

Appendix 1

RETAILER REVERSE VENDING STATEMENT
 TOMRA North America
 P.O.BOX 200192
 Pittsburgh, PA 15251-0192



Acct # : CKBCMT
 To:

KBC FOOD CORPORATION
 1721-27 FIRST AVENUE
 New York, New York 10128

Statement Date : 9/20/2013
 Statement Number: 536961
 Statement Period: SEP-13

Quantity	Measure	Description	Rate	Schedule	Total Due
Retailer - Charges/Credits					
6,686	Units	Deposit	0.05000	1	(334.30)
1,207	Units	Participation - RVM Beer Can	0.02750	1	(33.19)
1,863	Units	Participation - RVM Soda Can	0.02750	1	(51.23)
1,273	Units	Participation - RVM Soda PET	0.02750	1	(35.01)
2,343	Units	Participation - RVM Water PET	0.02750	1	(64.43)
		Machine Lease Charges		3	300.00
		Tax on Machine Lease		3	26.63
		Reimbursable Charges		3	(5.75)
		Supply Charges - Bags		3	35.00
		Tax on Supply - Bags		3	3.11
		Tax on Supply Reimbursed		3	(0.51)
Net Due (To) From Retailer Chain					(5159.69)

	Minimum Tier Qty	Maximum Tier Qty	Actual Units	Lease Rate
Lease Tier Information for the Account-CKBCMT	0	20,000	6,686	300

Appendix 2

Sample Over/Under Summary Report

Stop Account Name	Stop Account Code	Material Description	LBS Over Under	LBS Over Under	LBS Over Under	LBS Over Under	Total O/U LBS	Billed LBS	% of Billed LBS	Task Type	Total Visits
3 DAN'S BEVERAGE -- JAMAICA, NY #15325	S15325MT	Can	(5,992)	(8,100)	(1,691)	(5,976)	(21,799)	57,492	-38%	Regular	1
6 Community Beverage -- Elmhurst #08004	S08004MT	Can	(3,463)	(8,980)	(7,329)	502	(19,259)	50,617	-38%	Regular	6
9 Brooklyn Redemption Center	S03183MT	Can	(2,194)	(1,472)	(8,054)	1,459	(10,262)	31,264	-33%	Regular	-
12 WALDBAUMS #4651 HOWARD BEACH	S04651MT	Can	(1,764)	(2,757)	(2,207)	(3,286)	(10,015)	11,783	-86%	Regular	4
15 PATHMARK #5649 NEW HYDE PARK (WLI)	S05649MT	Can	(2,060)	(2,034)	(2,425)	(2,191)	(8,710)	6,710	-100%	NDH	3
18 PATHMARK #5623 BALDWIN (WLI)	S05623MT	Can	(1,931)	(1,998)	(1,885)	(1,402)	(7,216)	7,893	-91%	NDH	1
21 PATHMARK #5682 STATEN ISLAND	S05682MT	Can	(1,038)	(1,870)	(1,914)	(1,731)	(6,554)	8,489	-77%	NDH	1
24 PATHMARK #5627 LI CITY	S05627MT	Can	(180)	(1,958)	(1,480)	(2,161)	(5,780)	29,777	-19%	NDH	2
27 A & P #5185 YONKERS	S05185MT	Can	(2,275)	(1,553)	(1,636)	(55)	(5,518)	7,515	-73%	NDH	-
30 Key Food -- Astoria, NY #44215	S44215MT	Can	(1,538)	(1,274)	(1,309)	(1,219)	(5,340)	9,735	-55%	Regular	-
33 Gun Hill Distributors #04140 (AB-only)	S04140MT	Can	(1,167)	(1,533)	(1,434)	(1,083)	(5,207)	5,207	-100%	#N/A	-
36 Food Dynasty #6 -- Ridgewood, NY	S02008MT	Can	(1,764)	(1,093)	(820)	(971)	(4,637)	9,473	-49%	Regular	2
39 Compare Foods #09602 Jackson Heights	S08602MT	Can	(731)	(3,856)	696		(3,891)	11,842	-33%	Regular	-
42 THRUWAY FOOD MARKET #9797	S09797MT	Can	(3,086)	2,505	791	(3,888)	(3,878)	12,747	-29%	NDH	-
45 PATHMARK # 652 - MASSAPEQUA - NY #05652	S05652MT	Can	138	(1,284)	(1,646)	(798)	(3,590)	6,173	-68%	NDH	-
49 WALDBAUMS #4669 ALBERTSON (WLI)	S04669MT	Can	(885)	(880)	(1,007)	(781)	(3,554)	4,030	-88%	NDH	-
54 Fine Fare #11718	S11718MT	Can	(603)	(532)	(591)	(1,468)	(3,194)	4,159	-77%	Regular	-
57 Keyfood -- Brooklyn, NY #01208	S01208MT	Can	(632)	(1,047)	99	(1,288)	(3,068)	15,122	-20%	Regular	2
60 Super Wal-Mart 2286 Centereach	S02286MT	Can	(597)	(556)	(744)	(564)	(2,460)	2,460	-100%	#N/A	-
63 A & P #5784 CROTON	S05784MT	Can	(677)	(648)	(669)	(312)	(2,307)	2,929	-79%	NDH	-
65 BEST YET SUPERMARKET -- ASTORIA #02930	S02930MT	Can	(776)	(526)	(400)	(599)	(2,302)	4,958	-46%	Regular	-
67 Shoprite #267 - Warwick (AB machs)	S32671MT	Can	(569)	(515)	(748)	(461)	(2,292)	2,292	-100%	#N/A	-
70 A & P #5153 SHRUB OAK	S05153MT	Can	(858)	362	(758)	(966)	(2,219)	3,410	-65%	NDH	-
73 COSTCO #310 LAWRENCE (WLI)	S04310MT	Can	(632)	(989)	(835)	260	(2,196)	4,506	-49%	Regular	-
75 PATHMARK #5667 CASTLE CENTER --BRONX	S05667MT	Can	1,722	(1,251)	(1,454)	(1,119)	(2,102)	17,921	-12%	NDH	2
77 B J WHOLESALE CLUB #49--HAUPPAGE, NY #00049	S00049MT	Can	(341)	(636)	(479)	(618)	(2,074)	2,184	-96%	Regular	-
80 GRADE A #2390 STAMFORD	S02390MT	Can				(2,042)	(2,042)	5,780	-35%	Regular	-
82 Western Beef -- Flushing #08002	S08002MT	Can	(274)	(388)	(640)	(552)	(1,855)	2,148	-86%	Regular	-
85 WALDBAUMS #4223 GARDEN CITY (WLI)	S04223MT	Can	(949)	910	(914)	(867)	(1,820)	3,615	-60%	NDH	-
87 Associated #3380-Brooklyn	S03380MT	Can	(626)	(347)	(579)	(247)	(1,799)	4,767	-38%	NDH	-
90 Foodtown -- Yonkers	S04701MT	Can	(936)	(173)	(347)	(314)	(1,771)	8,384	-21%	Regular	1
92 A & P #5185 YONKERS	S05185MT	Can	(2,275)	(1,553)	(1,636)	(55)	(5,518)	7,515	-73%	NDH	-

Appendix 3

Verbal Warning Letter Follow-Up Template (Written Documentation)

[DATE]

[CONTACT PERSON AT RETAILER/CUSTOMER]

[ADDRESS OF RETAILER/CUSTOMER]

Re: Confirmation of Meeting Regarding Unwarranted Store Activity

Dear [CONTACT PERSON]:

This letter is to confirm our meeting on [DATE OF MEETING] in which you received a verbal warning that there is unwarranted activity occurring at your store located at [ENTER STORE/REDEMPTION CENTER ADDRESS] regarding the use of Tomra of North America Inc.'s ("Tomra") reverse vending machines. The activity discussed involves [STATE ACTIVITY THAT WAS DISCUSSED/NEEDS TO BE STOPPED] and must be stopped within sixty (60) days from [DATE OF MEETING] as we discussed, or Tomra will have no choice but to take action.

Tomra appreciates your business and thanks you in advance for your prompt attention to, and resolution of, this matter.

Sincerely,

Jaime Perez or Tom Canales [Signed by individual who presented information]

Cc: President, Tomra of North America, Inc. (via e-mail)
General Counsel, Tomra of North America, Inc. (via e-mail)

Appendix 4

Written Warning Letter Template

[DATE]

[CONTACT PERSON AT RETAILER/CUSTOMER]

[ADDRESS OF RETAILER/CUSTOMER]

Re: Reverse Vending Machine Usage

Dear [CONTACT PERSON]:

This letter is written as a follow up to our meeting on [DATE OF VERBAL WARNING MEETING] in which you were provided with sixty (60) days to resolve the unwarranted activity occurring at your store located at [ENTER STORE/REDEMPTION CENTER ADDRESS]. This activity involved the use of Tomra of North America Inc.'s ("Tomra") reverse vending machines ("RVM"). Such activity is still occurring at this time and if it is not stopped within sixty (60) days from the date hereof, Tomra will have no choice but to take further action, which may include revision of the billing process or modification or termination of the RVM Agreement(s).

Sincerely,

[KEY ACCOUNT MANAGER]

[TITLE OF KEY ACCOUNT MANAGER]

Cc: President, Tomra of North America, Inc. (via e-mail)
General Counsel, Tomra of North America, Inc.