

HFD CV-13-6047013

RETURN DATE: December 3, 2013 : SUPERIOR COURT  
U.S. Foods, Inc. fdba U.S. Foodservice : J.D. OF HARTFORD  
VS. : AT HARTFORD  
Marlbro's Restaurant Group, LLC dba,  
Earl O'Garro and Kendra O'Garro : November 5, 2013

COMPLAINT

FIRST COUNT AS TO Marlbro's Restaurant Group, LLC dba US Restaurant

1. The plaintiff, U.S. Foods, Inc. fdba U.S. Foodservice, is a corporation having an office and place of business at 222 Otrobando Avenue, Norwich, CT 06360.

2. The defendant, Marlbro's Restaurant Group, LLC, is a limited liability company doing business a US Restaurant & Lounge having an office and place of business at 412 Main Street, Middletown, CT 06457.

3. Between April 25, 2013 and May 30, 2013, the defendant ordered merchandise and inventory from the plaintiff.

4. The plaintiff sold and delivered to the defendant the merchandise ordered.

5. There remains unpaid a balance of \$18,435.18 on open account which remains due and owing.

6. On or about February 18, 2013, the defendant agreed in writing, a copy of which is attached, that any unpaid balance shall bear interest at the rate of 1.5% per month and to pay reasonable attorney and/or collection fees.

7. Despite demand, the defendant neglects and refuses to pay the plaintiff the sum of \$18,435.18.

SECOND COUNT AS TO Earl O'Garro

1. The defendant, Earl O'Garro, is a principal of Marlbro's Restaurant Group, LLC dba US Restaurant & Lounge having a residence at 83 Johnson Road, Marlborough, CT 06447 .
2. On or about January 31, 2013, defendant, Earl O'Garro, in writing, absolutely guaranteed the payment of all bills incurred by Marlbro's Restaurant Group, LLC, the principal debtor, with the plaintiff in the amount of \$18,435.18. A copy of this guaranty is annexed marked Exhibit A.
3. Thereafter, in reliance on the guaranty, and while it was in full force and effect, the plaintiff sold and delivered to the principal debtor goods reasonably worth and for which principal debtor agreed to pay \$18,435.18.
4. No part of this sum has been paid by the principal debtor or the defendant, Earl O'Garro, although payment thereof has been demanded.
5. Despite demand, the defendant, Earl O'Garro, has neglected and/or refused to make full and total payment of the aforesaid sum.

SECOND COUNT AS TO Kendra O'Garro

1. The defendant, Kendra O'Garro, is a principal of Marlbro's Restaurant Group, LLC having a residence at 83 Johnson Road, Marlborough, CT 06447 .
2. On or about February 16, 2013, defendant, Kendra O'Garro, in writing, absolutely guaranteed the payment of all bills incurred by Marlbro's Restaurant Group, LLC dba US Restaurant, the principal debtor, with the plaintiff in the amount of \$18,435.18. A copy of this guaranty is annexed marked Exhibit A.
3. Thereafter, in reliance on the guaranty, and while it was in full force and effect, the plaintiff sold and delivered to the principal debtor goods reasonably worth and for which principal debtor agreed to pay \$18,435.18.

4. No part of this sum has been paid by the principal debtor or the defendant, Kendra O'Garro, although payment thereof has been demanded.

5. Despite demand, the defendant, Kendra O'Garro, has neglected and/or refused to make full and total payment of the aforesaid sum.

WE ARE DEBT COLLECTORS. BECAUSE WE ARE TRYING TO COLLECT A DEBT, ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

WHEREFORE, the plaintiff claims:

1. Money Damages.
2. Interest.
3. Reasonable Attorney's fees.
4. Costs.

The amount of legal interest or property in demand is greater than \$2,500.00, exclusive of interest and costs.

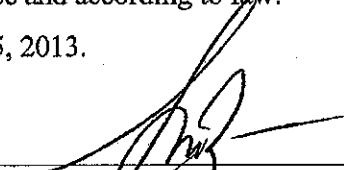
The amount of legal interest or property in demand is greater than \$15,000.00, exclusive of interest and costs.

Notice is hereby given to the defendant that the plaintiff intends to seek satisfaction of any judgment rendered in its favor in this action out of any debts accruing to the defendant by reason of defendant's personal services.

I hereby certify that I have personal knowledge of the financial responsibility of the plaintiff, and deem it sufficient to pay costs in this action.

Of this writ, with your doing thereon, make service and according to law.

Dated at Farmington, Connecticut on November 5, 2013.



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Steven M. Zelman  
Murphy, Laudati, Kiel, Buttler & Rattigan, LLC  
10 Talcott Notch Road, Suite 210  
Farmington, CT 06032  
(860) 674-8296  
szelman@mlkbr.com  
Juris No. 104060

13-146

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The undersigned, hereinafter referred to individually or collectively as "Guarantor", having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally and unconditionally guarantees the payment by Applicant to Sellers of all amounts due and owing now, and from time to time hereafter ("Liabilities"), from Applicant to Sellers. Guarantor expressly waives notice from Sellers of its acceptance and reliance on this Personal Guaranty (this "Guaranty"), notice of sales made to Applicant, and notice of default by Applicant. The obligations of Applicant shall not be impaired, from time to time, of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant or Sellers shall be available hereunder to Guarantor against Sellers. In the event of a default by Applicant on its obligations to Sellers, Sellers may proceed directly to enforce their rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights. Guarantor authorizes Sellers to obtain from time to time a consumer credit report and asset/liability search, in order to further evaluate the credit worthiness of Guarantor in connection with extension of credit under this Guaranty. Guarantor

irrevocably agrees to provide personal financial statements, historical tax returns or other similar financial documents as requested from Sellers from time to time, for continuing and ongoing consideration for extension of credit under this Guaranty. Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys' fees and expenses, which may be incurred by Sellers in enforcing this Guaranty or protecting their rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one-half (1.5%) percent per month, or the maximum rate that Guarantor may incur, shall be assessed on any amount due and owing to Sellers by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor, Guarantor's heirs, successors, assigns, and representatives and survivors, and shall have to the benefit of Sellers, and each of them, jointly and severally, their successors, assigns, affiliates and shareholders and may be assigned by Sellers without notice to Guarantor. This Guaranty shall be governed by and interpreted with the laws and decisions of the State of Delaware. Guarantor irrevocably agrees, and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Seller's operating company which provided this Guaranty is located, without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral or security

therefor. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation brought against it by Sellers and further waives any right to trial by jury. If more than one, the obligations of the undersigned shall be joint and several. This Guaranty may only be terminated upon the prior written notice of Guarantor delivered to Sellers via certified mail or upon the termination of the relationship of Applicant with Sellers provided that such notice of termination shall not release or affect any of Guarantor's liabilities existing as of the date Sellers receive such notice of termination. Guarantor hereby (a) agrees that Sellers may at Seller's sole option, require Guarantor to arbitrate any controversy, claim, dispute or cause of action arising out of or relating to this Guaranty or any other issue with the American Arbitration Association in accordance with its Commercial Arbitration rules and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof, (b) consents to the arbitration in the Applicable State, and to the application of Delaware law with the exception of Delaware conflicts of laws rules, and (c) agrees to pay all costs and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, administration fees and attorneys' fees. If there are more than one of the undersigned, each shall remain liable on this Guaranty until each has given separate written notice delivered via certified mail to Sellers. Guarantor shall immediately notify Sellers, in writing via certified mail, in the event of any sale of a significant portion of Guarantor's interest in the capital stock or other ownership interest of Applicant.

X [Signature] [Print Name] [Social Security Number] [Home Address] [Date]  
 X [Signature] [Print Name] [Social Security Number] [Home Address] [Date]  
 X \_\_\_\_\_  
 X \_\_\_\_\_

(USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE SIGNATORY)

QUESTIONS? Call 800-263-0277 (Option 6)

EFFECTIVE DATE: \_\_\_\_\_ CUSTOMER #: \_\_\_\_\_ DIVISION: \_\_\_\_\_  
 BUS. NAME: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
 BILLING STREET ADDRESS: \_\_\_\_\_ \*E-MAIL: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
 BEST PHONE NUMBER TO REACH YOU AT: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 \*Confirmation of each transaction will be sent to you by Statement and to the E-mail address you list on this form.  
 ENTER BANK ACCOUNT NUMBER: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
 ENTER 9 DIGIT ROUTING NUMBER: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  
 ENTER BANK NAME: \_\_\_\_\_

Please Attach a Copy of a Blank Voided Check

Our company agrees to pay US Foods, Inc. by electronic funds transfer and hereby authorizes US Foods or its designated representative to periodically debit the undersigned bank account(s) in the full payment terms provided by US Foods. It is acknowledged that US Foods will have no authority to draw upon the bank accounts of the undersigned at any time prior to the due date based on your payment terms as indicated on your invoice. In no event will US Foods be authorized to withdraw any amount in excess of the net invoice amount. Credits due and identified at the time of delivery will also be applied to the invoice prior to initiating the debit.  
 This agreement may be revoked by the undersigned or US Foods upon 90 days written notice to other party. This agreement may be revoked immediately by US Foods upon notification that any charge due has not been paid due to insufficient funds or is paid but reversed by any bank of notice to US Foods of the undersigned's bankruptcy.  
 In the event my electronic debit or transfer is returned, I agree that a \$25.00 return form fee will be electronically charged to my account.  
 The undersigned agrees to provide a copy of this agreement to its bank or other depository from which the direct debits are to be made and shall request such bank to cooperate with US Foods in the payment of all charges.

To: US Foods, Inc.  
 Attn: AR - Auto Deduct  
 10410 S. 50th Place  
 Phoenix, AZ 85044

To the Undersigned:  
 Company Name: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title: \_\_\_\_\_

C-Corporation  
 S-Corp  
 Limited Liability Company (LLC)  
 Limited Partnership (LP)  
 Proprietorship  
 Non-Profit  
 Government  
 Other

Government Funded?  Yes  No \_\_\_\_\_ % of Revenue Gov't Funded  
Medicaid/Medicare Funded?  Yes  No \_\_\_\_\_ % of Revenue Med Funded

Building/Facility:  Owned  Leased  
Date Business Opened or Ownership Changed: \_\_\_\_\_

State of Formation: \_\_\_\_\_  
Federal ID Number: \_\_\_\_\_

**OWNER/OFFICER/AUTHORIZED CORPORATE AGENT INFORMATION**

Name <i>Redacted</i>	Name <i>Earl O'Garra</i>	Name
Social Security Number <i>Redacted</i>	Social Security Number <i>Redacted</i>	Social Security Number
Title <i>Manager/Owner</i>	Title <i>Owner</i>	Title
Home Address <i>13 Johnson Rd</i>	Home Address <i>13 Johnson Rd</i>	Home Address
City, State, Zip <i>02889 24173</i>	City, State, Zip <i>02889 24173</i>	City, State, Zip
Driver's License Number <i>Redacted</i>	Driver's License Number <i>Redacted</i>	Driver's License Number
Home Phone Number <i>Redacted</i>	Home Phone Number <i>Redacted</i>	Home Phone Number
Cell Phone Number	Cell Phone Number <i>860-481-2355</i>	Cell Phone Number

**WHO ELSE DO YOU DO BUSINESS WITH?**

Vendor Name (Present Food Supplier) <i>MICKS</i>	Account Number <i>Sharon Wallen (860) 548 0797</i>	City/State	Phone Number
Vendor Name <i>Restaurant Paradise</i>	Account Number <i>Jan (860) 282-8733</i>	City/State	Phone Number
Vendor Name <i>Family of America</i>	Account Number <i>Redacted</i>	City/State <i>CT</i>	Contact Name <i>Connie</i>
Vendor Name <i>Redacted</i>	Account Number <i>Redacted</i>	City/State <i>CT</i>	Contact Name <i>Connie</i>
Checking Account # <i>Earl O'Garra</i>	Loan Account # <i>Webster Bank Checking account #</i>		
DO YOU HAVE ANY OTHER EXISTING BUSINESSES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DO YOU HAVE EXISTING OR PRIOR US FOODS ACCOUNTS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Business Name	Business Name	Account Number	
Address	City/State	City/State	Account Number

**DO YOU HAVE ANY OTHER QUESTIONS?**

- 1) RESALE OR EXEMPT TAX CERTIFICATE: TAX WILL BE CHARGED WITHOUT THESE DOCUMENTS
- 2) US FOODS REQUESTS YOUR MOST RECENT TWO YEARS FINANCIAL STATEMENTS

**APPLICANT'S CERTIFICATIONS**

Applicant hereby certifies that the information furnished under this Application and Agreement and any other financial statements furnished in connection herewith, is true, correct, complete, and that this information is being furnished to Sellers for the purpose of allowing Sellers to extend credit and/or provide goods/services to Applicant, and understands that Sellers intend to rely upon such information. Applicant represents and warrants that it is solvent, generally able to pay its debts as such debts become due and has capital sufficient to carry on its business. Applicant understands and agrees to be bound by the terms contained in this Application and Agreement and all invoices and other documents furnished by Sellers from time to time, all of which are incorporated herein by reference, and to promptly advise Sellers, in writing via certified mail, of any material change in the information provided herein, including, but not limited to, change of ownership, address or telephone. Applicant understands that Sellers will not be held liable for this Application and Agreement whether or not it is approved. Applicant's credit history, including but not limited to, credit history and trade, bank and personal references (whether or not listed in this Application) for customary credit information, a copy (along with other documents) of this application and signature(s) of the undersigned, shall be deemed to be the equivalent of the original and can be used as such to confirm the information contained on this Application and Agreement, including, but not limited to, sending a copy thereof to the trade, bank and personal references, and to release information to other creditors regarding Applicant's credit experience with Sellers. The Applicant hereby authorizes the bank(s) (and/or) to release information about the Applicant, including data account(s) opened, average checking balance, account history, open loan(s) balances, length of credit, availability under loans, credit, payment history, payments and their status, and any security interests, along with any other information that may assist Sellers in establishing an open account and credit line. Applicant agrees that information obtained will be kept in the strictest confidence. THE UNDERSIGNED IS EXECUTING THIS APPLICATION IN HIS/HER CAPACITY AS AN OFFICER OF APPLICANT, AND INDIVIDUALLY FOR THE LIMITED PURPOSE OF AUTHORIZING SELLERS TO OBTAIN FROM TIME TO TIME A NON-BUSINESS CONSUMER CREDIT REPORT ON THE INDIVIDUAL UNDERSIGNED, IN ORDER TO FURTHER EVALUATE THE CREDITWORTHINESS OF SUCH INDIVIDUAL AS PRINCIPAL, PROPRIETOR AND/OR GUARANTOR IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT. THE UNDERSIGNED, AS AN INDIVIDUAL, HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. § 1681, ET SE. APPLICANT UNDERSTANDS THAT THE TERMS AND CONDITIONS CONTAINED HEREINAFTER ARE MATERIAL HERETO AND SPECIFICALLY MADE A PART HEREOF.

TERMS AND CONDITIONS

1. Consideration of the extension of credit by Seller to Applicant, or the delivery of goods and/or services, Applicant agrees to the following terms and conditions:

Upon approval of this Application and Agreement, Seller in its sole discretion, and notwithstanding any request of Applicant, will assign Applicant a maximum credit line (if applicable) and shall have the right to increase, decrease or terminate Applicant's credit privileges under this Application and Agreement at any time without prior notice to Applicant, except as otherwise provided by law.

All purchases by Applicant of goods and/or services from Seller will be made in accordance with the terms and conditions of this Application and Agreement, and any invoice, distributor agreement, and/or other documents evidencing Applicant's obligations to Seller (each, a "distributor agreement"), all of which are incorporated herein by this reference. To the extent Applicant is part of or subsequently becomes part of a national or regional pricing program governed by a distributor agreement, Applicant acknowledges and agrees that it shall be bound by the terms and conditions of any such distributor agreement, notwithstanding that Applicant is not and will not be a party to such agreement. Applicant further agrees to give, release, forever discharge and hold harmless the Seller, its officers, directors, employees and agents, from any and all uses, damages, costs, expenses, rights, claims, demands, judgments, obligations, actions and causes of action, which Applicant may have arising out of or in connection with any dispute or disagreement regarding whether or not Applicant is bound by the terms of such distributor agreement. Applicant agrees and understands that this is a legally binding agreement, and that Seller, in its sole discretion, may change the terms and conditions of this Application and Agreement. Any such changes shall apply to all sales after such change is made. If Applicant is or subsequently becomes party to or bound by the terms of a distributor agreement, Applicant acknowledges and agrees that to the extent that there is any conflict between the terms and conditions set forth in this Application and Agreement and the distributor agreement, the terms and conditions of the distributor agreement shall control.

Title to all goods purchased from Seller shall pass upon delivery to the receiving dock of Applicant and acceptance by authorized signatory, subject to rejection of certain items by notation on the invoice. Applicant shall have twenty-four (24) hours from the time of delivery to notify Seller (i) of any unexplained damage or rejected goods or (ii) with respect to goods not jointly checked in, of any shortages, damages, or rejected goods. Applicant shall make arrangements through Seller's sales department for any goods to be returned to Seller in accordance with Seller's return policy in effect from time to time. Seller may terminate its obligations to provide product to Applicant pursuant to the terms of this Application and Agreement at any time, unless otherwise provided in a distributor agreement. Seller shall not be in default in the performance of its obligations under this Application and Agreement if such performance is evaded or delayed because of any cause beyond the reasonable control and without the fault or negligence of Seller.

Payment of the purchase price for goods and/or services

required from Seller shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due to Seller on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1.5% per month, or the maximum rate that Applicant may lawfully contract to pay, whichever is less, and in all events calculated in accordance with applicable law, on any amount considered past due until Applicant agrees to pay all costs of collection incurred by Seller, including reasonable attorneys' fees and expenses, should a default in payment or any other obligation of Applicant occur.

5. This Application and all transactions between Applicant and Seller shall be governed by and interpreted in accordance with the laws and decisions of the State of Delaware.

6. Applicant hereby agrees to immediately notify Seller via certified mail of any sale of a significant portion of the assets or business of Applicant, or a sale of a substantial interest in the capital stock or other ownership interest of Applicant.

7. IF THIS APPLICATION AND AGREEMENT IS NOT APPROVED IN FULL OR IF ANY OTHER ADVERSE ACTION IS TAKEN WITH RESPECT TO APPLICANT'S CREDIT WITH SELLER, APPLICANT HAS THE RIGHT TO REQUEST WITHIN 60 DAYS OF SELLER'S NOTIFICATION OF SUCH ADVERSE ACTION, A STATEMENT OF SPECIFIC REASONS FOR SUCH ACTION, WHICH STATEMENT WILL BE PROVIDED WITHIN 30 DAYS OF SAID REQUEST. The federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

8. Applicant irrevocably agrees and hereby consents and submits to the non-exclusive jurisdiction of any state or federal court located in the state where Seller's operating company which provided this Application and Agreement is located, (without regard to the conflicts of law provisions thereof (the "Applicable State"), with regard to any actions or proceedings arising from, relating to or in connection with Seller's obligations to Seller or this Application and Agreement. Applicant waives any right it may have to change the venue of any litigation brought against it by Seller.

9. Applicant agrees that all information as to source, quantity, and price of goods and services provided by Seller shall be maintained in confidence and shall not be released to any private third party for any reason whatsoever other than pursuant to a validly issued subpoena from a court or governmental authority having jurisdiction over Applicant, pursuant to the rules, regulations or requirements of any state or federal agency or department or pursuant to a discovery request made under applicable court rules and to which Applicant is required to respond.

10. WAIVER OF JURY TRIAL. APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE SELLER AND THE APPLICANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO (A) THIS APPLICATION AND AGREEMENT; AND (B) ANY OTHER GOVERNING DOCUMENTS INCLUDING INVOICES AND DISTRIBUTOR AGREEMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS APPLICATION AND AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE APPLICANT AND THE APPLICANT HEREBY REPRESENTS AND WARRANTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

11. Applicant hereby (a) agrees that Seller may, at Seller's sole option, require Applicant to arbitrate any controversy or claim arising out of or relating to this Application and Agreement, any credit extended by Seller to Applicant or any other issue with the American Arbitration Association or any other recognized arbitration group in accordance with its Commercial Arbitration rules, and any judgment or award rendered in connection therewith shall be entered in any court having jurisdiction thereof; and (b) consents to the Arbitration in the Applicable State, and to the application of Delaware law with the exception of Delaware conflicts of laws rules; and (c) agrees to pay all cost and expenses in connection with the arbitration, including, but not limited to, arbitrators' fees, a administration fees and attorneys' fees.

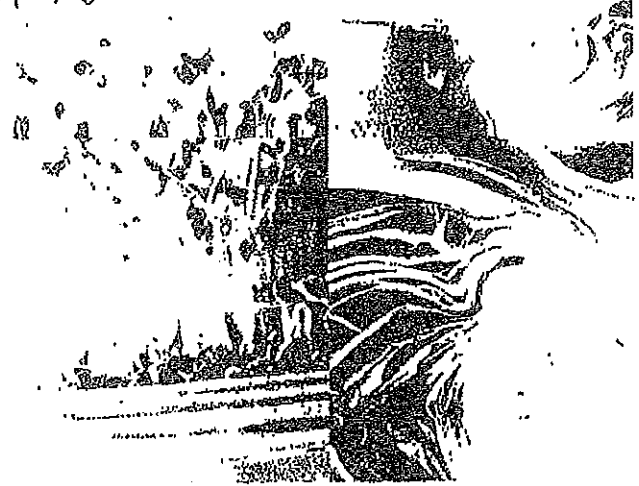
12. To secure the full and timely payment by Applicant to Seller of all now existing and hereafter arising amounts due Seller, Applicant hereby grants to Seller a priority (purchase money) security interest and lien in and to all goods, inventory, equipment and fixtures sold to Applicant by Seller from time to time, and a separate security interest in all other assets of Applicant, including, without limitation, all of Applicant's now existing or owned hereafter arising or acquired (a) accounts; (b) goods for sale, lease or other disposition which have given rise to Accounts and have been returned to or repossessed or stopped in transit by Applicant; and (c) goods, including, without limitation, inventory, equipment, fixtures, trade fixtures and vehicles. Applicant hereby authorizes Seller to file and perfect any and all statutory lien rights and any rights under indemnity or performance bonds at any time regardless of whether payment is due to Seller under Seller's payment terms with Applicant. Applicant hereby authorizes Seller to prepare and file any Uniform Commercial Code ("UCC") financing statements, amendments to UCC financing statements and any other filings or recordings in all jurisdictions where Seller determines appropriate without Applicant's signature, and authorizes Seller to describe the collateral in such financing statements in any manner Seller determines appropriate.

13. This Agreement may be delivered by electronic transmission or facsimile which shall be deemed to be an original.

Applicant ("Customer") Legal Name (Inc., LLC, etc.) Murinos Restaurant Group LLC  
Signature: [Signature] Title: Owner  
Print Name: Kenara Dorano Date: 1-31-2013  
Signature: [Signature] Title: 2-16-2013  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Yes Associate: [Signature] Terms Requested: 21 days Terms Approved: \_\_\_\_\_  
X Office Use Only:



# 61017802



# Customer Account Application

Customer # 61017802

This Customer Application (this "Application") is made to US Foods, Inc., doing business as US Foods, and all of its affiliates, divisions, subsidiaries and assigns collectively the "Sellers" for the purpose of inducing Sellers to extend credit accommodations to the Applicant named below:

### SHIPPING AND BILLING INFORMATION

SHIP TO:  
 412 main st Middletown CT 06457  
 Applicant Legal Name (INC, LLC, LP)  
 US Restaurant & Lounge  
 Trade Name/Doing Business As  
 412 main st Middletown CT 06457  
 Delivery Address (Attach Location Sheet if More Than One)  
 Middletown CT 06457  
 City State/Province Zip

BILL TO:  
 Check Here if Billing Address is Same As Delivery Address  
 Billing Address  
 City State/Province Zip  
 Country

County  
 Phone Number (960) 992-3001

Accounts Payable Contact Title  
 E-mail Address Phone Number  
 Fax Number  
 164124116@ymail.com