped with a Busch Vacuum Pump. Table-Top model is ETL listed and complies with UL, CSA and CE standard. Seal Bar length: 2x16”, Pump capacity: 889 cf/h (25 m^3/h), Machine Cycle: 20-40 sec, standard CombiVac Control System with 20 program memory and Sensor control: max. 99.8%, Soft Air to protect the product and vacuum pouch, Transparent Lid, Deep Drawn Vacuum Chamber, Stainless Steel Interior, and 6 ft. Cord with Nema 5-20P plug. Dimensions: Chamber: 16”x20.5”x7”, Machine: 20.8”x27.5”x17.3”	H0B65210233
Singer M. Tucker		1	Freight charges	
Commercial Dehydrator Systems	R-5A	1	Harvest Saver R5A Basic Harvest Saver Dehydrator (without trays), includes LED Temperature and Humidity Displays, Product tested to NSF/ANSI Standard 4 by UL (UL/EPH Approved), UL/CSA Certified for electrical safety, Temperature range for Ambient (room temp) to 200 degrees F, Integrated Wheel Package for easy mobility and Custom Crate (plywood w/brackets)	21-830
Commercial Dehydrator Systems		2	Set of 14 High Airflow Stainless Steel Trays (UL/EPH Approved) (2” Grid)	
Commercial Dehydrator Systems		28	Liner – Large Mesh plastic grid (for 24” x 38” trays), maximum airflow, food safe	
TP-Link	TL-SF1005P	11	Switch – 5 Ports - unmanaged	Y216017001842, Y216017001844, Y216017001845, Y216017001846, Y216017001848, Y217013000871, Y217013000873, Y217013000875, Y219050000411, Y219050000446, Y219050000450
Automation Direct	DN-G8-10	6	DINnector Screw Grounding Terminal Block, accepts wire size 22-8 AWG, green and yellow, 35mm DIN rail mount, 10kA SCCR. Package of 10. Use to mechanically and electrically connect wires to 35mm DIN ral through the clamping foot.	

Cisco	SF220-24-K9-NA	1	220 Series SF220-24 – Switch – 24 Ports – managed – Rack Mountable	DNI250505EK
Union Jack	LAC-RB PALLET	1	Large Vented Agricultural Container Royal Blue Pallet Qty 140	
Union Jack		1	Shipping Charges	
Cambro	CSMHDTK10000	2	High Density Track Kit, 10', for (3) Camshelving Premium Series High Density mobile units, includes aluminum raised track, stainless steel leveling feet, and hardware (raised track must be secured at both ends with Camshelving stationary unit)	
Cambro	CSMHDTKE6000	2	High Density Track Extension Kit, 6', for Camshelving Premium Series High Density mobile units, includes (2) each aluminum raised tracks and a joiner kit with (2) joiners & hardware	
Cambro	CPU215484V5PKG	4	Camshelving Premium Starter Unit, 21"W x 54"L x 84"H, 5-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (5) vented polypropylene shelf plates with Camguard antimicrobial protection, (2) unassembled post kits (posts constructed of steel with polypropylene exterior), (10) traverses & molded-in dovetails, 800 lbs. capacity per shelf/2,000 lbs. max capacity, speckled gray, NSF	
Cambro	CPHU245475V4480	10	Camshelving Premium High Density Mobile Starter Unit, 24"W x 54"L x 75"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with Camguard antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses, molded-in dovetails, (4) high density casters & (4) high density bumpers, 750 lbs. max capacity, speckled gray, NSF	
Steel Guard	FC 40 NT 12	1	Food Processing Curtain 12' x 20' – USDA Certified PVC Clean Curtain w/All Electronically Welded Seams. Stainless Steel Track Hardware Sold Separately	
Steel Guard	FC 40 NT 12	1	Food Processing Curtain 12' x 18' – USDA Certified PVC Clean Curtain w/All Electronically Welded Seams. Stainless Steel Track Hardware Sold Separately	
Steel Guard	CD 111	1	Curtain HEIGHT – Finished Size	
Steel Guard	CD 121	1	Curtain WIDTH – Finished Size	

Steel Guard	CD 150	1	Solid Transparent Curtain – Material to Be: 40 Mil USDA	
Steel Guard		1	#2 Stainless Steel Grommets Set 12" on Center on Top of the Curtain(s)	
Steel Guard		1	NO Velcro Hook & Loop Attachments	
Steel Guard		1	Stainless Steel. Chain Inserted into Bottom Hem	
Steel Guard		1	Track Shape – L	
Steel Guard		1	20' Run, (1) 18' Run	
Steel Guard		1	Standard Mounting Hardware – Threaded Rod	
Steel Guard	THs ST10*	4	Stainless Steel 10' L, 16 gauge Roller Track	
Steel Guard	THs SC600*	6	Stainless Steel Threaded Rod In-Line Connector	
Steel Guard	THs SR101*	38	Stainless Steel 1" – 2 Wheel Nylon Roller w/Stainless Steel Hook	
Steel Guard	THs SR100*	2	Stainless Steel Roller End Stop	
Steel Guard		1	LTL Freight charges	
Steel Guard		1	6-Year Warranty on Sewn Seams and Heat Welds on Manufacturing Defects & Workmanship	
Steel Guard		1	Limited Lifetime Warranty on Track Hardware	
Gusto	GUSWT3072-416	3	30" x 72" Stainless Work Table. 72" l. x 30" d. x 34" h. Certified NSF	
Ace Mart Restaurant Supply		1	Freight Charges	
Regency	600DUN2460P	10	60" x 24" x 12" Black Plastic Extra Heavy-Duty Dunnage Rack with Slotted Top – 3,000 lb. Capacity	
Regency	600TS3072S	6	30" x 72" 16-Gauge 304 Stainless Steel Commercial Work Table with Undershelf	
Rubbermaid	690FG4528BK	4	FG452088BLA Black Medium Lipped Two Shelf Utility Cart with Ergonomic Handle	
Rubbermaid	6901997371	4	1997371 Heavy Duty 5" Caster Set – 4/Set	
Tor Rey	166LPC40L	2	L-PC 40L 40 lb. Digital Price Computing Scale, Legal for Trade	

Memtech			Rolling curtain Door Sides Only – 1.5" Gap 2 Doors @ 10' T 2 Doors @ 12' T 9 Doors @ 14' T	
Memtech	798466	40 ft.	10' Doors C45.908MIL 120" – 3.0 Assembly 8 Pieces @ 5'	
Memtech	798248	156 ft.	12' & 14' Doors C45.98MIL 144" – 3.0 Assembly 26 Pieces @ 6'	
Memtech	798498	144 ft.	14' Doors C45.98MIL 96" – 3.0 Assembly 36 Pieces @ 4'	
Memtech		1	Freight Charges	
Mendoza Contracting		1	Concrete pad 17 f x 5 f include, Concrete class A, road base fill, steel and labor	
Harvest Panel Systems		1	Harvest Panel Walls 222 LF x 10(H) Interlocking cultivation room panels as per drawing using 4" high-density urethane foam with .26ga white galvalume finish. Panels are 39.6" width	
Harvest Panel Systems		1	Harvest Panel Ceiling Interlocking cultivation room panels as per drawing using 4" high-density urethane foam with .26ga white galvalume finish. Panels are 39.6" width	
Harvest Panel Systems		1	Harvest Panel Doors (2) 8' x 8' Rapid Door with Heavy-Duty Hardware. Forklift sensors included.	
Harvest Panel Systems		1	Trim & Miscellaneous Trim includes aluminum angles 1.1/2" x 1.1/2" x 1/16" x 20'; 1.1/2" x 4" x 1.1/2" x 20' u-channel and flashing. Misc. includes sets #10 white screws; sets of #10 silvers screws. *Silicone, all-thread and uni-strut are not included.	
Harvest Panel Systems		1	Shipping and Handling Charges	
SuperKlean	3600BM-B	2	Hot & Cold Water, Brass, Wall Mounted Mixer-Hose Station with Stainless Hose Rack, Aluminum Mounting Plate, and Ball Valves	
SuperKlean	6000BM-B	4	Single Ball Valve, Wall Mounted Station. Includes Aluminum Mounting Plate, Stainless Steel Hose Rack and Bolts. Brass	
SuperKlean		1	Shipping and Insurance Charges	

Hotsy Carlson	1725	1	Cold Water Pressure Washer - 3.9 GPM @ 2000 PSI, 6HP 460V/3PH, 7.2 AMP Bal dor Electric Motor, Belt Drive Hotsy Triplex Pump w/NESTechnology and Hot Seals with 1700 Series Stainless Steel Base & Cover (Factory Installed)	
Hotsy Carlson		1	Freight Charges	
Hotsy Carlson		1	Labor – Dealer Preparation Charges	
Hotsy Carlson	280717	1	Automatic Start/Stop for 1723, 1724, 1725, 1726, 1743, 1744, 1745, 1746	
Hotsy Carlson	87589810	1	Foam Cannon PF22	
Hotsy Carlson	89045270	1	Wheel Kit w/Rack, Stainless	
Cotterman	4EU17	5	13 ft 8 in Steel Fixed Ladder, Forward Exit, 300 lb. Load Capacity	
Union Jack	Z1513-0750-75-A	2	75 ft. Blue Fortress 300 Wash Down Hose with Microban Antimicrobial Cover (not Food Grade)	
Union Jack	93243-0703US	6	Heavy-Duty Commercial Wash-Down Nozzle Blue + ¾" QuickConnect	
Union Jack	TSH-N-550	1	Heavy-Duty Steel Retractable Hose Reel 50 ft. with hose	
Union Jack	TSH-N-575	5	Heavy-Duty Steel Retractable Hose Reel 75 ft. with hose	
Union Jack	N17	6	Brass Swivel Hose Adapter ¾" GHT	
Union Jack		1	Shipping Charges	
Union Jack	LAC-RB PALLET	3	Large Vented Agricultural Container Royal Blue Pallet (vents on bottom and all four sides) Qty 150	
Union Jack	SAC-RB PALLET	3	Small Vented Agricultural Container Royal Blue (Wavy) Pallet Qty 200	
Climate Solutions		1	Materials to mount four (4) L.E.D. lights evenly spaced in loading dock hallway of warehouse. Scope of work includes install dedicated circuit breaker in warehouse area electrical panel, run conduit and electrical supply wire to each of the four (4) lights, mount and connect on/off switch inside of personnel door in warehouse area then turn on and test for proper function. Exclusions: Any scopy of work not clearly defined above	

McMaster-Carr	5811K22	3	1-5/8” Diameter Stainless Steel Roller Conveyor, 18” Overall Width, 10 ft. Length	
McMaster-Carr	57585K32	6	Stainless Steel Conveyor Stand for 18” Overall Width, 31” to 37” Adjustable Height	
McMaster-Carr	9268K51	24	Conveyor Guide Clamp for 1 Line, 1” Wide, 0.85” High	
McMaster-Carr	9268K713	24	8” High x 3/16” Thick Straight Bracket for Conveyor	
Guardian	G1814	5	Wall Mount Emergency Eyewash Station, Stainless Steel	
Haws	7501	2	Portable Eyewash Station 9 Gallon	
Fantech	FKD 14XL	3	Inline Fans. 14” Round Duct – 2,618 cfm, 115/1/60 motor	
Fantech	FKD 16XL	2	Inline Fans. 16” Round Duct – 4,274 cfm, 115/1/60 motor	
Regency	600DUN2460P	6	60” x 24” x 12” Black Plastic Extra Heavy Duty Dunnage Rack with Slotted Top – 3000 lb. Capacity	
Cambro	214OETR314GY	12	Soft Gray Open End Camrack Tray Rack	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00)	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00)	
PIG	PAK605-WD	1	Economy 2-Drum Poly Spill Containment Pallet with Drain, Holds (2) 55 gal. Steel Drums, 29.9” x 54.6” x 16.8” Sump Capacity 66 gal.	
New Pig Corporation		1	Freight Charges	
Global Industrial	800321	8	Diamond Plate Ergonomic Mat 15/16" Thick 3' x 5' Black	
Global Industrial	184088	1	Wire Mesh Security Cage Locker, 48"Wx24"Dx48"H, Gray, Unassembled	
Global Industrial	184CP88	1	Wire Mesh Door Kit 48"Wx24"Dx48"H	
Global Industrial	270295	1	Laminated Steel Padlock w/Two Keys - Shackle Inside 3/4"W x 2-1/2"H	
Global Industrial	227CP2	1	48” Support Beam/Bracket Kit for Wire Mesh Cage	
Global Industrial	933CP11	5	Wire Mesh Deck 48"Wx24"D	

Global Industrial		1	Shipping and Handling Charges	
Automation Direct	BX-04DA-2B	5	BRX Analog Output Module, 4-Channel, Voltage, 16-bit, Output Voltage Signal Range(s) of 0-5 VDC, 0-10 VDC, +/- 5 VDC and +/- 10 VDC, External 24 VDC required	
Automation Direct	BX-RTB10	5	BRX Terminal Block Kit, 90-Degree screw type. For use with BRX 10-point PLCs, BRX 16-point expansion modules, and all BRX analog and temperature expansion modules. Includes (2) 10-pin 3.8mm terminal blocks	
ULINE	H-3776S	1	Corrosive Safety Cabinet – Self-Closing Doors, 45 Gallon	
McMaster-Carr	9268K104	6	Conveyor Guide, 10 Feet Long Wear Strip, 0.67" Overall Height, Round Profile	
Polysto	PV8F-LG	410	Full Core PVC Skirting (Lead Free) – 2000x80x30mm	
Polysto	PV8F-IN	104	Internal Corner PV8F – 160/160mm	
Polysto	PEGS	10	Installation Pegs Large 100mm (packed per 100 pc)	
Polysto	TB50	69	Blue Tape for HygiSeal 50m Width: 33 mm; Length: 50 m / roll	
Polysto	SM	10	Glatfix Smooth Maker	
Polysto	HYGIGUM	3	HygiGum Cleansing Sponge; set with 10 pieces	
Polysto	HYGICLEAN1	1	HygiClean 1L (bottle + pump) 1L Bottle with Hand Pump Dispenser	
Polysto	WPAL210	1	Fumigated Disposable Pallet: 210x100	
Polysto		1	Airfreight Charges	
Union Jack	LAC-RB	430	Large vented Agricultural Container Royal Blue: Vents on all 4 sides and bottom of tote	
Union Jack	LAC-R	20	Large Vented Agricultural Container Red: Vents on all 4 sides and bottom of tote	
Union Jack	SAC-RB	360	Small Vented Agricultural Container Royal Blue: Original totes design (non-wavy bottom)	
Union Jack		1	Shipping and Handling Charges	

Automation Direct	BX-DMIE-18ED13-D	6	BRX Do-more PLC, 12-24 MDC required, Ethernet and serial ports, microSD card slot, Discrete Input: 10-point, AC/DC, Analog Input: 1-channel, current/voltage, Discrete Output: 8-point, sinking, Analog Output: 1-channel, current/voltage	
New Pig	KIT2300	1	PIG Spill Kit in 20-Gallon High-Visibility Economy Container, Each Absorbs up to 12 gal. Absorbs Oils; Coolants; Solvents; Water; Universal	
New Pig		1	Freight Charges	
AWI Manufacturing		1	Additional Freight Charges for 2nd Delivery	
Kenwood	TK3000	12	UHF 4 Watt 16 Channel ProTalk Handheld Radio	C1917481 C1917482 C1917483 C1917484 C1917485 C1917490 C1917486 C1917487 C1917488 C1917489 C1917557 C1917558
Klein	VALOR	12	OEM Valor Pro Rubberized Remote Speaker Mic	
Ubiquiti Networks	US-Industrial	1	UniFi Industrial Switch, 10-Port Durable Switch with High-Power 802.3bt PoE++	
Ubiquiti Networks	U6-LR-US	2	UniFi 6 Long-Range Access Point, US Model	
ThePoEstore		2	PoE Injector Adapter, PoE+ Injector 30W 10/100/1000 Mbps IEEE 802.3af Compliant, Up to 100 Meters (325 Feet)	
Automation Direct	BX-DMIE-18ED13-D	2	BRX Do-more PLC, 12-24 MDC required, Ethernet and serial ports, microSD card slot, Discrete Input: 10-point, AC/DC, Analog Input: 1-channel, current/voltage, Discrete Output: 8-point, sinking, Analog Output: 1-channel, current/voltage	
Automation Direct	BX-DMIE-18ED13-D	5	BRX Do-more PLC, 12-24 MDC required, Ethernet and serial ports, microSD card slot, Discrete Input: 10-point, AC/DC, Analog Input: 1-channel, current/voltage, Discrete Output: 8-point, sinking, Analog Output: 1-channel, current/voltage	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 4/23/22	

Eden Growrooms		1	Grow Room: Corner Panels – 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint	
Eden Growrooms		1	Ceiling panels: - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	
Eden Growrooms		1	Test assembly, packaging, and handling – 4' x 15' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Cooling Unit Promo Test Assembly, packaging, and handling – 4' x 4' skid	
Eden Growrooms		1	Shipping and Handling Charges	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($99.00) due 3/28/22	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($99.00) due 4/28/22	
Fantech	FKD 8XL	2	Inline Fans. 8" Round Duct – 836 cfm 115/1/60	
Fantech	RPE 10	2	Heavy Duty Rotary Speed Controller with on-off switch. 115 VAC, 10 amp.	
Fantech	FKD 16XL	1	Inline Fans. 16" Round Duct – 4,274 cfm. 115/1/60 motor	
Cambro	CSMHDTK10000	3	TRACK SHELVING KIT High Density Track Kit, 10', for (3) Camshelving Premium Series High Density mobile units, includes aluminum raised track, stainless steel leveling feet, and hardware Packed 1 kt	
Cambro	CSMHDTKE6000	3	TRACK SHELVING, PARTS & ACCESSORIES High Density Track Extension Kit, 6', for Camshelving Premium Series High Density mobile units, includes (2) each aluminum raised tracks and a joiner kit with (2) joiners & hardware Packed 1 kt	

Cambro	CPU215484V5PKG	6	SHELVING UNIT, PLASTIC WITH POLY EXTERIOR STEEL POSTS Camshelving Premium Starter Unit, 21"W x 54"L x 84"H, 5-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (5) vented polypropylene shelf plates with CamguardTM antimicrobial protection, (2) unassembled post kits (posts constructed of steel with polypropylene exterior), (10) traverses & molded-in dovetails, 800 lbs. capacity per shelf /2,000 lbs. max capacity, speckled gray, NSF	
Cambro	CPHU245475V4480	15	SHELVING UNIT, PLASTIC WITH POLY EXTERIOR STEEL POSTS Camshelving Premium High Density Mobile Starter Unit, 24"W x 54"L x 75"H, 4-tier, withstands temperature -36°F (-38°C) to 190°F (88°C), includes: (4) vented polypropylene shelf plates with CamguardTM antimicrobial protection, (2) pre-assembled post kits (posts constructed of steel with polypropylene exterior), (8) traverses, molded-in dovetails, (4) high density casters & (4) high density bumpers, 750 lbs. max capacity, speckled gray, NSF	
Cambro	CPSK2154V5480	3	PLASTIC SHELVING Camshelving Premium Shelf Plate Kit, 21"W x 54"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (5) vented reinforced polypropylene shelf plates with CamguardTM antimicrobial protection & (10) traverses, speckled gray, NSF listed components Packed 1 kt	
Cambro	CPSK2454V5480	6	PLASTIC SHELVING Camshelving Premium Shelf Plate Kit, 24"W x 54"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (5) vented reinforced polypropylene shelf plates with CamguardTM antimicrobial protection & (10) traverses, speckled gray, NSF listed components Packed 1 kt	
TCM	FTB16	1	3 Wheel Electric – 2012 Forklift Truck Upright: 189.3 Down Height: 84 Engine: Electric Capacity: 3500 Tire Type: Cushion	83A01114

			LBR: No	
Global Industrial	241112	1	Strapping Kit w/Tensioner/Crimper/Seals & Cart, 9000'L x ½" Strap Width	
Global Industrial	241114	1	8" x 8" Core Polypropylene Strapping, 9000'L x ½" W x 0.018" Thick, Black	
Global Industrial	241120	1	Pac Strapping Tensioner for ¾" Strap Width Polypropylene & Polyester Strapping, Black & Red	
Global Industrial	241121	1	Strapping Cart for PP & Steel Strapping for ½" Strap Width, Black	
Global Industrial	241116	1	Pack Strapping Thread on Polyester & Polypropylene Strapping Seals, ½" Strap width, Pack of 1000	
Global Industrial	241118	1	Pac Strapping Economy Sealer for ½" Strap Width, Gray	
Carter	MERV 8	1	Gold, HVAC & Furnace Filter, Lifetime Warranty, Washable Electrostatic x 30, 20x25x1	
Cambro	CPSK2154V5480	2	PLASTIC SHELVING Packed 1 kt Camshelving Premium Shelf Plate Kit, 21"W x 54"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (5) vented reinforced polypropylene shelf plates with CamguardTM antimicrobial protection & (10) traverses, speckled gray, NSF listed components	
Cambro	CPSK2454V5480	4	PLASTIC SHELVING Packed 1 kt Camshelving Premium Shelf Plate Kit, 24"W x 54"L, withstands temperature from -36°F (-38°C) to 190°F (88°C), includes: (5) vented reinforced polypropylene shelf plates with Camguard antimicrobial protection & (10) traverses, speckled gray, NSF listed components	
Mission Restaurant Supply		1	Freight Factory with Lightgate to Location Charges	
Uline	H-3746	3	Aluminum Bench without Back – 6'	
Eden Growrooms	Ceiling Panel	1	Additional ceiling panel – 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. 4-C2, 3-C3, 4-C10 and 3-C11	
Eden Growrooms	Shipping & Handling	1	Test assembly, packaging and handling – 4' x 15' x 7' flat stack skid Itl. Includes 4 pieces of full wrap fiber corners	

Ohaus	V22PWE6T AM	4	Valor 2000 High-Performance Food Scale	8342501916 8342512835 8342512839 8342512882
Regency	460EG2460HDK	150	24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3,200 lb.	
Regency	460EG2460HD	225	24" x 60" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00) due 5/28/22	
Mendoza Contracting		1	Expand the concrete pad from 5x17 to 9x25	
Remcon Plastics Incorporation	015701236001027	30	Locker 36" V2 Gray	
Remcon Plastics Incorporation	05109MOUNTKIT	8	Plastic Locker Mounting Kit	
Remcon Plastics Incorporation		1	Freight Charges	
Uline	H-8165	4	Solid Top Rackable Pallet – 48 x 40", 2,200 Lb. Capacity, Blue	
Uline	H-1211	6	Rackable Plastic Pallet – 48 x 40", Black	
Uline	H-2900	1	Uline Industrial Pallet Truck – 48 x 27", Yellow	
Uline	H-2708	1	Uline Industrial Pallet Truck – 48 x 27", Lime	
Uline	H-5387	1	Uline Industrial Pallet Truck – 48 x 27", Red	
Automation Direct	BX-08DA-3	6	BRX Analog Output Module, 8-Channel, Current/Voltage, 16-bit, Output Current Signal Range(s) of 0-20 mA, +/- 20 mA and 4-20 mA, Output Voltage Signal Range(s) of 0-5 VDC, 0-10 VDC, +/- 5 VDC and +/- 10 VDC	
Automation Direct	BX-08DA-3	15	BRX Analog Output Module, 8-Channel, Current/Voltage, 16-bit, Output Current Signal Range(s) of 0-20 mA, +/- 20 mA and 4-20 mA, Output Voltage Signal Range(s) of 0-5 VDC, 0-10 VDC, +/- 5 VDC and +/- 10 VDC	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 5/23/22	

Fast Conveyor	FC22-76943-5	1	7.5' Wide x 45' Long Table Top Conveyor, Washdown, 460v VFD Installed	
Fast Conveyor		1	Freight Charges	
Regency	460EC26	150	5" Polyurethane Stem Shelving Casters – 4/Set	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00) due 6/28/22	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 6/23/22	
Eden Growrooms		1	Grow Room: 12'-0" x 8'-0" x 8'-4" – 4" Extruded Polystyrene, Stucco Embossed Galvalume 26 Gauge Exterior, White Stucco Embossed 26 Gauge Interior, NSF Approved. Includes Touch-up Paint. *NOTE* No Floor	
Eden Growrooms		1	Grey Vinyl Screeding by the Foot	
Eden Growrooms		1	Door, 34 in. x 76 in., Med Temp Inside, without Floor, Hinge Left Centered on Front Length Wall, with Eden Grow Room Logo Includes: (1) Vert-Ergo Handle (1) LED Light (1) LED Thermometer Switch (1) Door Closure (2) Adjustable Spring-Loaded Hinges	
Eden Growrooms		1	Grow Room: 12'-0" x 8'-0" x 8'-4" -4" Extruded Polystyrene, Stucco Embossed Galvalume 26 Gauge Exterior, White Stucco Embossed 26 Gauge Interior, NSF Approved. Includes Touch-up Paint. *NOTE* No Floor	
Eden Growrooms		1	Grey Vinyl Screeding by the foot	
Eden Growrooms		1	Door, 34 in. x 76 in., Med Temp Inside, without Floor, Hinge Left Centered on Front Length Wall, with Eden Grow Room Logo Includes: (1) Vert-Ergo Handle (1) LED Light (1) LED Thermometer Switch (1) Door Closure (2) Adjustable Spring-Loaded Hinges	

Eden Growrooms		1	Test Assembly, Packaging and Handling – 4’ x 8’ 6” x 7’ (White) Flat Stack Skid-Shrink Wrapped. Includes 6 Pieces of Full Wrap Fiber Corners	
Eden Growrooms		1	Test Assembly, Packaging and Handling – 4’ x 11’ (White) Flat Stack Skid-Shrink Wrapped. Includes 6 Pieces of Full Wrap Fiber Corners	
Eden Growrooms		1	Cooling Unit Promo Test Assembly, Packaging and Handling – 4’ x 4’ Skid	
Eden Growrooms		1	Shipping & Handling Charges	
Regency	460EGPC74	80	74” NSF Green Epoxy Mobile Shelving Post	
CMA Dishmachines	EST-44	1	Energy Mizer Dishwasher, conveyor type, 44"W x 25-1/8"D x 56- 1/2"H, low temp chemical sanitizing or high temp sanitizing, dual tank design, (3) stage wash process (wash/power rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation, Machine: 480v/60/3-ph, 24.0 amps, Right-to-left operation, E-TEMP E-Temp Booster Heater, cULus (top mounted factory installed), 70 degree rise (F), double element, Booster: 480v/60/3-ph, 18.0kW, 22.0 amps	
CMA Dishmachines		1	Vent Hood, with 4" x 16" vent & damper control (set of 2)	
CMA Dishmachines	SR-36	1	Soiled Dishtable, straight design, 36"W x 29"D x 42-3/4"H, right-to-left operation, 16/304 stainless steel top, 8"H backsplash, 20" x 20" x 5" deep pre-rinse sink, 8" OC splash mount faucet holes, 2" basket drain, raised rolled edges on front & side, stainless steel legs & adjustable side bracing, NSF	
CMA Dishmachines	CL-60	1	Clean Dishtable, straight design, 60"W x 29"D x 42-3/4"H, right- to-left operation, 16/304 stainless steel top, 8"H backsplash, raised rolled edges on front & side, stainless steel legs & adjustable side bracing, NSF	

Krowne	17-109WL	1	Krowne Royal Series, pre-rinse Assembly (packed 3 ea), with add-on faucet, wall mount, 8" centers, spring action flexible gooseneck, 38"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, 2.0 GPM add-on faucet with 12" swing spout, quarter-turn ceramic cartridge valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, includes internal check valves to prevent backflow & cross contamination, NSF (interchangeable with most brands) (ships pre-assembled), 3 year warranty, standard	
New York Equipment Dealers		1	Freight Charges	
Union Jack	LAC-RB	300	Large vented Agricultural Container Royal Blue: Vents on all 4 sides and bottom of tote	
Union Jack	SAC-RB	400	Small Vented Agricultural Container Royal Blue. Wavy bottom design	
Comet America	T6640	15	WebSensor with PoE – Temperature + Relative Humidity + CO2; Internal Sensor, Range 0 to 2.000ppm	
WebstaurantStore	600DUN2460P	8	Regency 60” x 24” x 12” Black Plastic Extra Heavy-Duty Dunnage Rack with Slotted Top – 3,000 lb. Capacity	
WebstaurantStore	600DUN2448P	4	Regency 24” x 48” x 12” Plastic Dunnage Rack – 2,000 lb. Capacity	
Global Test Supply	30035682	6	Compact Scale	
Global Test Supply	30031830	1	Compact Scale, V71P15T AM	
Global Test Supply		1	Freight Charges	
Carter	MERV 8	60	Gold HVAC & Furnace Filter, Lifetime Warranty, Washable Electrostatic, 20x25x1	
Karcher	BR45/22 C UL	1	1.783-461.0 Pack Floor Scrubber	
Karcher		1	Force Majeure Surcharge	
Fastenal	0225938	1	4 Drawer Professional Service Cart w/5” x 2” Casters, 41.3” x 30” x 19.2” Gray Steel	
Fastenal	0227769	1	Step Drill Set, 3 Piece Rock River HSS Step Drill Bit Set, SYF001	
Fastenal	0244782	1	Milwaukee Portable Bandsaw, 44-7/8” 11 Amp 0 – 4200 sfpm Deep Cut, 6232-20	

Fastenal	2117395	1	Rotary Kit 1-1/8" Vibration Reduction Rotary Hammer Kit, 5268-21	
Fastenal	2121773	1	29 Pc. Red Cobalt Helix Drill Bit Set	
Fastenal	2195851	1	30 pc. 1" Phillips #2 Set Insert Bits Power Bits	
Fastenal	2127051	1	15-3/8" Black Rubber Cushion GGG-H-33A Gear Wrench Non-Sparking Mallet	
Fastenal	922362956	1	M18 Fuel 2 Gallon Compact Quiet Compressor	
Fastenal		1	Shipping & Handling Charges	
Restaurant World	TDS2460GE	26	Shelf Set Wire HD Dunnage Rack 24"x60", Green 4 Tiers with 86" Post	
Restaurant World		1	Freight Charges	
Matrixx	080-MXCS-150	1	Commercial Water Softener – 1.5" Duplex, 7 cu/ft.	
US Water	300-H-4520-KIT	2	4.5" x 20" Big Blue Filter housing Kit, 1"	
US Water	300-H-4520-KIT	2	4.5" x 20" 5 Micron Pleated Sediment Filter	
US Water		1	Shipping Charges	
Rubbermaid	690FG4528BK	5	FG452088BLA Black Medium Lipped Two Shelf Utility Cart with Ergonomic Handle	
Regency	600T3072G	6	30" x 72" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00) due 7/28/22	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00) due 8/28/22	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 7/23/22	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 8/23/22	
Restaurant World	TDS2460GE	26	Shelf Set Wire HD Dunnage Rack 24"x60", Green 4 Tiers with 86" Post	
Uline		1	Shipping and Handling Charges	

Uline		1	Fee for returned hopper	
Uline	S-22526BL	1	UE Wonderboom Bluetooth Speaker - Black	
Uline	S-24761P	4	"Sound Horn Proceed with Caution" Sign - Plastic	
Uline	S-24762A	3	"PPE Required Beyond this Point" Sign – Aluminum	
Uline	S-23117A	3	"Wheels Must be Chocked Before Loading or Unloading" Sign – Aluminum	
Uline	S-21115A	1	"Truck Drivers Please Ring Bell & Wait" Sign – Aluminum	
Uline	H-4785	4	Wheel Chocks – Orange Rubber, 9 ¾ x 8 x 6"	
Uline	S-22291	4	Fire Extinguisher – Class ABC, 5 lb, 3A:40B:C	
Uline	S-10255Y	4	3M 471 Vinyl Tape – 3" x 36 yds., Yellow	
Uline	S-10255R	3	3M 471 Vinyl Tape – 3" x 36 yds., Red	
Uline	S-10255G	4	3M 471 Vinyl Tape – 3" x 36 yds., Green	
ClearMark	CUSTOM MO-IJTI-M	1	Thermal Ink Jet Printer	*Touchscreen Controller:* C000484428-1 *Printhead:* C000484428-2
Anritsu Infivis	KWS5206BP4G	1	SSVf Checkweigher integrated with M6 Metal Detector (IP30 SUS)	4670382797
Anritsu Infivis	KW4132BPBC	1	Dual Flipper Rejector	4670382561
Anritsu Infivis	5-84Y637302H	1	Additional Conveyor (Entrance W160 x L345) with CE	
Anritsu Infivis	5-84Y242177	1	KCU2504A EXT-I/O Unit for XR/SSV-CW (includes Manual, Cable and Screws)	
Anritsu Infivis	5-84Y211206D	1	Flipper Reject Passline Height Change 900MM +/- 50MM	
Anritsu Infivis	5-84Y242330B	1	Cable – Rejector	
Anritsu Infivis	5-84Y204604C	1	USB Memory Stick	
Anritsu Infivis		1	Surcharge – Additional Freight Fees	

Anritsu Infivis		1	Shipping/Handling Charges	
Anritsu Infivis		1	Inland Freight Charges	
Restaurant World	TDS2460GE	26	Shelf Set Wire HD Dunnage Rack 24”x60”, Green 4 Tiers with 86” Post	
Regency	460EGPC74	140	74” NSF Green Epoxy Mobile Shelving Post	
Comet America	T6640	12	WebSensor with PoE – Temperature + Relative Humidity + CO2; Internal Sensor, Range 0 to 2.000ppm	
Comet America	F0000	90	Spare Sensor Protection from Sintered Bronze, Air Filter	
SNEED Coding Solutions, Inc.	SNEED-JET	1	Titan T6 Handheld Inkjet Printer	
SNEED Coding Solutions, Inc.	ST-301	2	Black Ink Cartridges	
SNEED Coding Solutions, Inc.		1	Shipping	
Union Jack	LAC-G PALLET	150	Large Vented Agricultural Container, Green Pallet, Vented on Two Long Sides and Bottom	
Automation Direct	DN-R35SAL1-2	1	DINnector DIN Rail, Slotted, 35mm, 10mm Height, 1m Length, Aluminum. Package of 2	
Automation Direct	DN-EB35MN	2	DINnector Screw-Down End Bracket, 9mm wide. Package of 20. For use with 35mm DIN rail.	
Automation Direct	T1E-1515G-1	2	Iboco T1E Series Open Slot Thin Finger Wire Duct, 1.5in width, 1.5in height, 6.5ft/2m length, Gray. Cover included	
Automation Direct	BX-RTB08-1	4	BRX Terminal Block Kit, 180-degree Spring Clamp. For use with BRX 5-point expansion modules, BRX 8-point expansion modules and BRX 12-point expansion modules. Includes (3) 5-pin 5mm terminal blocks.	
Automation Direct	BX-04ADM-1	6	BRX Analog Input Module, 4-Channel, Current, 14-bit, Input Current Signal Range(s) of 0-20 mA, 4-20 mA, external 24 VDC required.	
Automation Direct	BX-RTB10-1	6	BRX Terminal Block Kit, 180-Degree Spring Clamp. For use with BRX 10-point PLCs, BRX 16-point expansion modules, and all BRX analog and temperature expansion modules. Includes (2) 10-pin 3.8mm terminal blocks.	
Automation Direct	BX-08NTC	6	BRX Temperature Input Module, Thermistor, 8-Channel, 16-bit Resolution,	

			Input Thermistor Type(s): 2252, 10K-AN Type 3, 10K-CP Type 2, 5K, 3K and 1.8K ohm. (1) BX-RTB10 screw terminal block kit included.	
Automation Direct	DN-T12-A	1	DINnector Screw Single-Level Feedthrough Terminal Block, accepts wire size 24-12 AWG, gray, 20A, 600V rated (UL), 35mm DIN rail mount, 100kA SCCR. Package of 100. For use with jumpers DN-24J2Y, DN-2J2Y and DN-3J2Y.	
Automation Direct	DN-24J2Y	1	DINnector Terminal Block Jumper, Push-In Type, 24-Pole, Orange, 25A, 600V rated (UL). Package of 5. For use with multiple terminal blocks	
Automation Direct	EJ16146	1	Hammond Eclipse Junior Series Enclosure, NEMA 3R/4/12/13, 16 x 14 x 6in (HxWxD), Wall Mount, Carbon Steel, ANSI 61 Gray, Powder Coat Finish, Single-Door, 1/4-turn Semi-Flush Latch	
Dwyer	DM-2004-LCD	18	Differential Pressure Transmitter, Range 1.00” w.c., 249 Pa, 25.4mm w.c., 2.49 mbar, .249kPa, Black Overlay with LCD Display	
Dwyer		1	Shipping Charges	
Comet America	T6640	20	WebSensor with PoE – Temperature + relative humidity + Co2; internal sensor,	
Comet America	F000	20	Spare sensor protection	
Karcher		1	Freight Charges for BR 45/22 Scrubber	
Linde	MT12-27X45_1131	1	Electric Lithium Pallet Truck 27x45 Heavy Gauge Tapered Fork, 2600 Lbs Capacity, Lithium Battery Pack, External 110V Smart Charger, Battery Discharge Indicator, Hour Meter w/ Key Lock, Easy Steering Pivot Handling Design, Thumb Control Drive Function, Figertip Lift and Lower Function, Easy 110 Volt Plug for Recharge Warranty: 2 years major	
Total Warehouse		1	Delivery Charge	
Pedernales Electric Cooperative		1	CIAC Line Extensions	
Climate Solutions		1	Materials Needed to Install Sink/Tarp in Order to Pass Health Inspection including:	

			PE Pipe, hand sink – wall mount includes bowl/welded splash guard/low lead faucet & strainer/20 gauge 304 polished satin stainless steel, Sharkbite adapters, couplings, elbows, P-traps, 90's, long sweeps, 45's, bolts, nuts, washers, T&S waste valves, twist handles, 3-1/2" sink openings, 2" drain outlets removable snap in strainers, pipe, black slip-joint garbage disposal kit, sanitary street tee's, SHARKBITE ProLock push-to-connect plastic FIP female adapter fittings, hose, clamps, unions, nipples, tubing, ell's, adapters, magnetic dust barrier door kith zipwall, clear film and screws	
Regency	460EG1860HDK	52	18" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit, 3200 lb.	
Robot Coupe	R2N	1	3 Qt. Dicer Food Processor, 120 Volts, 60 Hertz, 35 lb., Gray and Red	
Ace Mart Restaurant Supply		1	Freight Charges	
BenchFoods	60CUD	1	3 Zone Commercial Dehydrator with 60 16" x 16" Stainless Steel Mesh Trays, 3 Stainless Steel Pan Drip Trays, 107 Sq. Ft. Tray Area, 4.5 kW Max Power Usage, 200-240V/50-60Hz Voltage/Frequency, 19.56A Max Amperage	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00) due 9/28/22	
BenchFoods	32VCUD	1	2 Zone Vertical Commercial Dehydrator with 32 16" x 16" Stainless Steel Mesh Trays, 2 Stainless Steel Pan Drip Trays, 57 Sq. Ft. Tray Area, 3.75 kW Max Power Usage, 200-240V/50-60 Hz Voltage/Frequency, 15A Max Amperage	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 9/23/22	
Union Jack	DP4840BLL-RACX	30	Rackable Pallet with Lip in Blue	
Regency	600S324242X	1	124" 16-Gauge Stainless Steel Three Compartment Commercial Sink with 2 Drainboards, 24" x 24" x 14" Bowls	
Waterloo	750EFWM7	3	Wall Mount Hands-Free Sensor Faucet with 4 3/8" Gooseneck Spout	
Regency	600HSMSB1872	1	72" x 17 ½" Single-Hole Multi-Station Hand Sink for 3 Wall Mounted Faucets	
Webstaurant Store		1	Shipping Charges with Liftgate	

Dwyer	DM-2004-LCD	15	Differential Pressure Transmitter, Range 1.00" w.c., 249 Pa, 25.4mm w.c., 2.49 mbar, .249kPa, Black Overlay with LCD Display	
Webberville Propane		1	Propane Tank, 1000 gallon	
Webberville Propane		1	Inspection Charges	
Webberville Propane		1	Propane	
548 Group		16	Racking Upright – 42" Deep x 192" Tall	
548 Group		78	Racking Beam – 96"	
548 Group		78	Racking Pallet Stop	
548 Group		4	Racking End Row Guards – 42"	
548 Group		78	Racking Wire Decks	
548 Group		64	Racking .5" Wedge Anchors	
548 Group		12	Racking .625" Wedge Anchors	
548 Group		1	Design, Structural Engineering, Expedited High Pile Review, Plan Check submittal and Special Inspection of Rack Anchors	
548 Group		1	Third Party Freight Charges	
548 Group		1	Installation Labor	
548 Group		1	Additional Remobilization/Phase Charges	
548 Group		1	Plans and Permits Fees	
Regency	460EG2460HDK	50	24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit, 3200 lb.	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Vernon, CA location ($99.00) due 10/28/22	
Paylon	PE-720 Series	1	Single Panel (LH) Commercial Double Swinging Doors, 35 ¼" W x 82" H Material: 5/8" ABS Honeycomb Inner Core, 1/8" ABS Sides, Window: 22" x 22"	

			Centered, Color: White, Hinge: Heavy Duty Esy-Swing Gravity Hinges, Kick Plates: 18" H ABS Kick Plate, Door Seal: Full Perimeter Gasket Seal	
Paylon		1	Paintable Steel Frame, Color: Primer, Size: 4 1/2," Finished Opening: 35 ¼" x 82"	
Paylon		1	Shipping Charges	
Webstaurant Store		1	Subscription Charge for WebstaurantStore Plus to qualify for free shipping to Buda, TX location ($49.00) due 10/23/22	
Generac	RTSN800G3-DS	1	800 Amp ATS, Nema3R, 3 Phase, 120/208 Cabinet	
Norwall Power Systems		1	Shipping Charges	
Regency	460EC26-SET	150	5" Polyurethane Stem Shelving Casters – 4/Set	
Comet America	W4710	7	Wifi Logger, Temperature, Relative Humidity, CO2 and Atmospheric Sensor with Integrated Probe	
Big Joe	278DU3	1	Manual-Lift/Powered-Drive Pallet Jack: 3,300 lb. Load Capacity, 45 in. x 6 in.	
BenchFoods	60CUD	2	3 Zone Commercial Dehydrator with 60 16" x 16" Stainless Steel Mesh Trays, 3 Stainless Steel Pan Drip Trays, 107 Sq. Ft. Tray Area, 4.5 kW Max Power Usage, 200-240V/50-60Hz Voltage/Frequency, 19.56A Max Amperage	
Commercial Dehydrators		50	16" x 16" Mesh Non-Stick Dehydrator Mats	
BenchFoods	60CUD	2	3 Zone Commercial Dehydrator with 60 16" x 16" Stainless Steel Mesh Trays, 3 Stainless Steel Pan Drip Trays, 107 Sq. Ft. Tray Area, 4.5 kW Max Power Usage, 200-240V/50-60Hz Voltage/Frequency, 19.56A Max Amperage	
Commercial Dehydrators		50	16" x 16" Mesh Non-Stick Dehydrator Mats	
Regency	600T2448G	2	24" x 48" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf	
Regency	600T2448G	2	24" x 48" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf	
Robot Coupe	649R2DICE	1	R2 DICE Combination Food Processor with 3 Qt. Gray Bowl, Continuous Feed & 4 Discs – 2 hp	

VacPak-It	186VMC20F	1	VMC20F Floor Model Chamber Vacuum Packaging Machine with (2) 20" Seal Bars	
Eyedro Green Solutions Inc.	EBWEM1-LV	6	3-Phase Energy Monitor (Polyphase), High Resolution, Wireless Mesh, 9.8 x 6.54 x 2.83 inches	
Commercial Dehydrators		2	Custom Manufactured Cooling Trolley to Suit 16 x 16"	
Commercial Dehydrators		2	(60) 16" x 16" Stainless Steel Mesh Trays	
Commercial Dehydrators		1	(60) 16" x 16" Non-Stick Mesh Mats	
Commercial Dehydrators		1	(10) 16" x 16" Non-Stick Mesh Mats	
Commercial Dehydrators		2	Custom Manufactured Cooling Trolley to Suit 16 x 16"	
Commercial Dehydrators		3	(60) 16" x 16" Stainless Steel Mesh Trays	
Commercial Dehydrators		1	(32) 16" x 16" Stainless Steel Mesh Trays	
Commercial Dehydrators		2	(60) 16" x 16" Non-Stick Mesh Mats	
Commercial Dehydrators		1	(32) 16" x 16" Non-Stick Mesh Mats	
Commercial Dehydrators		1	(10) 16" x 16" Non-Stick Mesh Mats	
Global Industrial	641250	1	Electric Walk-Behind Auto Floor Scrubber, 18" Cleaning Path	
Berner	6JGG6	4	High Velocity Air Curtain: 9 ft. Air Curtain Max. Door Wd, 12ft. Max. Mounting Ht, 4000 fpm	
Murrelektronik	52007	45	Interface Relay, 35mm DIN Rail Mount, Finger-Safe, 24 VAC/DC Coil Voltage, SPST, 6A Contact Rating, 250 VAC/VDC Load Voltage, H-O-A Toggle Switch, Screw Terminal(s), LED Indicator(s).	
Sneed Coding Solutions	SNEED-JET	2	Freedom Handheld Inkjet Printer	
Sneed Coding Solutions	SF-300	2	Black Ink for Handheld Inkjet Printer	
Paylon	PE-720 Series	1	Single Panel (RH) Commercial Double Swinging Doors, 36 ¼" W x 84" H Material: 5/8" ABS Honeycomb Inner Core, 1/8" ABS Sides, Window: 22" x 22" Centered, Color: White, Hinge: Heavy Duty	

			Esy-Swing Gravity Hinges, Kick Plates: 18" High ABS Kick Plate	
Paylon		1	Paintable Steel Frame, Color: Primer, Size: 4 1/2," Finished Opening: 36 ¼" x 84"	
Paylon		1	Shipping Charges	
HayWHNKN	JH230066	2	59" x 11.8" Industrial Drive PU Conveyor Belts Food Grade PU Conveyor Belt Adjustable Speed Motorized Conveyor Belt 110V	
Amazon		1	Shipping Charges	
Eden Growrooms		15	Frank Door 14 x 24 Normal temp Viewing Window – 4" Slab	
Eden Growrooms		1	Shipping Charges	
Grainger	55KR69	2	Skate Wheel Conveyor: Heavy Duty, Plastic, 18 in. Between Frame Wd, 26 ¾ in Overall Wd, 200 lb/ft.	
Grainger	55KR70	1	Skate Wheel Conveyor: Heavy Duty, Plastic, 18 in. Between Frame Wd, 26 ¾ in Overall Wd, 200 lb/ft.	
BRX	BX-RTB08	8	Terminal Block Kit, 90-Degree Screw Type. For use with BRX 5-point expansion modules, BRX 8-point expansion modules and BRX 12-point expansion modules. Includes (3) 5-pin 5mm terminal blocks	
BRX	BX-RTB10	6	Terminal Block Kit, 90-Degree Screw Type. For use with BRX 10-point PLCs, BRX 16-point expansion modules, and all BRX analog and temperature expansion modules. Includes (2) 10-pin 3.8mm termal blocks	
BRX	BX-RTB10	14	Terminal Block Kit, 90-Degree Screw Type. For use with BRX 10-point PLCs, BRX 16-point expansion modules, and all BRX analog and temperature expansion modules. Includes (2) 10-pin 3.8mm termal blocks	
Regency	600TS3648S	6	36" x 48" 16-Gauge Stainless Steel Commercial Work Table with Undershelf	
Regency	600T2448GC	2	24" x 48" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs, Undershelf and Casters	
Webstaurant Store		1	Shipping and Handling Charges	
Dwyer	DM-2004-LCD	26	Differential Pressure Transmitter, Accuracy: ±1% FS, ±30 Pa model ±4% FS at 70°F., Stability: ±1% FS/yr., Temperature Limits: 20 to 120°F (-6.67 to 48.9°C), Pressure	

			Limits: 10 psig (0.69 bar), Output Signal: 4 to 20 mA, Thermal Effect: ±0.055% FS/°F (0.099% FS/°C), ±30 Pa model ±0.13% FS/°F (0.234% FS/°C), Power Requirements: 10 to 35 VDC (2 wire), Display: 3.5 digit LCD, 0.7" height	
Dwyer	A-299	2	Mounting Bracket Flush Mount Magnehelic gage in Bracket, Steel with Gray Hammertone	
Blue Giant	BGS25-157	1	Fully Powered Electric Counter Balanced Walkie Stacker Fork Lift	N22014

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Steve Aronson B12F623C2569498...

Name: Steve Aronson

Title: CEO

Date: 3/1/2023

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 3/1/2023

Exhibit 3

LEASE SCHEDULE NO. 003R
"This Lease Schedule No. 003R replaces Lease Schedule 003."

This Lease Schedule is issued pursuant to the Lease Agreement Number SH101320 dated October 13, 2020. The terms of the Lease Agreement and serial numbers contained on Certificate of Acceptance Numbers 003-001 thru 003-016 are a part hereof and are incorporated by reference herein.

LESSOR
Camber Road Partners, Inc.
4999 France Avenue S., Suite 216
Minneapolis, MN 55410

LESSEE
Smallhold, Inc.
630 Flushing Avenue, Suite 500
Brooklyn, NY 11206

SUPPLIER OF EQUIPMENT

Various

LOCATION

Various

Initial Term of Lease from Commencement Date: 24 Months
Monthly Lease Charge: $147,395.44
Delivery and Installation: October 2022 – August 2023
Commencement Date: November 1, 2023
Security Deposit: $732,224.00. If there has been no Event of Default under the Lease Agreement, upon termination of this Lease Schedule in accordance with the Lease Agreement and except as otherwise provided for the Lease Agreement, this security deposit will be returned to Lessee.

EQUIPMENT

MANUFACTURER	QUANTITY	MACHINE/MODEL	EQUIPMENT/DESCRIPTION

(See Attachment Schedule A)

The cost of Equipment under this Lease Schedule shall total $3,178,040.38. Interim Rent billed prior to the Commencement Date shall not reduce or offset Lessee's post-Commencement Date Monthly Lease Charge obligations hereunder.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Steve Aronson B12F623C2569498...

Name: Steve Aronson

Title: CEO

Date: 10/25/2023

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/25/2023

SCHEDULE A

MFG	PART#	QTY	DESCRIPTION	SERIAL NUMBER
Hansen Cold Storage Construction		1	Refrigeration Condensers	
Hansen Cold Storage Construction		1	Evaporator Coils	
Carrier		1	Used 90-Ton Air Cooled Chiller - Year: 2009	30RBA090
McQuay		1	Used 90-Ton Air Cooled Chiller - Year: 2011	AGZ090
	DG-890-S	2	DG-890 Vertical Firetube Boiler; 15 PSI Steam	
M&M	157-MD	2	LWCO/Feed Control	
	DMPR-10	2	Stack Damper, Manual Type 10"	
	ABFS-50V-21	1	50 Gallon Carbon Steel Vertical Boiler Feed System, Duplex Pump Pkg	
	BF-SIP	1	Steam Heater Assembly for Boiler Feed Tank, Steam Heater Assembly, includes Sparger Tube, Temperature Regulating Valve, Strainer and Check Valve all Factory Piped	
	HST8-1-1518	14	1Row 5/8 Tube Low Pressure Steam 17" x 20" x 3.75" OAD	
	HST8-1-1224	14	1Row 5/8 Tube Low Pressure Steam 14" x 26" x 3.75" OAD	
		1	BLOW DOWN SEPARATOR	
HP	25HCE436AP03	2	3T 14SR PURON	1922E13316 2622X31967
	FX4DNF037L	2	FAN COIL DLX 3T PURON ALUM	2522F22864 2522F22752
	FX4DNF049L	1	FAN COIL DLX 4T PURON ALUM	0522F00923
HP	25HCE448AP03	1	4T 14SR PURON	2222E10136
		2	225 kVA 3 Ph. Dry-type Transformer 208 Pri 480Y/277 Sec AL N3R	

AMT		2	Heavy Duty Straight Centrifugal Pump - 3" x 3", 500 GPM, 10 HP, 230-460v, 3-Phase, Stainless	
AMT	2821-95	2	Self-Priming Solids Handling Pump - 100 GPM, 1.5", 1.5 HP, 115-230 Volt, Cast Iron	
Russell	RFO600E4SEAALNT	5	R448A Condenser	E262201608 E262201607 E262201610 E262201609 E262201611
Russell	RL6A390ADASL	5	EVAP Factory Mounted R448A	E26220496 E262200500 E262200498 E262200499 E262200497
	L43-884	1	HZ322/U Panel Zone	
HP	25HCE460AP05	3	5T 14SR PURON 208/230/3PH	2322E08733 2322E08693 2322E08710
	FX4DNB061L	3	FAN COIL DLX 5T PURON ALUM	1922F07470 1922F07428 1922F07431
	FC0901N10	3	10KW ELE HTR NON FUSED	2224-2070934 2224-2070949 2224-2070935
Multiaqua	60-CWA2-00	14	Chilled Water Fan Coil	MAT-1-1-1 MAT-1-1-2 MAT-1-1-3 MAT-1-1-4 MAT-1-1-5 MAT-1-1-6 MAT-1-1-7 MAT-1-1-8 MAT-1-1-9 MAT-1-1-10 MAT-1-1-11 MAT-1-1-12 MAT-1-1-13 MAT-1-1-14
Hartell	HAR-806025	14	15X-115, Condensate Pump, 115VAC, Auxiliary Switch, 60 Ft. Head	
	VS-7313-814-4-08	14	VB: 1 In, 3W Mix, Globe, Npt, Br, 14 Cv, 90 Psi; Act (Ms51-7103-160): Elec, Prop, 4-20 Madc, Sr, Nc, 24 Vac/Vdc, Plen, 105 Lbf	
		14	Dri-Steam Ultrasorb MP Humidifier Panels	
		14	Custom-Mfg Galv. Plenum with Filter Racks	

		14	Custom-Mfg SS Plenum with Filter Racks	
Hansen Cold Storage Construction		1	Exhaust Hood	12445774
Hansen Cold Storage Construction		3	Exhaust Fan	BMN48-25011 SGV6215107022 UF06207211005
Climate Solutions		21	Equipment and Materials needed to assemble (21) 6.0-ton Mechanical Kits, one per room, for providing Cooling, Heating, Dehumidification, Humidification, Exhaust and Fresh Air to Grow Rooms Sized 13'-6" x 34'-3" AND 13'-6" x 31'-4":	
Trane	TWE09043AAAP004	21	Air Handler Unit with DX Evaporator Cooling Coil and Blower Fan Equal to 7.5-ton Nominal Refrigeration Capacity	CH4 CH5 CH6 CH7 CH8 CH9 CH10 CH11 CH12 CH13 CH14 CH15 CH16 CH17 CH18 CH19 CH20 CH21 CH22 CH23 CH24
Trane	TTA07244AABE001	21	DX Condenser Equal to 6-ton Nominal Refrigeration Capacity	
Trane	BAYHTRR415	21	Electric Re-Heat	
Climate Solutions		42	Filter Racks size 20" x 25" with Washable Filters	
AeroMist		21	Humidification Misting Pump with Associated Tubing and Discharge Nozzles	
Climate Solutions		21	Condensate Pump for Handling Condensate from Air Handler	
Climate Solutions		21	Integrated Mixing Plenum with Room Return, Outside Air Intake and Exhaust Discharge	
Climate Solutions		21	Outside Air and Exhaust Dampers with electronically Controlled Actuators	

Climate Solutions		21	Integrated Contactors and Relays for Control of Heater, Humidification Pump and Blower Fan	
Climate Solutions		21	Single Point-of-Entry (480VAC) Electrical Power Feed with Single Main Disconnect Switch	
Climate Solutions		21	On-board Step-Down Transformer (480VAC/120VAC) for Powering Humidification Pump, Condensate Pump and Growing Room Lighting Circuit	
Climate Solutions		21	DIN Rail-Mounted Single Pole Breakers to Power Pumps and Lighting Circuit	
Belimo		21	Damper Actuators attached to Outside Air and Exhaust Dampers	
Climate Solutions		21	Interconnecting Wiring Harnesses to Provide Ease of Connection to Controls Wiring to Owner PLC Relay and I/O Modules	
Climate Solutions		21	Hardware/Materials including Wiring, Fasteners, Sheet Metal, 2 inch XPS Insulated FRP Panels, Connectors, PVC Piping, Conduit (EMT and Seal Tite), DIN Rails, Uni-Strut, Pipe Clamps, Copper Refrigerant Piping, J-Boxes, Electrical Fasteners, Covers, Enclosures, Caulking, Sealant, Insulating Foam, Misting Tubing, Clamps	
Climate Solutions		3	Equipment and Materials needed to assemble (3) 7.5-ton Mechanical Kits, one per room, for providing Cooling, Heating, Dehumidification, Humidification, Exhaust and Fresh Air to Grow Rooms Sized 13’-6” x 46’-0”:	
Trane	TWE9043AAAP004	3	Air Handler Unit with DX Evaporator Cooling Coil and Blower Fan equal to 7.5-ton Nominal Refrigeration Capacity	CH1 CH2 CH3
Trane	TTA09044AABE001	3	DX Condenser Equal to 7.5-ton Nominal Refrigeration Capacity	
Trane	BAYHTRR415	3	Electric Re-Heat	
Climate Solutions		6	Filter Racks size 20” x 25” with Washable Filters	
AeroMist		3	Humidification Misting Pump with Associated Tubing and Discharge Nozzles	
Climate Solutions		3	Condensate Pump for Handling Condensate from Air Handler	
Climate Solutions		3	Integrated Mixing Plenum with Room Return, Outside Air Intake and Exhaust Discharge	
Climate Solutions		3	Outside Air and Exhaust Dampers with electronically Controlled Actuators	

Climate Solutions		3	Integrated Contactors and Relays for Control of Heater, Humidification Pump and Blower Fan	
Climate Solutions		3	Single Point-of-Entry (480VAC) Electrical Power Feed with Single Main Disconnect Switch	
Climate Solutions		3	On-board Step-Down Transformer (480VAC/120VAC) for Powering Humidification Pump, Condensate Pump and Growing Room Lighting Circuit	
Climate Solutions		3	DIN Rail-Mounted Single Pole Breakers to Power Pumps and Lighting Circuit	
Belimo		3	Damper Actuators attached to Outside Air and Exhaust Dampers	
Climate Solutions		3	Interconnecting Wiring Harnesses to Provide Ease of Connection to Controls Wiring to Owner PLC Relay and I/O Modules	
Climate Solutions		3	Hardware/Materials including Wiring, Fasteners, Sheet Metal, 2 inch XPS Insulated FRP Panels, Connectors, PVC Piping, Conduit (EMT and Seal Tite), DIN Rails, Uni-Strut, Pipe Clamps, Copper Refrigerant Piping, J-Boxes, Electrical Fasteners, Covers, Enclosures, Caulking, Sealant, Insulating Foam, Misting Tubing, Clamps	
Jamison		1	Dynamic Roll Door	17409301
		1	Lo-Temp Door	S1132279
Hansen Cold Storage Construction		3	HVAC Equipment, Split System Unit - Condenser	214111332YA 21451792YA 21452554YA
Hansen Cold Storage Construction		3	HVAC Equipment, Split System Unit - Coils	21521169BA 21371039BA 21521202BA
Hansen Cold Storage Construction		4	HVAC Equipment, Split System Unit - Condenser	21211806YA 21341541YA 21341521YA 21341533YA
Hansen Cold Storage Construction		4	HVAC Equipment, Split System Unit - Coils	21521174BA 21521167BA 21521170BA 21521165BA
Honeywell Genesis	32141012	7	1000 ft. – 18/2 Stranded (Plenum) Control Cable	
Honeywell Genesis	32151012	6	1000 ft. – 18/4 Stranded (Plenum) Control Cable	

Honeywell Genesis	32175012	1	500 ft. – 18/8 Stranded (Plenum) Control Cable	
Honeywell Genesis	32265012	3	500 ft. – 18/3 Stranded, OAS (Plenum) Control Cable	
Union Jack	LAC-G PALLET	150	Large Vented Agricultural Container, Green Pallet, Vented on Two Long Sides and Bottom	
Union Jack	LAC-RB PALLET	150	Large Vented Agricultural Container, Royal Blue Pallet, Vented on Two Long Sides and Bottom	
Union Jack		1	Shipping and Handling Charges	
Union Jack		1	Shipping and Handling Charges – Return for the Royal Blue Small Agricultural Containers	
BRX	BX-04AD-1	6	Analog input module, 4-channel, current, 16-bit, input current signal range(s) of 0-20mA, 4-20mA, external 24 VDC required.	
BRX	BX-RTB10	6	Terminal Block Kit, 90-Degree Screw Type. For use with BRX 10-point PLCs, BRX 16-point expansion modules, and all BRX analog and temperature expansion modules. Includes (2) 10-pin 3.8mm terminal blocks	
BRX	BX-04AD-1	14	Analog input module, 4-channel, current, 16-bit, input current signal range(s) of 0-20mA, 4-20mA, external 24 VDC required.	
Regency	460EGPC74	240	74” NSF Green Epoxy Mobile Shelving Post	
Regency	460EC26	60	5” Polyurethane Stem Shelving Casters – 4/Set	
Regency	4619985	4	Shelving Split Sleeves – 4/Pack	
Webstaurant Store		1	Shipping & Handling w/Liftgate	
HayWHNKN	JH230066	2	59” x 11.8” Industrial Drive PU Conveyor Belts Food Grade PU Conveyor Belt Adjustable Speed Motorized Conveyor Belt 110V	
Amazon		1	Shipping Charges	
Honeywell Genesis	32175012	2	500 ft. – 18/8 Stranded (Plenum) Control Cable	
Dwyer	MSX-W22-IN-LCD	32	Differential Pressure Transmitter, Wall Mount, Universal Current/Voltage Outputs, Bi-Directional, Range 2 (1,2, 3,5” wc) with LCD Display	

Dwyer	MSX-W22-IN-LCD	27	Differential Pressure Transmitter, Wall Mount, Universal Current/Voltage Outputs, Bi-Directional, Range 2 (1,2, 3,5" wc) with LCD Display	
Dwyer		1	Shipping Charges	
Cheetah Systems	TT-SS60-BRG	1	60" Diameter Stainless Steel Industrial Turntable w/Adjustable Bottle Conveyor Ring	
Cheetah Systems	CS-TT-0200	1	Adjustable Height Stainless Steel Casters (set of 4) + Additional Heigh for +/- 4" Height Adjustment	
Cheetah Systems		1	Crating and Palletizing Charges	
BRX	BX-08DA-3	4	Analog Output Module, 8-Channel, current/voltage, 15-bit and 16-bit, output current signal range(s) of 0-20 mA, +/- 20 mA and 4-20 mA, output voltage signal range(s) of 0-5 VDC, 0-10 VDC, +/- 5 VDC and +/- 10 VDC.	
BRX	BX-08DA-3	8	Analog Output Module, 8-Channel, current/voltage, 15-bit and 16-bit, output current signal range(s) of 0-20 mA, +/- 20 mA and 4-20 mA, output voltage signal range(s) of 0-5 VDC, 0-10 VDC, +/- 5 VDC and +/- 10 VDC.	
BRX	BX-16AD-1	6	Analog Input Module, 16-Channel, current, 16-bit, input current signal range(s) of 0-20 mA, 4-20 mA, external 24 VDC required	

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Steve Aronson B12F623C2569498...

Name: Steve Aronson

Title: CEO

Date: 10/25/2023

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: 6DB44E108E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 10/25/2023

Exhibit 4

LEASE SCHEDULE NO. 004

This Lease Schedule is issued pursuant to the Lease Agreement Number SH101320 dated October 13, 2020. The terms of the Lease Agreement and serial numbers contained on Certificate of Acceptance Numbers 001-001 thru 001-008, 001-011 thru 001-048, 001-050 thru 001-056 & 001-058 thru 001-061 are a part hereof and are incorporated by reference herein.

LESSOR
Camber Road Partners, Inc.
4999 France Avenue S., Suite 216
Minneapolis, MN 55410

LESSEE
Smallhold, Inc.
630 Flushing Avenue, Suite 500
Brooklyn, NY 11206

SUPPLIER OF EQUIPMENT

Various

LOCATION

Various

Initial Term of Lease from Commencement Date: 24 Months
Monthly Lease Charge: $26,323.27
Delivery and Installation: October 2020 – November 2021
Commencement Date: December 1, 2023
Security Deposit: $105,199.92. (Previously collected on Lease Schedule 001R). If there has been no Event of Default under the Lease Agreement, upon termination of this Lease Schedule in accordance with the Lease Agreement and except as otherwise provided for the Lease Agreement, this security deposit will be returned to Lessee.

EQUIPMENT

MANUFACTURER	QUANTITY	MACHINE/MODEL	EQUIPMENT/DESCRIPTION

(See Attachment Schedule A)

The cost of Equipment under this Lease Schedule shall total $1,142,470.42. Upon Lessor's receipt of this Lease Schedule 004 on or before 11/30/2023, Lease Schedule 001R will terminate on 11/30/2023 and all of the Equipment thereunder shall be transferred, deemed accepted and installed under this Lease Schedule 004. Should Lessor not receive this Lease Schedule 004 signed on or before 11/30/2023, then Lease Schedule 001R will not be terminated and will continue according to its terms and conditions.

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.
"LESSOR"

By: DocuSigned by: Steve Aronson B12F623G2569498...

Name: Steve Aronson

Title: CEO

Date: 11/30/2023

Agreed to and Accepted:

SMALLHOLD, INC.
"LESSEE"

By: DocuSigned by: 6DB44E188E3A4D5...

Name: Andrew Carter

Title: CEO

Date: 11/30/2023

SCHEDULE A

MFG	PART#	QTY	DESCRIPTION	SERIAL NUMBER
Craig Industries	Eden Grow Rooms	5	Walk in Boxes, Panels (1) 30'-6 ¼ x 10'-8" x 10'-4" (2) 16'-6" x 9'-2" x 10'-4" (3) 18'-6" x 8'-7 ¾" x 10'-4" (4) 30'-6 ¼" x 11'-8 ¾" x 10'-4" (5) 39'-2 ¾" x 12'-0 ½" x 10'-4"	Quote No - 483460 Rev 28
Craig Industries		1	Shipping	
Craig Industries	Eden Grow Rooms	6	Anthony 1963 24" x 48" NT Viewing Window - Black	Quote No – 484252 Rev 1
Craig Industries		1	Shipping	
Craig Industries	US Cooler	1	Walk in Box, Panels Cooler – 18'-1" x 11'-5" x 10'-4"	Quote No – 483739 Rev 25
Craig Industries		1	Shipping	
Craig Industries	1810LCT4000	2	LED 4' cooler/freezer light fixture	Quote No – 505000 Rev 1
Craig Industries		1	Shipping	
Greentec, Inc.		1	HVAC System Vents, Evaporators, Condensing Units, Air Handler, Fans & related Freight	Invoice #i-GT188-1
United Refrigeration		1	Walk in Cooler HVAC System 1 - Cope Outdoor C/U 2HP 2 - Trenton Pre-Assm Evap MT R404A 115V w Smartspeed and related accessories	Order # 73464874-00
Autogrow		1	IntelliClimate Controls 3 – EnviroSensor – temp, CO2, RH, Solar, ASL bus, 5m Cable 5 – IntelliClimate Kit w/ ES – Temp, RH Solar, CO2, 3 x Twin Relay Boxes 2 – IntelliLink w/PSU, USB and Ethernet Cables 1 – Subscription Services & Freight	Quote KAY19097

Advanced Systems Co.		1	Humidification System 3 -Direct Drive Pump 75 – 3/8" Push Lock Nozzle Union 100 – Anti Drip Series Nozzle .008 5 – 100' Roll Nylon Tubing 10 – End Nozzle Fitting 3/3" x 10/24 5 – Thermal Valve 3/8" 145 F 4 – Direct Drive Pump ½ GPM 120 Volts 7 – 10' Filter Element 1 Micron	Estimate #1166
AspectLED		28	N-Series (Narrow) Flexible LED Strip Light – Blue	Order #AL1087203
AspectLED		28	N-Series (Narrow) Flexible LED Strip Light – Day White	
AspectLED		1	Related Mounting Accessories	
Digi-Key		1	Various LED Power Supplies 5 – LED DVR CC/CV ACDC 14.4-24V 304A 5 – LED DVR CC/CV ADDC 12-24V 6.3A 3 – LED DRVR CC/CV ACDC 12-24 10A	Invoice #74699821
Digi-Key		1	Tariff fees and Shipping	
AJ Willner		1	Yale 3,000 LB Forklift Model Glc030bfnuae082	Invoice #13691
WebstaurantStore		7	Poly Shelving Casters	Order 55911457
WebstaurantStore		7	Epoxy Shelves – Various Sizes	
WebstaurantStore		1	Tax, Shipping & Lift Gate	
WebstaurantStore		40	Epoxy Heavy-Duty Shelving	Order 54756879
WebstaurantStore		1	Shipping & Lift Gate	
Uline		1	Welded Steel Flat Shelf Cart 38 x 18 x 35"	Invoice #121940351
Uline		1	Industrial Pallet Truck – 48 x 27" - Blue	

Uline		1	Standard Tilt Truck – ½ Cubic Yard - Gray	
Uline		1	Rubbermaid Tilt Truck Lid – ½ Cubic Yard - Black	
Uline		20	Poly Casters For Wire Shelving Units	
Hydrofogger		2	Hydrofogger Humidifier	
Craig Industries	Eden Grow Rooms	2	LED 4' – Kason 1810LCT4000	Invoice No. 45311 & 45355
Craig Industries		2	Grow Room – Walk in Cooler 14' x 10' x 9'	
Craig Industries		1	Shipping & Tax	
Climate Solutions		2	HVAC System Carrier Condenser (M/N: 24ACC4184-3) Carrier Air Handler (M/N: FB4CNP018L) Carrier Heater (M/N: WKFCEH0501N05)	Invoice #10069
Climate Solutions		4	Temperature/Humidity Systems Novus 322RHT-24 Temp/Humidity Controllers Novus RHT-Probe Temp/Humidity Probes	
Barr, Inc.		1	Used 10'1" x 13'6" x 10'6"H (Irregular shape) Custom Cooler Walk-in Cooler Unit includes cam-lock panels with 3.5" thick walls & 5" thick ceilings with urethane insulation. Stucco white interior / exterior finish. Unit has (1) 48" x 84" hinged swing door	Invoice No. 17693
Barr, Inc.		1	New 5'x7' Clear Verilon 8" x .080" strip curtain with universal mount	
Barr, Inc.		1	Used 1hp Bohn outdoor condensing unit. 3ph 208-230v.	
Barr, Inc.		1	Used Russell evaporator. Mod: AG24-85B. 1ph 115v. Thermostat and expansion valve not included.	
Webstaurant Store	#460EG2442K75	1	Regency 24" x 42" NSF Green Epoxy 5-Shelf Kit with 74" Posts	
Webstaurant Store	#460EG2454K75	1	Regency 24" x 54" NSF Green Epoxy 5-Shelf Kit with 74" Posts	
Webstaurant Store	#460EG2460K75	3	Regency 24" x 60" NSF Green Epoxy 5-Shelf Kit with 74" Posts	
Webstaurant Store	#460EG2472K75	1	Regency 24" x 72" NSF Green Epoxy 5-Shelf Kit with 74" Posts	

Webstaurant Store	#460EC26	22	Regency 5" Polyurethane Stem Shelving Casters - 4/Set	
Webstaurant Store	#460EG2442	1	Regency 24" x 42" NSF Green Epoxy Wire Shelf	
Webstaurant Store	#460EG2454	1	Regency 24" x 54" NSF Green Epoxy Wire Shelf	
Webstaurant Store	#460EG2460	3	Regency 24" x 60" NSF Green Epoxy Wire Shelf	
Webstaurant Store	#460EG2472	1	Regency 24" x 72" NSF Green Epoxy Wire Shelf	
Webstaurant Store	#460EG2460HDK	16	Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit - 3200 lb.	
Webstaurant Store		1	Shipping w/ Liftgate	
TX Restaurant Equipment Auction	GDM-72	1	True 3 Door Merchandiser Refrigerator	6983408
TX Restaurant Equipment Auction		1	Delivery	
TX Restaurant Equipment Auction		2	True 3 Door Merchandiser Refrigerator	1-2923129 4637232
TX Restaurant Equipment Auction		1	Delivery	
Carrier	24ACC418A003 FB4CNP018L WKFCEH0501N05	 2 2 2	HVAC Systems including: Carrier Condenser Carrier Air Handler Carrier Heater	1720E21588 1720E21574 3720F32527 3720F32529 2032-1194401 2032-1194400
Novus		4	Temperature/Humidity Systems including: Novus 322RHT-24 Temperature/Humidity Controllers Novus RHT-Probe Temperature/Humidity Probes	
TX Restaurant Equipment Auction	GDM-72	1	True 3 Door Merchandiser Refrigerator	1-3874223
TX Restaurant Equipment Auction		1	Delivery	
Barr, Inc.	COOLER	1	New / Used 15'8"x18'8"x10'4" cooler to include: 22 - New GreenSpan- Mesaline, 10' length x 4" thickness x 42" wide, white interior/exterior tongue and groove insulated panels. 6 - Used 18' length x 5" thick x 47" wide, silver interior, white exterior tongue and groove locking panels. 1 - Fab trim items to include: (24') U-boot trim for door opening (s), (15) pieces of 2"x2" white interior	Invoice #17918

			flashing @ 8' sections, (15) pieces of 2"x6" white exterior flashing @ 8' sections. 1 - Barr trim installation package to include: (16) pieces of base angle @ 8' sections, (26) tubes butyl caulk, (2) cans spray foam, (2) roll vapor barrier, (960) #10 trim screws, (44) #14 angle screws, (6) hanger plates. 1 - New (ACQ) 8' x 8' manual sliding cooler/ freezer door w/ heat wire, 4" thick urethane, white finish in/out, slides (L) to open.	
Barr, Inc.	COOLER	1	New / Used 15'7"x20'8"x10'4" cooler to include: 22 - New GreenSpan- Mesaline, 10' length x 4" thickness x 42" wide, white interior/exterior tongue and groove insulated panels. 6 - Used 15'7" length x 4" thick x 44.5" wide, white interior, silver exterior tongue and groove locking panels. 1 - Fab trim items to include: (24') U-boot trim for door opening (s), (16) pieces of 2"x2" white interior flashing @ 8' sections, (16) pieces of 2"x6" white exterior flashing @ 8' sections. 1 - Barr trim installation package to include: (17) pieces of base angle @ 8' sections, (26) tubes butyl caulk, (2) cans spray foam, (2) roll vapor barrier, (640) #10 trim screws, (44) #14 angle screws, (6) hanger plates. 1 - New (ACQ) 8' x 8' manual sliding cooler/ freezer door w/ heat wire, 4" thick urethane, white finish in/out, slides (L) to open.	
Barr, Inc.	FREIGHT	1	Customer to prepay freight charges. Subject to change based on freight rates at time of shipping. Additional charges could apply if the delivery address is a construction zone or a residential address. Buyer responsible for unloading equipment upon arrival. Depending on size of equipment, a ground level forklift may be required for unloading. Storage fees may apply if held at Barr for more than 60 days from invoice date. 34' tarped	
Webstaurant Store	#460EC26	28	Regency 5" Polyurethane Stem Shelving Casters - 4/Set	
Webstaurant Store	#460EG2460K75	3	Regency 24" x 60" NSF Green Epoxy 5-Shelf Kit with 74" Posts	
Webstaurant Store	#460EG2460HDK	25	Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit - 3200 lb.	
WebstaurantStore	SHIPPING	1	Shipping	
Craig Industries	#11810LX4000	10	Kason – LED 4' Cooler / Freezer Light	
Craig Industries	SHIPPING	1	Shipping	
WebstaurantStore	#600T3096G	2	Regency 30" x 96" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf	
WebstaurantStore	SHIPPING	1	Shipping	

Carrier	24ACC436A003	2	Carrier 3-Ton Condenser	3520E25108 3420E06370
Carrier	FB4CNP036L	2	Carrier Air Handler Unit	2620F43152 2620F43172
Carrier	FCEH0901N10	2	Carrier 7.5KW Heater	2051-1363426 2051-1363428
Carrier		2	AHU Stands	
Carrier		4	OA Auxilliary Exhaust Fans	
Carrier		1	Condensate Pump	
Novus		4	Novus RHT 322 RS485	
Novus		4	Novus RHT-Probes (9 Ft Leads)	
Novus		2	Control Boxes	
Novus		2	Misting Pumps	
Novus		2	Misting Plumbing/Nozzles	
WebstaurantStore	109FE3182424	1	Right Drainboard Advance Tabco FE-3-1824-24 Three Compartment Stainless Steel Commercial Sink with One Drainboard – 80 ½"	
WebstaurantStore	460UCRT18243	1	Regency 18" x 24" Three Shelf Chrome Heavy Duty Utility Cart	
WebstaurantStore	600DT1	3	Regency Twist Handle Waste Valve – 3 ½" Sink Opening	
WebstaurantStore	190FPRSFA12K	1	1.15 GPM Wall-Mounted Pre-Rinse Assembly with 8" Centers and 12" Add On Faucet	
WebstaurantStore	SHIPPING	1	Shipping	
WebstaurantStore	460EC26	20	Regency 5" Polyurethane Stem Shelving Casters – 4/Set	
WebstaurantStore	460EG2460HD	20	Regency 24" x 60" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
WebstaurantStore	460EG2460HDK	20	Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
WebstaurantStore	SHIPPING	1	Shipping	
Clark	C15L	1	New Forklift Clark Model C15L 3000 lb capacity Triple mast w Side shifter Solid pneumatic tires Propane Powered	P152L 000712020VN

Eden Growrooms		1	Walk-In Combination: 77ft. 0in. X 20ft. 8in. X 10ft. 4in. - 5 Cooler(s) 0 Freezer(s)	Order No 46460
Eden Growrooms		1	Grow Room: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint.	
Eden Growrooms		1	Exterior of Leftt end wall to be White - 4" extruded polystyrene, white stucco embossed 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Door, 48 in. X 96 in.; med temp inside, without floor, Vert-Ergo handle, LED light, LED thermometer switch, door closure and 2 strap hinges, hinge left centered on front length wall , with U.S. Cooler Logo	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Viewing window - non-heated cooler - 14" x 24" (usc 10315)	
Eden Growrooms		1	Additional Strap Hinge	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Door, 48 in. X 96 in.; med temp inside, without floor, Vert-Ergo handle, LED light, LED thermometer switch, door closure and 2 strap hinges, hinge left centered on front length wall , with Eden Grow Room Logo	
Eden Growrooms		1	Viewing window - non-heated cooler - 14" x 24" (usc 10315)	
Eden Growrooms		1	Additional Strap Hinge	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Door, 48 in. X 96 in.; med temp inside, without floor, Vert-Ergo handle, LED light, LED	

			thermometer switch, door closure and 2 strap hinges, hinge left centered on front length wall , with Eden Grow Room Logo	
Eden Growrooms		1	Viewing window - non-heated cooler - 14" x 24" (usc 10315)	
Eden Growrooms		1	Additional Strap Hinge	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Door, 48 in. X 96 in.; med temp inside, without floor, Vert-Ergo handle, LED light, LED thermometer switch, door closure and 2 strap hinges, hinge left 7' 8" from right corner on front length wall , No Logo	
Eden Growrooms		1	Viewing window - non-heated cooler - 14" x 24" (usc 10315)	
Eden Growrooms		1	Additional Strap Hinge	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Door, 48 in. X 96 in.; med temp inside, without floor, Vert-Ergo handle, LED light, LED thermometer switch, door closure and 2 strap hinges, hinge left centered on front length wall , with Eden Grow Room Logo	
Eden Growrooms		1	Viewing window - non-heated cooler - 14" x 24" (usc 10315)	
Eden Growrooms		1	Additional Strap Hinge	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		2	Test assembly, packaging, and handling - 3'4" x 8'6" x 5' vertical skid 8 - 57" uprights & 2 - 40"bottom boards	

Eden Growrooms		6	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Shipping and Handling	
WebstaurantStore	460EC26	60	Regency 5” Polyurethane Stem Shelving Casters – 4/Set	
WebstaurantStore	460EG2460HD	60	Regency 24” x 60” Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
WebstaurantStore	460EG2460HDK	60	Regency 24” x 60” x 74” Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
WebstaurantStore	SHIPPING	1	Shipping	
Climate Solutions		1	A/C Equipment/Materials including: (6) Carrier 5-ton condenser (M/N: 24ACC460A003) (6) Carrier AHU (M/N: FB4CNP060L) (6) Carrier 10KW/7.5KW heater (M/N: FC0901N10) (6) Compressor crankcase heaters (6) Low ambient head pressure control (6) Delay on break time delay relay (6) Filter frame - EZ2020-FC; 20" x 20" (6) Fresh air supply fan (12") mounted to mixing box (6) Air filter - 20" x 20"; washable (6) Exhaust fan (12") mounted to chamber box or duct-mounted (12) Variable speed controller - 2 per box	Invoice 10644
Climate Solutions		1	Mister Pump Materials including: (6) Mister pump assembly with low pressure switch (6) 25 Ft of 3/8" tube with four (4) nozzles, one (1) end fitting, four (4) unions and pump fittings	
Climate Solutions		1	Chamber Controls including: (12) Novus temperature/humidity controller (2 per chamber) - M/N: 80323H6335, N323-RHT RS485; 24V (12) Novus temperature/humidity sensor (2 per box) - M/N: 8830000060; 3 M PVC cable (6) ABS controller box	
Hotsy/Carlson	1744	1	HOTSY CWW 4.8/3000, 230V 3PH WITH AUTO START/STOP	Invoice 42229
Hotsy/Carlson	280717	1	OPTION, START/STOP, HOTSY	
Hotsy/Carlson	89045270 87589810	1	WHEEL KIT STAINLESS STEEL FOAM CANNON PF22	
Hotsy/Carlson	LBR	1	LABOR – DEALER PREP	
Hotsy/Carlson	FREIGHT	1	Freight Charges	
Load Trail	LT5754	1	2021 Scissor Lift Dump Trailer	4ZEDT1223M2235754

Webstaurant Store	109FE3182424RT	1	Right Drainboard Advance Tabco FE-3-1824-24 Three Compartment Stainless Steel Commercial Sink with One Drainboard - 80 1/2"	
Webstaurant Store	190FPRSFA12K	1	1.15 GPM Wall-Mounted Pre-Rinse Assembly with 8" Centers and 12" Add On Faucet	
Webstaurant Store	600DT1	3	Regency Twist Handle Waste Valve - 3 1/2" Sink Opening	
Webstaurant Store	109191823FV	1	Advance Tabco 19-1823FV 16-Gauge Multi-Station Hand Sink with 8" Deep Bowl and 1 Toe Operated Faucet – 23" x 17 ½"	
Webstaurant Store	SHIPPING	1	Shipping	
Climate Solutions		1	Additional financeable Items for Chambers 1-5 including: -Return air mixing box, custom fabricated -Return air grill 20 x 25 -90 deg 12" adjustable duct for supply, 4 per box -18" straight spiral duct, 15' per box -duct connectors, 12 inch and 18 inch -square to (2) 12" round supply plenum box -square to 18" round return plenum box -12-inch spiraduct 10' -20' x 18' x 14' Sheet metal return ducting with caps -20 x 20 Filter Box with Door	Invoice 10742
Ricardo Lopez Construction		2	10x10 Roll Up Doors	Invoice #39
Hyundai	LS144436	1	New Hyundai 18BR-9U Forklift	HHKHFY10CF0000269
Big Joe	LS15283	1	New Big Joe PDS25 Power Driven Stacker	3301000848
Krowne	KRN17109WL	1	Krowne Model No. 17-109WL (KRN17109WL) Krowne Royal Series, pre-rinse Assembly, with add-on faucet, wall mount, 8" centers, spring action flexible gooseneck, 38"H stainless steel hose with 15" overhang & 1.2 GPM spray head, built in check valves, 2.0 GPM add-on faucet with 12" swing spout, quarter-turn ceramic cartridge valves, includes wall bracket & mounting kit, chrome plated brass base, low lead compliant, ships pre-assembled, NSF (interchangeable with most brands), 1 each/cs	
Japro	JAXS3C242424RL	1	Jaxpro Foodservice Products Model No. (JAXS3C242424RL) Sink, Three Compartment, 24" double drainboards, 30" x 125" OA, 24" front-to-back x 24" wide sink compartment, 14" deep, with 10" high splash, raised rolled edge at front and sides, with 3-1/2" drain baskets, 16/304 stainless steel, galvanized legs with plastic bullet feet, NSF, 1 each/cs	
White Cap		14	K100 SLOPED PRECAST POLYMER CONCRETE TRENCH DRAIN CHAN W/GALV EDGE 39.37"	Invoice #50015883434
White Cap		2	K1-003 CONSTANT DEPTH CHANNEL GALVANIZED EDGE 19.69"	

White Cap		26	G411D 1M DRAINLOK GALVANIZED PERFORATED CLASS C GRATE ACO	
White Cap		32	INSTALLATION DEVICE 4" ACO	
White Cap		8	UNIVERSAL END CAP K100 SERIES ACO	
White Cap		2	ACO SEALANT 10OZ TUBE	
White Cap		1	GRATE REMOVAL TOOL ACO	
White Cap		1	SHIPPING AND HANDLING	
Mennekes	AMX3A-939349	4	AMAXX ENCLOSURE ASSEMPLY IN ¾ ENCLOURE, 390mm x 225mm; WITH: 1 EA. 20A 120V GFCI DUPLEX RECEPTACLE WITH NOT IN USE COVER; 2 EA. AMX430M19 INTERLOCKED RECEPTACLE MODULES. WIRING PER DRAWING.	Inv #0558845-IN
Mennekes	430P9W	4	30A 4W 250V PLUG WT	
Mennekes		1	Freight	
Climate Solutions		1	HVAC equipment for Satterwhite Building 8 Chambers 7-15 including the following: (09) 5-ton Carrier condenser (M/N: 24ACC460A003) (09) 5-ton Carrier air handler (M/N: FB4CNP060L) (09) Carrier 10KW/7.5KW heater (M/N: FC0901N10) (09) Compressor crankcase heater (09) Low ambient head prerssure control (09) Delay on break time delay relay (09) 20" x 20" filter frames - EZ2020-FC (09) 12" fresh air supply fan mounted to mixing box (09) 20" x 20" washable air filter - Carter (09) 12" exhaust fan mounted to chamber box or duct-mounted (18) Variable speed controller, 2 per box (54) Vapor-proof 4' LED fixtures - 6 per chamber (09) Mister Pump assembly with low pressure switch (09) Tube - 25ft 3/8", nozzles (4), 1-end fitting, unions (4) + pump fittings (18) Novus controllers - 2 per chamber (M/N: NOVUS 80323H6335 and M/N: N323-RHT RS485 24V temperature/humidity controller) (18) Temp humidity sensor - 2 per box (M/N: 8830000060 NOVUS RHT) and 3 m PVC cable (09) ABS controller box	Invoice 10841
Climate Solutions		1	HVAC equipment for Satterwhite Building 8 Chamber Hallway including the following: (02) 1.5-ton Carrier condenser (M/N: 24ACC418A003) (02) 1.5-ton Carrier air handler (M/N: FB4CNP018L)	Invoice 10846

			(02) Carrier 10KW/7.5KW heater (M/N: FC0901N10) (02) Compressor crankcase heater (02) Delay on break time delay relay	
Union Jack	M1	3	Hot & Cold Water Mixing Station	Invoice 3554
Union Jack	93243-0703US	3	Heavy-Duty Commercial Wash-Down Nozzle Blue + 3/4" QuickConnect	
Union Jack	1510-0750-75-A	3	75 ft. Poseidon Oil Resistant White Wash Down Hose Assembly	
Union Jack	71609-29629	5	24" Single Blade Squeegee with 60" PP Handle Black	
Union Jack	70393-29623	3	Tank Brush Medium Bristle with 60" PP Handle Blue	
Union Jack	31999-29629	3	24" Small Particle Push Broom w/ 60" Handle Color:Black	
Union Jack	70379	2	Remco Tank Brush Stiff Replacement Black	
Union Jack	29629	2	Remco / Vikan 60" Polypropylene Handle Color:Black	
Union Jack	70673	2	Adjustable Waterfed Tank Brush Blue	
Union Jack	29603	2	Remco / Vikan 51" Polypropylene Handle Color:Blue	
Union Jack	41922	2	Short Handled Stiff Scrub Brush Color:Green	
Union Jack	38852	2	Round Scrub Brush Color:Green	
Union Jack	38922	2	Large Hand Brush Flared Bristle Stiff Scrub Color:Green	
Union Jack	SHIPPING	1	Shipping	
WebstaurantStore	#460EC26 - SET	26	Regency 5” Polyurethane Stem Shelving Casters – 4/Set	
WebstaurantStore	#460EG2460HD	48	Regency 24” x 60” Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
WebstaurantStore	#460EG2460HDK	22	Regency 24” x 60” x 74” Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
WebstaurantStore	SHIPPING	1	Shipping	
White Cap	SP/740-1-1	12	K100 SLOPED PRECAST POLYMER CONCRETE TRENCH DRAIN CHAN W/GALV EDGE 39.37”	
White Cap	SP/740-1-1	10	K100 SLOPED PRECAST POLYMER CONCRETE TRENCH DRAIN CHAN W/GALV EDGE 39.37”	

White Cap	39012656	10	G411D 1M DRAINLOK GALVANIZED PERFORATED CLASS C GRATE ACO	
White Cap	39097477	11	INSTALLATION DEVICE 4" ACO	
White Cap	39096822	2	UNIVERSAL END CAP K100 SERIES ACO	
White Cap	39091120	1	ACO SEALANT 10OZ TUBE	
Ace Mart	GUSWT3072-416	2	WORK TABLE, STAINLESS STEEL TOP 30" x 72" Stainless Work Table. 72" l. x 30" d. x 34" h. Certified NSF.	
Ace Mart	GUSWT2448-416	2	WORK TABLE, STAINLESS STEEL TOP 24" x 48" Stainless Work Table. 48" l. x 24" d. x 34" h. Certifications NSF.	
Ace Mart	FG452088BEIG (RUB4520)	3	BUSSING UTILITY TRANSPORT CART Material Handling/Heavy Duty Utility Cart, 44"L x 25-1/4"W x 39"H, 500 lb. total capacity, (2) lipped shelves, open base, polypropylene, (4) 5" thermoplastic rubber (TPR) casters, assembly required, beige, Made in USA	
Ace Mart	MODEL NO. 311 (LAK311)	3	BUSSING UTILITY TRANSPORT CART, METAL Utility Cart, open, (3) shelf, shelf size 24"W x 15-1/2"D, stainless steel angle frame with push handle, 20 ga. stainless steel legs, 300 lb. capacity, 3-1/2" swivel casters, Made in USA	
Ace Mart	MODEL NO. 2018806 (RUB2018806)	4	LOBBY DUST PAN MaximizerTM Wet/Dry Debris Pan, 29" x 16-7/8" x 12"H, 32 oz. capacity, molded in baffles, hanger bracket, rear wheels, molded comfort grip, handing hole, steel handle, polypropylene, black	
Ace Mart	MODEL NO. 2018807 (RUB2018807)	4	BROOM MaximizerTM BroomgeeTM, 4-1/8" x 7"H (44-1/2" O.A.L.), double sided, includes (1) broom with polypropylene bristles & (1) 2-1/2" TPE squeegee blade, molded comfort grip, steel handle, black	
Ace Mart	MODEL NO. FG611277YEL (RUB6112)	4	WET FLOOR SIGN Floor Sign, "Caution Wet Floor", 2-sided, 26"L x 11"W x 25"H when open, yellow, Made in USA	
Ace Mart		1	Freight	
Uline	S-11507	2	Pure Flow 1000 Saline Cartridge 2/Carton	
Uline	H-1297	2	Pure Flow 1000 Eyewash Station	
Uline	Freight	1	Freight	
Uline	Freight	1	Freight	
Ricardo Lopez Construction		1	Double Door 6x7	Invoice #51

Ricardo Lopez Construction		1	Labor to install double door on back wall, between building 8 & 10	Invoice #52
Uline	H-3775M	1	Corrosive Safety Cabinet - Manual Doors, 30 Gallon	
Uline	Shipping	1	Shipping	
Uline	Shipping/Handling	1	Eyewash Station return Shipping/Handling	Invoice 136427653
Uline		1	Sales Tax	
Webstaurant Store	460EG2460HDK	120	Regency 24" x 60" x 74" Four Shelf Green Epoxy Heavy-Duty Dunnage Shelving Unit – 3200 lb.	
Webstaurant Store	460EC26	120	Regency 5" Polyurethane Stem Shelving Casters – 4/Set	
Webstaurant Store	460EG2460HD	120	Regency 24" x 60" Green Epoxy Heavy-Duty Dunnage Shelf with Wire Mat – 800 lb. Capacity	
Webstaurant Store	Freight	1	Freight	
Vestil	Self Dumping Hopper	1	Model D-300-HD Three Cubic Yard Hopper	Invoice #8500000939
Vestil	Shipping	1	Estimated Shipping to Buda, TX	
White Cap	SP/740-1-1	10	K100 SLOPED PRECAST POLYMER CONCRETE TRENCH DRAIN CHAN W/GALV EDGE 39.37"	Invoice #50016460999
White Cap	39012656	10	G411D 1M DRAINLOK GALVANIZED PERFORATED CLASS C GRATE ACO	
White Cap	39097477	11	INSTALLATION DEVICE 4" ACO	
White Cap	39096822	2	UNIVERSAL END CAP K100 SERIES ACO	
White Cap	39091120	1	ACO SEALANT 10OZ TUBE	
Eden Growrooms		7	Frank Slide Door: Size: 48" x 96" tall Cooler 4" thick Interior Standard Stucco White Finish Exterior Standard Stucco Galvalume Finish White Back up Header & Casings Alum Extruder header with Alum drop track	Order No 47046SD

			Gray alum extruded casings Panel mounted gaskets Gray casing mounted leading edge closure hook Floor mounted trailing edge poly guide Interior/exterior pull handles 10” carriage bolts, nuts & washers for installation. Door to be mounted on exterior of box 14x24” Viewing Window Indicate Logo: No Specify Slide Direction - Left	
Eden Growrooms		6	Frank Slide Door: Size: 48” x 96” tall Cooler 4” thick Interior Standard Stucco White Finish Exterior Standard Stucco Galvalume Finish White Back up Header & Casings Alum Extruder header with Alum drop track Gray alum extruded casings Panel mounted gaskets Gray casing mounted leading edge closure hook Floor mounted trailing edge poly guide Interior/exterior pull handles 10” carriage bolts, nuts & washers for installation. Door to be mounted on exterior of box 14x24” Viewing Window Indicate Logo: No Specify Slide Direction - Right	
Eden Growrooms		1	Shipping & Handling	

Eden Growrooms		2	Roll Seal 8’ x 8’ Roll Up Door with KIT Cooler switch, remote receiver & transmitter	Order No 47047OD
Eden Growrooms		1	Shipping & Handling	
Eden Growrooms		1	Grow Room #7: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-9" from right corner on front 15'-6" wall - sill to be 0" Frank Doors are on a separate quote. *NOTE* No floor	Order No 47046A
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		16	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Test assembly, packaging, and handling - 3'4" x 11' x 5' vertical skid 10 - 57" uprights & 2 - 40"bottom boards. Includes 2 pieces of full wrap fiber corners.	
Eden Growrooms			Shipping & Handling	
Eden Growrooms		1	Grow Room #8: 15'-6" X 20'-8" X 10'-4" - 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" - located 5'-9" from right corner on front 15'-6" wall - sill to be 0" Frank Doors are on a separate quote. *NOTE* No floor	Order No 47046A2
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		16	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Test assembly, packaging, and handling - 3'4" x 11' x 5' vertical skid 10 - 57" uprights & 2 - 40"bottom boards. Includes 2 pieces of full wrap fiber corners.	
Eden Growrooms		2	Additional Doors Frank Slide Door: size: 48" x 96"tall Cooler 4” thick	Order No 47046ASD

			Interiior Standard Stucco White Finish Exterior Standard Stucco Galvalume Finish White Back up Header & Casings Alum Extruded header with alum drop track Gray alum extruded casings panel mounted gaskets Gray casing mounted leading edge closure hook floor mounted trailing edge poly guide interior/exterior pull handles 10" carriage bolts, nuts & washers for installation. Door to be mounted on exterior of box 14 x 24" Viewing Window Indicate Logo: NO Specify Slide Direction_____:	
			Shipping & Handling	
Eden Growrooms		1	Walk in Cooler: 41'-10" X 48'-0" X10'-4" – 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, stucco embossed galvalume 26 gage interior, nsf approved. Opening for 1 Roll Seal 8' x 8' Roll Up Door to be 8'-0" X 8"-0" – located 6'-1" from left corner on the 48' wall – sill to be 0" Door on a separate quote	Order No 47047
Eden Growrooms		1	Plastic Support for Door Opening Opening for 1 Roll Seal 8'x8' Roll Up Door to be 8'-0" X 8'-0" – located 16'-9" from right corner on right 27'-0" wall – sill to be 0" Door on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		2	2 x 4 Reinforcement for Door Openings	
Eden Growrooms		1	½" plywood exterior reinforcement for door opening *NOTE* No floor	
Eden Growrooms		1	Grey vinyl screeding by the foot	
Eden Growrooms		48	Suspended ceiling supports, no cable provided.	
Eden Growrooms		3	Test assembly, packaging, and handling - 3'4" x 14' x 5' vertical skid 12 - 57" uprights & 4 - 40"bottom boards. Includes 2 pieces of full wrap fiber corners.	
Eden Growrooms		3	Test assembly, packaging, and handling - 4' x 11' x 7' flat stack skid ltl Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Shipping and Handling	
Eden Growrooms		1	Two additional Chambers 6 & 7 to be added to existing box job $46460	Order No 46460A

Eden Growrooms		1	#6 Grow Room: 15'-6" X 20'-8" X 10'-4" -4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch up paint. *NOTE* No Floor	
Eden Growrooms		1	Grey vinyl screeding by the foot Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" -located 5'-9" from right corner on front 15'-6" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		16	Suspended ceiling supports, no cable provided (1282)	
Eden Growrooms		1	#7 Grow Room: 15'-6" X 20'-8" X 10'-4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch -up paint. *NOTE* No floor	
Eden Growrooms		1	Grey vinyl screeding by the foot Opening for 1 Frank 4'x 8' Slide Door to be 4'-0' X 8'-0" – located 5'-9" from right corner on front 15'6" wall- sill to be 0' Frank Doors are on a separate quote.	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		5	New header & wall panels to change out existing swing doors to slide doors in chamber 1-5 – 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gage interior, nsf approved. Includes touch up paint.	
Eden Growrooms		5	Plastic Support for Slide Door Openings	
Eden Growrooms		2	Test assembly, packaging, and handling - 4' x 11' (white) flat stack skid – Shrink wrapped. Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		15	Frank Slide Door: size: 48" x 96"tall Cooler 4" thick Standard Stucco Galvalume Finish Exterior Standard Stucco White Finish Interior Back up Header & Casings Alum Extruded header with alum drop track alum extruded casings panel mounted gaskets casing mounted leading edge closure hook floor mounted trailing edge poly guide interior/exterior pull handles 10" carriage bolts, nuts & washers for installation. Door to be mounted on exterior of box Indicate Logo	Order No 47689SD

Eden Growrooms		1	Walk-In Combination: 92ft. 4in. X 20ft. 8 in. X 10ft. 4in. (6) Cooler(s) 0 Freezer(s)	Order No 47046
Eden Growrooms		1	Grow Room: 15'-6 X 20'-8" X 10'-4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. *NOTE* No floor	
Eden Growrooms		1	Grey vinyl screeding by the foot Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" – located 5'9" from right corner on front 15'-6" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening	
Eden Growrooms		8	Suspended ceiling supports, no cable provided (1282)	
Eden Growrooms		1	Grow Room: 15'-4 X 20'-8" X 10'-4" – 4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" – located 5'9" from right corner on front 15'-4" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening *NOTE* No floor	
Eden Growrooms		1	Grey vinyl Screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8 X 10'-4" -4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" – located 5'8" from right corner on front 15'-4" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening *NOTE* No floor	
Eden Growrooms		1	Grey vinyl Screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	

Eden Growrooms		1	Grow Room: 15'-4" X 20'-8 X 10'-4" -4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" – located 5'8" from right corner on front 15'-4" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening *NOTE* No floor	
Eden Growrooms		1	Grey vinyl Screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8 X 10'-4" -4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" – located 5'8" from right corner on front 15'-4" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening *NOTE* No floor	
Eden Growrooms		8	Grey vinyl Screeding by the foot	
Eden Growrooms		1	Grow Room: 15'-4" X 20'-8 X 10'-4" -4" extruded polystyrene, stucco embossed galvalume 26 gauge exterior, white stucco embossed 26 gauge interior, nsf approved. Includes touch-up paint. Opening for 1 Frank 4' x 8' Slide Door to be 4'-0" X 8'-0" – located 5'9" from right corner on front 15'-6" wall – sill to be 0" Frank Doors are on a separate quote	
Eden Growrooms		1	Plastic Support for Door Opening *NOTE* No floor	
Eden Growrooms		1	Grey vinyl Screeding by the foot	
Eden Growrooms		8	Suspended ceiling supports, no cable provided. (1282)	
Eden Growrooms		8	Test assembly, packaging, and handling - 4' x 11' (white) flat stack skid – Shrink wrapped. Includes 4 pieces of full wrap fiber corners.	
Eden Growrooms		1	Shipping & Handling	

Climate Solutions		1	Chamber Hallway HVAC equipment for Satterwhite Building 8 Chamber Hallway including the following: (02) 1.5-ton Carrier condenser (M/N: 24ACC418A003) (02) 1.5-ton Carrier air handler (M/N: FB4CNP018L) (02) Carrier 10KW/7.5KW heater (M/N: FC0901N10) (02) Compressor crankcase heater (02) Delay on break time delay relay	Air Handler SNs 212738UK3V 212738TT3V 212731KX3V 21224S3G3V 21323PW73V 21323PW13V Heater SNs 21281NRU5F 2133239E5F 21333UKT5F 213322115F 21333BS35F 21333B995F Heater w Breaker SNs 2130B2CNDX 2127B2DKTX 2130B1DK5X 2130B1DLCX 2117B1DS4X 2117B1DR4X
Climate Solutions		2	30-Gallon Hot Water Heaters	
Climate Solutions		3	Heat Pumps	
Climate Solutions		3	Air Handlers	
Climate Solutions		3	Electric Heaters	
Climate Solutions		1	WIFI Thermostat	
Climate Solutions		1	24,000 BTU 230V Indoor Minisplit Unit	
Climate Solutions		1	24,000 BTU 230V Outdoor Minisplit Unit	
Climate Solutions		1	Miscellaneous Supports/Conduit	
Climate Solutions		4	5-HP condensing units R448A (Russel M/N: RFOS05E4SE)	E192100330 E272101434 E272101435

				E272101436
Climate Solutions		4	6-Fan evaporators (Russel M/N: RL6A390AECL)	e252100933 e252100934 e272101414 e272101415
Climate Solutions		4	Ranco thermostats	
Climate Solutions		4	Copper line sets and insulation	
Climate Solutions		4	Electrical switches, conduit and wiring	
Climate Solutions		4	Structural supports and hardware	
Climate Solutions		1	Additional items for Chamber 6 -Return air mixing box, custom fabricated -Return air grill 20 x 25 -90 deg 12" adjustable duct for supply m -18" straight spiral duct -duct connectors, 12 inch and 18 inch -square to (2) 12" round supply plenum box -square to 18" round return plenum box -12-inch spiraduct 10' -20' x 18' x 14' Sheet metal return ducting with caps -20 x 20 Filter Box with Door	
Climate Solutions		1	Chambers 7-15 HVAC equipment for Satterwhite Building 8 Chambers 7-15 including the following: (09) 5-ton Carrier condenser (M/N: 24ACC460A003) (09) 5-ton Carrier air handler (M/N: FB4CNP060L) (09) Carrier 10KW/7.5KW heater (M/N: FC0901N10) (09) Compressor crankcase heater (09) Low ambient head prerssure control (09) Delay on break time delay relay (09) 20" x 20" filter frames - EZ2020-FC (09) 12" fresh air supply fan mounted to mixing box (09) 20" x 20" washable air filter - Carter (09) 12" exhaust fan mounted to chamber box or duct-mounted (18) Variable speed controller, 2 per box (54) Vapor-proof 4' LED fixtures - 6 per chamber (09) Mister Pump assembly with low pressure	Condenser SN 0721E25460 4920E23510 0721E25455 1621E10782 0721E25456 0721E25463 1621E10781 0721E25458 0721E25449 4120E20864 1621E07710 1621E07707 1621E07709 1621E07715 1621E07691 Air Handler SN 2321F08215 2421F09163 2421F09175 2321F08220

			switch (09) Tube - 25ft 3/8", nozzles (4), 1-end fitting, unions (4) + pump fittings (18) Novus controllers - 2 per chamber (M/N: NOVUS 80323H6335 and M/N: N323-RHT RS485 24V temperature/humidity controller) (18) Temp hmidity sensor - 2 per box (M/N: 8830000060 NOVUS RHT) and 3 m PVC cable (09) ABS controller box	2321F08227 2321F08213 2321F08228 2321F08224 2321F08130 1021F10459 1021F10462 1021F10503 1021F10511 1021F10508 1021F10507 Heater SNs 2108-1433469 2108-1433472 2108-1433467 2108-1433492 2108-1433495 2108-1433471 2125-1601174 2125-1601185 2125-1601214 2125-1601167 2126-1610605 2128-1620676 2125-1601186 2125-1601171 2125-1601213

Agreed to and Accepted:

CAMBER ROAD PARTNERS, INC.

"LESSOR"

By: Steve Aronson

Name: Steve Aronson

Title: CEO

Date: 11/30/2023

Agreed to and Accepted:

SMALLHOLD, INC.

"LESSEE"

By:

Name: Andrew Carter

Title: CEO

Date: 11/30/2023

Exhibit 5

From: Cynthia Hegarty
To: Hegarty, Cynthia L.
Subject: Smallhold Vernon, CA Going Out Of Business sale
Date: Thursday, June 6, 2024 3:16:44 PM







Cynthia L. Hegarty
Counsel
Winthrop & Weinstine, P.A.
Direct dial: 612-604-6570
Cell 612-251-4413


SMALLHOLD
3257
USDA


Business Closing
SALE
3257 E 26th


GOING OUT OF
BUSINESS SALE
3257 E 26th St
Vernon, CA 90058

Exhibit 6

KAPITAL PARTNERS HOLDINGS, LLC

73 Market Street,
Venice, CA 90291

July 1, 2024

Via Email

Smallhold, Inc.
c/o Jami Nimeroff, Esquire
Subchapter V Trustee
Brown McGarry Nimeroff LLC
919 N. Market Street, Suite 420
Wilmington, DE 19801

Dear Jami,

Kapital Partners Holdings, LLC ("Kapital") and Kapital 1, LLC (collectively, "Kapital" or "Bidder") is pleased to submit this non-binding term sheet (the "Proposal") to support Smallhold, Inc. ("Debtor" or the "Company") through its Chapter 11 Subchapter V reorganization. We have spent significant time evaluating the mushroom industry and have developed a very deep understanding of the complexities involved in successfully operating and growing a mushroom farming operation. We have further spent considerable time and effort evaluating the Company, including its history and the circumstances that have led to its present condition and are excited to support the Company through its current challenges and in its next phase of growth.

Background

As background, Kapital is a private investment company owned by Kapish Haldia. Established in 2024, Kapital is squarely focused on investing in family and founder-owned businesses that are at an inflection point including periods of transformation or growth. Kapital employs a flexible mandate that allows us to partner with business owners and their key employees in a myriad of ways, with the ability to invest in companies at any stage of their lifecycle, throughout the capital structure, and without specified investment horizons. We bring the collective experience of investors that have deployed over $2 billion of capital in private transactions and operators with substantial experience across industries including food manufacturing, agriculture and distribution. Kapital takes pride in our ability to partner closely with founders and management teams over the long term.

Specifically, Kapital's principles have launched multiple investment platforms over the past ten years, including Highview Capital, LLC based in Los Angeles, CA. As a member of the founding team of Highview Capital, Mr. Haldia invested $500 million across 50 acquisitions to build 6 leading companies, totaling over $2.5 billion in sales and over 5,000 employees. Such investments include GS Foods Group, a specialized foodservice distribution business serving value-focused end markets including K-1 2 education, corrections, and business & industry, among others. Mr. Haldia, as a Board member and investor, led the formation of GS Foods group and helped grow the company from $200 million of sales in 2018 to over $1.3 billion through organic initiatives and strategic M&A. Kapital continues to actively invest in and build leading businesses, including The Mechanical Group, a leading provider of HVAC-R services to

blue-chip customers across the Southwest, which Kapital has helped grow from $1.4 million in sales to over $15 million in less than 2 years.

Investment Fit

We believe the Company presents an unparalleled opportunity to deliver additional value to new and existing customers and create a premier, innovation focused platform for mushroom products in North America. Further, we believe this Proposal provides the Debtor, its unsecured creditors and the estate a certain and much improved path to substantial initial liquidity with material incremental upside in the near-term.

We further believe Kapital is the ideal partner for Smallhold for the following reasons:

- Structure that delivers the Debtor an immediate increase in liquidity via a replacement DIP to provide sufficient runway during the Chapter V reorganization process
- Ability to fund a deal within days, delivering speed and certainty for the Debtor
- Opportunity to capitalize on substantial synergies, including cross-selling opportunities through a partnership Kapital has ready to execute with the Company's largest vendor that can immediately absorb and materially improve the operations of the Company
- World-class management team and network of operating advisors to augment senior management and assist with driving future growth initiatives
- Significant capital and personnel resources to help drive future growth initiatives

We believe in this partnership, and we are extremely excited to partner with the Company. Our Proposal does not require any diligence and we are ready to put forward the capital at terms outlined in **Exhibit A** immediately.

We look forward to the opportunity to support Smallhold through its Chapter V reorganization and to write the next chapter in the Company's legacy. Should you have any questions about this proposal please feel free to contact Kapish Haldia at (213) 948-4343.

Sincerely,



Kapish Haldia

Founder

Kapital Partners Holdings, LLC

KAPITAL PARTNERS HOLDINGS, LLC

73 Market Street,
Venice, CA 90291

EXHIBIT A: NON-BINDING TERM SHEET

TERMS

Transaction: This term sheet outlines the material terms pursuant to which Kapital Partners Holdings, LLC and Kapital 1, LLC (collectively, "Kapital" or "Bidder") will submit a bid and plan to acquire certain assets of Smallhold, Inc. ("Debtor" or the "Company") pursuant to the terms outlined in this term sheet.

Replacement DIP: Bidder will provide financing replacing the current DIP loan in the amount up to $1,250,000. The Replacement DIP shall be used to repay the current DIP loan, any fees and expenses, administrative claims, and provide liquidity runway for the Debtor. The terms of the new DIP loan will be substantially the same except for a flat interest rate of 12% and no other closing fees or costs or expense reimbursements.

Funds for Unsecured Claims: Bidder will provide $125,000 upon acceptance of the new plan by the appropriate court to be split proportionally by all unsecured creditors. These funds will be available immediately and unconditionally upon acceptance of the new plan by the appropriate court. Additionally, Bidder will provide an additional $125,000 to be distributed in four increments on the first business day of each calendar fourth quarter, with $31,250 in each year from 2024 to 2027.

Funds for Operations: Bidder will provide up to $250,000 of working capital to support the ongoing operations of NewCo upon acceptance of the new plan by the appropriate court. Additionally, as required by operations, Bidder will further provide a $750,000 12-month revolving line of credit to NewCo at substantially the same economic terms as the DIP to further support growth and ongoing operations.

Operation of the Business: Kapital shall have the right to operate the business upon acceptance of the new plan by the appropriate court. Kapital will bring substantial operating resources and its long history of building and operating manufacturing, distribution, and consumer products businesses to put forward a detailed plan of action to maximize the future prospects of the Company for all stakeholders. Kapital has further agreed to a partnership with the Company's largest vendor that provides substantial operating ability and continuity, with Kapital able to assume all business operations without any pause and have seasoned industry veterans be the leaders of the Company going forward.

KAPITAL PARTNERS HOLDINGS, LLC

73 Market Street,
Venice, CA 90291

Financing:	Kapital has secured the necessary equity financing to support this proposal in its entirety and our Equity Commitment Letter is included herein.
Miscellaneous:	This term sheet is non-binding and the terms set forth herein are strictly confidential. The parties will agree to customary terms in a formal letter of intent.