

**SCHEDULE 6
TO
MASTER DISTRIBUTION AGREEMENT**

Form of Participation Agreement

PARTICIPATION AGREEMENT

This Participation Agreement is entered into as of the ____ day of _____, 20____, by and between the undersigned ("**Customer**"), as owner or operator of certain establishments (the "**Customer Locations**") and Sysco _____, [Inc.] [LLC] (the "**Distributor**") on behalf of Sysco Corporation and certain of its operating subsidiaries and affiliated companies (individually, an "**Operating Company**" and collectively, "**Operating Companies**," which includes Distributor), which together with Sysco Corporation, are referred to collectively as "**Sysco**." Sysco is approved to provide distribution services to Customer, as a franchisee or member of a group purchasing organization with, or a company that obtains procurement services through _____ or any of its affiliates (the "**Master Organization**") pursuant to that certain Master Distribution Agreement entered into between Sysco and the Master Organization (the "**MDA**"). All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them under the MDA.

In consideration of the premises and the mutual covenants, the sufficiency of which is acknowledged by them, the Customer and Operating Company agree as follows:

Agreement

1. Binding Nature of the MDA. By his/her/its signature below, Customer specifically acknowledges and agrees: (i) Sysco's distribution of Products to Customer Locations will be pursuant to the MDA between Sysco and Master Organization, as such arrangement may be modified by any location specific terms set forth in Exhibit A attached hereto ("**Location Specific Terms**"); (ii) the sell price of Products distributed to the Customer Locations and set forth in the order entry system provided by Sysco is the result of negotiation between the Master Organization and Sysco; and (iii) to be bound by any adjustments in the pricing terms permitted under the MDA and/or negotiated and agreed to by the Master Organization.

2. Credit Terms. Credit terms are established in the separate Credit Application executed and submitted by Customer to Distributor.

3. Financial Reports. The continuing creditworthiness of Customer is of central importance to Distributor and Sysco. In order to enable Distributor to monitor Customer's financial condition, Customer will, if requested by Distributor, supply quarterly and annual financial statements to Distributor consisting of an income statement, balance sheet and statement of cash flow. Distributor may request and Customer will provide such further financial information from time to time, sufficient, in Distributor's judgment, to enable it to accurately assess Customer's financial condition.

4. Termination/Delivery Stoppage.

a. This Agreement may be terminated: (i) by Distributor, upon the termination of the MDA, or by reason of the circumstances permitting termination of the MDA, even if not exercised, by Sysco; (ii) by Distributor, upon the direction of the Master Organization; (iii) by either party, upon the termination of the agreement between Customer and Master Organization that establishes the terms under which Customer purchases Products through the Master Organization; (iv) by Distributor, immediately upon written notice to Customer if Customer's financial position deteriorates materially, as determined by Distributor in its sole judgment, or Sysco becomes aware of any circumstances that, in Distributor's sole judgment, materially impacts Customer's ability to meet its financial obligations under this Agreement; or (v) by either party, upon one hundred eighty (180) days' prior written notice to the other party for failure of the other party to comply with any material provision of this Agreement, unless, with respect to not more than one such failure, such failure is cured within such one hundred eighty (180)-day period. Absent such earlier termination, this Agreement shall remain in full force and effect until the expiration of the MDA.

b. In the event Customer fails to pay for any Products delivered to any Customer Locations within the approved payment terms established pursuant to this Agreement or the Credit Application, Distributor, immediately upon written notice to Customer, shall be entitled to withhold any future deliveries of Products to the Customer Locations until Distributor receives payment in full of the Sell Price with respect to such Products and any finance or late charges permitted under the Customer's Credit Application. In addition, in the event that Customer fails to timely pay for Products delivered to any of the Customer Locations, Distributor may condition future deliveries of Products to the Customer Locations upon more stringent credit and/or payment terms, such as, without limitation, shortened payment periods, cash on delivery, cash in advance, the receipt of satisfactory guaranties that guaranty payment to Distributor for such Products, and/or the pledging of collateral to secure such payments.

5. Release. Customer agrees that Distributor's ability to perform distribution services for Customer under this Agreement is expressly contingent upon the Master Organization's approval for it to do so. Accordingly, **Customer hereby releases Distributor, Sysco, Affiliates, and each of their respective officers, employees, and directors from any and all losses, damages, or claims ("Claims") that Customer may have or suffer as a result of (i) Sysco's discontinuance of services, in whole or in part, to Customer as a result of notice or instructions from the Master Organization to cease such services or the termination of the MDA and (ii) Sysco's sharing of information with the Master Organization concerning purchases by Customer, Customer's accounts receivable with Sysco, and other similar matters relating to Sysco's relationship with Customer relating to the MDA. Customer further releases Distributor, Sysco and their Affiliates from any Claims arising from Sysco's payment of allowances or other compensation to the Master Organization or its designee, based, in whole or in part, upon sales of Product to Customer.** Customer specifically consents to disclosure of the information described in clause (ii).

6. Warranties.

a. Sysco warrants that all Products other than Products which Master Organization has entered into arrangements with the supplier of such Products concerning the purchase of such Products by Master Organization and its members/franchisees ("**Customer Directed Products**"), as of the time of delivery to Customer, (i) will meet the specifications for such Product contained within Sysco's order guide and other written specifications for such Product provided by Sysco, (ii) subject to the statutory trust imposed by the Perishable Agricultural Commodities Act, will be free and clear of any adverse lien or security interest, and (iii) to the extent the Product is subject to the Federal Food, Drug and Cosmetic Act, as amended from time to time (the "**FDC Act**"), will not be adulterated or misbranded within the meaning of the FDC Act. Sysco warrants that, subject to the statutory trust imposed by the Perishable Agricultural Commodities Act, all Customer Directed Products will be free and clear of any adverse lien or security interest. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION IN ADDITION TO OR IN CONFLICT WITH THE WARRANTIES SET FORTH IN THIS SECTION 6.

b. Except as expressly provided herein, SYSCO MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM.

c. In no event shall either Sysco or Customer be liable FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT (INCLUDING WITHOUT LIMITATION, LOST PROFITS AND LOST ENTERPRISE VALUE) INCURRED BY THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF IT IS ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, except for losses arising from third party claims that are subject to the indemnification obligations described in the MDA or losses suffered by a party as a result of the breach by the other party and/or its affiliates, employees, officers, or directors, of the confidentiality provisions set forth in this Participation Agreement.

7. Waiver of Jury Trial. Customer affirmatively waives its right to jury trial with respect to any disputes, claims or controversies of any kind whatsoever under this Agreement or the MDA.

Effective as of the date first above written.

CUSTOMER

DISTRIBUTOR

Sysco _____, [Inc.] [LLC]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Customer Account Application

Sysco Corporate
1390 Enclave Parkway
Houston, TX 77077

So we deliver accurate orders, on time, to the right person, at the right place...

So we understand your company's history...

So the products and services we offer fit your needs exactly...

So we're familiar with your professional support people...

So we understand your company's personality in the marketplace...

MARKETING ASSOCIATES NAME & CODE: _____

WE'D LIKE YOUR BILLING AND SHIPPING ADDRESSES:

DATE _____

SHIPPING ADDRESS:

BILLING ADDRESS:

DBA TRADE NAME _____

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME) _____

ADDRESS _____

ADDRESS _____

CITY, STATE, ZIP+4 _____

CITY, STATE, ZIP+4 _____

PHONE NUMBER _____

ACCOUNTS PAYABLE CONTACT AND PHONE NUMBER _____

FEDERAL TAX ID _____

A/P FAX NUMBER _____ A/P EMAIL ADDRESS _____

SHOULD YOU HAVE MULTIPLE UNITS PLEASE ATTACH A COMPLETE LIST

METHOD OF STATEMENT DELIVERY MAIL _____ EMAIL _____ FAX _____

TELL US THE FACTS ABOUT YOUR BUSINESS:

PROPRIETORSHIP PARTNERSHIP LIMITED PARTNERSHIP CORPORATION (State incorporated in _____) LIMITED LIABILITY COMPANY NON-PROFIT

NEW OWNER? YES NO PURCHASE DATE _____ LENGTH OF PRESENT OWNERSHIP _____

NEW BUSINESS? YES NO LENGTH OF TIME IN BUSINESS _____ LENGTH OF PRESENT OWNERSHIP _____

BUILDING/FACILITIES: OWNED LEASED OWNER'S NAME _____

ARE THE APPLICANT(S) PARTY TO ANY PENDING LITIGATION? YES NO

HAVE YOU EVER DONE BUSINESS OR DO YOU HAVE EXISTING ACCOUNTS WITH ANY SYSCO ENTITY? YES NO

PROVIDE THE FOLLOWING INFORMATION FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS OR CORPORATE OFFICERS:

NAME AND TITLE _____ NAME AND TITLE _____ NAME AND TITLE _____

HOME ADDRESS _____ HOME ADDRESS _____ HOME ADDRESS _____

CITY, STATE, ZIP _____ CITY, STATE, ZIP _____ CITY, STATE, ZIP _____

HOME PHONE NO. _____ HOME PHONE NO. _____ HOME PHONE NO. _____

SOCIAL SECURITY NO. %OWNERSHIP _____ SOCIAL SECURITY NO. %OWNERSHIP _____ SOCIAL SECURITY NO. %OWNERSHIP _____

DRIVER'S LICENSE NO. STATE _____ DRIVER'S LICENSE NO. STATE _____ DRIVER'S LICENSE NO. STATE _____

TELL US ABOUT YOUR OPERATION:

TYPE OF BUSINESS: RESTAURANT/FINE DINING FAST FOOD FAMILY MOTEL/HOTEL CAPACITY _____ INSTITUTIONAL

HOSPITAL NURSING HOME NUMBER OF BEDS _____ OTHER (please specify) _____

CUISINE _____

GENERAL INFORMATION: WEEKLY PURCHASES \$ _____ MONTHLY SALES VOLUME \$ _____ NO. OF EMPLOYEES _____

Customer estimates are not binding upon Sysco and shall not limit liability for goods or services received.

AUTOMATIC PAYMENT IS AVAILABLE: WOULD YOU LIKE MORE INFORMATION? YES NO

FILL US IN ON WHO YOUR BANKER IS:

BANK NAME _____ ADDRESS _____ CITY, STATE, ZIP _____

LOAN OFFICER/CONTACT PERSON _____ PHONE NO. _____

CHECKING (ACCOUNT NO.) BALANCE _____ LOANS (ACCOUNT NO.) BALANCE _____

GIVE US A FEW REFERENCES, FOOD DISTRIBUTORS PREFERRED:

BUSINESS NAME _____ BUSINESS NAME _____ BUSINESS NAME _____

STREET ADDRESS _____ STREET ADDRESS _____ STREET ADDRESS _____

CITY, STATE, ZIP _____ CITY, STATE, ZIP _____ CITY, STATE, ZIP _____

PHONE NO. _____ PHONE NO. _____ PHONE NO. _____

ACCOUNT NUMBER _____ ACCOUNT NUMBER _____ ACCOUNT NUMBER _____

Signed this _____ day of _____, 20____ by: _____ Authorized Officer's Printed Name _____ Authorized Officer's Title _____

Authorized Officer's Signature _____ (This credit application is to be signed by customer's authorized party and not by any sales representative)

TERMS, CONDITIONS & SECURITY AGREEMENT

1. **Purpose and parties.** This document is your credit application with Sysco, and if your application is approved, your credit agreement with Sysco (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). "Sysco" means, separately and collectively, Sysco Corporation, The SYGMA Network Inc., FreshPoint, Inc., and their respective operating subsidiaries and affiliates. You may obtain a complete list of these companies from Sysco's credit department. The term Sysco in context therefore means one or more Sysco companies that provide goods, services, credit, or financial accommodations, to Customer from time to time. "Customer" means applicant. This application is not binding upon Sysco unless approved by Sysco in writing. Even if approved, Sysco in its sole discretion may terminate Customer's credit privileges under this Credit Agreement at any time without prior notice to Customer, except as otherwise provided by law.
2. **Scope of agreement.** This Credit Agreement applies to all of Customer's purchases of goods and services from Sysco. This agreement consists of these terms and conditions and any distribution agreements, invoices or other Sysco documents approved by Sysco in writing to evidence Customer's obligations to Sysco, all of which are incorporated in this Credit Agreement by reference. Except as to quantity of goods ordered, Customer agrees that Sysco is not subject to any terms and conditions set forth in any purchase order, confirmation or other communication from Customer that would supplement or vary this Credit Agreement. If Customer owns a franchise issued by a franchisor or is a member of a group purchasing organization and is purchasing under an agreement (the "Master Agreement") between Sysco and such franchisor or group purchasing organization (as applicable, the "Master Organization"), Customer agrees to abide by all obligations and limitations imposed upon participating purchasers under the Master Agreement. Customer further agrees that Sysco shall not be responsible for, and Customer hereby releases Sysco from, all loss, damage or liability arising out of Sysco's compliance with the Master Agreement or any directive or suggestion of the Master Organization including, without limitation, a directive or suggestion by the Master Organization requiring or suggesting that Sysco cease further sales to Customer pursuant to the Master Agreement or further sales of the Master Organization's proprietary product.
3. **Payment and performance.** Payment is due at the physical location of the Sysco company that provided this credit application, or at such other address as Sysco may designate in writing from time to time. If Customer does not pay or perform on time, all amounts owed, less any unearned charges, become immediately due and payable in full. Subject to any legal limits, Customer agrees to pay: (a) interest of the lesser of (i) 1.5% per month and (ii) the highest non-usurious rate permitted by applicable law on past due amounts from date due until paid; which rate shall apply to post judgment interest also; (b) all costs of collection (e.g., attorneys' fees and expenses); and (c) a \$25 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law. In each instance, all charges and fees, and Sysco's rights and remedies, are subject to and automatically constrained by applicable law.
4. **Governing law; forum for disputes.** The parties choose the laws of the state of Texas to govern all aspects of this credit application and agreement and all transactions and disputes by and between the parties, without regard to any conflicts of law provisions of Texas. The parties agree to designate the federal and state courts of Texas as the exclusive place of venue and jurisdiction for any dispute between them; and Customer waives any right Customer may have to transfer or change venue regarding Customer's obligations to Sysco under this credit application.
5. **Special orders.** If Customer ceases doing business with Sysco for any reason, Customer must immediately purchase from Sysco any remaining proprietary or special order items in Sysco's inventory obtained or held for Customer.
6. **Prompt notice of any nonconforming items.** Customer agrees that Sysco is not responsible for any product nonconformity as to quantity, quality or price, unless noted on the original delivery receipt at the time of delivery, or unless Sysco is specifically notified in writing the nonconformity within three (3) days of delivery by certified mail return receipt requested.
7. **Credit approvals; no assignments.** Sysco may establish a credit limit for Customer's account. Customer agrees that Sysco in its sole discretion may increase, decrease or terminate credit at any time. Customer may not assign any rights or benefits under this Credit Agreement without Sysco's prior written consent, which consent may be withheld in Sysco's sole discretion. If Customer is a corporation or other entity, a transfer or assignment of a majority of the equity interest in Customer is considered an assignment within the meaning of this provision.
8. **Payment Terms.** Sysco in its sole discretion may establish or determine payment terms with Customer or any related customer. Sysco reserves the right to modify payment terms for Customer or any related customer if, in Sysco's sole discretion, Sysco becomes aware of circumstances that may materially and adversely impact such entity's ability to meet its financial obligations when due. These rights to modify payment terms are not deemed to be a modification of the Terms and Conditions of this Credit Agreement for credit and are in addition to the rights described in any of Sysco's credit, return and collection policies that may have been provided to Customer.
9. **Credit reports and credit information.** Sysco is relying upon the information provided by Customer as inducement to extend credit to Customer. Customer understands this and certifies to Sysco that all information Customer has provided, or provides in the future, is true, complete, and not misleading, in each and every respect. Customer authorizes Sysco to investigate Customer's credit and business affairs. Upon Customer's request, Sysco will inform Customer if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report. Customer agrees to notify Sysco in writing by certified mail return receipt requested of any material changes in Customer's financial condition or business affairs, including, without limitation, any changes in financial information or condition, ownership, addresses, business locations, telephone, contact information, and other matters.
10. **Security Agreement.** In the event this application is approved, as collateral security for the prompt and complete payment and performance of all of Customer's present or future indebtedness, obligations and liabilities to Sysco (the "Obligations"), Customer hereby grants to Sysco a continuing security interest in, and mortgage to, to the following (the "Collateral"): all (i) goods, including, without limitation, all goods now or hereafter delivered on credit to Customer pursuant to this Credit Agreement, and more fully described on invoices issued to Customer by Sysco, (ii) inventory, (iii) equipment; (iv) instruments, (v) chattel paper, (vi) documents, (vii) accounts, (viii) accounts receivable, (ix) general intangibles, (x) deposit accounts, (xi) investment property, (xii) payment intangibles in which Customer now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto, and (xiii) intellectual property.
11. **Financing Statements.** Customer hereby irrevocably authorizes Sysco at any time, and from time to time, to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction any initial financing statements describing the Collateral as all assets of Customer or language of similar effect and any continuation statements or amendments thereto. Customer also ratifies its authorization for Sysco to have filed in any UCC jurisdiction, any like initial financing statements, or continuation statements, or amendments, if filed before the date of this Credit Agreement.
12. **Events of default.** Each of the following constitutes an "Event of Default": (a) not paying or performing all or any part of the Obligations when due; (b) any representation or warranty made or deemed made by Customer, or any guarantor of the Obligations (each a "Guarantor" and together with Customer, the "Obligated Parties"), in this Credit Agreement or in any related document shall be false, misleading, or erroneous in any material respect when made or deemed to have been made; (c) any Obligated Party shall suspend or discontinue its business operations, or shall generally fail to pay its debts as they mature, or shall file a petition commencing a voluntary case concerning any Obligated Party under any chapter of the United States Bankruptcy Code; or any involuntary case shall be commenced against any Obligated Party under the United States Bankruptcy Code; or any Obligated Party shall become insolvent (howsoever such insolvency may be evidenced); (d) Any Obligated Party, shall fail to pay when due any principal or interest on any debt (other than the Obligations), or the maturity of any such debt shall have been accelerated, or any event shall have occurred that permits any holder of such debt to accelerate the maturity thereof; (e) this Credit Agreement or any related documents shall cease to be in full force and effect or enforceability thereof shall be contested by any Obligated Party or any Obligated Party shall deny that it has any further liability under this Credit Agreement or any related documents, or any lien created by this Credit Agreement shall for any reason cease to be a valid, first priority perfected lien upon any of the collateral purported to be covered thereby; or [(f) the death or incapacity of any Guarantor]. Upon an Event of Default, Sysco may without notice terminate Customer's credit privileges under this Credit Agreement or declare the Obligations or any part thereof to be immediately due and payable, or both, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Customer; provided, however, that upon the occurrence of an Event of Default under clause (c) above, the Customer's credit privileges shall automatically terminate, and the Obligations shall become immediately due and payable, in each case without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Customer. In addition to the foregoing, if any Event of Default shall occur and be continuing, Sysco may exercise all rights and remedies available to it in law or in equity, including, all the remedies of a secured party under the UCC, under this Credit Agreement, or otherwise. Reasonable notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Customer at the address provided in this application and to any other person entitled to notice under the UCC; provided that, if any of the Collateral threatens to decline speedily in value or is of the type customarily sold on a recognized market, Sysco may sell or otherwise dispose of the Collateral without notification, advertisement, or other notice of any kind. It is agreed that notice sent or given not less than five (5) business days prior to the taking of the action to which the notice relates is reasonable notification.
13. **Severability.** Each and every provision of the Agreement is severable from any and all other provisions of this Agreement. In the event that any provision of this Agreement is held to be invalid, the other provisions shall continue in full force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.
14. **Other provisions.** This Agreement is binding upon Sysco and Customer and their respective heirs, successors, assigns, representatives and survivors and shall inure to the benefit of Sysco, its successors and assigns. I (We) certify that this request is for the extension of credit for business purposes only and is not intended for the extension of credit for personal, family or household purposes. Any modification to this agreement must be in writing and signed by Sysco's credit manager.
15. **Notice to Sysco.** Any notices that Customer provides to Sysco regarding this Credit Agreement must be in writing and directed to the attention of Sysco's credit department manager at the company and address specified below:

Sysco Corporate
1390 Enclave Parkway
Houston, TX 77077

Notice for non-trade customers only. This notice is for applicants who have not requested trade credit from Sysco. If this application is not fully approved or if any other adverse action is taken, the applicant has the right to request a statement of specific reasons for such action within 60 days of Sysco's notification of such adverse action. Sysco must then provide the statement within 30 days of applicant's request. An applicant's request for a statement of specific reasons should be directed to: Sysco Credit Department, 1390 Enclave Parkway, Houston, TX 77077. 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, Equal Credit Opportunity, Washington, D.C. 20580.

ACCEPTANCE OF THIS APPLICATION DOES NOT INDICATE AN OFFER OF TERMS.
THE PERSON EXECUTING THIS AGREEMENT HAS AUTHORITY TO BIND THE CUSTOMER AND IS AUTHORIZED BY THE CUSTOMER TO ENTER INTO THE CREDIT APPLICATION TERMS AND CONDITIONS.

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME):	DBA NAME (SHIP TO NAME)
BY AUTHORIZED AGENT: (PRINTED NAME & TITLE)	SIGNATURE
	DATE

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Sysco to obtain a consumer credit report from time to time on the undersigned individual(s) through credit and consumer reporting agencies or other sources, in order to further evaluate the creditworthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to the Applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C.1681, ET SEQ., as amended from time to time.

PRINT NAME	SIGNATURE	DATE
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For Sysco's use only
Notwithstanding the signature below of a sales representative, evidencing only the optional review of the foregoing, the credit department of Sysco shall in no way be bound thereby to act upon this application or extend credit to the Applicant.

SALES REPRESENTATIVE NAME	SIGNATURE	DATE
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Good things
come from
Sysco[®]

INDIVIDUAL PERSONAL GUARANTY

1. Purpose and parties. In this guaranty, Sysco has the same meaning set forth in Sysco's Terms and Conditions above (as the same may be renewed, extended, amended or restated from time to time, the "Credit Agreement"). In this Guaranty "Customer" means the Individual or Business Entity Applicant set forth immediately above the signature blocks hereto. "Guarantor" means each signing below, who, by executing this guaranty, represents that he has a personal financial interest in Customer and reasonably anticipates receiving a direct or indirect benefit from any credit provided by Sysco to Customer from time to time. To induce Sysco to enter into the Credit Agreement and for value received, Guarantor personally guarantees the prompt and punctual payment and performance when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, of any and all of Customer's obligations, indebtedness and liabilities of every kind, nature and character, direct or indirect, liquidated or unliquidated, and whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise to Sysco at any time created or arising, whether matured or contingent, including, without limitation, all liabilities under the Credit Agreement (including all renewals, extensions, amendments, refinancings and other modifications thereof and all costs, attorneys fees and expenses incurred by Sysco in connection with the collection or enforcement thereof, and including all interest that accrues upon such liabilities and obligations, including interest as set forth in Section 3 of the Credit Agreement and interest that accrues after the commencement by or against Customer of any proceeding under any applicable debtor relief laws) (the "Guaranteed Obligations"). This is an absolute, irrevocable, unconditional and continuing guaranty of payment, not a guaranty of collection, and Sysco may enforce Guarantor's obligations hereunder without first suing, or enforcing its rights and remedies against Customer or any other obligor or collecting any present or future collateral security for the Guaranteed Obligations.

2. Notices. Any notices that Guarantor provides to Sysco must be in writing and directed to the attention of Sysco's credit manager at the address specified in the Credit Agreement.

3. Waivers and agreements. Guarantor waives (a) except as expressly required hereby, promptness, diligence, notice of any default under the Guaranteed Obligations, notice of acceleration or intent to accelerate, demand for payment, notice of acceptance of this guaranty, presentment, notice of protest, notice of dishonor, notice of sales to Customer or the incurring by Customer of additional indebtedness, notice of any suit or other action by Sysco against Customer or any other person, any notice to any party liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this guaranty; (b) any right to revoke this guaranty with respect to future indebtedness; (c) any right to require Sysco to do any of the following before Guarantor is obligated to pay the Guaranteed Obligations or before any Beneficiary may proceed against Guarantor: (i) sue or exhaust remedies against Customer and other guarantors or obligors, (ii) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust all other remedies, or (iii) enforce rights against Customer's assets or any collateral pledged by Customer to secure the Guaranteed Obligations; (d) any right relating to the timing, manner, or conduct of Sysco's enforcement of rights against Customer's assets or the collateral pledged by Customer to secure the Guaranteed Obligations; (e) if Guarantor and Customer (or a third-party) have each pledged assets to secure the Guaranteed Obligations, any right to require Sysco to proceed first against the other collateral before proceeding against collateral pledged by Guarantor; (f) (i) any principles or provisions of law, statutory, or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof, and (iii) any requirement that Sysco protect, secure, perfect or insure any security interest or lien or any property subject thereto; (g) if applicable, each of the foregoing rights or defenses regardless whether they arise under (i) Section 43.001-005 of the Tex. Civ. Prac. & Rem. Code, as amended (ii) Section 17.001 of the Texas Civil Practice and Remedies Code, as amended, (iii) Rule 31 of the Texas Rules of Civil Procedure, as amended, or (iv) common law, in equity, under contract, by statute, or otherwise; and (h) if applicable, any and all rights under Sections 51.003, 51.004 and 51.005 of the Texas Property Code, as amended.

4. Obligations Not to be Diminished. Guarantor further agrees that its obligations under this guaranty shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Obligations or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Obligations; (b) any partial release of the liability of Customer, Guarantor or any other obligor, or the full or partial release of Customer or any other guarantor or obligor from liability for any or all of the Guaranteed Obligations; (c) any disability of Customer, or the dissolution, insolvency, or bankruptcy of Customer,

or any other guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Obligations; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Obligations or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Sysco to Customer, Guarantor, or any other party ever liable for any or all of the Guaranteed Obligations; (f) any neglect, delay, omission, failure, or refusal of Sysco to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (g) the unenforceability or invalidity of any or all of the Guaranteed Obligations or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (h) any payment by Customer or any other party to Sysco is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Sysco is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Obligations; (j) the non-perfection of any security interest or lien securing any or all of the Guaranteed Obligations; (k) any impairment of any collateral securing any or all of the Guaranteed Obligations; (l) the failure of Sysco to sell any collateral securing any or all of the Guaranteed Obligations in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate existence, structure, or ownership of Customer; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Customer or Guarantor.

5. Subrogation. Until the Guaranteed Obligations have been paid, in full, Guarantor hereby covenants and agrees that it shall not assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights, remedies or liens of Sysco or any other beneficiary against Customer or its affiliates or any other guarantor of the Guaranteed Obligations or any collateral or other security, or (b) unless such rights are expressly made subordinate to the Guaranteed Obligations (in form and upon terms acceptable to Sysco) and the rights or remedies of Sysco under this guaranty and the Credit Agreement, any right of recourse, reimbursement, contribution, indemnification, or similar right against Customer or its affiliates or any other guarantor of all or any part of the Guaranteed Obligations.

6. Termination. This guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations. No termination of this guaranty shall be affected by the death of Guarantor. This guaranty shall be effective regardless of any subsequent incorporation, reorganization, merger or consolidation of the Customer, change of partners, change of name or any other change in the composition, nature, personnel or location of Customer whatsoever.

7. Consent to Sysco's Acts. Guarantor agrees that Sysco may, at any time and from time to time, and without notice to Guarantor, make any agreement with Customer or with any other person or entity liable on any of the Guaranteed Obligations, for the extension, renewal, payment, compromise, discharge or release of the Guaranteed Obligations (in whole or in part), or for any modification or amendment of the terms thereof or of any instrument or agreement evidencing the Guaranteed Obligations, all without in any way impairing, releasing, discharging or otherwise affecting the obligations of Guarantor under this guaranty. Further, Guarantor consents to the taking of, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under this guaranty or which, but for this provision, might operate as a discharge of Guarantor.

8. Insolvency of Customer. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any portion of the Guaranteed Obligations is revoked, terminated, rescinded or reduced or most otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of Customer or any other person or entity or otherwise, as if such payment had not been made and whether or not Sysco is in possession of or has released this guaranty and regardless of any prior revocation, rescission, termination or reduction.

9. Financial Condition of Guarantor. The liability of Guarantor hereunder shall, at the option of Sysco, without notice, become immediately fixed and enforceable for the full amount thereof, whether then due or not due, as though all of the Guaranteed Obligations had become past due in the event that Guarantor shall make an assignment for the benefit of his/her creditors or a composition with creditors, shall be unable or admit in writing his/her inability to pay, or shall generally fail to pay, his/her debts as they mature, shall file a petition commencing a voluntary case concerning Guarantor under any chapter of Title 11 of the United States Code entitled "Bankruptcy"; or an involuntary case shall be commenced against Guarantor under any such chapter and relief is ordered against him or the petition is controverted but is not dismissed within sixty (60) days after the commencement of such case. In the event that Guarantor should breach or fail to timely perform any provisions of this guaranty, Guarantor shall, immediately upon demand by Sysco, pay Sysco all costs and expenses (including court costs and

reasonable attorneys' fees) incurred by Sysco in the enforcement hereof or the preservation of Sysco's rights hereunder. The covenant contained in this Paragraph 9 shall survive the payment of the Guaranteed Obligations.

10. Credit information. Guarantor authorizes Sysco to investigate Guarantor's credit and business affairs. Guarantor agrees that Sysco may request consumer reports and other available credit reports about Guarantor in connection with this application, when Sysco is reviewing, updating or collecting credit from the Customer or Guarantor in the future, and as otherwise permitted by applicable law. Upon Guarantor's request, Sysco will inform Guarantor if a consumer report was requested and the name and address of any reporting agency that furnished any such consumer report.

11. Payment and performance. Payment is due at the physical location of Sysco specified in the Credit Agreement or at such other address as Sysco may designate in writing from time to time. In each instance, Sysco's rights and remedies under this guaranty, and amounts collected hereunder, are subject to and automatically constrained by applicable law.

12. No Waiver. No failure by Sysco to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right. The unenforceability or invalidity of any provision of this guaranty shall not affect the enforceability or validity of any other provision herein.

13. Condition of Customer. Guarantor acknowledges and agrees that he/she has the sole responsibility for, and has adequate means of, obtaining from Customer such information concerning the financial condition, business and operations of Customer as Guarantor requires, and that Sysco has no duty, and Guarantor is not relying on Sysco at any time, to disclose to Guarantor any information relating to the business, operations or financial condition of Customer. Guarantor represents and warrants as follows: (a) Guarantor has the power and authority and legal right to execute, deliver, and perform its obligations under this guaranty and this guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to the enforcement of creditor's rights, (b) Guarantor has received or will receive direct or indirect benefit from the making of this Guaranty and the creation of the Guaranteed Obligations, (c) the value of the consideration received and to be received by Guarantor hereunder is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, (d) that Sysco has made no representations to Guarantor in order to induce Guarantor to execute this guaranty, (e) the execution, delivery, and performance by Guarantor of this guaranty do not and will not violate or conflict with any law, rule, or regulation or any order, writ, injunction, or decree of any court, governmental authority or agency, or arbitrator and do not and will not conflict with, result in a breach of, or constitute a default under, or result in the imposition of any lien upon any assets of Guarantor pursuant to the provisions of any indenture, mortgage, deed of trust, security agreement, franchise, permit, license, or other instrument or agreement to which Guarantor or its properties are bound, and (f) no authorization, approval, or consent of, and no filing or registration with, any court, governmental authority, or third party is necessary for the execution, delivery, or performance by Guarantor of this guaranty or the validity or enforceability thereof.

14. Governing law; forum for disputes. The parties choose the law of the state specified in the Credit Agreement to govern all aspects of this guaranty and all transactions between them, without regard to the conflicts of law provisions of that state. They designate the federal and state courts of that state as the exclusive place of venue and jurisdiction for any dispute between them; and Guarantor waives any right they may have to transfer or change venue regarding Guarantor's obligations to Sysco.

15. Other provisions. This guaranty is binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and inures to the benefit of Sysco. This guaranty may be assigned by Sysco without notice to Guarantor. If this guaranty is executed by more than one person, each person's obligations as a Guarantor hereunder shall be joint and several and all references to the singular are considered to include the plural.

16. Amendments. No provision of this guaranty may be waived, amended, supplemented or modified, except by a written instrument executed by Sysco and Guarantor making specific reference to the change to be made, and any attempted waiver, amendment, supplement or modification hereof, except by such a written instrument, shall be deemed null and void and of no effect.

17. WAIVER OF JURY TRIAL; FINAL AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTOR AND SYSCO EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS GUARANTY. THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

LEGAL NAME OF COMPANY (CORPORATE, PARTNERSHIP OR PROPRIETORSHIP NAME):

DBA NAME (SHIP TO NAME)

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

PRINT NAME OF SYSCO SALESPERSON WITNESSING THIS DOCUMENT

SIGNATURE

DATE

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

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

GUARANTY

We, _____ (“Guarantor”), for and in consideration of your extending credit at our request to: **[see attached Schedule A]** (collectively, the “Company”), guarantees prompt payment of any principal, interest, attorneys' fees, commitment fees, liabilities for costs and expenses and other indebtedness, obligations and liabilities of the Company, to SYSCO Corporation and each of its subsidiaries and affiliated entities (“Seller”), whether now existing or hereinafter incurred (the “Guaranteed Indebtedness”), and we further agree to bind ourselves to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company, and is an unconditional guaranty of payment, and not a guaranty of collection.

Guarantor expressly waives all suretyship rights or defenses, whether substantive or procedural, including without limitation, any defenses of the Company or Guarantor, impairment of collateral, any requirement to join another person in suit, or to proceed against any party or collateral, marshalling of assets, other right or defense. Guarantor further agrees that Guarantor’s obligations to Seller are not to be affected, excused, modified or impaired by any event now or hereafter occurring, or by any set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature that Guarantor has as to any of the foregoing or may have against Company. Guarantor expressly waives presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and Guarantor expressly consents to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. Guarantor further waives any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Company or any other party liable for such indebtedness.

Guarantor represents and warrants that it has received or will receive direct or indirect benefit from the making of this guaranty and the creation of the Guaranteed Indebtedness, that Guarantor is familiar with the financial condition of the Company and the value of any collateral security for the Guaranteed Indebtedness and that Seller has made no representations to Guarantor in order to induce Guarantor to execute this guaranty.

The liability of Guarantor hereunder shall, at the option of Seller, without notice, become immediately fixed and enforceable for the full amount thereof, whether then due or not due, as though all of the Guaranteed Indebtedness had become past due in the event that Guarantor shall make an assignment for the benefit of its creditors or a composition with creditors, shall be unable or admit in writing its inability to pay, or shall generally fail to pay, its debts as they mature, shall file a petition commencing a voluntary case concerning Guarantor under any chapter of Title 11 of the United States Code entitled "Bankruptcy"; or an involuntary case shall be commenced against Guarantor under any such chapter and relief is ordered against it or the petition is controverted but is not dismissed within sixty (60) days after the commencement of such case.

If the Guaranteed Indebtedness is not paid by us when due, and subject to any legal limits, we agree to pay interest of 1.0% per month on past due amounts from date due until paid, and if this guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever the prevailing party shall be entitled to all reasonable attorney’s fees and court costs incurred by Seller.

In the event more than one party executes this guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the Guaranteed Indebtedness, and, in all instances herein, the singular shall be construed to include the plural.

This guaranty embodies the entire agreement between the parties hereto, and supersedes all prior agreements, conditions and understandings, if any, related to the subject matter hereof; however, this guaranty is given in addition to, and not in lieu of, any guaranty previously given to Seller by Guarantor, and in no way impairs or limits Seller's other rights and remedies against Guarantor. This guaranty may be amended only by a written instrument executed by Guarantor and Seller. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this guaranty. For purposes of litigation pertaining to this guaranty, Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of state and federal courts located in the State of Texas.

[Signature Page Follows]

GUARANTOR:

Authorized Signature

Address: _____

Date: _____

Corporate Notary Public Acknowledgement

State of _____

County of _____

On this ____ day of _____, 2____, before me, the undersigned notary public, personally appeared _____, in his/her capacity as _____ of Guarantor, and known to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public

(Insert Sysco OpCo Name)

All **Third-Party EFT Requests** must have an authorized signature as approval. Corporate Treasury requires an **original** form with the proper approval signatures, and sufficient detailed backup documentation for all **Third-Party EFT Requests** before payments may be initiated. A fax of the original form may be accepted if it is followed up with the original sent via interoffice mail.

Date of Request: _____ **Requested By:** _____
Payment Effective Date: _____ **Phone Number:** _____
Amount: _____

ORIGINATION BANK (Corp Use Only)		RECEIVING BANK: (Payee)	
Bank Name:		Bank Name:	_____
Account Name:	SYSCO Corporation	Bank City, State:	_____
Account ID:		ABA#:	_____
		Account Name:	_____
		Account #:	_____

OPCO INFORMATION			
OPCO Name:	_____		
Intercompany #:	_____	Company #:	_____
* ACH Returned Items Contact:	_____	Telephone #:	_____

OPCO ACCOUNTING INFORMATION (for OpCo informational use only)				
Vendor #:	Invoice #	Invoice Date	Invoice Amount	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
		Total Amount Paid:	\$0.00	(Calculated field)

Approval Section for NEW Non-Repetitive ACH Requests Only

Approver Name: _____

Approver Signature: _____

***ACH Returned Items**

If the Receiving Bank Account information is not correct, the payment will be returned. The ACH Returned Item will be made to the Corporate Master Account one business day the origination date. Your intercompany account will be credited for the Returned Item amount effective the day the Corporate Master account is credited. Upon receipt, by Corporate Treasury, of an ACH Returned Item advice, your designated contact will be notified of the return.

All **ACH Requests** may be emailed to the Cash Management mailbox at **CashMgmt@corp.sysco.com** and must be received no later than **2:00PM CST** for same day initiation.

New ACH Payment Requests must be received by Corporate Treasury at least **two days prior** to the scheduled transaction date, and must be accompanied by a signed **Credit Authorization Form**.