

134576

STATE OF RHODE ISLAND
KENT, SC

SUPERIOR COURT

STEPHEN P. MARRA
Plaintiff

vs.

TWIST RESTAURANT II, INC.
Defendant


KM-
C.A. NO. 10-1286

ORDER APPOINTING TEMPORARY RECEIVER

This cause came on to be heard upon the Plaintiff's Petition for Appointment of a Receiver and, upon consideration thereof, it is hereby

ORDERED, ADJUDGED AND DECREED

1. That Jonas Savage, of Pawtucket, Rhode Island be and hereby is appointed Temporary Receiver (the "Receiver") of the Defendant.
2. That said Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 10,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all monies and property which may come into the Receiver's hands and abide by and perform all things which the Receiver will be directed to do by this Court.
3. That said Receiver is authorized to take possession and charge of the property and assets of the Defendant, to collect the debts and property belonging to it and to preserve the same until further Order of this Court.
4. That said Receiver is authorized until further Order of this Court, in the Receiver's discretion and as said Receiver deems appropriate and advisable, to conduct the business of said Defendant, to borrow money from time to time, to purchase for cash or upon credit, merchandise, materials and other property, to engage employees and to pay said employees, in the usual course of business, and to do and perform or cause to be done and performed all other acts and things as are appropriate in the premises. Said Receiver shall obtain authorization from this Honorable Court before retaining accountants, business

TRUE COPY ATTEST


EDWARD MORRONE, CLERK
KENT COUNTY SUPERIOR COURT

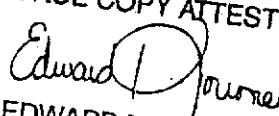
consultants, appraisers and special counsel. All disbursements by the Receiver shall be itemized in detail in the Receiver's Reports to the Court and all disbursements to accountants, business consultants, appraisers and special counsel shall be subject to approval by the Court. The Receiver and the law firm of which the Receiver is a member are hereby engaged as general counsel to said Receiver.

5. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 95-01, this Court finds that the designation of the aforescribed person for appointment as Receiver herein is warranted and required because of the Receiver's specialized expertise and experience in operating businesses in Receivership and in administering non-routine Receiverships which involve unusual or complex legal, financial, or business issues.

6. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Defendant or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Defendant, or the taking or attempting to take into possession any property in the possession of the Defendant or of which the Defendant has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with Defendant, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Defendant, by any public utility, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

7. That a Citation be issued to said Defendant, returnable to the Superior Court sitting at Warwick, Rhode Island on January 7, 2011, at 9:30 a.m. at which time and place this cause is set down for Hearing on the prayer for the Appointment of a Permanent Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in The Kent County Daily Times on or

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TRUE COPY ATTEST

EDWARD MORRONE, CLERK
KENT COUNTY SUPERIOR COURT

before December 24, 2010, so long as the Receiver's Bond has been filed, and the Receiver shall give further notice by mailing, on or before December 17, 2010, a copy of said Order Appointing Temporary Receiver to each of Defendant's creditors and stockholders whose address is known or may become known to the Receiver.

ENTERED as an Order of this Court, this 8th day of December, 2010.

ENTER:

AK, J.

BY ORDER:

Leonard P. Capuano
Deputy Clerk

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TRUE COPY ATTEST

Edward Morrone

EDWARD MORRONE, CLERK
CENT COUNTY SUPERIOR COURT



RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2010 DEC 20 AM 11:25

December 16, 2010

NOTICE TO ALL CREDITORS AND PARTIES IN INTEREST

RE: Atomic Catering, Inc.
333 Strawberry Field Rd.
Warwick, RI 02886

Pinelli's Cucina, Inc.
900 Victory Highway
N. Smithfield, RI 02896

Twist Restaurant, Inc.
336 Bald Hill Road
Warwick, RI 02866

Twist Restaurant II, Inc.
11 Main Street
Providence, RI 02906

Post Office Café
50 Main Street
East Greenwich, RI 02818

The Grille on Main, Inc.
50 Main Street
East Greenwich, RI 02818

Pinelli-Marra Restaurant Group, Inc.
50 Main Street
East Greenwich, RI 02818

Pinelli's Cucina Twist, Inc.
2095 Kingstown Road
South Kingstown, RI 02881

On December 8, 2010 the Rhode Island Superior Court serving Kent County entered Orders appointing the undersigned Temporary Receiver (the "Orders") of the assets and business of Atomic Catering, Inc., Pinelli's Cucina, Inc., Twist Restaurant, Inc., Twist Restaurant II, Inc., Post Office Café, Inc., Pinelli-Marra Restaurant Group, Inc., The Grille on Main, Inc., and Pinelli's Cucina Twist, Inc. (Atomic Catering, Inc., Pinelli's Cucina, Inc., Twist Restaurant, Inc., Twist Restaurant II, Inc., Post Office Café, Inc., Pinelli-Marra Restaurant Group, Inc., The Grille on Main, Inc., and Pinelli's Cucina Twist, Inc. shall be collectively referred to herein as the "Marra Entities"). Copies of the Orders are enclosed for your records and reference.

A Receivership is a state court insolvency proceeding. A Receiver is an office of the Court, appointed for the purpose of representing the interests of all creditors. Our office does not and has not represented any of the Marra Entities or their principals, and I have been appointed as a neutral, impartial Receiver for the purpose of stabilizing Marra Entities' financial affairs and ultimately marketing and selling Marra Entities' assets for the highest value with the purpose of maximizing recovery for creditors.

No private sale of assets, no approval of secured or any other claims, and no distribution to creditors will take place without notice to all creditors and other parties in interest who file a Proof of Claim with the Receiver and after a hearing thereon before the Kent County Rhode Island Superior Court.

Please note that a hearing with respect to the appointment of a Permanent Receiver for each of the Marra Entities are scheduled for January 7, 2011, at 9:30 a.m. in the Kent County Superior Court. You will receive a Proof of Claim to be completed along with additional instructions within a few weeks following the appointment of Permanent Receiver. Creditors and other interested parties are welcome to attend, but are not required to do so.

352 Newbury Street
Boston, MA 02115
P 617.267.7000
F 617.267.7011

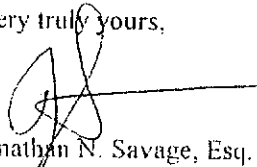
1080 Main Street
Pawtucket, RI 02860
P 401.272.1400
F 401.272.1403

One North Broadway, Suite 1004
White Plains, NY 10601
P 914.946.1888
F 914.946.1822

In connection with the Receivership, as set forth in Paragraph 6 of the Orders, creditors are restrained and enjoined from taking any action to enforce any and all claims that they may be entitled to assert against any and/or all of the Marra Entities and/or their assets.

Should you have any questions regarding any aspect of the foregoing, please feel free to contact Stephen F. Del Sesto, Esq. or the undersigned at (401) 272-1400.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Jonathan N. Savage', with a long horizontal line extending to the right.

Jonathan N. Savage, Esq.
Temporary Receiver for Atomic Catering, Inc.,
Pinelli's Cucina, Inc., Twist Restaurant, Inc.,
Twist Restaurant II, Inc., Post Office Café, Inc.,
Pinelli-Marra Restaurant Group, Inc.,
The Grille on Main, Inc.,
and Pinelli's Cucina, Inc. and not individually

Enclosures



A Limited Liability Partnership

December 14, 2010

TO ALL VENDORS OF PINELLI-MARRA RESTAURANT GROUP, PINELLI'S CUCINA,
POST OFFICE CAFÉ, TWIST RESTAURANT,
TWIST RESTAURANT II, THE GRILLE ON MAIN, PINELLI'S CUCINA TWIST AND
ATOMIC CATERING

As you may be aware, Attorney Jonathan Savage was appointed Temporary Receiver (the "Receiver") of the Pinelli-Marra Restaurant Group, Pinelli's Cucina, Post Office Café, Twist Restaurant, Twist Restaurant II, the Grille on Main, Pinelli's Cucina Twist and Atomic Catering (collectively the "Marra Restaurants") on December 8, 2010, and he is currently overseeing and maintaining the day-to-day operations of all the Marra Restaurants in accordance with the Court Orders (a copy of the Orders Appointing Temporary Receiver (the "Orders") are attached hereto for your reference).

It is my understanding that you have provided and continue to provide goods and/or services to the Marra Restaurants. The purpose of this correspondence is to request that you continue to work with the Receiver during his oversight of the Marra Restaurants' operations. As you can imagine it is necessary that the Marra Restaurants' essential vendors and service providers, like you, continue to work with the Receiver so that the Marra Restaurants' day-to-day operations remain undisturbed and the level of service to their customers can be maintained. To that end, please know that all business and financial decisions are now handled directly by the Rhode Island Superior Court through the Receiver. Based upon this, you can be assured that the Receiver will not incur any expense/charge unless he has confirmed that the Marra Restaurants have the funds available to pay those expenses within your typical business terms. Further, all vendors and service providers can be assured that any charges incurred by the Receiver will be treated as an administrative super-priority in the Receivership matter - meaning the payment of post-mastership invoices (post-December 8, 2010) will be paid ahead of all other expenses.

The Receiver is confident that the Marra Restaurants will successfully emerge from this proceeding preserving both its customer relationships and the livelihoods of its employees. In the meantime, the Receiver will be operating the Marra Restaurants in a "business as usual" manner and your Marra Restaurants contact persons will not change. The Receiver appreciates understanding and thanks you in advance for your cooperation during this temporary period in the Marra Restaurants business operations.

Please contact me at sdelsesto@shslawfirm.com should you have any further questions or concerns. Thank you for your anticipated assistance during this receivership period.

Very truly yours,



Stephen F. Del Sesto, Esq.
Counsel to the Receiver for Marra Restaurants

Enclosures

332 Newbury Street
Boston, MA 02115
617.267.7000
617.267.7011

1080 Main Street
Pawtucket, RI 02860
401.272.1400
401.272.1403

One North Broadway, Suite 1004
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914.946.1888
914.946.1822

www.shslawfirm.com

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