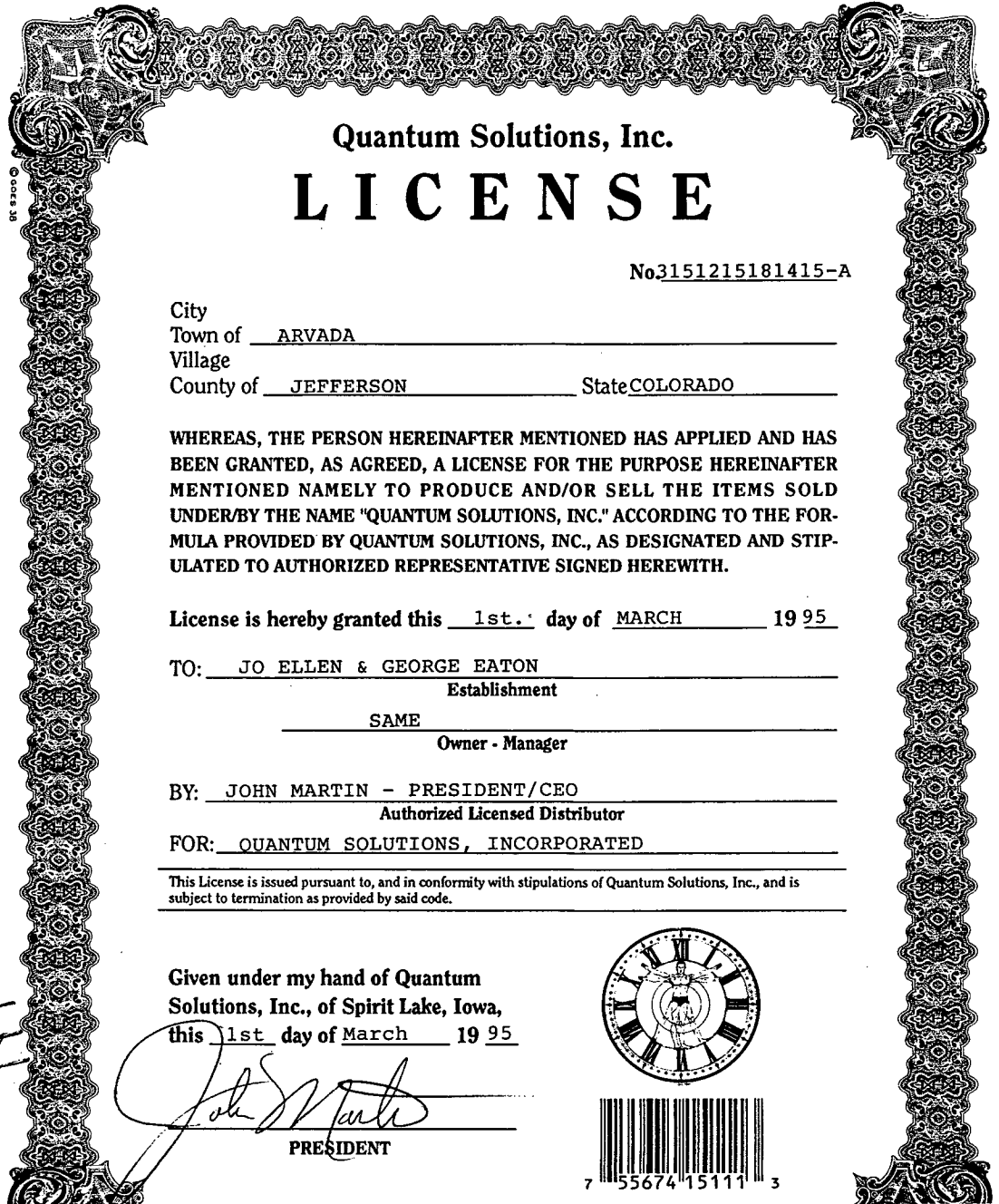


LICENSE NO. 3151215181415-A

LICENSE ISSUED
BY
QUANTUM SOLUTIONS, INC.

DATE MARCH 1, 1995
NAME JO ELLEN & GEORGE EATON
OWNER SAME
ADDRESS 6017 FLOWER STREET
CITY ARVADA STATE COLORADO ZIP 80004
AGENT JOHN MARTIN



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

No 3151215181415-A

City
Town of ARVADA
Village
County of JEFFERSON State COLORADO

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 MARCH 19 95

TO: JO ELLEN & GEORGE EATON
Establishment
SAME
Owner - Manager

BY: JOHN MARTIN - PRESIDENT/CEO
Authorized Licensed Distributor

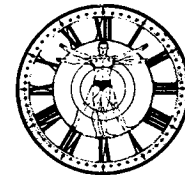
FOR: QUANTUM SOLUTIONS, INCORPORATED

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.

CHECKED
RECORDED
COMPARED

Given under my hand of Quantum Solutions, Inc., of Spirit Lake, Iowa, this 1st day of March 19 95

John Martin
PRESIDENT



STATE OF IOWA, ss. MADISON COUNTY,

Inst. No. 2187 Filed for Record this 2 day of March 19 95 at 12:03 PM
Book 42 Page 719 Recording Fee \$ 36.00 Michelle Utzler, Recorder, By Betty M. Niblo Deputy

QSI

A License

QSI will provide an A License for your state.

QSI will receive (depending on quantity) between \$1.35 and \$1.60 per pound of Italy's Best Spice (in this example). A list of deliveries will be provided along with payment for the product at the end of the month. QSI will pay the A Licensee \$.60 per pound for every pound sold in their state.

A Licensees are encouraged to contract with a food purveyor (B License) with a large sales force to sell products in their respective states. The purveyor will order and pay for the products directly to the manufacturer. Purveyor profits will depend entirely on the margin between the price they pay for the product and the price they sell it for (to restaurants, grocery stores...). You may sell the products to individual accounts (C License) not covered in the agreement with the B Licensee. You must buy directly from the manufacturer at the current price for resale or promotional purposes. You will, however, still receive the \$.60 per pound for Italy's Best Spice (in this example). You will also be licensed to sell our other products as they are developed and brought to market. We will assist you with your state organization. After all, we're all in this together!

EXAMPLE

QSI	1000 pounds at \$1.60 = \$1600	A License	1000 pounds at \$.60 = \$600
	1000 \$1.35 = \$1350		1000 \$.60 = \$600

Your Profit margin remains constant. Ours may vary depending on quantities and market conditions. You will have access to exciting new products as they become available.

QUANTUM SOLUTIONS, INCORPORATED
LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 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 Jo Ellen and George Eaton, a resident of the State of Colorado, hereinafter referred to as Eaton.

WITNESSETH THAT;

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

WHEREAS, Eaton is desirous of acquiring the right to use and/or sell said process and/or seasonings 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 Eaton, and Eaton accepts, an exclusive, limited and non-assignable license to use the QSI processes in connection with the sale of PIZZA AND SANDWICHES 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 by Eaton shall be limited to the State of Colorado, the absence of permission in writing extending the license beyond such

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territorial limit, and the license as thus limited shall be exclusive with Colorado.

2. In consideration of the license herein granted, Eaton has paid QSI or its assigns Five Thousand (\$5,000.00) dollars as a total one time payment as agreed by this signing.

3. No monthly payments hereunder shall be paid by Eaton to QSI.

4. Nothing herein shall be construed as requiring Eaton to purchase any ingredient materials from QSI, and it is understood and agreed that Eaton 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, Eaton 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 Eaton, and the deficiencies remedied within 30 (thirty) days following such written notice.

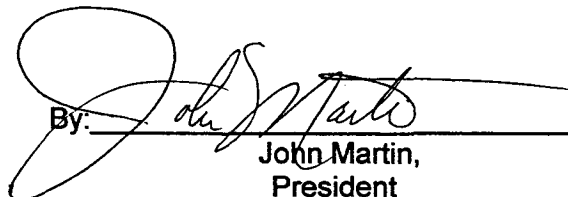
6. This agreement becomes effective immediately and cannot be terminated for purposes of understanding and clarity. The term hereof shall be One Hundred (100) years. This Agreement will automatically remain effective throughout the lifetime of the license holder

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

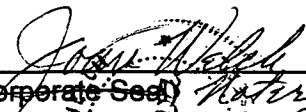

8. This agreement shall be limited and exclusive as herein provided. Eaton may not assign this Agreement without prior written consent of QSI.

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,
President

Attest:


(Corporate Seal)
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Page 4 of 4

Licensed Applied For and Purchased

By: _____
Jo Ellen and George Eaton

Attest:

(Corporate Seal)