

LICENSE NO. 239193151419914-A

LICENSE ISSUED  
BY  
QUANTUM SOLUTIONS, INC.

DATE March 7, 1995  
NAME BILL & DONNA JENSEN  
OWNER SAME  
ADDRESS 6619-44th. AVENUE  
CITY KENOSHA STATE WISCONSIN ZIP 53142  
AGENT JOHN MARTIN

Quantum Solutions, Inc.

L I C E N S E

No. 239193151419914-A

City \_\_\_\_\_  
Town of KENOSHA  
Village \_\_\_\_\_  
County of KENOSHA State WISCONSIN

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 7th day of March 19 95

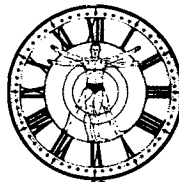
TO: BILL AND DONNA JENSEN  
Establishment  
SAME  
Owner - Manager

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.

Given under my hand of Quantum Solutions, Inc., of Spirit Lake, Iowa, this 7<sup>th</sup> day of March 19 95



*John Martin*  
\_\_\_\_\_  
COMPUTER  PRESIDENT  
RECORDED   
COMPALED



# 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.

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

**THIS AGREEMENT**, made and entered into this 7th 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 Bill and Donna Jensen, a resident of the state of Wisconsin, hereinafter referred to as "Jensen".

**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**, Jensen 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 Jensen, and Jensen 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 and/or products by Jensen shall be limited to the

State of Wisconsin. The absence of permission in writing extending the license beyond such territorial limit, and the license as thus limited shall be exclusive with Jensen.

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

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

4. In order to protect the interest of QSI in its food processes, etc. and the goodwill which it has acquired in such processes, Jensen 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 Jensen and remedied within 30 (thirty) days following such written notice.

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

6. Jensen further agrees to carry appropriate liability insurance in sufficient amounts at all times, and hereby guarantees, covenants and

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agrees to hold QSI harmless from any and all liability in connection with the sale, manufacture, or distribution of licensed products by Jensen .

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

8. 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



Licensed Applied For and Purchased

By: \_\_\_\_\_  
Bill and Donna Jensen

Attest:

\_\_\_\_\_  
(Corporate Seal)

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