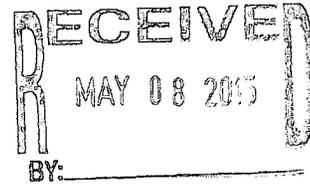


ILLINOIS INDEPENDENT
TAX TRIBUNAL

MEADOWWORKS GROUP, INC.)

v.)

ILLINOIS DEPARTMENT)
OF REVENUE)



157795

PETITION

The Petitioner, Meadowworks Group, Inc., hereby petitions the Illinois Independent tax Tribunal to review and reverse the Notice of Tax Liability issued by the Illinois Department of Revenue (“Use Tax”) for the reasons stated below:

INTRODUCTION

1. The “Notice” was issued by the Department on September 20, 2013 assessing Use Tax in the amount of forty-five thousand six hundred and fifty dollars (\$45, 650.00) and ten thousand twelve dollars (\$10,012.00) in penalties and eight hundred thirty-three dollars (\$833.00) in interest for the taxable period at issue; with an audit charge of two thousand six hundred eighty-nine dollars and sixty-seven cents (\$2,689.67). A copy of the “notice” is attached to this Petition.

2. Jurisdiction is proper as determined by Administrative Law Judge Terry D. Charlton on March 11, 2015. See letter attached from Judge Charlton.

BACKGROUND AND RELEVANT FACTS

3. Petitioner is a dissolved corporation with its principal place of business previously being located in Elk Grove Village prior to being dissolved. The taxpayer account number is 207174-55232 (Federal I.D. number 36-27342299).

4. Petitioner was dissolved on August 14, 2009 and ceased doing business. The Taxpayer's owner established a new company in 2007 named Meadowworks, LLC, (Federal Identification number 26-1673673).

5. The business of the Petitioner and Meadowworks, LLC was that of selling machinery usually having the machine drop shipped from the manufacturer or owner to its customer. Its customers were in the business of manufacturing a product or a portion thereof. Some customers were located not within Illinois and others were overseas.

6. The tax was assessed from the period of June 2011 to December 2012. The Petitioner never filed a return as it was a dissolved corporation.

7. (a) Paperwork for the sales at issue indicate the sales and purchases were made by Meadowworks, LLC, not Meadowworks Group, Inc. Accordingly, the U.S. Custom agent likely used their old database to mark and indicate on their documents the purchases in question.

(b) See a sample of the billing and invoicing documents attached hereto.

8. All exemption certificates (form ST-587) have been completed where applicable.

CONCLUSION AND RELIEF REQUESTED

WHEREAS, Petitioner requests that the "Notice" be reversed for the reasons contained herein. The Petitioner respectfully request that said assessment including penalties, interest, and assessment be cancelled for the following reasons:

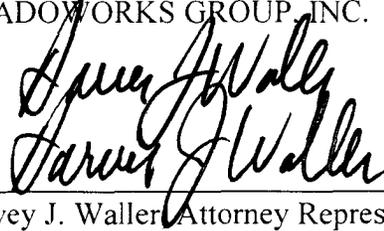
(a) The Petitioner was a dissolved corporation at the time of the assessment.

(b) The auditor did not take into consideration that the purchase and sale of the machinery was made by Meadowworks, LLC.

(c) Both Petitioner and Meadoworks, LLC sales are exempt from Use Tax as a reseller since the machinery is used in the manufacturing of products and portions thereof.

(d) The sales in question were not made by the Petitioner, as the U.S. Customs agent used a wrong number from its old database.

MEADOWORKS GROUP, INC.

A handwritten signature in black ink, appearing to read "Harvey J. Waller", written over a horizontal line.

Harvey J. Waller Attorney Representing
Petitioner

Waller & Company
Harvey J. Waller
30 N. LaSalle, Suite 2040
Chicago, Illinois 60602
ARDC No. 2926792
Tel No. (312) 606-9100
Fax No. (312) 606-9145

Harvey@WallerCo.com



IL-2848-AH Power of Attorney For Administrative Hearing Proceedings

Read this information first

If you do not have a Form IL-2848, Power of Attorney, on file, you must file this original form, in person or by mail, with the Office of Administrative Hearings. This form allows you to become the official representative of record for the identified protested tax matter and to establish your authority to act on behalf of this taxpayer, receive notices, and file documents for the identified proceeding. You must be an attorney to represent a taxpayer at an administrative hearing or other preliminary proceedings, including status calls and pretrial conferences. Please type or print when completing this form and mail to one of our offices below

OFFICE OF ADMINISTRATIVE HEARINGS (7-900)
ILLINOIS DEPARTMENT OF REVENUE
100 W RANDOLPH ST
CHICAGO IL 60601-3274

OFFICE OF ADMINISTRATIVE HEARINGS (5-500)
ILLINOIS DEPARTMENT OF REVENUE
101 W JEFFERSON ST
SPRINGFIELD IL 62794-9044

Step 1: Complete the following taxpayer information

1 MEADOWWORKS GROUP INC
Taxpayer's name

2 1401 LOUIS AVE
Mailing address

3 ELK GROVE VILLAGE IL 60007
City State ZIP

4 Write all applicable taxpayer identification numbers.
IBT number 2071 - 4532
FEIN 36 - 2734229
SSN _____
Account number 2071455232
License number _____

Step 2: Complete the following representative information

5 HARVEY J. WALLER
Representative's name

6 HARVEY WALLER & ASSOCIATES
Firm name, if applicable

7 30 N. LASALLE ST STE 2040
Mailing address

8 CHICAGO, IL 60602
City State ZIP

9 (312) 606-9100 (312) 606-9145
Phone number Fax number

10 Identify the type of proceeding (Check all that apply.)
 Informal review Hearing

11 Identify the type of protested item. (Check all that apply.)
 Assessment Deficiency
 Revocation Penalty Claim
 Other _____
Type of protested item

a Issue date of protested items 09 / 20 / 2013
____ / ____ / ____

b Periods covered 2011, 2012

c Assessment or notice numbers, if any 56,495.57
(If needed, attach additional sheets to identify Items a, b, and c.)

Step 3: Taxpayer's signature

I, the undersigned taxpayer, authorize the party identified in Step 2 to represent me with full power and authority at the identified proceeding. I authorize all further notices and written documents, including confidential information, pertinent to this proceeding to be sent to the representative's address listed in Step 2. If signing as a corporate officer, partner, or fiduciary on behalf of the taxpayer, I certify that I have the authority to execute this power of attorney on behalf of the taxpayer identified in Step 1.

X Harvey Waller 5-675
Taxpayer's signature Title (if applicable) Date

Step 4: Representative's signature

I, the undersigned, affirm that the taxpayer identified in Step 1 has authorized me as representative for the identified proceeding and that I am an attorney, either

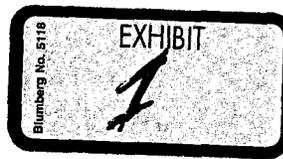
- in good standing of the Illinois Bar, or
- admitted (or am seeking admission) *pro hac vice* for this Illinois proceeding.

Harvey Waller Illinois Harvey Waller 5-15-15
Printed name of representative Jurisdiction or state Representative's signature Date

This form is authorized by the Illinois Tax Act. Disclosure of this information is REQUIRED. Failure to provide information could result in a penalty. This form has been approved by the Forms Management Center. IL-492-3871



Notice of Tax Liability
for Form EDA-94, Auditor-prepared Use Tax Report



_____ #BWNKMGV
_____ #CNXX X125 6446 3X44#
_____ MEADOWWORKS GROUP INC
_____ 1401 LOUIS AVE
_____ ELK GROVE VLG IL 60007-2311

September 20, 2013



Letter ID: CNXXX12564463X44

Account ID: 20714-55232

Date of purchase: Apr 06, 2012



We have audited your account for the transaction listed above. Below is a summary of the balance.

	<u>Liability</u>	<u>Payments/Credit</u>	<u>Unpaid Balance</u>
Audit Tax	2,188.00	0.00	2,188.00
Audit Late Payment Penalty	109.40	0.00	109.40
Late Payment Penalty Increase	328.00	0.00	328.00
Late Filing Penalty Increase	44.00	0.00	44.00
Interest	20.27	0.00	20.27
Assessment Total	\$2,689.67	\$0.00	\$2,689.67

You may file a protest and request an administrative hearing within 60 days of the date of this notice, which is November 19, 2013. Your request must be in writing. Clearly indicate that you want to protest, and explain in detail why you do not agree with our actions. If you do not file a protest within the time allowed, you will give up your right to a hearing and this liability will become final. An administrative hearing is a formal legal proceeding conducted under the rules of evidence and presided over by an administrative law judge. A protest of this notice does not preserve your rights under any other notice.

If you have questions, please write us or call our Springfield office weekdays between 8:30 a.m. and 4:30 p.m. Our address and telephone number are below.

BUREAU OF AUDITS
TECHNICAL REVIEW SECTION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19012
SPRINGFIELD IL 62794-9012

217 785-6579

Taxpayer Statement



September 20, 2013 TDD 1 800 544-5304



Letter ID: CNXXX14189755844

Account ID: 20714-55232

Total amount due: \$56,495.57

#BWNKMGV
#CNXX X141 8975 5844#
MEADOWWORKS GROUP INC
1401 LOUIS AVE
ELK GROVE VLG IL 60007-2311



This statement lists our most recent information about your unpaid balance, available credits, or returns you have not filed. A payment voucher is included so you may pay the balance due.

ST-44 Illinois Use Tax

Account ID: 20714-55232

Period	Tax	Penalty	Interest	Other	Payments/Credits	Balance
22-Jun-2011	14,000.00	3,050.00	535.03	-	-	17,585.03
• \$17,585.03 of this amount is subject to protest.						
30-Nov-2011	8,184.00	1,801.20	174.56	-	-	10,159.76
• \$10,159.76 of this amount is subject to protest.						
07-Dec-2011	4,706.00	1,035.30	89.67	-	-	5,830.97
• \$5,830.97 of this amount is subject to protest.						
06-Apr-2012	2,188.00	481.40	20.27	-	-	2,689.67
• \$2,689.67 of this amount is subject to protest.						
18-Jun-2012	630.00	139.50	2.38	-	-	771.88
• \$771.88 of this amount is subject to protest.						
23-Jul-2012	8,125.00	1,787.25	13.36	-	-	9,925.61
• \$9,925.61 of this amount is subject to protest.						

SOA

Statement continues on the following page(s).

Retain this portion for your records.

P-000007

Fold and detach on perforation. Return bottom portion with your payment.

Taxpayer Statement

(R-12/08) (136)



Letter ID: CNXXX14189755844
MEADOWWORKS GROUP INC

Total amount due: \$56,495.57

Write the amount you are paying below.

Mail this voucher and your payment to:
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19006
SPRINGFIELD IL 62794-9006

\$ _____

Write your Account ID on your check.

\$56,495.57 is subject to protest.

Do not pay any Income Tax liability that you intend to protest.

Taxpayer Statement

September 20, 2013

ST-44 Illinois Use Tax

Account ID: 20714-55232

Period	Tax	Penalty	Interest	Other	Payments/Credits	Balance
07-Sep-2012	5,938.00	1,306.90	-	-	-	7,244.90
• \$7,244.90 of this amount is subject to protest.						
25-Oct-2012	625.00	137.25	-	-	-	762.25
• \$762.25 of this amount is subject to protest.						
12-Dec-2012	1,250.00	275.50	-	-	-	1,525.50
• \$1,525.50 of this amount is subject to protest.						

45 646

10012

833

Taxpayer Bill of Rights

- You have the right to call the Department of Revenue for help in resolving tax problems.
- You have the right to privacy and confidentiality under most tax laws.
- You have the right to respond within specified time periods to department notices by asking questions, paying the amount due, or providing proof to refute the department's findings.
- You have the right to appeal department decisions in many instances within specified time periods by asking for department review, or by taking the issue to court.
- If you have overpaid your taxes, you have the right to a credit (or, in some cases, a refund) of that overpayment.
- For more information about these rights and other department procedures, you may write or call us. Our address and telephone number are on the front of this notice.

Penalty, Fee, Interest, and Credit Information

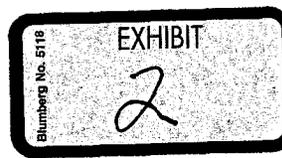
Note: A general explanation of the penalties, fees, and interest that may have been assessed is below. For more detailed information, including specific rates in effect for different liability periods, see Publication 103, Penalties and Interest for Illinois Taxes, available on our web site at tax.illinois.gov or by calling 1 800 356-6302.

- * You owe a **late-filing penalty** if you do not file a processable return by the due date.
- * You owe a **late-payment penalty** if you
 - are required to make quarter-monthly tax payments and do not do so, or do not pay the required amount by the payment due date.
 - do not pay the amount you owe by the original due date of the return.
- * You owe an **additional late-payment penalty** if you do not pay the full amount of tax required to be shown due on a return (and that is not shown) within 30 days of the date we send you a notice of arithmetic error or a final assessment.
- * You owe an **underreporting penalty** if you do not report the correct amount of tax required to be shown due on your return before the due date of the return.
- * You owe a **bad check penalty** if your remittance is not honored by your financial institution.
- * You owe a **cost of collection fee** if you do not pay the amount you owe (including penalties and interest) within 30 days of the date printed on an assessment.

Interest is charged on tax not paid when due and is calculated on tax from the day after the original due date of your return through the date you pay the tax. For returns due January 1, 1994, through December 31, 2000, interest also accrues on penalties.

The discount rate is 1.75 percent (.0175). If you made an error when figuring the discount, it is included in the tax calculation. You may not take a discount on returns filed late or on tax paid late.

The credit applied by the Department of Revenue is from a current credit balance in your account.



Illinois Department of Revenue
OFFICE OF ADMINISTRATIVE HEARINGS
 Willard Ice Building
 101 West Jefferson Street – Level 5SW
 Springfield, IL 62702
 (217)782-6995

March 11, 2015

Andrew Munger
 PBG Financial Services LTD
 666 Dundee Road, Suite 401
 Northbrook, IL 60062-2791

Re: **Late Discretionary Hearing Granted – Tribunal Jurisdiction**
 Meadowworks Group Inc.
 Account ID: 20714-55232
 (9) Notices of Tax Liability (NTLs)
 Letter ID: CNXXX165X14768X7, dated July 24, 2013
 Letter ID: CNXXXX3X797X4XX5, dated July 24, 2013
 Letter ID: CNXXX13817122245, dated July 24, 2013
 Letter ID: CNXXX12564463X44, dated September 20, 2013
 Letter ID: CNXXXX7195753920, dated September 20, 2013
 Letter ID: CNXXX17933172166, dated September 20, 2013
 Letter ID: CNXXXX4511399363, dated September 20, 2013
 Letter ID: CNXXX152488176X1, dated September 20, 2013
 Letter ID: CNXXXX988X1X8489, dated September 20, 2013

Dear Mr. Munger:

The Office of Administrative Hearings of the Illinois Department of Revenue received your request for a late discretionary hearing for Meadowworks Group Inc. regarding the above NTLs. Based on the information provided in your request, I believe that it is appropriate to grant your request for a late discretionary hearing for Meadowworks Group Inc. regarding the above NTLs.

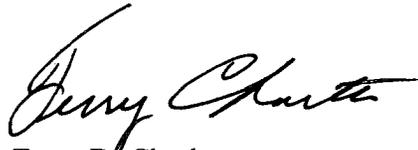
The amount of liability at issue for this protest exceeds the statutory amount (\$15,000, exclusive of penalties and interest) or (\$15,000 for notices that involve only penalties and interest) for which the Department has jurisdiction for late discretionary hearings that are granted on or after January 1, 2014. For late discretionary hearings that are granted on or after January 1, 2014 and that exceed the statutory amount, jurisdiction is

vested solely in the Illinois Independent Tax Tribunal (Tax Tribunal). See 35 ILCS 1010/1-1 *et seq.*

The Tax Tribunal's website (www.illinois.gov/taxtribunal) contains rules that include guidance on filing requirements and contact information for the Tax Tribunal. **The Tax Tribunal's rules provide that, when a late discretionary hearing is granted and the protest meets the statutory amount, the taxpayer shall file a petition with the Tax Tribunal within 60 days and shall attach a copy of the letter granting the late discretionary hearing.** See Subsection (a)(5) of Section 5000.310 of the Tax Tribunal's rules. Please note that the Tax Tribunal has different requirements than the Department for filing protests, including the payment of filing fees and the filing of a petition in the form required by the Tax Tribunal.

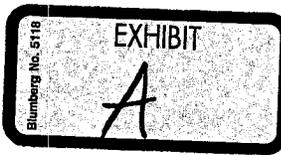
I recommend that you review the information provided on the Tax Tribunal's website and contact them if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Charlton", written in a cursive style.

Terry D. Charlton
Chief Administrative Law Judge
Illinois Department of Revenue

TDC



Invoice #: 17621
 Invoice Date: September 24, 2012

Bill To:

Methode Electrical Inc
 111 W. Buchanan St.
 Carthage, IL 62321
 United States

Order No.
 Rep
 EXW

INVOICE

Bill Due: **ON RECEIPT**

Qty	Description	Unit Price	TOTAL
1	Engel ES600H/200VRB Vertical Injection Molder, S#70431	\$90,000.00	\$90,000.00
Sold As-Is, Loaded on Truck - No Warranties Express or Implied <i>\$9,000.00 Parts Only Warranty with Proper Documentation within (15) days from date of Shipment.</i> Terms: Payment in Full Due Net Upon Receipt of Invoice, Prior to Shipment, and no Later Than 9/26/12			
Additional Terms Attached			

SubTotal (USD) **\$90,000.00**
 Shipping & Handling
 Taxes

TOTAL \$90,000.00

FOR EXPRESS PROCESSING:

Wiring Information

American Chartered Bank
 1199 E. Higgins Rd.
 Schaumburg, IL 60173
 Bank Routing #: 071925046
 Meadoworks Acct #: 1247865

or

International SWIFT
 Via Bank of New York
 Beneficiary Bank: Amer. Chartered Bank
 Beneficiary Bank Acct #: 8900667915
 Further Credit To: Meadoworks, LLC

Payable To: Meadoworks, LLC
 1300 E. Woodfield Rd., Suite 210
 Schaumburg, IL 60173

Meadoworks, LLC
 1300 E. Woodfield Rd., Suite 210
 Schaumburg, IL 60173

Toll Free: 800-323-0307
 Fax: 847-413-1112
 International: +1 847 640 8580

www.meadoworksinc.com

"A"



Invoice

EXTERIORS & INTERIORS
ROLLSTAMP MANUFACTURING

Remit To: ROLLSTAMP MFG. 90 Snidercroft Rd. CONCORD ON L4K 2K1 Canada Phone: 905 738-3700	Invoice No: 00441755 Date: 08/21/2012 Customer No: MEADOW Supplier No: MEADOW Sales Agent: GST#: 896517638RT0008 BOL#: SID#:
Bill To: ...MEADOWWORKS, LLC ATTN: SCOTT MAGNUSON 1300 E WOODFIELD RD, SUITE 210 SCHAUMBURG IL 60173 United States	Ship To:

VAT#:				F.O.B./Terms	
Our Order No.	Customer Purchase Order No.	Shipped Via	Date Shipped		
	17603		08/21/2012	NET 30 DAYS	

Qty. Ordered	Item Number	Description	UOM	Qty. Shipped	Unit Price	Extension
		ALL AMOUNTS STATED IN US DOLLAR (USD)				
1	a	MISC IH MACHINERY Customer PO. : 17603 Tax: ZERO RATED To bill for the purchase of equipment as per P.O.	EA	1	115000.00000	115,000.00 0.00
Product Total		Discount	Freight	Taxable Amount	Tax Amount	Miscellaneous
115,000.00		0.00	0.00	115,000.00	0.00	0.00

Original Copy

Invoice Total
115,000.00

"A"



P.O. No#: 17603
Purchase Date: August 17, 2012

Purchase Order

To: [Redacted]

Rollstamp Mfg - Magna Exterior &
Interiors
90 Snidercroft Rd.
Concord, Ontario - Canada
L4K 2K1

Order No. 17603
Rep

Qty	Description	Unit Price	TOTAL
12	(1) Engel ES600H/200 Vertical Press, S#70781/200/01 -	\$50,000	
13	(1) Engel ES600H/200VRB Vertical Press, S#70431/200/00 -	\$45,000	
10	(1) Nissei FE460S200BSE Injection Press, S#A46M067 -	\$3500	
04	(1) Nissei FE460X200BSE Injection Press, S# N/A -	\$3500	
-	(2) Sepro S3 Robot, S#2002-11-9615 & S# 9681 -	\$5000 each	
-	(2) Material Dryers Conair serial 120593 & 158400 -	\$250 each	
07	(1) Windsor W550-41 Injection Press, S#500.113 -	\$2500	
1	Package Price: \$115,000.00	\$115,000.00	\$115,000.00
Terms: Payment in Full Prior to Removal			
Purchased As-Is, Loaded on Truck - Rollstamp Mfg. to Prep and Disconnect Equipment, Drain Fluids and Load Equipment onto Supplied Trucks - Equipment Purchased Free & Clear of Any Liens, Claims or Encumbrances.			
Agreed & Accepted			
Rollstamp Mfg. - Magna Exterior & Interiors			

Certified CHQ.

SubTotal USD \$115,000.00
Shipping & Handling
Taxes

TOTAL \$115,000.00

Meadoworks, LLC
1300 E. Woodfield Rd., Suite 210
Schaumburg, IL 60173

Toll Free: 800-323-0307
Fax: 847-413-1112
International: +1 847 640 8580

www.meadoworksinc.com

[Handwritten signatures and date 20.08.12]

1A

*** CONFIRMATION ONLY ***

Page: 1



AUTOMOTIVE ELECTRONIC CONTROLS
111 WEST BUCHANAN STREET
CARTHAGE, ILLINOIS 62321
PHONE: 217-357-3841

PURCHASE ORDER	REL/AMD #
No. 137003	
THIS PURCHASE ORDER NUMBER SHALL BE SHOWN ON ALL PACKAGES, INVOICES, ACKNOWLEDGEMENTS AND OTHER SHIPPING PAPERS. THE ORIGINAL BILL OF LADING AND EXPENSE BILL FOR ANY PREPAID FREIGHT SHIPMENT SHALL BE ATTACHED TO THE INVOICE. INVOICES MUST BE RENDERED IN THIS DATE.	

DATE: 10/04/12

Requested by : CORRIE EIFERT

BLANKET ORDER	<input type="checkbox"/>
SPOT BUY ORDER	<input checked="" type="checkbox"/>

TO: MEADOWWORKS, INC.
1300 E. WOODFIELD ROAD
SCHAUMBURG, IL 60173
ATTN: SCOTT MAGNUSON

SHIP TO: METHODE ELECTRONICS
111 WEST BUCHANAN STREET
CARTHAGE, IL
62321

TAXABLE <input type="checkbox"/>	NON-TAXABLE <input checked="" type="checkbox"/>	ORIGINAL ORDER <input type="checkbox"/>	CONFIRMING DO NOT DUPLICATE <input checked="" type="checkbox"/>	ACKNOWLEDGEMENT REQUIRED <input checked="" type="checkbox"/>	REG. NBR. 13003
----------------------------------	---	---	---	--	-----------------

ITEM	ACCT. NO.	QUANTITY	OUR PART NUMBER	VENDOR PART / DESCRIPTION	UNIT PRICE	U/M	TOTAL AMOUNT
1		1.00 EA	ES600H/200VRB	ENGEL ES600H/200VRB VERTICAL INJECTION MOLDER SERIAL #70431 USED PRESS PER QUOTE #17621 P #IP070-306 CAR #13-003 INVOICE #17621 HBS	90000.00000	EA	90000.00
						Tax00
						Total:	90000.00

THERESA MCGAUGHEY

SUPPLIERS MUST MAINTAIN QUALITY LEVELS PER METHODE'S MANUAL FOUND ON <http://supplier.methode.com>

AUTHORIZED SIGNATURE
• PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

Empty box for signature

TO EXPEDITE PAYMENT FORWARD YOUR INVOICE TO: ATTN: ACCOUNTS PAYABLE, 111 WEST BUCHANAN STREET, CARTHAGE, IL 62321

1) A 1)



Illinois Department of Revenue
ST-587 Equipment Exemption Certificate

Step 1: Identify the seller

The seller must keep this certificate.

Name MEADOWWORKS, INC. Phone () _____
Address 1300 E. WOODFIELD ROAD
Number and street
SCHAUMBURG, IL 60173
City State ZIP
IBT no. _____
Illinois business tax number

Step 2: Identify the purchaser (lessor)

Name METHODE ELECTRONICS, INC. Phone (217) 357-3941
Address 111 WEST BUCHANAN STREET
Number and street
CARTHAGE IL 62321
City State ZIP
Date of purchase _____
Month / Day / Year

Step 3: Identify the lessee

Name _____ Phone () _____
Address _____
Number and street
City _____ State _____ ZIP _____

Step 4: Identify the equipment* you are purchasing (or leasing)

* Equipment includes machinery and repair/replacement parts

Type of equipment ENGEL ALL ELECTRIC INJECTION MOLDER/ENGEL VERTICAL INJECTION MOLDER.
Serial no. 44491, 44492 & 70431

Step 5: Identify how you will use this equipment. Check the appropriate box.

I state that this equipment will be used

- primarily in the manufacturing or assembling of tangible personal property for wholesale or retail sale or lease.
- primarily in production agriculture.
- primarily in graphic arts production.

Step 6: Sign below

Under penalties of perjury, I state that I have examined this certificate and, to the best of my knowledge, it is true, correct, and complete.

Theresa McLaughlin _____ 09 24 2012
Purchaser's signature Date

You may photocopy this form or you may request additional forms by visiting our web site at tax.Illinois.gov, by writing us, or by calling our Springfield office weekdays between 8 a.m. and 5 p.m. Our address and telephone number are below.

ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19010
SPRINGFIELD IL 62794-9010
217 785-3707

11 A 11



Invoice #: 17651
Invoice Date: September 19, 2012

BILLED

INVOICE

All Rite Industries, Inc.
470 Oakwood Rd.
Lake Zurich, IL 60047

Order No.
Rep
EXW Itasca, IL

Bill Due: **ON RECEIPT**

Qty	Description	Unit Price	TOTAL
1	Engel ES600H/200VRB Vertical Injection Molding Press, Serial No. 70781/200/01	\$85,000.00	\$85,000.00

Sold As-Is, Loaded on Truck - No Warranties Express or Implied

Terms: Payment in full prior to shipment

Additional Terms Attached

SubTotal (USD)	\$85,000.00
Shipping & Handling	
Taxes	

FOR EXPRESS PROCESSING:

Wiring Information

American Chartered Bank

1199 E. Higgins Rd.

Schaumburg, IL 60173

Bank Routing #: 071925046

Meadoworks Acct #: 1247865

or

International SWIFT

Via Bank of New York

Beneficiary Bank: Amer. Chartered Bank

Beneficiary Bank Acct #: 8900667915

Further Credit To: Meadoworks, LLC

TOTAL \$85,000.00

Payable To: Meadoworks, LLC
1300 E. Woodfield Rd., Suite 210
Schaumburg, IL 60173

Meadoworks, LLC
1300 E. Woodfield Rd., Suite 210
Schaumburg, IL 60173

Toll Free: 800-323-0307
Fax: 847-413-1112
International: +1 847 640 8580

www.meadoworksinc.com

4A13



Illinois Department of Revenue

ST-587 Equipment Exemption Certificate

Step 1: Identify the seller

The seller must keep this certificate.

Name Meadoworks, LLC

Address 1300 E. Woodfield Rd., Suite 210
Number and street

Phone (847) 640-8580

Schaumburg IL 60173
City State ZIP

Step 2: Identify the purchaser (lessor)

Name All Rite Industries, Inc.

Phone (847) 540-0300

Address 470 Oakwood Rd.
Number and street

Date of purchase 10 / 19 / 2012
Month Day Year

Lake Zurich IL 60047
City State ZIP

Write the purchaser's Illinois account ID number, FEIN or SSN.

Illinois account ID number _____

FEIN 36-2870918 SSN _____

Step 3: Identify the lessee

Name _____

Address _____
Number and street

Phone (_____) _____

_____ City _____ State _____ ZIP _____

Step 4: Identify the equipment* you are purchasing (or leasing)

* Equipment includes machinery and repair/replacement parts

Type of equipment Engel ES600H/200VRB Vertical Injection Molding Machine

Serial no. 70781/200/01

Step 5: Identify how you will use this equipment. Check the appropriate box. See instructions.

I state that this equipment will be used

- primarily in the manufacturing or assembling of tangible personal property for wholesale or retail sale or lease.
- primarily in production agriculture.
- primarily in graphic arts production for wholesale or retail sale or lease.
- primarily for coal and aggregate exploration and related mining, off-highway hauling, processing, maintenance, and reclamation, but excluding motor vehicles required to be registered under the Illinois Vehicle Code.

Step 6: Blanket Certificate Check the appropriate box in each section.

I am the identified purchaser, and I certify that

- all of the purchases that I make from this seller are eligible for the production agriculture exemption.
- the following percentage, _____ %, of all of the purchases that I make from this seller are eligible for the production agriculture exemption.
- all of the purchases that I make from this seller are eligible for the graphic arts production exemption.
- the following percentage, _____ %, of all of the purchases that I make from this seller are eligible for the graphic arts production exemption.
- all of the purchases that I make from this seller are eligible for the coal and aggregate mining exemption.
- the following percentage, _____ %, of all of the purchases that I make from this seller are eligible for the coal and aggregate mining exemption.

Step 7: Sign below

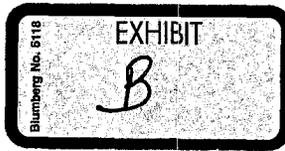
Under penalties of perjury, I state that I have examined this certificate and, to the best of my knowledge, it is true, correct, and complete.

[Signature]
Purchaser's signature

10/19/2012
Date

You may photocopy this form or you may obtain additional forms by visiting our website at tax.illinois.gov.

This form is authorized as outlined under the tax or fee Act imposing the tax or fee for which this form is filed. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty.



FOUNDER PLASTICS INC.

Tel: (416) 292-1788
Fax: (416) 292-1730

33 Scottfield Drive, Scarborough, Ontario M1S 5R4

Invoice

G.S.T. Registration #: 124961350

Date: 4/13/12
Invoice No 180149

Sold To Meadowsworks, Inc. Ship To Pick Up
1401 Louis Ave.
Elk Grove Village, Illinois
60007, USA

Date Shipped: TBA Your Order No.:
Ordered By: Brian Walsh Ship Via: Pick Up
Terms: COD

Item No.	Description	Qty. Ord.	Unit Price /M	Amount
----------	-------------	-----------	---------------	--------

One Batenfeld BA 2700/1330 BK machine/298 ton
 UNILOG B4 control system
 with robot; S# 57.127 *30,000*
 One Batenfeld BA 2700/1200 BK machine/300 ton
 UNILOG TC40SCL control system; s# 54.088 *10,000*

machine moving, rigging by Meadowsworks
Freight by Measoworks
Founder will have machine disconnect and oil drained
Our Bank Details:-

Bank of Montreal (BOFMCAMZ)
291 Spadina Ave.
Toronto, Ontario M5T 3E6
Account # 3977 4602 159
Bank Swif Code PNBUS3MMYC
Bank Swift # BOFMCAMZ

Subtotal	\$40,000.00
HST	\$0.00
USD Total	\$40,000.00

Wende

131

CST#: 361

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY

8. Importing Carrier		9. Mode of Transport 30		10. Country of Origin DE		11. Import Date 11/07/2012			
12. B/L or AWB No. CHLH0101949		13. Manufacturer ID XOFOUPLA33SCA		14. Exporting Country CA		15. Export Date 10/25/2012			
16. I.T. No.		17. I.T. Date		18. Missing Docs		19. Foreign Port of Lading			
21. Location of Goods/G.O. No.		22. Consignee No. SAME		23. Importer No. 36-2734299		20. U.S. Port of Unlading 3801			
25. Ultimate Consignee Name and Address				26. Importer of Record Name and Address MEADOWWORKS LLC 1300 E WOODFIELD RD City SCHAUMBURG State IL Zip 60173					
27.		28. Description of Merchandise		32.		33.			
Line No.		A. HTSUS No. B. ADA/CVD No.		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.			
001		INJ MOLDING PRESS IMP REF: 94388 INV# 001 INJ-MLD MACH F/THRMO PLAS 8477.10.9060 12,927 1 NO MERCHANDISE PROCESSING FEE ----- INV VAL US \$ 10,000.00 ENTVAL 10,000.00 -----		ARS NOT RELATED 10,000 C250		3.1 % 0.3464 %		34. Duty and I.R. Tax Dollars Cents 310.00 34.64	
Other Fee Summary for Block 39 499 34.64		35. Total Entered Value \$ 10,000.00		CBP USE ONLY		TOTALS			
		Total Other Fees \$ 34.64		A. LIQ CODE		B. Ascertained Duty 37. Duty 310.00			
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT				REASON CODE		C. Ascertained Tax 38. Tax 0.00			
I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.				D. Ascertained Other 39. Other 34.64					
				E. Ascertained Total 40. Total \$344.64					
		41. Declarant Name STEPEN P. CORTELLI		TITLE AS ATTY		SIGNATURE STEPEN P. CORTELLI		DATE 10/25/12	
42. Broker/Importer Information (Name, address, phone number) EUSSELY A FARROW US INC 2902 S GODDARD RD ROMEO, MI 48174 (734) 955-7799 Fax: (734) 955-5466				43. Broker/Importer File No. BR: 15-094167					
				PAPERLESS		CBP Form 7501 (06/09)			
				MUST BE PAID		06NOV12			



"B"

Invoice #: 17912
 Invoice Date: April 22, 2013

Bill To: [REDACTED]

INVOICE

Icon Containment Solutions, LLC
 870 Robinson Dr. Ste. C
 N. Salt Lake, Utah 84054

Order No.
 Rep
 EXW Itasca, IL

Bill Due: **ON RECEIPT**

Qty	Description	Unit Price	TOTAL
1	Used - Battenfeld BA2700/1200BK Injection Molding Press, Serial No. 54.088	\$53,000.00	\$53,000.00
Sold As-Is, As-Inspected, Loaded on Supplied Truck - No Warranties Express or Implied			
Terms: Payment in Full Due Net Upon Receipt of Invoice, Prior to Shipment and No Later than April 23, 2013			
Additional Terms Attached			

SubTotal (USD) **\$53,000.00**

FOR EXPRESS PROCESSING:

Wiring Information

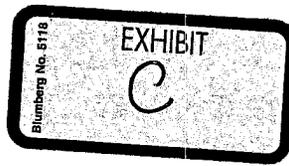
American Chartered Bank
 1199 E. Higgins Rd.
 Schaumburg, IL 60173
 Bank Routing #: 071925046
 Meadoworks Acct #: 1247865

International SWIFT
 # IRVTUS3N - Via Bank of New York
 Beneficiary Bank: Amer. Chartered Bank
 Beneficiary Bank Acct #: 8900667915
 Further Credit To: Meadoworks, LLC

Shipping & Handling
 Taxes

TOTAL \$53,000.00

Payable To: Meadoworks, LLC
 1300 E. Woodfield Rd., Suite 210
 Schaumburg, IL 60173



Invoice

Sold To:

Meadoworks LLC
 1300 E. Woodfield Rd.
 Schaumburg, IL 60173

Ship To:

Meadoworks LLC
 1300 E. Woodfield Rd.
 Schaumburg, IL 60173

Date	Currency	Delivery	Invoice Number
11/7/2012	USD		Test Room 1

Customer PO Number:	Terms:
----------------------------	---------------

Item	Description	Quantity	Price Each (USD)	Total (USD)
	Sumitomo Press Machine Model: SG350M Serial:MOFN0029 Sold as is, where is Except: StackTeck to Disconnect Main Electrical, Drain Hydraulic Oil & Blow out Heat Exchanger Press Sold Free & Clear of any Liens, Claims or Encumbrances			\$20,000.00
Total Amount Due				\$20,000.00

BANK WIRE PAYMENTS INFORMATION	
BANK WIRE PAYMENTS	
Pay through (Receiving Bank)	Bank of Montreal
S.W.I.F.T. BIC Code:	International Banking, Head Office, Montreal
Account with Institution	BOFMCAM2
Transit #:	Bank of Montreal (Beneficiary's Bank)
Beneficiary Account:	69 Bramalea Road, Brampton - Ont., L6T 2W9 Tel 905 791 1685
Beneficiary Name:	04702
	0470 4603712
	StackTeck Systems Limited, 1 Paget Road, Brampton, Ont., L6T 5S2
	Tel 416 749 1698





"C"

Invoice #: 17660
 Invoice Date: December 5, 2012

Bill To: [REDACTED]

INVOICE

Preform Solutions, Inc
 301 S. Garfield Ave., Suite 9
 Sioux Falls, SD 57104

Order No.
 Rep
 EXW Brampton, Ontario

Bill Due: **ON RECEIPT**

Qty	Description	Unit Price	TOTAL
1	Sumitomo SG350M Injection Molding Press, S#MOFN0029	\$50,000.00	\$50,000.00
Sold As-Is, Where-Is, As Inspected - No Warranties Express or Implied Terms: Payment in Full Due Net Upon Receipt of Invoice, Prior to Shipment, and no Later than December 6, 2012 Additional Terms Attached			

SubTotal (USD) **\$50,000.00**
 Shipping & Handling
 Taxes

FOR EXPRESS PROCESSING:

Wiring Information

American Chartered Bank
 1199 E. Higgins Rd.
 Schaumburg, IL 60173
 Bank Routing #: 071925046
 Meadoworks Acct #: 1247865

International SWIFT
 Via Bank of New York
 Beneficiary Bank: Amer. Chartered Bank
 Beneficiary Bank Acct #: 8900667915
 Further Credit To: Meadoworks, LLC

TOTAL \$50,000.00

Payable To: Meadoworks, LLC
 1300 E. Woodfield Rd., Suite 210
 Schaumburg, IL 60173

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY

CST#: 361

Form Approved

1. Filer Code/Entry No. E15 2607041-8		2. Entry Type 01 ABI/A		3. Summary	
4. Surety No. 036		5. Bond Type 8		6. Port Code 3802	
7. Entry Date 12/26/2012		8. Importing Carrier ARS		9. Mode of Transport 30	
10. Country of Origin JP		11. Import Date 12/12/2012		12. B/L or AWB No. DELD0063388	
13. Manufacturer ID XOSTATEC1BRA		14. Exporting Country CA		15. Export Date 12/12/2012	
16. I.T. No.		17. I.T. Date		18. Missing Docs	
19. Foreign Port of Lading		20. U.S. Port of Unlading 3802		21. Location of Goods/G.O. No.	
22. Consignee No. SAME		23. Importer No. 36-2734299		24. Reference No.	
25. Ultimate Consignee Name and Address City State IL Zip			26. Importer of Record Name and Address MEADOWWORKS LLC 1300 E WOODFIELD RD City SCHAUMBURG State IL Zip 60173		
27. Line No.		28. Description of Merchandise		32. A. Entered Value B. CHGS C. Relationship	
29. A. HTSUS No. B. ADA/CVD No.		30. A. Grossweight B. Manifest Qty.		31. Net Quantity in HTSUS Units	
33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.		34. Duty and I.R. Tax Dollars Cents			
001	SUMITOMO PRESS IMP REF: 94822 INV# 001 INJ-MLD MACH F/THRMO PLAS 8477.10.9050 15,967 MERCHANDISE PROCESSING FEE ----- INV VAL US \$ 20,000.00 ENTVAL 20,000.00 -----		1 NO	20,000 C250	3.1 % 0.3464 %
Other Fee Summary for Block 39 499 69.28		35. Total Entered Value \$ 20,000.00		CBP USE ONLY	
Total Other Fees \$ 69.28				TOTALS	
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.		A. LIQ CODE		B. Ascertained Duty	
		REASON CODE		C. Ascertained Tax	
				D. Ascertained Other	
				E. Ascertained Total	
				37. Duty 620.00	
				38. Tax 0.00	
				39. Other 69.28	
				40. Total \$689.28	
41. DECLARANT NAME STEPEN P. CORTELLI		TITLE AS ATTY		SIGNATURE STEPEN P. CORTELLI	
				DATE 12/21/12	
42. Broker/Filer Information (Name, address, phone number) RUSSELL A FARROW US INC 28825 GODDARD RD ROMULUS MI 48174 (734) 955-7799 Fax: (734) 955-6466		43. Broker/Importer File No. BR: 15-106862			

CBP Form 7501 (06/09)

MUST BE PAID 24DEC12

"D"

Protoplast Inc.

PO Box 310
210 Willmott Street, Unit 2
Cobourg, ON K9A 4K8
905-372-6451 FAX 905-372-8382

INVOICE

35367

04/12/2012

BILL TO:

MEADOW WORKS INC.
1300 EAST WOODFEILD ROAD # 210
SCHAUMBURG, IL

SHIP TO:

MEADOW WORKS INC.
1300 EAST WOODFEILD ROAD # 210

TERMS: DUE UPON RECEIPT

DUE DATE: 04/12/2012

Quantity	Item Number	Rev	Description	Price	Extension
Pack Slip #	Ship Date	PO Number	Order Date	Ship Via	FOB

1.00 2 USED SUMITOMO MACHINES \$20,000.0000 Each \$ 20,000.00

220 SHC, 220 SHA 04/12/2012

Misc. Comment: For purchase of (2) Sumitomo machines, (1) 220 SHC, (1)220 SHA.

Total price for both machines (package deal) \$20,000 CDN

Terms: FOB Cobourg, full payment prior to pick up

Meadowworks responsible for any removal cost, including rigging

Protoplast will prepare the machines for rigging, including disconnecting hydro and water as well as emptying oil tanks.

Machines will be released by Protoplast at time of installation of replacement injection molding machines, ETA May 11, 2012.

COLLECT

\$10,000
\$10,000

Please note our GST No. #104334289RT0001

Thank You

Subtotal:	20,000.00
Tax:	0.00
Freight:	0.00
Total:	\$ 20,000.00

All Prices Are Shown in Canadian Dollar

11

PROFORMA INVOICE

Shipper/Seller Ref: 92850 Protoplast Inc. 210 Willmott Street Unit #2 Cobourg, Ont K9A 4K8		U. S. Customs Clearance By  RUSSELL A. FARROW (U.S.) INC. <small>A FARROW COMPANY CUSTOMS • LOGISTICS • SYSTEMS SOLUTIONS • GLOBAL SERVICE</small> U.S. Headquarters: 27221 Northline Road Taylor, Michigan 48180-4400 Phone: (734) 955-7799 Fax: (734) 955-6466 Website: www.farrow.com			
Purchaser Ref Meadoworks 1300 Woodfield Road Schaumburg, IL 60173 U.S. IRS or Social Security # 36-2734299		Consignee (if different from Purchaser) U.S. IRS or Social Security #			
Country of Origin Canada <input type="checkbox"/> U.S. Manufactured Good: (note declaration below) Other <input checked="" type="checkbox"/> JP If "Various" include in Description of Goods		Terms of Sale: Delivered/Duty Paid <input type="checkbox"/> FOB Plant <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other <input type="checkbox"/>			
Carrier _____ U.S. Port of Entry _____		Discounts (Identify) Bill Customs Charges To: Shipper <input type="checkbox"/> Purchaser <input type="checkbox"/> Other <input checked="" type="checkbox"/> B.&B. Custom House Currency of Sale: Canadian Funds <input checked="" type="checkbox"/> US Funds <input type="checkbox"/> Other <input type="checkbox"/>			
Freight to Border \$ _____ Border to Destination \$ _____ Prepaid & Included <input type="checkbox"/> Prepaid & Charged <input type="checkbox"/> Collect <input type="checkbox"/>		Parties to This Transaction Are: Related <input type="checkbox"/> Not Related <input checked="" type="checkbox"/>			
NAFTA Claimed: Blanket Cert. of File <input type="checkbox"/> NAFTA Not Claimed <input type="checkbox"/> NAFTA Claimed: Certificate Attached <input type="checkbox"/>		Prices Include: Duty <input type="checkbox"/> Brokerage <input type="checkbox"/> Freight Prices Do Not Include: Identify Other Charges			
Responsible Individual Jeff Kaplan Phone: 800-323-0307 Fax: Xtension 106 Date: June 13, 2012		Prices paid or agreed to be paid as per purchase order Inv.35367 of June 13, 2012			
No./Type of Pkgs.	Description of Goods in Sufficient Detail to Validate Commodity Coding	H.S. Classification	Unit Quantity	Unit Price	Amount
1 pcs	Used Sumitomo 220 Ton Injection Molding Mach. s/n MOCM5024	8477.10.90.40	1		\$10,000.00
	Net Wt. _____	Gross Wt. _____	Kgs. _____		
1	TOTAL PCS./PKGS.		INVOICE AMOUNT		\$10,000.00
DECLARATION: By Foreign Shipper (complete if goods are of U.S. origin and their value exceeds \$1250.00) I, _____ declare to the best of my knowledge and belief that the articles herein specified were exported from the United States from the port of _____ on or about _____; that they were returned without having been advanced in value or improved in condition by any process of manufacture or other means.					
Signature: _____				Date: _____	

92850

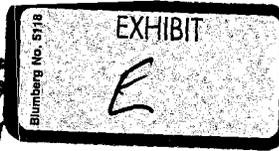
CST#: 361

Form Approved OMB No. 1651-0022
EXP. 03-31-2012

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY

1. Filer Code/Entry No. RT5 2558522-6		2. Entry Type 01 ABT/A		3. Summary Date	
4. Surety No. 036		5. Bond Type 8		6. Port Code 3802	
7. Entry Date 06/29/2012		10. Country of Origin JP		11. Import Date 06/18/2012	
8. Importing Carrier SME		9. Mode of Transport 30		14. Exporting Country CA	
12. B/L or AWB No. ETTN70132022		13. Manufacturer ID XOPROINC210COB		15. Export Date 06/18/2012	
16. I.T. No.		17. I.T. Date		18. Missing Docs	
19. Foreign Port of Lading		20. U.S. Port of Unlading 3802			
21. Location of Goods/G.O. No.		22. Consignee No. SAME		23. Importer No. 36-2734299	
24. Reference No.		25. Ultimate Consignee Name and Address			
26. Importer of Record Name and Address MEADOWWORKS LLC 1300 E WOODFIELD RD City SCHAUMBURG State IL Zip 60173		27. City State IL Zip			
28. Description of Merchandise		32.		33.	
29. A. HTSUS No. B. ADA/CVD No.		30. A. Grossweight B. Manifest Qty.		31. Net Quantity in HTSUS Units	
34. Duty and I.R. Tax Dollars Cents		A. Entered Value B. CHGS C. Relationship		A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.	
001 USED INJECTIONS MOLD MACHINE IMP REF: 92850 INV# 001 INJ-MLD MACH F/THRMO PLAS 8477.10.9040 9,208 1 NO MERCHANDISE PROCESSING FEE ----- INV VAL US \$ 10,084.71 ENTVAL 10,085.00 -----		NOT RELATED 10,085 C250		3.1 % 0.3464 %	
35. Total Entered Value 499 34.93 \$ 10,085.00 Total Other Fees \$ 34.93		CBP USE ONLY		TOTALS	
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT: I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input checked="" type="checkbox"/> owner or purchaser or agent thereof. I further declare that the merchandise <input checked="" type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.		A. LIQ CODE		B. Ascertained Duty	
		REASON CODE		C. Ascertained Tax	
				D. Ascertained Other	
				E. Ascertained Total	
				37. Duty 312.64	
				38. Tax 0.00	
				39. Other 34.93	
				40. Total \$347.57	
41. DECLARANT NAME STEPHEN P. CORTELLI		TITLE AS ATTY		SIGNATURE STEPHEN P. CORTELLI	
				DATE 06/19/12	
42. Broker/Filer Information (Name, address, phone number) RUSSELL A FARROW US INC 28825 GODDARD RD ROMULUS MI 48174 (734) 955-7799 Fax: (734) 955-6466		43. Broker/Importer File No. BR: 15-060212			



Bill To: [Redacted]

INVOICE

U.S. Farathane Corporation
11650 Park Ct.
Utica, MI 48315

Order No.
Rep
EXW Calgary Alberta, Canada

Bill Due: ON RECEIPT

Qty	Description	Unit Price	TOTAL
1	Engel ES2050/450 Injection Molding Press, Serial No.70308, w/ Engel ERC63 Robot, S#74435	\$177,500.00	\$177,500.00
<p>Sold As-Is, FOB Origin Freight Prepaid, Austin, TX. - No Warranties Express or Implied</p> <p>Terms: Net Due in Full Upon Receipt and no Later Than 6/21/12</p> <p>Additional Terms Attached</p>			

SubTotal (USD) **\$177,500.00**

FOR EXPRESS PROCESSING:

Wiring Information

American Chartered Bank
1199 E. Higgins Rd.
Schaumburg, IL 60173
Bank Routing #: 071925046
Meadoworks Acct #: 1247865

or

International SWIFT
IRVTUS3N, Via Bank of New York
Beneficiary Bank: Amer. Chartered Bank
Beneficiary Bank Acct #: 8900667915
Further Credit To: Meadoworks, LLC

Shipping & Handling
Taxes

TOTAL \$177,500.00

Payable To: Meadoworks, LLC
1300 E. Woodfield Rd., Suite 210
Schaumburg, IL 60173

Perfect Fit Injection Moulding Ltd.

INVOICE

#: 200041

5403 - 44 Street S.E.
 Calgary, AB T2C 2T6
 403-263-8284

SALES ORDER #:

GST Number: 865113781RT0001

Page 1 of 1

SOLD TO:
 MEADOWWORKS INC.
 1300 E Woodfield Drive
 Schaumburg, IL 60173
 USA

SHIPPED TO:
 MEADOWWORKS INC.
 1300 E Woodfield Drive
 Schaumburg, IL 60173
 USA

INVOICE DATE	YOUR ORDER #	PAYMENT TERMS	SALESMAN	DATE DUE	SHIPPED VIA
6/15/2012					

Qty Ord	Qty Sh	Item #	Description	Disc	Tax	Price	Amount
1	1		Engel 450T Injection Moulding machine S/N 70308/450/00 and ERC63 Robot S/N 74435, conveyor and guarding	0.0%		110000	\$110,000.00
					US funds		

Code	Comp	Date	Job	Comments

Comments: Equipment is free and clear of all liens and encumbrances. Transaction is in US funds. Payment in full prior to shipping. Purchaser responsible for all rigging and shipping. Bank wire information sent by separate info sheet, wire charges responsibility of sender.

SUBTOTAL:	\$110,000.00
FREIGHT:	\$0.00
0.00% TAX:	\$0.00
OTHER TAX:	\$0.00
OTHER:	\$0.00
TOTAL	\$110,000.00
AMOUNT DUE	\$110,000.00

Customer/White



4/11

COMMERCIAL INVOICE

DATE: 13-Jun-12
 INVOICE No.: SKUS-061312

AMERICA SAMKWANG INC.

Address:
 6801 South 33rd Street, Bldg. "M" Suite #5
 McAllen Texas 78503 USA
 Phone (956) 686 - 0221

Bank Info.
 Bank of America
 3516 Pecan Blvd
 McAllen, TX 78501
 Ph 956-992-9035
 Account # 5860 2768 0257
 Routing # 11100025 (ACH)
 ABA/Routing: 026009593 (Wire Transfer)

BILL TO:
 Meadowworks Inc
 1300 East Woodfield Rd
 Suite 210
 Schaumburg, IL 60173

CONSIGNED TO:
 Samkwang Industrias de Mexico S.A. de C.V.
 Avenida Los Encinos No.1013
 Parque Industrial Villa Florida
 Cd. Reynosa, Tamaulipas, Mexico C.P. 88730
 Tel (899) 909 29 08 y 909 29 25
 Fax (899) 951 63 50
 RFC: SIM051109774
 MQ 2006-10 PSII

SHIP TO:
 Pharr, Texas
 (TBD)

Vessel / or: On /About
 Ground
 From: REYNOSA
 HTS-CODE

To: PHARR
 Account No.

Terms of Payment:
 Cash In Advance
 Terms of Shipment:
 DDP
 Currency:
 USD

PO No.
 N/R

Carrier
 TBD

Vendor Code:
 N/R

Country of Origin:
 Japan

Part No.	Description of Goods	Make, Model, & Serial No.	Country of Origin	Unit Price (USD)	Qty.	Amount (USD)
1) SK-6431-17	Injection Molding Machine	Milacron-Fanuc - A062T0412	Japan	\$ 90,000.00	1	\$ 90,000.00
		Import/Export Fees		\$ 1,735.07		\$ 1,735.07
		Imp/Exp Fees (50% Negotiated)		\$ (867.54)		\$ (867.54)
2) SK-6431-19	Injection Molding Machine	Milacron-Fanuc - A062T0345	Japan	\$ 90,000.00	1	\$ 90,000.00
		Import/Export Fees		\$ 1,735.07		\$ 1,735.07
		Imp/Exp Fees (50% Negotiated)		\$ (867.54)		\$ (867.54)
3) SK-6431-20	Injection Molding Machine	Milacron-Fanuc - A062T0344	Japan	\$ 90,000.00	1	\$ 90,000.00
		Import/Export Fees		\$ 1,735.07		\$ 1,735.07
		Imp/Exp Fees (50% Negotiated)		\$ (867.54)		\$ (867.54)
4) SK-6431-22	Injection Molding Machine	Milacron-Fanuc - A062T0414	Japan	\$ 90,000.00	1	\$ 90,000.00
		Import/Export Fees		\$ 1,735.07		\$ 1,735.07
		Imp/Exp Fees (50% Negotiated)		\$ (867.54)		\$ (867.54)
5) SK-6431-24	Injection Molding Machine	Milacron-Fanuc - A062T0413	Japan	\$ 90,000.00	1	\$ 90,000.00
		Import/Export Fees		\$ 1,735.07		\$ 1,735.07
		Imp/Exp Fees (50% Negotiated)		\$ (867.54)		\$ (867.54)
		Anticipated Payment		\$ (60,000.00)		\$ (60,000.00)

Total Quantity: 5

Net Amount: (USD) \$ 394,337.68

REMARKS:
 REFER PACKING LIST No.
 TOTAL WEIGHT:

TOTAL BOXES:

CUSTOMER ARE REQUESTED TO CLAIM FOR REPLACEMENT OR SHORTAGE IMMEDIATELY WITHIN 14DAYS

AUTHORIZED SIGNATURE (S) :

FOR AND ON BEHALF OF:

Finance Manager

"E" 13

Bill To:

Sanmina-SCI Turtle Lake
300 Industrial Ave.
Turtle Lake, WI 54889

Order No.
Rep
EXW McAllen, Texas

INVOICE

Qty	Description	Unit Price	TOTAL
	<p>(5) Cincinnati Roboshot SiB-165 Injection Molding Presses, S#'s 3944A01/06-41, 3944A01/06-39, 3944A01/06-34, 3944A01/06-35 3944A01/06-40</p> <p>Package Price: \$575,000.00 - Loaded on Truck - No Warranties Express or Implied</p> <p>Less Trade in Allowance of \$280,000.00 for the following Injection Molding Presses - to Be Removed Prior to 9/1/12 (1) 2002 Engel Duo 7050/900US & ERC Robot, S#47525 (1) 1999 Engel ES2000/400, S#9534-400/99 (1) 1999 Engel ES2000/400, S#9531-400/99 Presses are available for Immediate Sale - Sanmina-SCI Responsible for Electrical Disconnect and Draining of Fluids</p>		
1	Net Sale Price Less Trade-Ins: \$295,000.00	\$295,000.00	\$295,000.00
1	Shipping and Handling: \$11,500.00	\$11,500.00	\$11,500.00
	Terms: Balance Due in Full Prior to Shipment of Roboshot Presses, and in Any Event no Later Than August 1, 2012		
	Agreed and Accepted - Tod Piller, Sanmina-SCI Turtle Lake		
	Additional Terms Attached		

SubTotal (USD) \$306,500.00

Shipping & Handling

Taxes

TOTAL \$306,500.00

FOR EXPRESS PROCESSING:

Wiring Information

American Chartered Bank

1199 E. Higgins Rd.

Schaumburg, IL 60173

Bank Routing #: 071925046

Meadoworks Acct #: 1247865

or

International SWIFT

IRVTUS3N, Via Bank of New York

Beneficiary Bank: Amer. Chartered Bank

Beneficiary Bank Acct #: 8900667915

Further Credit To: Meadoworks, LLC

Payable To: Meadoworks, LLC
1300 E. Woodfield Rd., Suite 210
Schaumburg, IL 60173

Meadoworks, LLC
1300 E. Woodfield Rd., Suite 210
Schaumburg, IL 60173

800-323-0307
Toll Free: 847-413-1112
Fax: +1 847 640 8580

www.meadoworksinc.com



SANMINA-SCI

SHIP TO: 300 Industrial Avenue, Turtle Lake, WI 54889, United States

PURCHASE ORDER

Table with purchase order details: PURCHASE ORDER NO. S1624518TP, REVISION 0, PAGE 1(2), DATE OF ORDER 23-JUL-12, BUYER M,Pabst.

VENDOR: MEADOWWORKS LLC, 1300 E WOODFIELD RD SUITE 210, SCHAUMBURG, IL 60173, United States

BILL TO: Sanmina-SCI Corporation, c/o Global Finance Center, PO Box 70001, Huntsville, AL 35807, United States

Summary table with columns: CUST. ACCT. NO, VENDOR NO, PAYMENT TERMS, INCOTERM, SHIP VIA, CONFIRM TO/ TELEPHONE, REQUESTER/ DELIVER TO, SERVICE LEVEL.

Main line items table with columns: LINE, PART NUMBER/DESCRIPTION, DELIVERY DATE, QUANTITY, UNIT, UNIT PRICE, EXTENSION, TAX. Includes item 1: TODD PILLER ARRANGING TRUCKING...

PURCHASE ORDER AND SANMINA PART # MUST APPEAR ON ALL PACKAGES. Your acceptance of this purchase order, via performance, the sending of an acknowledgment or otherwise, is conditioned on your acceptance of the terms and conditions set forth on both sides of this order...

TOTAL section with signature lines and currency information: Continued Currency: US dollar.



SANMINA-SCI

SHIP TO:
300 Industrial Avenue
Turtle Lake, WI 54889
United States

PURCHASE ORDER

PURCHASE ORDER NO. S1624518TP	
REVISION 0	PAGE 2(2)
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.	
DATE OF ORDER 23-JUL-12	BUYER M,Pabst
DATE OF REVISION	BUYER

VENDOR:
MEADOWWORKS LLC
1300 E WOODFIELD RD SUITE 210
SCHAUMBURG, IL 60173
United States

BILL TO:
Sanmina-SCI Corporation
c/o Global Finance Center
PO Box 70001
Huntsville, AL 35807
United States

CUST ACCT. NO.	VENDOR NO	PAYMENT TERMS	INCOTERM	SHIP VIA
	108444	T/T ADVANCE	COLLECT ORIGIN	PO CON-WAY TRANSPORTATION -[LTL]-[STANDARD]

CONFIRM TO/ TELEPHONE (847) 6408580	REQUESTER/ DELIVER TO	SERVICE LEVEL STD+
--	-----------------------	-----------------------

LINE	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	-- NET SALE PRICE LESS TRADE-INS: \$295,000.00 TERMS: BALANCE DUE IN FULL PRIOR TO SHIPMENT OF ROBOSHOT PRESSES, AND IN ANY EVENT NO LATER THEN AUGUST 1, 2012. -- AGREED AND ACCEPTED - TODD PILLER, SANMINA-SCI TURTLE LAKE						

PURCHASE ORDER AND SANMINA PART # MUST APPEAR ON ALL PACKAGES Your acceptance of this purchase order, via performance, the sending of an acknowledgment or otherwise, is conditioned on your acceptance of the terms and conditions set forth on both sides of this order, together with all attachments and exhibits attached hereto and all specifications, drawings, notes, instructions, and other written materials and information referred to therein (the "Terms"). If you do not receive or cannot read these Terms, or have any questions regarding these Terms, please call Buyer's legal department at (408) 964-3500 or view them on Sanmina-SCI's website at http://www.sanmina-sci.com/partners/supplier_req.html .	TOTAL	295,000.00 Currency: US dollar
	_____ AUTHORIZED SIGNATURE _____ AUTHORIZED SIGNATURE	

1. **GENERAL.** The terms and conditions set forth below, together with the written information contained on the face of this purchase order ("Order") and all attachments and exhibits attached hereto and all specifications, drawings, notes, instructions, and other written materials and information including those that can be found on the Supplier Partner Access Page (Link http://www.sanmina.com/partners/supplier_req.html) referred to therein (the "Terms") shall apply to the purchase of the products and/or services described in this Order (collectively "Products") and are incorporated herein and are made a part of this Order. Seller may accept this Order either by performance or the sending of an acknowledgement, provided, however, that any additional terms and conditions contained in Sellers offer or counteroffer documents (including any acknowledgment or invoice) shall not apply to this Order unless they are specifically accepted by an individual of Buyer having the title of Vice President or higher ("Buyers Representative") in writing. In the event this Order is deemed to be an acceptance of a Seller quotation (rather than an offer or counteroffer accepted by Seller by performance or acknowledgment), then Buyers acceptance of Sellers quotation is expressly conditioned on Sellers agreement to these Terms. If a purchase agreement (signed by a Buyer Representative) exists between Seller and Buyer with respect to the Products, the terms of such agreement shall prevail over any inconsistent Terms herein. In no event shall Buyers silence in response to any document containing Sellers terms and conditions be construed as an acceptance of any such terms or conditions. The Order is by and between the Seller and the particular Buyer entity set forth on the front of this document, and does not bind any other entity, including any Affiliate of Buyer.

2. **PRICE, INVOICES, PAYMENT TERMS, AND DISCOUNTS.** Prices for Products shall be in the currency set forth on the front of this Order, or if no currency is specified thereon, the currency of the country in which Buyer is incorporated. Seller warrants that the prices offered for the Products hereunder are the lowest prices for these or similar Products sold by Seller to other customers, and in the event of any price reduction between the acceptance of this Order and delivery of the Products, Buyer shall be entitled to such reduction. Seller shall submit invoices which include, at a minimum, the following information: Order number, item number, description of item, size of item, quantity of item, unit price, applicable taxes, extended totals, and any other information specified elsewhere herein. A Bill of Lading or express receipt must accompany each invoice. The Product price includes all applicable foreign, federal, state, and local taxes, tariffs, import duties, commissions, and all shipping, freight, transportation, packing and handling charges required to deliver the Product to the delivery point in accordance with Section 3(b), provided, however, that all freight, transportation, duties and taxes (including value added taxes) shall be separately itemized. Payment terms for any valid and non-disputed invoice are net ninety (90) days from the date of receipt of product. In the event Buyer disputes any invoice, it will promptly notify Seller, and the parties shall use their respective efforts to resolve the dispute. Payment of invoices shall be deemed correct unless Seller notifies Buyer of any payment discrepancies within thirty (30) days after receipt of payment. Buyers delay in paying any disputed portion of any invoice shall not constitute a breach or default of these Terms. Buyer may at any time set off any amount owing from Seller or any of its Affiliates to Buyer or any of its Affiliates against any amount payable by Buyer or its Affiliates to Seller or its Affiliates. For the purpose of this Order, the term "Affiliate" of a party shall mean and include any entity which controls (by owning the majority of voting securities of), is controlled by, or is under common control of Buyer or Seller. Time in connection with any discount offered by Seller will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date on which a correct invoice is received, for the purpose of earning the discount, payment will be deemed to have been made on the date of mailing of Buyer's payment.

3. **DELIVERY; INCOTERMS; RISK OF LOSS; PACKING AND SHIPMENT; OVERSHIPMENTS.**

(a) **TIME IS OF THE ESSENCE OF THIS ORDER.** The delivery date shall be that which is specified in the Order unless agreed otherwise in writing between Buyer and Seller. Seller shall immediately notify Buyer in the event that Sellers timely performance under this Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Buyer with all available information regarding the reasons for the delay. Such notice shall not constitute a waiver by Buyer of any of Sellers obligations hereunder. If delivery of the Products is not timely completed, Buyer reserves the right, without liability and in addition to all its other rights and remedies: (1) to terminate this Order by notice effective when received by Seller as to Product not yet shipped, and to purchase substitute Products elsewhere and at Buyers option charge Seller with any loss incurred, (2) to request that Seller, at its expense, ship Product by expedited means and (3) to recover from Seller any damages it incurs, including but not limited to any damages it is required to pay to any third party. Neither partial shipments nor shipments prior to the delivery date shall be permitted unless agreed to in writing by Buyer. Product delivered to Buyer more than three (3) days in advance of the delivery date herein or which are in excess of the ordered quantities may be returned at Sellers expense.

(b) Unless otherwise specifically provided on the face of this Order, the Products will be delivered FCA Buyers facility of manufacture (Incoterms 2000). In the event this Order includes the delivery of equipment which requires installation, Seller shall install such equipment (at Sellers expense) at Buyer's designated site upon request from Buyer. Title and risk in Products shall remain with Seller until they are delivered at the point specified in the Order and transferred to Buyers possession, at which time title and risk in the Products shall transfer to Buyer.

(c) Unless otherwise specified in the Order or in another written communication from Buyer to Seller, (i) all Products shall be packed in accordance with good commercial practices; (ii) Seller shall attach a complete packing list to the outside of each packing container, (iii) Seller shall mark all containers or packages with necessary lifting, loading and shipping information, (iv) Seller shall mark all shipments with bar code labels meeting Electronic Industries Association Outer Shipping Container Bar Code label Standard EIA-556-A, (v) Seller shall ensure that all packaging complies with the Directive 94/62/EC on packaging and packaging waste (Dec. 20, 1994) as implemented by the various member states of the European Union, as well as with similar Laws in other jurisdictions and shall include all information required by the RoHS Directive, the WEEE Directive or Other Laws, (vi) Seller shall ship Product in a manner which complies with all Laws, including I.C.C. regulations and which is adequate to insure safe arrival of the Product at the destination.

(d) Unless otherwise agreed in writing, Seller shall be the exporter of record for Product and technical data.

(e) All information held by or reasonably available to Seller regarding any potential hazards known or believed to exist in the transport, handling or use of the Products shall be promptly communicated to Buyer.

4. **WARRANTY.**

(a) In addition to any express or implied warranties, Seller warrants that Products will be (1) new and unused, (2) free from all defects, including defects in workmanship, material, design and manufacture, (3) of merchantable quality and fit for the purposes intended by Buyer, (4) in conformance with any drawings or specifications provided to Seller or any samples furnished by Seller, and all Seller quality requirements as defined in the Supplier Quality Requirements Document (QAR-0001-C) (Link: <http://www.sanmina.com/partners/QAR-0001-C.pdf>), (5) free from infringement of any third party intellectual property, and (6) if services, performed in a professional and workmanlike manner. The foregoing warranties shall (i) survive the delivery and inspection of the Product and acceptance or payment by Buyer, (ii) be in effect for as long as Buyer warrants its product (containing the Product) to its customer, but no longer than five years from delivery, and (iii) run to the benefit of Buyer and its customers. Buyers approval of Sellers materials or design will not relieve Seller of any warranties.

(b) In addition to the warranties set forth in (a), in the event Buyer orders Product which it specifies must comply with the RoHS Directive, the WEEE Directive and/or similar Laws and restrictions in other nations ("Other Laws"), then Seller represents, warrants and certifies that all Product complies with the RoHS Directive, the WEEE Directive or Other Laws. For the purpose of these Terms, (i) "RoHS Directive" shall mean the Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment, (Jan. 27, 2003) as implemented by the various member states of the European Union and (ii) "WEEE Directive" shall mean the Directive 2002/96/EC on Waste Electrical and Electronic Equipment, (Jan. 27, 2003) as implemented by the various member states of the European Union. The parties acknowledge that Buyer may specify RoHS and/or WEEE Compliance in various ways, including but not limited to (y) relying on Sellers published Product specifications or any other statement from Seller stating that the Product complies with the RoHS Directive and/or WEEE Directive or (z) advising the Seller either in a request for quotation, on its Order, or otherwise - that the Product must comply with the RoHS Directive and/or WEEE Directive.

(c) In addition to any other rights Buyer may have, if Products delivered pursuant to this Order do not meet the foregoing warranties, Buyer shall, at its sole option, have the right to (i) require Seller to correct any defective or nonconforming Product by repair or replacement at no cost to Buyer; (ii) return such defective Product to Seller, at Sellers expense and sole risk, for a credit at the price the Products were originally purchased or (iii) correct the defective or nonconforming Product itself and charge Seller with the cost of such correction. In addition, Seller shall indemnify and hold the Buyer-Indemnified Parties harmless from and against any Claims as set forth in Section 7. In the event Buyer requests a return for replacement, Seller shall (a) provide Buyer with a return material authorization ("RMA") number within 24 hours after Buyers request, (b) replace or rework and ship the nonconforming returned Products within five (5) business days after receipt and (c) shall bear all shipping costs required to effectuate the replacement.

(d) Any repaired Product shall be warranted as set forth herein to the same extent and duration as the Product initially furnished.

(e) In addition to the foregoing warranties, Seller warrants that the Product, Sellers business (including its manufacturing, operating and hiring processes) and the Product documentation complies with all international, national, federal, state, and local ordinances, rules and regulations (including but not limited to the Fair Labor Act of 1938, as amended, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act of 1976 and the Transportation Safety Act of 1974, as amended, all regulations of the Food and Drug Administration, the Federal Acquisition Regulations, and any similar law outside of the United States, as such laws have been amended, modified, or implemented (collectively "Laws") and that the manufacture and sale of the Product complies with all Laws. Seller further warrants the accuracy of all Product documentation it provides to Buyer, including but not limited to customs-related documents and MSDS and safety-related documents.

5. **INSPECTION AND ACCEPTANCE.** Payment for the Product does not constitute acceptance of the Product and Buyer reserves the right to take an adjustment (by means of a credit memo or otherwise) for errors, shortages, defect in the Products or other failure of Seller to meet the requirements of this Order. Product will only be deemed accepted after it has actually been counted, inspected and tested by Buyer and determined to be in conformance with this Order. Notwithstanding the foregoing, Buyers failure to inspect or test the Product shall not relieve Seller of any of its responsibilities hereunder. In case any Product is not in conformity with the requirements set forth in the Order or these Terms, Buyer will have (in addition to charging Seller for the inspection of the Products) the right to reject it, to require its correction, or to accept it with an adjustment in price. Any Product that has been rejected or required to be corrected must be replaced or corrected by and at the expense of Seller within five business days after notice. If, after being requested by Buyer, Seller fails to timely replace or correct any defective Product or element of service, then Buyer shall have the right (a) to exercise any remedy set forth in Section 4(c) above, (b) to cancel this Order for default, or (c) to require an appropriate reduction in price. Buyer (on behalf of itself and its customer) reserves the right to inspect, at the Sellers facility or at any other location, any or all of the Products and any records relating to the Products.

6. **CHANGES.** Buyer shall have the right at any time to suspend performance hereunder, increase or decrease the ordered quantities, change the delivery date of the Product or make changes in drawings, designs, specifications, materials, packaging, place of delivery and/or method of transportation ("Change(s)"). Seller agrees to accept such Changes as though the Changes were included in the Order. If any Changes cause an increase or decrease in the cost, or the time required for performance, Seller shall notify Buyer, and the parties shall agree on an equitable adjustment in the price and/or delivery date, and shall modify the Order in writing. No claim by Seller for such an adjustment will be valid unless asserted in writing within twenty (20) days (or such longer period as agreed to in writing by Buyer Representative) after the date on which Seller received the notification of the Change. Except in the event of a Change, Seller shall not make any changes to the form, fit, function to any Products or any changes to the drawings, designs, specifications, materials, process, packaging, time and place of delivery or method of transportation without Buyers prior written consent.

7. **INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer, its officers, directors, employees, agents, customers, and affiliates (the "Buyer-Indemnified Parties") harmless from and against any and all demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel and, in the case of breach of warranty, including the internal or external costs of any recall (including shipping costs to and from Buyers customer to Buyer), the costs incurred by Buyer to determine the cause of the failure, the technical support labor costs in handling customer relationships and the costs incurred by Buyer to repair the product which incorporates the Product) of every kind (each a "Claim," and, collectively "Claims") (i) which Claim alleges that the Product, the use or sale of the Product, or the equipment or processes used to manufacture and/or assemble the Product infringe the patent, copyright, trademark, trade secret or other form of intellectual property right belonging to a third party or (2) Seller has engaged in unfair competition as a result of similarity in design, trademark or appearance of the Product, (ii) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused either by a defective Product, or by the negligent or willful acts or omissions of Seller or its officers, employees, subcontractors or agents, and (iii) based on Sellers breach of these Terms, including but not limited to any breach of the warranties provided in Section 4 (including any failure of the Product or the manufacture thereof to comply with the RoHS Directive, WEEE Directive or Other Laws). Seller agrees upon receipt of notification from Buyer to provide and to promptly assume responsibility for defense of any claim, suit or proceeding which may be alleged or brought against the Buyer-Indemnified Parties. At its option, Buyer may be represented by and actively participate, through its own counsel in such claim, suit or proceeding, and the reasonable costs of such representation shall be paid by Seller. Seller shall not settle any Claim without Buyers written approval, which approval shall not be unreasonably withheld. The rights pursuant to this Section are in addition to any other rights (of indemnification or otherwise) provided by law.

8. **TERMINATION AND CANCELLATION.**

(a) Buyer shall have the right to terminate this Order or any portion thereof "for cause" and without any liability to Buyer (i) in the event Seller breaches any of these Terms or (ii) Buyer believes in good faith that Seller will be unable to perform its obligations hereunder, requests that the Seller give it adequate assurances of performance, and Seller fails to do so within five business days. In addition, this Order shall automatically terminate for cause and without liability to Buyer in the event Seller assigns substantially all of its assets to a third party for the benefit of its creditors, files for bankruptcy or has a bankruptcy proceeding filed against it which proceeding is not dismissed within sixty days after filing. Seller shall indemnify the Buyer-Indemnified Parties for all Claims resulting from Buyers termination for cause, including the costs of transferring production to a third party, the procurement of substitute product, line down charges and any other costs incurred by Buyer.

(b) Buyer shall have the right to terminate the Order or any portion thereof for its convenience. In the event of such a termination, Seller shall immediately stop all affected work hereunder, place no further orders for materials to complete the affected work, and observe any instructions by Buyer as to work in process. In addition, if requested by Buyer, Seller will assign to Buyer all Sellers interests under any affected subcontracts and orders, settle all claims thereunder after obtaining Buyers written approval, protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all articles, materials, work in process, and other things held or acquired by Seller in connection with the terminated portion of this Order. Seller will proceed promptly to comply with Buyers instructions respecting each of the foregoing without awaiting settlement or payment of its termination claim. Within thirty (30) days after such termination, Seller may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Sellers failure to submit the claim within thirty (30) days after termination shall constitute a waiver of such claim and a release of any potential Buyer liability arising out of the termination. Unless otherwise agreed, the termination charges will be limited to (i) the contract price, for Product completed (or services rendered) in accordance with this Order and not previously paid for (provided that the Product was not manufactured in advance of the leadtime previously approved by Buyer), and (ii) the cost of the components plus a reasonable charge for the labor expended for all work in process (provided that the work was not performed in advance of the leadtime previously approved by Buyer), and (iii) reasonable cancellation charges paid to third party suppliers, provided that Seller has obtained Buyers prior written approval. Payments under Sections (i)-(iii) above may not exceed the aggregate price specified in this Order less payment otherwise made or to be made. Any amounts payable by Seller to Buyer for property lost, damaged, stolen or destroyed prior to delivery to Buyer will be excluded from amounts otherwise payable to Seller under this Section.

(c) In the event a court determines that Buyer has improperly terminated this Order or a portion for cause, such termination shall be deemed to be for Buyers convenience.

9. **U.S. GOVERNMENT CONTRACT PROVISIONS.** If required, Seller shall comply with Section 12 of the Federal Acquisition Regulations ("FAR") (Acquisition of Commercial Items), and all such regulations (including the regulations set forth in FAR 53.301) are hereby incorporated by reference into this Order. In the alternative, if a contract number is shown on the face hereof, the following special terms and conditions shall apply: (1) all applicable provisions of any contract between Buyer and the government prime contractor or subcontractor, and all statutes, regulations, orders or similar Government contracting provisions which by law or regulation are required to be made a part of the Order, are incorporated herein by reference, and shall be flowed down by Seller to any subcontractor, sub-supplier or sub-manufacturer being utilized by Seller. By accepting this Order, Seller assumes toward the government, prime contractor and subcontractor the same obligations toward Buyer that Buyer has assumed in the contract or subcontract with the government, prime contractor or subcontractor, and (2) any additional government contracting provisions of which Buyer has advised Seller shall be incorporated herein by reference.

10 **COMPLIANCE WITH BUYERS CODE OF CONDUCT** Seller will comply with Buyers Business Code of Conduct and Ethics, a copy of which may be found at http://files.shareholder.com/downloads/SANSCI/1726503963x0x240535/1010a2e1-c0c6-4a39-b8ce-17b10bae745f/ethic_s.pdf. In particular, Seller shall not make or offer a gratuity or gift of any kind to Buyers employees or their families that could be viewed as relating to an actual or potential business relationship with Buyer. Gifts include entertainment,

personal services, favors, discounts and other preferential treatment of any kind.

11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR A THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST OPPORTUNITY). IN NO EVENT SHALL BUYER'S LIABILITY HEREUNDER FOR ANY PRODUCT ORDERED HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE LIABILITY OF SELLER UNDER THE ORDER.

12. **CONFIDENTIALITY.** Seller agrees to keep information provided by Buyer confidential in accordance with the terms and conditions of the nondisclosure agreement previously executed between the parties, or, in the event the parties have not previously executed a nondisclosure agreement, in accordance with the terms and conditions of Buyers standard Vendor Nondisclosure Agreement located at <http://www.sanmina.com/partners/NDA.pdf>. In addition, the parties agree that the prices at which Seller sells the Product to Buyer shall be kept strictly confidential.

13. **BUYER FURNISHED PROPERTY.** All products, tools, equipment and other materials furnished by Buyer for use in the performance of this Order ("Equipment") shall remain the property of the Buyer, shall be used by Seller solely in the performance of this Order, and shall be returned to Buyer within three (3) business days after completion or termination of this Order or of Buyers request. Seller shall maintain, with a reputable insurance company, sufficient insurance to cover the replacement cost of the Equipment, which policy shall name Buyer as an additional insured and loss payee. Upon request from Buyer, Seller shall provide evidence of such insurance.

14. **BUYERS PROTECTION FOR WORK PERFORMED AT ITS SITE.** Seller shall take all steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of Seller at Buyers site (including, without limitation, installation of equipment), and Seller shall indemnify and hold harmless Buyer from and against Claims from any such employee, agent or subcontractor, and Seller shall maintain such insurance against public liability and property damage, and such employees liability and compensation insurance as will protect Buyer against the aforementioned risks and against any claims under any Workers Compensation and Occupational Safety and Health Acts and any other applicable labor, health and safety Laws. Sellers employees, agents, and subcontractors shall at all times conduct themselves in full compliance with Buyers safety and security regulations and shall immediately report to Buyer any accidents.

15. **PATENT LICENSE.** Seller, as consideration for this Order and without further cost to Buyer, hereby grants to Buyer (and, to the extent requested by Buyer, to the government) an irrevocable, non-exclusive, royalty-free license to use, have used, sell, have sold, manufacture, and cause to be manufactured products embodying any inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of this Order. All intellectual property contained in any services performed for Buyer shall belong to the Buyer, and (at Buyers request and expense), Seller agrees to carry out all formalities to legally vest ownership of all such intellectual property rights in Buyers name.

16. **MISCELLANEOUS**

(a) Waiver. No waiver of any breach of this Order or the terms and conditions thereof by Buyer shall be held to be a waiver of any other or a subsequent breach. All rights and remedies afforded Buyer in this Order shall be taken and construed as cumulative, that is, in addition to every other right and remedy provided under the Order or by law.

(b) Assignments. No right or obligation under this Order may be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent will be void. Buyer may assign this Order at any time upon notice to Seller.

(c) Independent Contractor. The relationship of Buyer and Seller established by this purchase order is that of independent contractors and nothing herein shall constitute the parties as partner, joint venturers, co-owners or otherwise as participants in a common undertaking or allow either party to create any obligation on behalf of the other party.

(d) Entire Agreement. These Terms set forth the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements and discussions between them. No modification or amendment hereof will be effective unless in writing and signed by a duly authorized representative of each party. Any terms and conditions set forth in any order confirmation or acknowledgment or any other documents shall be of no force or effect whatsoever.

(e) Applicable Law. The Parties acknowledge and agree that the state courts of Santa Clara County, California and the federal courts located in the Northern District of the State of California shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Order. The Parties consent to the exercise by such courts of personal jurisdiction over them and each Party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine. This Order shall be construed in accordance with the substantive laws of the State of California (excluding its conflicts of laws principles). THE PROVISIONS OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS ORDER.

(f) End of Life. Seller shall provide Buyer with a written one hundred eighty (180) day notice of its intent to discontinue the sale of any Product in order that Buyer, at Buyers option, may make an end of life purchase.

(g) Attorneys Fees. The prevailing party shall be entitled to recover its costs and reasonable attorneys fees from the non-prevailing party in any action brought to enforce this Order.

(h) C-TPAT. Supplier represents that it (i) is currently U.S. Customs-Trade Partnership Against Terrorism ("C-TPAT") certified or (ii) shall make commercially reasonable efforts to work towards C-TPAT certification, or (iii) is in the process of obtaining C-TPAT certification.

BILL OF LADING

ZIM Integrated Shipping Services Ltd.

ZIM CONTAINER SERVICE

SHIPPER / EXPORTER (NAME & ADDRESS) PLASTICOS DE HONDURAS S.A. DE C.V. 3ERA AVE. NUEVA ORLEANS, 32 CALLE, S.O. SAN PEDRO SULA, HONDURAS TEL. (504) 2556-6668	BOOKING No PT23356	BILL OF LADING No ZIMUPT20005149
	EXPORT REFERENCES	

CONSIGNEE (NAME & ADDRESS) DDU MEADOWWORKS WAREHOUSE BENSEVILLE, IL 60106 USA TEL. 1-847-640-8580 CONTACTO: JEFF KAPLAN EMAIL: JEFF@MEADOWWORKSINC.COM (B/L NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT FM C. No
NOTIFY (NAME & ADDRESS) DDU MEADOWWORKSSE DIST. INC. (AL) WAREHOUSE BENSEVILLE, IL 60106 USA TEL. 1-847-640-8580 CONTACTO: JEFF KAPLAN EMAIL: JEFF@MEADOWWORKSINC.COM	POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY)

REMARKS / EXPORT OR OTHER INSTRUCTIONS
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INITIAL CARRIAGE BY (MODE)	PLACE OF RECEIPT OF GOODS* (if Contracted For) SAN PEDRO SULA
LOADING VESSEL* PALENCIA 351/E	VOY PORT OF LOADING* PUERTO CORTES
PORT OF DESTINATION* NEW YORK	FINAL DESTINATION* (if Contracted For) DDU MEADOWWORKS

PARTICULARS AS FURNISHED BY SHIPPER

MKS & NOS / CONT NOS	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	1X40HC CONTAINER "SIAC" 1 ENGEL VICTORY 330/120 TECH 1200 KN AÑO 2005, INJECTION MOULDING MACHINE- WITCH ACCUMULADOR AND ROBOT ERC G.W. 7,500KGS/N.W. 7,500KGS TRLU6363361 SEAL 183495 TYPE OF MOVE: FCL/FCL		7,500KGS

NOT NEGOTIABLE

DETAILS	RATE		FREIGHT	
	PER	AMOUNT	PREPAID	COLLECT
FREIGHT PREPAID ON BOARD: 03/04/2012 CY/CY HOUSE TO HOUSE SHIPPERS/LOAD/COUNT/STOW AD VALOREM FREIGHT				

MERCHANT'S DECLARED VALUE OF GOODS: If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 23)	TOTAL
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NOTE: Received in apparent good order and condition, unless otherwise stated herein, for shipment on board the means of transportation (vessel, truck, rail or air) as named herein, the goods or packages or containers said to contain goods specified herein for carriage from the port of loading named herein or place of receipt of goods as named herein, if contracted for, on a voyage as described and agreed by this Bill of Lading and discharge at the port of destination or final destination named herein, if contracted for such carriage discharge or delivery being always subject to the terms, exceptions, limitations, conditions and liberties hereinafter agreed. Weight, measure, marks, numbers, quality, contents and value as declared by Shipper but unknown to the Carrier In accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, liberties and conditions stated herein, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side hereof as well as the provisions of the Carrier's published Tariff Rules, Regulations and Schedules, without exceptions, as fully as if they were all signed by the Merchant, and the Carrier's undertaking to carry the goods is made on the basis of the Merchant's acceptance and agreements as aforesaid.	IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this tenor and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to stand void.
FREIGHT PAYABLE AT PUERTO CORTES	No. OF ORIGINAL B/L ISSUED
PLACE AND DATE OF ISSUE PUERTO CORTES, CR 03/04/2012	

The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemised, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container relay service (see Cl. 1 overleaf) and Carrier's Container Rules and Tariffs (see Clauses 10, 11, 12 & 19 overleaf).

FOR DEFINITION SEE CLAUSE 2 OVERLEAF

WHEN THE PLACE OF RECEIPT OF GOODS IS AN INLAND POINT AND IS SO NAMED HEREIN, ANY NOTATION ON THIS BILL OF LADING OF ON BOARD, LOADED ON BOARD, SHIPPED ON BOARD OR WORDS TO LIKE EFFECT, SHALL BE DEEMED TO MEAN ON BOARD THE TRUCK, RAILCAR, AIRCRAFT OR OTHER INLAND CONVEYANCE (AS THE CASE MAY BE) PERFORMING CARRIAGE FROM THE PLACE OF RECEIPT OF GOODS TO THE PORT OF LOADING.

IN VIEW OF THE UNDERTAKING OF CARRIAGE BY VESSEL AND BY ALL AIR PARTS AND BY OTHER MEANS, THE CARRIER'S LIABILITY IS LIMITED TO THE STATE OF ISRAEL AND/OR ACTIVITY SUPPORTING THE ARAB BOYCOTT, FROM UNLOADING AT PORT OF DESTINATION UNLESS IN DISTRESS OR SUBJECT TO FORCE MAJEURE


Bill To:

INVOICE

 MSB Plastics Mfg. (ABC Group)
 10 Disco Rd.
 Etobicoke, Ontario
 Canada M9W 1L7

 Order No.
 Rep
 EXW Itasca, IL

Bill Due: ON RECEIPT

Qty	Description	Unit Price	TOTAL
1	Used - Engel Victory 330/120 Injection Molding Press, Serial No. 156706 w/ Engel ERC43/I-E Robot	\$93,000.00	\$93,000.00
	Sold As-Is, Loaded on Truck - No Warranties Express or Implied		
	Terms: Payment in Full Due Net Upon Receipt of Invoice, Prior to Shipment and No Later		

SubTotal (USD) \$93,000.00

Shipping & Handling

Taxes

TOTAL \$93,000.00

FOR EXPRESS PROCESSING:

Wiring Information
American Chartered Bank

1199 E. Higgins Rd.

Schaumburg, IL 60173

Bank Routing #: 071925046

Meadowworks Acct #: 1247865

or

International SWIFT

Via Bank of New York

Beneficiary Bank: Amer. Chartered Bank

Beneficiary Bank Acct #: 8900667915

Further Credit To: Meadowworks, LLC

Payable To: Meadowworks, LLC
 1300 E. Woodfield Rd., Suite 210
 Schaumburg, IL 60173