

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (800) 826-5256 UCC Division
B. E-MAIL CONTACT AT FILER (optional) ucc@ncscredit.com RI SOS
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> NCS UCC Services Group PO Box 24101 Cleveland, OH 44124 USA (800) 826-5256 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Restaurant Associates of Providence LLC I				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 100 Weybosset St.		CITY Providence	STATE RI	POSTAL CODE 02903
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Sysco Boston, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 99 Spring Street		CITY Plympton	STATE MA	POSTAL CODE 02367
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See attached Quote for the equipment & collateral description.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: UCC# U157804 Ref# 084244	



5/15/2014

3662

Quote

To: Providence G - Steelite (Roof Deck)

ACCT. # 084244

From: Sysco-Boston, LLC
Craig Newton
Equipment Specialist
99 Spring St.
Plympton, MA 02367
Phone: (781) 422-2411
Toll Free: (800) 877-1166
Fax: (877) 417-5311
newton.craig@boston.sysco.com

Item	Qty	Description	Sell Each	Sell Total
5	10 dz	PLATE, CHINA Steelite Model No. 11070565 Packed: dozen Plate, 11-3/4" dia., round, coupe, vitrified china, Performance, Taste (minimum = case quantity) 11.75(w) Weight: 270 lbs. total Extended Total for Item No. 5:		
6	8 dz	CHINA, BOWL, 17 - 32 OZ Steelite Model No. 9001C251 Packed: dozen Bowl, 17 oz., 5-1/4" dia., round, Distinction, Monaco (minimum = case quantity) 5.25(w) Weight: 72 lbs. total Extended Total for Item No. 6:		
7	18 cs	PLATE, CHINA Steelite Model No. 9001C092 Packed: 2 dozen Plate, 8" dia., round, coupe, Distinction, Contour, , Monaco White (minimum = case quantity) 8(w) Weight: 378 lbs. total Extended Total for Item No. 7:		
8	10 dz	TRAY, CHINA Steelite Model No. 6940E649 Packed: dozen Tray, 14" x 6", oval, coupe, porcelain, Vanick Alpha-Ceram (minimum = case quantity) 14(w) x 6(d) Weight: 150 lbs. total Extended Total for Item No. 8:		

5/15/2014

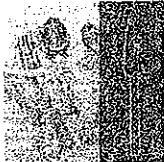
3662

Providence G - Steelite (Roof Deck)


Item	Qty	Description	Sell Each	Sell Total
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9	6	dz CHINA, BOWL, 33 - 64 OZ Syracuse China Model No. 911194473 Packed: dozen Pasta/Soup Bowl, 10", 42 oz., coupe. Reflections™ Arch pattern, Aluma White™ body		
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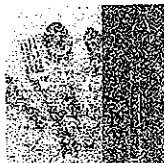
Weight: 162 lbs. total
Extended Total for Item No. 9:

10	12	dz DINNER KNIFE  Steelite Model No. 5301S042 Packed: dozen Table Knife, 9-1/4", heavy solid handle, 18/10 stainless steel, WNK, Chatsworth (minimum = case quantity)		
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Weight: 48 lbs. total
Extended Total for Item No. 10:

11	12	dz DINNER FORK  Steelite Model No. 5301S021 Packed: dozen Table Fork, 8", 18/10 stainless steel, WNK, Chatsworth (minimum = case quantity)		
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Weight: 36 lbs. total
Extended Total for Item No. 11:

12	12	dz DESSERT SPOON  Steelite Model No. 5301S003 Packed: dozen Dessert/Soup Spoon, 7-1/2", oval bowl, 18/10 stainless steel, WNK, Chatsworth (minimum = case quantity)		
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Weight: 24 lbs. total
Extended Total for Item No. 12:

13	6	ea FRY PAN  Lodge Manufacturing Company Model No. CRS8 Packed: 3 pieces Seasoned Skillet, 8", high heat, (3) steel rivets on handle, 12 gauge carbon steel		
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Weight: 16.002 lbs. total
Extended Total for Item No. 13:

14	6	ea FRY PAN  Lodge Manufacturing Company Model No. CRS10 Packed: 3 pieces Seasoned Skillet, 10", high heat, (3) steel rivets on handle, 12 gauge carbon steel		
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5/15/2014

3662

Providence G - Steelite (Roof Deck)

--- Security Agreement ---

To secure payment and performance of all obligations, Customer (identified above) hereby grants Creditor (identified above) a continuing security interest in all inventory, equipment, and goods manufactured by or distributed by Creditor, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Customer by Creditor, wherever located, now owned and hereafter acquired including but not limited to all equipment described within this Agreement; and all replacement parts, accessories and supplies including repossessions and returns; and all proceeds from the sale, lease or rental thereof; and all existing or subsequently arising accounts and accounts receivables, goods, instruments, chattel paper, general intangibles and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Creditor's security interest is explicitly limited to outstanding obligations between Creditor and Customer. Customer will maintain the Collateral in original condition but for the ordinary wear and tear, and will insure the Collateral against all expected risks. Customer will not subject the Collateral to any adverse encumbrance or lien, or sale or other transfer other than as approved in writing by Creditor including through this Agreement. If Customer fails to timely make any payment, Creditor may repossess and remove any Collateral from Customer with or without Notice. Customer will not locate the Collateral at any location other than as known to Creditor. Customer will promptly advise Creditor of any change of Customer's name or business nature, location, and business openings and closings. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Creditor, Customer's noncompliance with any obligation of this Agreement, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Creditor and Customer. In the event of default, Creditor may declare all unpaid balances due and payable and/or may require Customer to assemble the Collateral and make it available to allow Creditor to take possession or dispose of the collateral. Customer authorizes Creditor to file a financing statement describing the Collateral and grants Creditor a limited Power of Attorney to sign any forms/document deemed necessary by Creditor to protect Creditor's interest. By signature on this document, Customer's representative represents and warrants that he/she has the authority to bind Customer as set forth herein.

DATE: 5/22/14

BY: [Signature]
Authorized Customer Signature

BY: BRENDAN P. MORAN
(print name)

Salesperson Signature SYSCO Corp.