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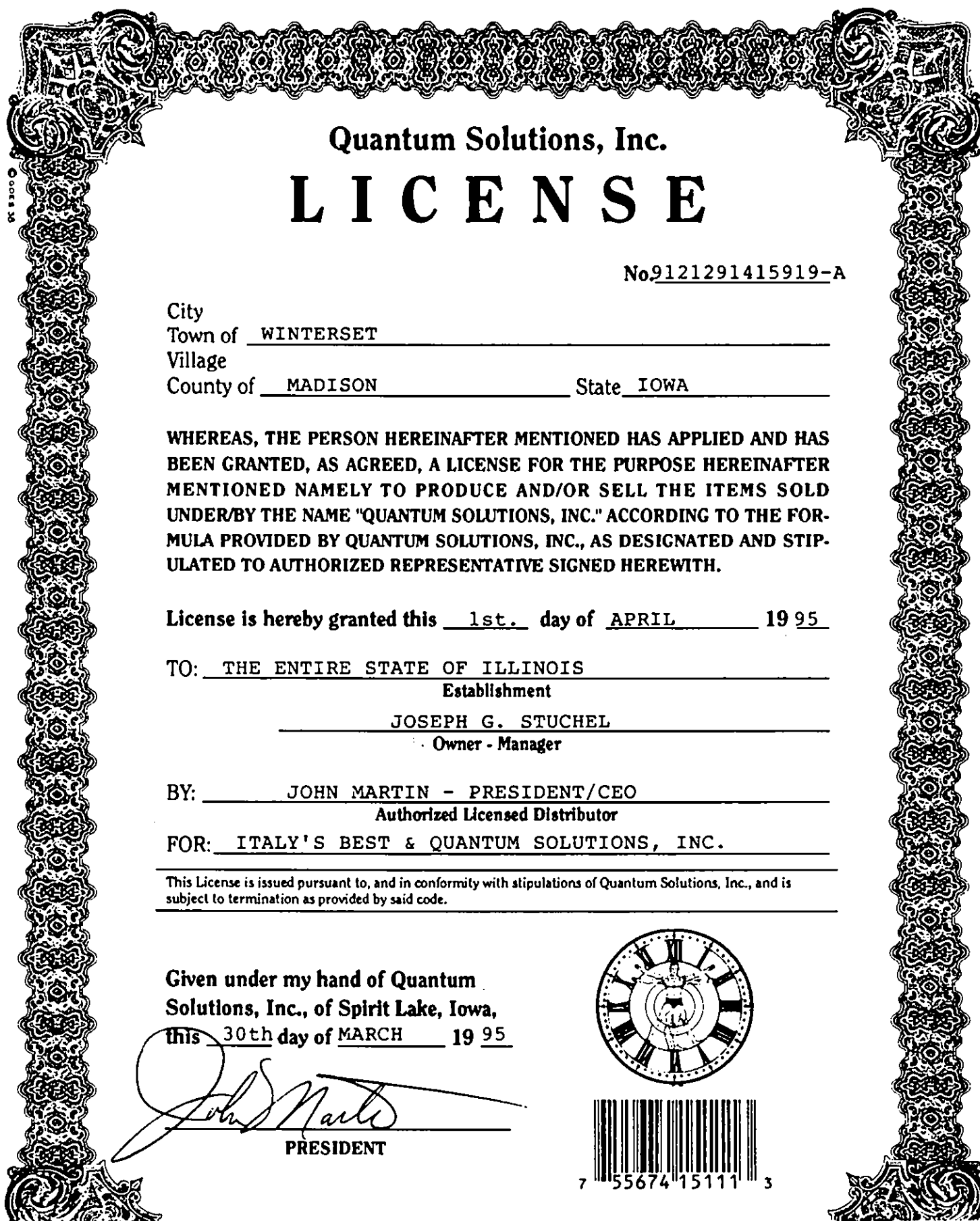
LITHO IN U.S.A.

No. 38

LICENSE NO. 9121291415919-A

LICENSE ISSUED
BY
QUANTUM SOLUTIONS, INC.

DATE APRIL 1, 1995
NAME JOSEPH G. STUCHEL
OWNER SAME
ADDRESS P.O. BOX #251
CITY WINTERSET STATE IOWA ZIP 50273
AGENT JOHN MARTIN



Quantum Solutions, Inc.
L I C E N S E

No 9121291415919-A

City _____
Town of WINTERSET
Village _____
County of MADISON State IOWA

WHEREAS, THE PERSON HEREINAFTER MENTIONED HAS APPLIED AND HAS BEEN GRANTED, AS AGREED, A LICENSE FOR THE PURPOSE HEREINAFTER MENTIONED NAMELY TO PRODUCE AND/OR SELL THE ITEMS SOLD UNDER/BY THE NAME "QUANTUM SOLUTIONS, INC." ACCORDING TO THE FORMULA PROVIDED BY QUANTUM SOLUTIONS, INC., AS DESIGNATED AND STIPULATED TO AUTHORIZED REPRESENTATIVE SIGNED HEREWITH.

License is hereby granted this 1st. day of APRIL 19 95

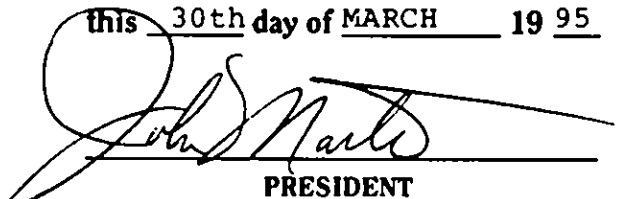
TO: THE ENTIRE STATE OF ILLINOIS
Establishment
JOSEPH G. STUCHEL
Owner - Manager

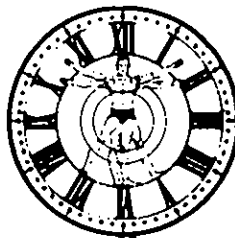
BY: JOHN MARTIN - PRESIDENT/CEO
Authorized Licensed Distributor

FOR: ITALY'S BEST & QUANTUM SOLUTIONS, INC.

This License is issued pursuant to, and in conformity with stipulations of Quantum Solutions, Inc., and is subject to termination as provided by said code.

Given under my hand of Quantum Solutions, Inc., of Spirit Lake, Iowa, this 30th day of MARCH 19 95


PRESIDENT



STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 2524 Filed for Record this 3 day of April 19 95 at 2:47 PM
Book 43 Page 21 Recording Fee \$ 26.00 Michelle Utsler, Recorder. By Shirley H. Henry
Deputy

QUANTUM SOLUTIONS, INC.
EXCLUSIVE "A" STATE
LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 1995, by and between Quantum Solutions, Inc., a corporation of the State of Iowa, located at Spirit Lake, Iowa, hereinafter referred to as "QSI", and Joseph G. Stuchel, a resident of the state of Iowa, hereinafter referred to as "Joe Stuchel".

WITNESSETH THAT;

WHEREAS, QSI is the owner of food spices and other associated food processes which it has adopted and is using on or in connection with certain food products and seasonings; and

WHEREAS, Joe Stuchel is desirous of acquiring the right to use and/or sell said process in connection with the sale of QSI developed products to a particular class of trade;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and other valuable consideration, the parties hereto agree as follows:

1. QSI hereby grants unto Joe Stuchel, and Joe Stuchel accepts, an exclusive, limited and non-assignable license to use the QSI processes in connection with the sale of QSI Products to the general public at wholesale, including schools and institutions, and shall include sales to restaurants, drive-ins, and other such establishments. Such sales of licensed processes and/or products by Joe Stuchel shall be limited to the State of

Illinois. The absence of permission in writing extending the license beyond such territorial limit, and the license as thus limited shall be exclusive with Joe Stuchel.

2. In consideration of the license herein granted, Joe Stuchel agrees to pay QSI or its assigns Five Thousand (\$5,000.00) dollars in 12 (twelve) monthly installments of \$415.00 (Four Hundred Fifteen Dollars) as agreed by this signing.

3. Monthly payments hereunder shall be paid by Joe Stuchel to QSI monthly within a 10 (ten) day period following the last day of each month for 12 consecutive months beginning this date as attested to by the date of the signing of this agreement.

4. Nothing herein shall be construed as requiring Joe Stuchel to purchase any ingredient materials from QSI, and it is understood and agreed that Joe Stuchel is free to purchase all ingredient materials from wherever it may find the same identical blends.

5. In order to protect the interest of QSI in its food processes, etc. and the goodwill which it has acquired in such processes, Joe Stuchel agrees that QSI has the right to quality control of the licensed processes and the resulting products and QSI shall have the right to periodic inspections, upon reasonable request, by authorized representatives for the purpose of exercising its rights to quality control. The standard of quality control shall be in accordance with the formula and processes of preparation for the licensed product acceptable to QSI and approved the United States Department of Agriculture. If the products sold under the process licensed by QSI fails to meet such standards, written notice shall

be given to Joe Stuchel and remedied within 30 (thirty) days following such written notice.

6. This agreement is unending and remains effective on a year-to-year basis.

7. Joe Stuchel further agrees to carry appropriate liability insurance, if required, in sufficient amounts at all times, and hereby guarantees, covenants and agrees to hold QSI harmless from any and all liability in connection with the sale, manufacture, or distribution of licensed products by Joe Stuchel .

8. This agreement shall be limited and exclusive as herein provided. Joe Stuchel may not assign this Agreement without prior written consent of QSI.

9. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered or Certified mail, postage prepaid, addressed to QSI, % John Martin, Post Office Box 401, Austin, MN 55912, or at such other address as may be furnished in writing to the notifying party.

Quantum Solutions, Inc.

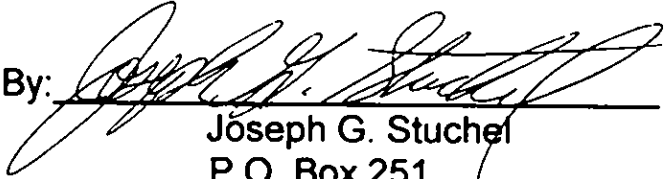
By John Martin
John Martin,
President

Attest:

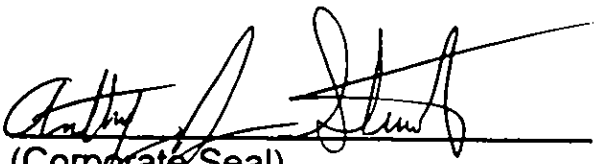
Joe Stuchel
(Corporate Seal)
Pza
NOTARIAL



Licensed Applied For and Purchased

By: 
Joseph G. Stuchel
P.O. Box 251
Winterset, IA 50273

Attest:


(Corporate Seal)