

After recording return to:  
Bendich, Stobaugh & Strong, P.C.  
126 NW Canal Street, Suite 100  
Seattle WA 98107

## **SUBORDINATION AGREEMENT REGARDING DEFAULT CHARGES AND CREDITORS' AGREEMENT**

Grantor: First Fidelity Bank  
Grantee: The Mortgage Capital Development Corporation  
Legal description: See attached Exhibit A  
Recording #: 2022-011339

The attached creditors' agreement, also referred to as Third Party Lender Agreement ("Agreement"), is between First Fidelity Bank and The Mortgage Capital Development Corporation. The agreement affects First Fidelity Bank's rights under the deed of trust executed by Klamath Falls Sonic, LLC and recorded at Klamath County Recording No. 2022-011339 and its rights under the note and obligations secured by that deed of trust.

This agreement is being recorded pursuant to ORS 205.130 because it affects the beneficiary's rights under the recorded deed of trust referenced above.

**FIRST AM**

NCS - 1192761



## THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT ("Agreement") is dated this 19<sup>th</sup> day of October, 2023, by and between First Fidelity Bank, ("Third Party Lender") whose address is 63 E Main St. Ste 100 Mesa, AZ 85201, and The Mortgage Capital Development Corporation, ("CDC") whose address is 1611 Telegraph Suite 504, Oakland CA 94612.

### RECITALS

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

SBA Loan #	43337591-04
SBA Loan Name:	Sonic Drive In
Borrower:	Klamath Falls Sonic, LLC
Operating Company (if any)	Team Drive In K Falls, LLC
Third Party Loan Amount:	\$1,350,000.00
Term of Third Party Loan	11 years
If Real Property – Project Address:	
Street address:	5419 South 6th Street and 2247 Homedale Road,
City, State, Zip code	Klamath Falls OR 97603

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

### TERMS AND CONDITIONS

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

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced; does not exceed the amount stated in the Authorization; and, will not exceed the amount allowed by the Authorization, plus reasonable costs of collection, maintenance, and protection of the Third Party Lender Lien. Any amounts owed by Borrower to Lender in excess of the Third Party Lender Lien amount stated in the Authorization cannot be secured by a lien on the Common Collateral unless it is subordinate to the 504 Loan.

2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate lien position in the Common Collateral upon the conditions that Third Party Lender executes this Agreement and disburses the Third Party Loan according to the terms represented to CDC and SBA.

3. Accurate Information. The Third Party Lender warrants and represents that all information provided by the Third Party Lender to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered false statements to the federal government under 18 U.S.C. §1001, and may subject the Third Party Lender to criminal penalties, and that CDC and SBA are relying upon the information submitted by the Third Party Lender.

4. Waiver of Provision Not to Encumber Common Collateral. Third Party Lender waives its rights to enforce, as against CDC and SBA, any provisions in its documents that prohibit Borrower from further encumbering the Common Collateral or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral.

5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program Requirements as established by SBA, including those

identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these 504 Loan Program Requirements, Third Party Lender waives any right to enforce such provisions while the 504 Loan has any unpaid balance and agrees that it must act in a commercially reasonable manner with regard to any enforcement action.

a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the Project, the Third Party Lender may not make future advances under the Third Party Loan except for reasonable costs of collection, maintenance, and protection of the Third Party Loan and Third Party Lender Lien.

b. No Early Call or Demand Provisions. Third Party Lender agrees that documents evidencing the Third Party Loan and the Third Party Lender Lien do not contain an early call feature or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan other than when there is a material default under the terms of its Third Party Loan documents, which shall include, but not be limited to, failure to make timely payments on the Third Party Loan, failure to pay taxes when due or violation of any financial covenants which would cause a prudent lender to believe that the prospect of payment or performance of the Third Party Note is impaired.

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

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

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

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

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

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

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

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

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

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

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of

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

d. The Third Party Lender agrees:

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

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

(i) proposes to sell its note, or

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

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

f. If the Third Party Lender loan documents contain a swap component or hedging contract (hereinafter defined as "swap agreement"), all costs associated with this swap agreement, which may be termed swap fees, termination fees, default fees

or other related fees, shall be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

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

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

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

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

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

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

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

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

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

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

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

Lender: First Fidelity Bank

By:  \_\_\_\_\_

Print Name: Chris Call

Title: EVP



State of Arizona )  
County of Maricopa ) ss.

This record was acknowledged before me on October 19<sup>th</sup>, 2023, by  
Chris Gall as the EVP (title) of First Fidelity  
Bank.

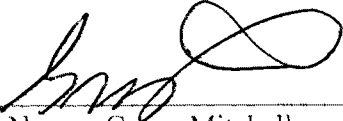


Place Notary Seal Above

Visnjic  
NOTARY PUBLIC in and for the State of  
Arizona

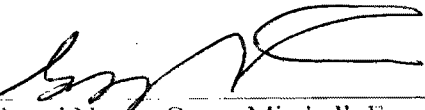
My commission expires: 12/6/2024

CERTIFIED DEVELOPMENT COMPANY (CDC):  
The Mortgage Capital Development Corporation

By:   
Print Name: Gregg Mitchell  
Title: Exec. Vice President

#### ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

By:  Date: 10/27/23  
Typed Name: Gregg Mitchell, Exec. Vice President, authorized officer of CDC.

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

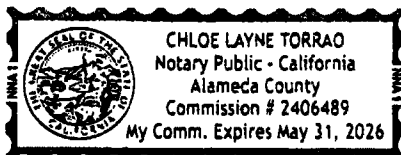
State of California )  
 ) ss.  
County of ALAMEDA )

On OCTOBER 27, 2023, before me, CHLOE LAYNE TORRAO Notary Public,  
personally appeared, GREGG MITCHELL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California, that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_

  
Signature of Notary Public

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**Exhibit A**  
Legal Description

The Land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

VACATED TRACTS 1 AND 2, PLEASANT HOME TRACTS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON

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ITEM	TOTAL QTY	ITEM NUMBER DESCRIPTION	QTY
001	1	C12052-3/15-NS SYS6700HD 3BS 1ROUTER NS	1
	3	G29360-1 ADAPTER, DM4AD62	3
	1	G29124 BASE, BS6700 1LN SONIC BASE, BS6700 1LN SONIC	1
	1	G29124 BASE, BS6700 1LN SONIC BASE, BS6700 1LN SONIC	1
	1	G29124 BASE, BS6700 1LN SONIC BASE, BS6700 1LN SONIC	1
	4	115G408 CBL ASY,BASE6100 POWER	4
	4	453G012 PWR SPLY,24VDC 64W SWCHNG LVL 6	4
	1	758003 TRNFR LTR,BLK/GRAY .50	1
	1	G29348 BRIDGE, CNFG INTERFACE BRIDGE, 6700HD CNFG	1
	1	115G374-1 CBL ASY,ETHRNET CAT6 10' WHITE	1

VENDOR	DESCRIPTION
ID Tech	POPS - PC, Display, Card Reader
FabCon	POPS - Housing, Lighting, Speaker/Mic, & Button
FabCon	Wall Mount Flat POPS Assembly
FabCon	POPS - Paint Pen (Yellow & Black)
FabCon	Wireless Access Points & Antennas
ID Tech	Drive-Thru POPS - Display
FabCon	Drive-Thru POPS - Housing, Lighting, Speaker/Mic
FabCon	Drive-Thru Digital Menu Display w/ LED Light Box
FabCon	45 Degree/Counter PAYS Enclosure
FabCon	90 Degree/Wall PAYS Enclosure
PosData	PAYS Unit
PosData	PAYS Client Radio & Antenna
PosData	PAYS Server Radio, Antennas, and Cables
PAM Distribution	Sonic Radio Amp, 1000 ft cable, Outdoor Speakers(5), Ceiling Speakers(2), Zones (3)
Hughes	Hughes Internet & Networking Equipment

Description	Qty
20" x 7'4" Sonic Channel Letters - (red returns - white faces - white trim cap)	2
Note: This price does not include raceway. If customer wishes for letters to be mounted on a raceway, addition \$400.00 per sign will need to be added to estimate.)	
SONIC Directional Sign (1.5 x 3) w Pole (type TBD)	2
Sonic 5x10 SF Bowtie Wall Sign (Backlit and Facelit)	1
Sonic DF Monument Sign NEW LOGO	1
6x12 with Stub out	
Single pole mounted/No Cladding	
Cherry Sign - 2' Diameter Circle	1
Freight and Crating (This is only an estimate. Cost may change +/- at time of shipping.)	

ITEM	TOTAL QTY	ITEM NUMBER DESCRIPTION	QTY	U
	3	115G374-2 CBL ASY,ETHRNT CAT6 50' WHITE	3	
	2	855G001-2 CBL,SPL 4 COND 22AWG WHT 200'	2	
	1	G30395-1 BATTERY CHGR, AC50	1	
	6	104G044 BATTERY,BAT50 PRIMARY LI-ION 720 mAh SECURE 3.7V	6	
	4	G29090-CF23 HDST,HS6200 MODEL:1402	4	
	2	453G013 PWR SPLY,5VDC 15W RA PLUGSWITCHING LVL 6	2	
	1	962G473 SWITCH, 8-PORT ETHERNET 10/100 MBPS NETGEAR FS608	1	
	1	400G719 GUIDE, WIRELESS DRIVE UP QUICK REFERENCE	1	
	2	456086 PROTECTOR,8 OUTLET SURGE	2	
	1	G01203-1 SPKR,CEILING MM100	1	
	1	G22846-2Z1 CONSOLE, SYS6700	1	

ITEM	TOTAL QTY	ITEM NUMBER DESCRIPTION	QTY
004	1	115G374-4 CBL ASY,ETHRNT CAT6 25' WHITE	1
005	18	C12052-SPFLT SONIC SOPEAKER W/FELT INSERT	18
	18	650032 SPKR, 3IN SQ W/PIGTAIL	18
	18	202G193 FELT,SONIC SPEAKER INSERT	18
	1	G22936-3Z1 ROUTER, SYS6700	1
	2	695001 TEMPLATE,MOUNTING	2
	1	321007 HOOK,COM/HEADSET	1
002	1	C12052-DT-NS SONIC DT NS SPKR/MIC/VDB	1
	2	855G001-2 CBL,SPL 4 COND 22AWG WHT 200'	2
	1	WIR-00003 CBL ASY, SONIC VDB POWER (W/ RESISTOR)	1
	1	G40082-2Z1 VDB102R	1
	1	G28291-1 MIC,DM4	1
	1	G27942-1 SPEAKER,SP10	1
	2	202G156 FOAM, ACOUSTIC DM4 DM5 SP10	2
003	1	G29933-1 REMOTE DISPLAY, SYS6700	1



Qty	A. Server Hardware	Part No.
1	INFOR CC PC-HD-GEN4-W10-2019-8GB-64BIT	FP-900668-010
1	SMARTSERIES SVR-16GB-G4-SVR2019SQL19	FP-900652-019
1	SMARTSERIES SVR-16GB-G4-W10-2019SQL19	FP-900652-010
1	KEYBOARD AND MOUSE WIRELESS W/MP	AS-700233-002
1	SmartSeries DVD Doc. Packages V6.5	SD-900400-000
	Subtotal A:	
Qty	B. POS Specific Hardware	Part No.
6	TERM INFOR T2 4G 15" MSR SSD W10-2019	FP-900203-001
	TERM INFOR T2 4G 15" MSR/FPR-IR SSD W10-2019	FP-900203-003
2	TABLE TOP STAND-T2	MD-900103-000
4	Wall mount flush (used with ceiling & swingarm)	60-104836-000
	Window Sill Terminal Mount	MD-900104-000
	Standalone Fingerprint reader	FP-700620-001
1	MS/NCR Cash Drawer	AS-146524-003
1	MS/NCR Cash Drawer Insert	59-100882-000
8	KDS-NEXT GEN-INFOR	FP-900500-000
2	CABLE LABEL KITS	AS-105200-000
5	INFOR USB BUMPBAR - 4'	FP-900580-004
3	INFOR USB BUMPBAR - 12'	FP-900580-012
1	Swipe Cards 100	AS-700583-002
30	Lanyards/ Clips	59-104716-000
	Subtotal B:	
Qty	C. Commercially Available Hardware	Part No.
2	D-Link 10/100 16 port switch	DSS-16
6	BackUPS 550CS Uninterruptible power supply, USB Interface	FP-700159-004
1	UPS-TRIPP-LITE-1U RACK	FP-104920-000
1	SWITCH-4-PORT KVM-TRIPPLITE-B005HUA4	FP-104826-010
1	LED-MONITOR 21.5" V226HQL BID W/STD	AS-700284-006
11	21 1/2" LED Monitor	AS-700284-004
6	BRACKET-MOUNT-WALL-FULL SWING 10"-30"	59-100601-007
	BRACKET-MOUNT-WALL-LCD/TV 13"-27"	59-100601-005
5	BRACKET-MOUNT-WALL-LCD/TV 23"-42"	59-100601-006
5	LCD Ceiling mounting bracket kits	MD-100606-001
1	Remote Printer Mounting Bracket with pole	MD-100607-000
8	Bump Bar Support Arm	100D293-G-1-A
3	PRINTER-EPSON TM-T88V SER CHARCOAL W/PS, SS	FP-700103-017
	PRINTER-EPSON TM-T88V SER CHARCOAL, WALL MOUNT W/	FP-700103-016
	PRINTER-EPSON TM-L90-ETH/USB (restick)	FP-700103-020

8/5/2022

	1	PRINTER-BRTHR-ALL-IN-ONE(MFCJ4335DW)	FP-700525-004
		PAPER - REPOSITION DUAL ADHESIVE T88 32 ROLLS	72-104610-032
	2	Rack - Gator Box 24" W/Fan Kit & 3 Shelves	AS-700540-003
		Rack - Gator Box 36" W/Fan Kit & 3 Shelves	AS-700542-003
	1	CABLE-15' COLOR VGA M/F	FP-700129-015
	1	Cable - Color VGA - 75' SS M/M	FP-700128-075
	1	Cable - Color VGA - 50' SS M/M	FP-700128-050
	1	Cable - Color VGA - 25' SS M/M	FP-700128-025
	1	Cable - Color VGA - 10' SS M/M	FP-700128-010
	1	Cable - Serial 2.5'	FP-700109-002
		Cable - Serial 8'	FP-700109-008
	1	Cable - Serial 25'	FP-700109-025
	1	Cable - Serial 50'	FP-700109-050
		VGA Cable	PX12SB1-VC
	1	Cable-32FT active extension / repeater	FP-104720-032
	3	Cable- T2 VGA extension	AS-900500-000
		Subtotal C:	
	Qty	D. Software As A Service (SaaS)	Part No.
	6	SaaS - SmartPoint POS and Smart Portal (per device/ year)	SSHD-CRS-103
	30%		Subtotal D:
	Qty	F. Infor Application Software	Part No.
		Software - Smartseries EIGHT HRA Module	FM-900118-007
	8	Software - Infor KDS	FM-900118-008
	1	Software - Infor Credit Authorization License	FM-900118-006
		Software - SmartPoint Biometric Identification Module	FM-900118-002
	1	Software -SONIC SOS Module	FM-900118-003
	1	Software -SmartLabor Scheduler	FM-900118-004
	30%	Discount applied to all line items in this section	Subtotal F:
	Qty	G. Professional Services	Part No.
	3	Server Staging Services	SSHS-000
	6	POS Client Staging Services	SSHS-001
	1	Database Build	800-28
	3	OnSiteTraining/Live Coverage (Per Man Day)	800-06
		Trainer Remote Support per Day	800-30
	2	Trainer Travel Days	800-29
	1	System Installation - POS	POS INSTALL
		Estimate, plus expenses	Subtotal G:
	Qty	H. 1st Year Support Services	Part No.
	1	SS- Help Desk 24x7 Support /Evergreen (per year)	SSHD-005
	1	SS - CMS MENU SERVICES MAINTENANCE (per store annually)	SSHD-CMS-100
		Subtotal H:	

RESTAURANT SERVICE		Grill Station	
Item Number	Description	Sug Qty	Qty Ord
CAT	Hagar Supplies Catalog	1	1
H10049	8 inch Red Meat Spatula NSF	2	2
H10050	8 inch Yellow Meat Spatula NSF	2	2
H10047	Red Tongs 9"NSF	2	3
H10048	Yellow Tongs 9"NSF	2	3
H10046	Green Tongs 9" NSF	2	2
H10043	Stainless Steel Tongs	2	5
H10180	Bacon Press 9" X 10"	2	2
H70015	Meat Spatula/Tong Holder	2	2
H10114	S/S Salt Shaker	2	2
H10216	Redi Grill Scraper 6" Blade	1	1
H10193	6" Replacement Blades	optional	3
H10154	Scraper Griddle	optional	0
Dresser Station			Qty Ord
H10247	Clear Squeeze Bottles	2	6
H10150	Metal May/Mustard Spreader	4	3
H10150	Icing Spatula		0
H10005	Sandwich/Dough Cutter	1	1
H30069	Full Pan 6" Deep Plastic		6
H30070	Full Pan Lid - Clear		3
H30074	1/2 size cold pan-6" deep/Plastic	optional	15
H30006	1/2 size cold pan-SS 6" deep		15
?	1/ 2 Pan Lid SS		8
H30076	1/2 Pan Lid - Clear Plastic		8
H30010	1/3 Pan SS - 6" Deep		16
H30007	Lid 1/3 Size SS - Solid		12
H30008	Lid 1/3 Size SS - Notched		2
H30015	1/4 Pan SS - Chili Pan		12
H30011	Lid 1/4 Pan Solid		10
H30012	Lid 1/4 Pan - Notched		2
H30094	1/6 size cold pan-6" deep/Plastic	optional	12
H30093	1/6 size cold pan-4" deep/Plastic	optional	5

[illegible]

H30018	1/6 size 6" deep/Stainless Steel	optional	6
	1/6 Lid - Plastic Clear		
	1/6 Lid -		
H30021	1/9 Pan SS		12
H30020	1/9 Lid SS - Notched		12
H10019	Spatula/13.5" White	optional	1
H10141	Spatula/9.5" White	optional	1
H70022	Bottle Pan 1/6th 4 Hole	1	1
<b>Fountain &amp; Dessert Stat</b>			
			<b>Qty Ord</b>
H30080-1	½ Long Lid Flat	optional	1
H30079	½ Long Pan 4" For Waffle Cones	1	1
H80108	Waffle Cone Holder	1	1
H10071	White Cutting Board 12"X 18"	1	1
H60007	Ice Bucket White		1
H70017	Ice Scoop Holder Large/Stainless Steel NSF	1	1
H10084	Ice Scoop 84.5 oz.	1	1
H10082	Ice Scoop 12oz Aluminum	2	2
H70016	Ice Scoop Holder Small/Stainless Steel NSF	1	2
SR82120	10" Fountainette Pump	4	2
H20028	Paring Knife	1	2
H10159	Plastic Slush Bottle	12	6
H70031	Slush Pump for Plastic Bottle	24	6
NEMN55550-4	NEMCO 4 Sectional Wedger	1	1
H40164	4 Pan Server Black		0
H10106	1/2 oz. Candy & Syrup Ladle	8	8
SR82558	Server Fountainette Jars 7"deep	8	8
SR82557	Server Fountainette Jar 10"deep	1	6
H10235	Shake Collar S/S 14-200oz	Optional	15
H10293	Shake Collar S/S 32oz	Optional	5
SR82060	Hot Fudge Warmer w/pump	1	1
SR94009	Hot Fudge Warmer Insert	1	1
H80018	Ice Cream Overrun Scale	1	1
H10134	1/2 oz. Candy Spoons	6	12
H10217	Twisted stir spoon		4
SR83181	Poly Jar 2/3rd 7-1/2" Deep	4	6
SR83182	Poly Jar 2/3rd 10" Deep	4	2
SR83214	Lid Hinged Clear 2/3rd	2	6
SR 83187	2/3 SS Pump Lid only		2
H10140	Sanitizing Cup for Mixer	optional	2
SR83174	Peanut Butter Pump S/S	optional	1

		<b>SECTION TOTAL</b>	
	<b>Breakfast Station</b>		
			<b>Qty Ord</b>
H400351	Transfer Tray Yellow	optional	3
H10033	Spoodle - 3oz		2
H10106	Ladle 1/2oz.	1	1
H10034	Mixing Spoodle 4oz.	2	1
H30111	Grate (for 1/4 Size Pans)	4	2
H50077	Thermometer 100-400	1	0
H40132	Red Traex Pans 10" X 14" (1 dz.)	optional	5
H40035	Cam Tray Red 8" X 9 7/8"	4	4
H20026	Cooks Knife 10"	1	1
H60054	Carts 16" X 30" Continental	optional	0
H70464	Coffee Pump 1/4 OZ	optional	4
H70019	Airpot 2.2L Glass Lined	optional	0
NEW111660	Coffee Kondo Kaddy Cup Dispenser	optional	1
	<b>SECTION TOTAL</b>		
	<b>Front Swamp</b>		
			<b>Qty Ord</b>
H10104	Stainless Steel Gravy Ladle 1 oz.	2	0
H10060	Chili Spoon	2	1
SR82500	Gravy Warmer & Insert	1	0
JE63024-201	1/2 size Coney Divider	2	1
H40137	Condiment Server 1 qt	optional	0
H10104	1 oz. Chili Ladle	optional	4
H10109	3 oz. Gravy Ladle	optional	0
H30223	Pan - Full Coldmaster Hot Dog		0
H30225	Coney Template		0

	<b>Back Swamp</b>	
H10133-1	Popcorn Chicken/Sausage	1
H80019	French Fry Scale	1
h70074	French Fry Channel 16-1/2"	optional
H10114	Dredger s/s w/handle	2
H10191	Aluminum Fry Scoop	optional
H10127	Fry Scoop Nylon	
H101256	Fry Scoop Round Carton	
H40003	Bag Clip	
	<b>SECTION</b>	
	<b>Car Hop Station</b>	
H50119	TIMER CAR HOP	1
H70060	Coin Changer	10
H40116	Car Hop Trays	48
H40061	Cutlery Bin 4 Compartment	8
H70061	Coin Changer w/ Guard	optional
	<b>SECTION</b>	
	<b>Expediter</b>	
H10079	Aluminum Order Bar Holder	1
	<b>SECTION</b>	
	<b>Food Prep Station</b>	
H40115-1	Tortilla Server Black	optional
H40115	Tortilla Server Red	optional
H10071	White Cutting Board 12"x 18"	1
H20026	Cooks Knife	1
H40037	5 Gallon Water Dispenser	Optional
H10066	Stainless Steel French Whip	1
H10020	Tomato Corer	5

H10103	Stainless Steel Mixing Bowl - 13 Quart	2
H40051	2 Qt. Clear Measuring Cup	1
H40052	4 Qt. Clear Measuring Cup	1
H40059	Tote box gray	4
H40043	Tote box lid	4
ED0111	Manual Can Opener	1
ED16100	Can Opener NSF W/Base G-2	optional
H10081	Medium Mesh Strainer	1
H40045	Onion ring trays red per dozen	8
H10058	Sifter fine mesh	1
NEMN55600-1	Nemco Tomato Slicer	1
NEM55466-1	Nemco Blade Assembly	1
H10032	Skimmer	1
H40137	Condiment server 1qt	Optional
H70045	Cap & Pump Set	1
NEM56750-4	Easy Onion Slicer 1/2" cut	optional
H80031R	Onion King Slicer 1/2"	optional
SI900N	Adjustable Onion Ring Slicer	optional
NEMN55500-2	Nemco Onion/Lettuce Easy Chopper 1/4"cut	optional
H30117	Coldmaster Onion Ring Container	optional
H40089	Onion Ring Rack	optional
H40113	Onion Ring Rack Cover	optional
H10242	Skimmer Ultra Fine	

## Food Storage Contair

H40108-1	Ingredient Bin 3 Compartment	optional
H40032	Container 12 QT Round Clear	optional
H40033	Lid for 12 & 18 QT Container	optional
	<b>*Note ALL Sizes are available*</b>	

## SECTION

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**TRASH CONTAINERS INDOOR/OUTD**

H60034	20 Gallon Trash Container White	4
H60032	20 Gallon Lid White	4
H60038	32Gallon Trash Container Grey	3



**Office & Training :**

H70055	Samsung 13" TV/VCR Combo	1
H70059	1 Column of 6 Lockers	1
H70035	File cabinet 2 drawer heavy duty	optional
	<b>FAST FORWARD</b>	
H10236	GRILL WIPER	1
H20099	RED TURNER	1
H20100	YELLOW TURNER	1
H10245	GRIPPER TONG YELLOW	1
H10244	GRIPPER TONG RED	1
H10246	GRIPPER TONG GREEN	1
H10243	GRIPPER TONG S/S	4
H30211	PAN RISER RACK	1
H30106	DRAIN TRAY 1/3rd	6
H30212	PAN SINGLE HNDL HI HEAT	8
H60109	HI HEAT GLOVES	1
H70335	GRILL TEFLON SHEET	6
H10160-1	FRY SIDE WASTE PAIL	1
H10160-2	GRILL SIDE WASTE PAIL	1