

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE (I) RETENTION
OF M-III ADVISORY PARTNERS, LP AND (II) DESIGNATION OF MATTHEW R.
MANNING AS CHIEF RESTRUCTURING OFFICER,
NUNC PRO TUNC TO THE PETITION DATE**

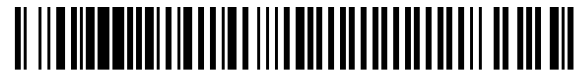
The above-captioned debtors and debtors-in-possession (the "Debtors") respectfully state as follows in support of this application (the "Application"):²

RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit B** (the "Proposed Order"), authorizing the Debtors to (a) retain and employ M-III Advisory Partners, LP ("M-III") and (b) designate Matthew R. Manning as Chief Restructuring Officer ("CRO") and additional individuals (the "Additional Personnel") pursuant to the terms of

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: HRI Holding Corp. (4677), Houlihan's Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson's/Kansas, Inc. (5739), Darryl's of St. Louis County, Inc. (7177), Darryl's of Overland Park, Inc. (3015), Houlihan's of Ohio, Inc. (6410), HRI O'Fallon, Inc. (4539), Algonquin Houlihan's Restaurant, L.L.C. (0449), Geneva Houlihan's Restaurant, L.L.C. (3156), Hanley Station Houlihan's Restaurant, LLC (4948), Houlihan's Texas Holdings, Inc. (5485), Houlihan's Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Milburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan's of Chesterfield, Inc. (5073). The Debtors' corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

² A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Matthew R. Manning in Support of the Debtors' Petitions and First Day Pleadings* (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Capitalized terms used but not otherwise defined in this application shall have the meanings ascribed to them in the First Day Declaration or the Engagement Agreement (defined herein), as applicable.



the engagement letter by and among the Debtors and M-III, dated June 21, 2019, including any amendments and schedules thereto (the “Engagement Agreement”), attached as **Exhibit 1** to the Proposed Order, *nunc pro tunc* to the Petition Date. In support of this Application, the Debtors rely upon and incorporate the *Declaration of Matthew R. Manning in Support of Debtors’ Application for an Order Authorizing the (I) Retention of M-III Advisory Partners, LP and (II) Designation of Matthew R. Manning as Chief Restructuring Officer, Nunc Pro Tunc to the Petition Date* (the “Manning Declaration”), attached hereto as **Exhibit A**. In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are Bankruptcy Code sections 105 and 363, Bankruptcy Rule 2002(f), and Local Rule 2002-1(f).

BACKGROUND

5. On the date hereof (the “Petition Date”), the Debtors commenced the above-captioned chapter 11 cases (the “Chapter 11 Cases”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Court.

6. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession, pursuant to Bankruptcy Code sections 1107(a) and 1108.

7. As of the date of this Motion, no trustee, examiner or statutory committee has been appointed in these Chapter 11 Cases.

M-III’S QUALIFICATIONS

8. M-III has a wealth of experience in providing financial consulting in distressed scenarios and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors throughout the United States. In selecting a financial advisor, the Debtors sought an advisor with experience in providing similar services in complex cases, specifically those relating to restaurant and food related operations. M-III professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and M-III regularly assists large and complex businesses similar to the Debtors. M-III’s expertise includes significant experience assisting distressed companies with day-to-day management activities, including development of pro forma financials and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies. M-III’s business, experience and expertise are further described in the Manning Declaration.

9. Mr. Manning, a Director of M-III Advisory Partners, LP and authorized representative of M-III is currently acting CRO for the Debtors. Mr. Manning has more than

fifteen (15) years of experience advising corporate and financial clients in operational and financial matters, and has considerable experience working with senior management teams in the areas of financial and operational restructuring, loan workouts and business planning. Prior to his association with M-III in 2017, Mr. Manning was an investment research analyst at JEC Capital Partners. Prior to this, Mr. Manning worked in both distressed debt and investment banking at Morgan Stanley, and he began his career at PricewaterhouseCoopers, working for clients in both the audit and transaction services practices. The Debtors respectfully submit that Mr. Manning is highly qualified to serve as CRO with the support of the Additional Personnel.

10. The individuals who will work on this matter (the “M-III Personnel”) have substantial expertise in the areas discussed above, and, if approved, will provide services to the Debtors under an order approving this Application. The M-III Personnel will work closely with the Debtors’ management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, M-III is well qualified to provide services to and represent the Debtors’ interests in these Chapter 11 Cases.

11. M-III performed significant prepetition advisory work for the Debtors, and as a result has acquired significant knowledge of the Debtors and their businesses and familiarity with the Debtors’ financial affairs, debt structure, operations, and related matters. Likewise, in providing prepetition services to the Debtors, M-III Personnel have worked closely with the Debtors’ management and their other advisors. Accordingly, M-III has experience, expertise, and specifically relevant knowledge regarding the Debtors that will assist it in providing effective and efficient services in these Chapter 11 Cases. The Debtors submit that the designation of Mr. Manning as CRO and the retention of M-III on the terms and conditions set forth herein are necessary and appropriate, in the best interest of the Debtors’ estates, creditors,

and all other parties-in-interest, and should be granted in all respects.

SERVICES TO BE PROVIDED BY M-III

12. Prior to the Petition Date, the Debtors and M-III entered into the Engagement Letter, which governs the relationship between them. The terms and conditions of the Engagement Letter were negotiated between the Debtors and M-III on an arm's length basis and reflect the parties' mutual agreement as to the substantial efforts that will be required under this engagement.

13. Generally, Mr. Manning and M-III shall perform activities and services to assist the Debtors throughout Debtors' chapter 11 process. M-III and Mr. Manning may work with the Debtors to do the following:

- Supervise, and if necessary, assist the Debtors in the development and administration of its short-term cash flow forecasting and related methodologies, as well as its cash management planning.
- Provide such assistance as reasonably may be required by management of the Debtors in connection with (i) development of its business plan, (ii) any restructuring plans and strategic alternatives intended to maximize the enterprise value and (iii) any related forecasts that may be required by creditor constituencies in connection with negotiations or by the Debtors for other corporate purposes.
- Supervise, and if necessary, assist the professionals who are representing the Debtors in the reorganization process or who are working for the Debtors' various stakeholders to coordinate their efforts and individual work product in order to be consistent with the Debtors' overall restructuring goals.
- Assist, if required, the Debtors in communications and negotiations with its outside constituents, including creditors, trade vendors and their respective advisors.
- Assist the Debtors in obtaining and presenting such information as may be required by the parties-in-interest to the Chapter 11 Cases and bankruptcy process, including any creditors' committees and the Court.
- Provide such other services as are reasonable and customary for a CRO in connection with the administration and prosecution of a bankruptcy proceeding or as M-III and the Debtors shall otherwise agree in writing.

- Serve as the principal liaison of the Debtors to the Debtors' creditor constituencies and other stakeholders with respect to the financial and operational matters relating to the Debtors.
- Lead and direct the efforts of the Debtors and their professional advisors to develop and implement restructuring plans and other strategic alternatives intended to maximize the enterprise value of the Debtors.

NO DUPLICATION OF SERVICES

14. The services provided by M-III are distinct and specific financial advising and consulting services, and such services will complement and not duplicate the services rendered by any other professional retained in these Chapter 11 Cases. As set forth in the Manning Declaration, M-III understands that the Debtors have retained and may retain additional professionals during the term of the engagement and M-III agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

TERMS OF RETENTION

15. In consideration of the Services to be provided by M-III pursuant to the terms of the Engagement Agreement and subject to Court approval, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, the Debtors have agreed to the following fee structure ("Fee Structure"): to (a) compensate M-III for the services set forth in the Engagement Agreement on an hourly basis in accordance with M-III's ordinary and customary rates in effect on the date such services are rendered; and (b) reimburse reasonable allocated and direct expenses incurred by M-III in connection with all services performed on behalf of the Debtors.

16. The current standard U.S. hourly rates³ (expressed in USD), subject to periodic adjustments, that M-III professionals will charge pursuant to the Engagement Agreement are as follows:

Professional	Standard Rate
Managing Partner	\$1,050
Managing Director	\$875-\$975
Director	\$675-\$775
Vice President	\$600
Senior Associate	\$500
Associate	\$425
Analyst	\$350

17. The hourly rates set forth above are M-III's applicable hourly rates for the work of its professionals and staff members for the engagement set forth in the Engagement Agreement. These hourly rates reflect M-III's normal and customary billing practices for engagements of this complexity and magnitude. M-III revises its hourly rates periodically and M-III will provide notice of any rate increases to the Debtors, the U.S. Trustee, and the Committee.

18. In addition, M-III will invoice the Debtors for its reasonable and direct out-of-pocket expenses charged during these Chapter 11 Cases, which include, among other things, overnight mail, messenger, travel, meals, and accommodations and other expenses specifically related to this engagement.

19. The Debtors believe that the Fee Structure is reasonable and comparable to those generally charged by comparable firms that render similar services under similar circumstances.

³ Rates included in the Application are current M-III hourly rates and have been approved by Client in accordance with the Engagement Agreement.

The Fee Structure summarized above and described more fully in the Engagement Agreement is consistent with M-III's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out of court, involving the Services to be provided in connection with chapter 11 cases. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate M-III fairly for its work and to cover fixed and routine overhead expenses.

20. To the extent M-III uses the services of independent contractors (the "Contractors") in the Chapter 11 Cases, M-III shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that M-III pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for M-III; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014. Notwithstanding the foregoing, M-III reserves the right to supplement its engagement team with contractors and any such contractors who serve as M-III Personnel will be billed at the same rates described in Paragraph 16 above.

21. M-III will submit reasonably detailed monthly invoices to the Debtors, and the Debtors request authority to pay, in the ordinary-course of business, all reasonable amounts invoiced by M-III for fees and expenses.

22. Upon approval of the relief requested, M-III will not be employed as a professional under Bankruptcy Code section 327, and it will not submit fee applications pursuant to Bankruptcy Code sections 330 and 331. M-III will, however, file with the Court, and provide reports of compensation earned and expenses incurred on a quarterly basis ("Compensation Reports") to: (a) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"); (b) the Lenders; and (c) counsel to any official committee appointed in these Chapter

11 Cases (collectively, the “Notice Parties”). M-III intends to submit Compensation Reports by the last day of each monthly period for the previous month. Such reports shall summarize the services provided and identify the compensation earned and expenses incurred by M-III Personnel. The Notice Parties shall have ten (10) days after the date each Compensation Report is served upon them to object and the related compensation and expenses will be subject to Court review in the event an objection is filed. M-III intends to file its first Compensation Report on or before December 31, 2019, for the period covering the Petition Date through and including November 30, 2019.

23. M-III may from time to time add or remove staff and M-III will file staffing reports that will reflect the M-III Personnel that provided services during the intervening period (“Staffing Reports”). Staffing Reports will include the names of all full- and part-time M-III Personnel involved in these Chapter 11 Cases and each individual’s hourly billing rate. The Notice Parties shall have ten (10) days after the date each Staffing Report is served upon them to object. The Staffing Reports and M-III’s staffing decisions will be subject to review by the Court in the event an objection is filed. M-III will file its first Staffing Report by December 31, 2019, for the period covering the Petition Date through November 30, 2019. The filing of Compensation Reports shall satisfy M-III’s obligations to file and serve a separate monthly Staffing Report as set forth herein, provided that the information required to be included in the Staffing Report is contained in the Compensation Report discussed herein.

24. M-III and affiliates received unapplied advance payments from the Debtors in the amount of \$50,000 (the “Retainer”). According to M-III’s books and records, during the 90-day period prior to the Petition Date, Debtors paid M-III and affiliates \$476,198.15 in aggregate for

professional services performed and expenses incurred, including the Retainer.⁴

25. The Debtors and M-III have agreed that any portion of the Retainer not used to compensate M-III for its prepetition services and reasonable and documented out-of-pocket expenses will be held and applied against its final post-petition billing and will not be placed in a separate account.

26. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, M-III may have incurred, but not billed, fees and reimbursable expenses that relate to the pre-petition period. Approval is sought from this Court for M-III to apply the Retainer to these amounts. Upon entry of an Order approving the relief requested herein, the Debtors will not owe M-III any sums for pre-petition services.

M-III'S DISINTERESTEDNESS

27. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the Manning Declaration, M-III: (i) has no connection with the Debtor, its creditors, other parties-in-interest, or the attorneys or accountants of any of the foregoing, or the United States Trustee or any person employed in the Office of the United States Trustee; (ii) is not a creditor, equity security holder or insider of the Debtor; (iii) does not hold any interest adverse to the Debtor's estate; and (iv) is a "disinterested person" as defined by Bankruptcy Code section 101(14).

28. Although the Debtors respectfully submit that the retention of M-III is not governed by Bankruptcy Code section 327, the Manning Declaration discloses certain

⁴ M-III was previously engaged on March 26, 2019 by Katten Muchin Rosenman LLP, as counsel to CIT Bank, N.A., to provide financial advisory services in connection with the Debtor and received aggregate fees of \$221,053.02 in connection with that engagement. This prior engagement was terminated on or about June 21, 2019, at which time M-III was engaged by the Debtor to provide the services described in the Engagement Letter. M-III has been paid in full for amounts owing under the March 26, 2019 engagement letter.

connections with creditors, equity security holders, and other parties-in-interest in these Chapter 11 Cases. M-III does not believe that any of these matters represent an interest materially adverse to the Debtors' estates or otherwise create a conflict of interest regarding the Debtors or these Chapter 11 Cases. Thereby, the Debtors submit that M-III is a "disinterested person" as that term is defined by Bankruptcy Code section 101(14).

29. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of M-III's retention are discovered or arise, the Debtors submit that M-III will use reasonable efforts to file promptly a supplemental declaration.

INDEMNIFICATION PROVISIONS

30. Annex I to the Engagement Letter contains standard indemnification language with respect to M-III's services, including, without limitation, an agreement by the Debtors to indemnify M-III and its partners, directors, officers, employees, agents, counsel, and affiliates (each a "M-III Party" and collectively, the "M-III Parties") from and against all claims, losses, damages, liabilities, penalties, and expenses arising out of or in connection with the engagement of the CRO and M-III that is the subject of the Engagement Letter.

31. The Debtors and M-III believe that the indemnification provisions contained in the Engagement Letter are customary and reasonable for M-III and comparable firms providing restructuring services.

32. The terms and conditions of the indemnification provisions were negotiated by the Debtors and M-III at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the Proposed Order, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require M-III's services to successfully reorganize.

BASIS FOR RELIEF REQUESTED

33. The Debtors seek to employ and retain M-III, and appoint Mr. Manning as CRO pursuant to Bankruptcy Code sections 105 and 363, *nunc pro tunc* to the Petition Date. Under applicable case law, in this and other jurisdictions, if the Debtors' proposed use of its assets pursuant to Bankruptcy Code section 363(b) represents a reasonable exercise of the debtor's business judgment, such use should be approved. *See, e.g., In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 175–76 (D. Del. 1991) (noting that courts have applied the “sound business purpose” test to evaluate motions brought pursuant to Bankruptcy Code section 363(b)); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”).

34. The decision to retain M-III, and employ Mr. Manning as CRO should be authorized because it is a sound exercise of the Debtors' business judgment. As set forth above, Mr. Manning has extensive experience as an advisor for many companies undertaking restructuring efforts and the M-III Personnel are well qualified and equipped to assist in CRO duties. M-III and Mr. Manning in his capacity as CRO will provide services that are in the best interests of all parties-in-interest in the Chapter 11 Cases.

NUNC PRO TUNC RELIEF IS APPROPRIATE

35. Pursuant to the Debtors' request, M-III and Mr. Manning have agreed to serve in their respective roles on and after the Petition Date with assurances that the Debtors would seek approval of their employment and retention *nunc pro tunc* to the Petition Date, so that they may be compensated for their pre-Application services. The Debtors believe that no party-in-interest

will be prejudiced by the granting of the *nunc pro tunc* employment, as provided in this Application, because M-III and Mr. Manning have provided and continue to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve *nunc pro tunc* employment, and the Debtors submit that such approval is justified here. *See, e.g.*, Local Rule 2014-1(b) ("If the retention application is granted, the retention shall be effective as of the date the application was filed, unless the Court orders otherwise."). Further, courts in this district have routinely approved *nunc pro tunc* employment similar to that requested herein in matters comparable to this matter.

36. Accordingly, to assist the debtors through the complexities involved in these Chapter 11 Cases the Debtors respectfully request entry of an order authorizing the Debtors to employ and retain M-III and Mr. Manning *nunc pro tunc* to the Petition Date.

NOTICE AND NO PRIOR REQUEST

37. The Debtors will provide notice of this application to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) each of the Debtors' creditors holding the thirty (30) largest unsecured claims as set forth in the consolidated list filed with the Debtors' petition; (c) the Lenders; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

38. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit B**, (i) authorizing the employment and retention of M-III as their financial advisors *nunc pro tunc* to the Petition Date and (ii) granting such other and further relief as the Court deems just and proper.

Dated: November 14, 2019
Wilmington, Delaware

HRI Holding Corp.



Michael Archer
Chief Executive Officer

Exhibit A

Manning Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Joint Administration Requested)

**DECLARATION OF MATTHEW R. MANNING IN SUPPORT OF DEBTORS'
APPLICATION FOR AN ORDER AUTHORIZING THE (I) RETENTION OF
M-III ADVISORY PARTNERS, LP AND (II) DESIGNATION OF
MATTHEW R. MANNING AS CHIEF RESTRUCTURING
OFFICER, NUNC PRO TUNC TO THE PETITION DATE**

I, Matthew R. Manning, make this declaration pursuant to 28 U.S.C. § 1746 and state as follows:

1. I am a Director at M-III Advisory Partners, LP (together with its wholly-owned subsidiaries and independent contractors, "M-III"), a restructuring advisory services firm, which has a place of business at 130 W. 42nd St., 17th floor, New York, New York 10036.

2. I am duly authorized to make this declaration (the "Declaration") on behalf of M-III and submit this Declaration in support of the *Debtors' Application for an Order Authorizing the (I) Retention of M-III Advisory Partners, LP And (II) Designation of Matthew R. Manning as*

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: HRI Holding Corp. (4677), Houlihan's Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson's/Kansas, Inc. (5739), Darryl's of St. Louis County, Inc. (7177), Darryl's of Overland Park, Inc. (3015), Houlihan's of Ohio, Inc. (6410), HRI O'Fallon, Inc. (4539), Algonquin Houlihan's Restaurant, L.L.C. (0449), Geneva Houlihan's Restaurant, L.L.C. (3156), Hanley Station Houlihan's Restaurant, LLC (4948), Houlihan's Texas Holdings, Inc. (5485), Houlihan's Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Milburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan's of Chesterfield, Inc. (5073). The Debtors' corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

Chief Restructuring Officer, Nunc Pro Tunc to the Petition Date (the “Application”).² This Declaration is being submitted in connection with the Application. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

M-III’s Qualifications

3. M-III has a wealth of experience in providing financial advisory services to distressed companies, including those in industries similar to the Debtors, in complex restructurings. M-III has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. M-III’s expertise includes significant experience assisting distressed companies with day-to-day management activities, including development of pro forma financials and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies.

4. I have considerable experience working with senior management teams in the areas of financial and operational restructuring, loan workouts and business planning. Prior to his association with M-III in 2017, Mr. Manning was an investment research analyst at JEC Capital Partners. Prior to this, Mr. Manning worked in both distressed debt and investment banking at Morgan Stanley, and he began his career at PricewaterhouseCoopers, working for clients in both the audit and transaction services practices.

5. The individuals who will work on this matter (the “M-III Personnel”) have substantial expertise in the areas discussed above, and, if approved, will provide services to the Debtors under an order approving the Application. The M-III Personnel will work closely with the Debtors’ management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, M-III is well qualified to provide services to and represent the Debtors’ interests in these Chapter 11 Cases.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

6. Furthermore, as a result of the significant prepetition work performed on behalf of the Debtors, M-III has acquired significant knowledge of the Debtors and their business and is intimately familiar with the Debtors' financial affairs and systems, assets, capital structure, operations, and related matters. During its prepetition engagement, M-III's services have included a wide range of activities targeted at stabilizing and improving a company's financial position, including developing or validating forecasts, business plans, and related assessments of a business's strategic position; monitoring and managing cash and cash flow; preparation and planning for chapter 11 filing and first-day relief; and designing and assessing financial restructuring packages.

SERVICES TO BE RENDERED

7. M-III Personnel and I will provide the ordinary course duties of a CRO and may work with the Debtors to do the following:

- Supervise, and if necessary, assist the Debtors in the development and administration of its short-term cash flow forecasting and related methodologies, as well as its cash management planning.
- Provide such assistance as reasonably may be required by management of the Debtors in connection with (i) development of its business plan, (ii) any restructuring plans and strategic alternatives intended to maximize the enterprise value and (iii) any related forecasts that may be required by creditor constituencies in connection with negotiations or by the Debtors for other corporate purposes.
- Supervise, and if necessary, assist the professionals who are representing the Debtors in the reorganization process or who are working for the Debtors' various stakeholders to coordinate their efforts and individual work product in order to be consistent with the Debtors' overall restructuring goals.
- Assist, if required, the Debtors in communications and negotiations with its outside constituents, including creditors, trade vendors and their respective advisors.

- Assist the Debtors in obtaining and presenting such information as may be required by the parties-in-interest to the Chapter 11 Cases and bankruptcy process, including any creditors' committees and the Court.
- Provide such other services as are reasonable and customary for a CRO in connection with the administration and prosecution of a bankruptcy proceeding or as M-III and the Debtors shall otherwise agree in writing.
- Serve as the principal liaison of the Debtors to the Debtors' creditor constituencies and other stakeholders with respect to the financial and operational matters relating to the Debtors.

NO DUPLICATION OF SERVICES

8. M-III understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. I believe that M-III is providing distinct and specific financial advising and consulting services as set forth in the Engagement Agreement, and such services are not expected to duplicate those to be provided by any other consultants or advisors.

PROFESSIONAL COMPENSATION

9. M-III's decision to accept this engagement is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices as set forth in the Engagement Agreement (the "Fee Structure"): to (a) compensate M-III for the services set forth in the Engagement Agreement on an hourly basis in accordance with M-III's ordinary and customary rates in effect on the date such services are rendered; and to (b) reimburse reasonable allocated and direct expenses incurred by M-III in connection with all services performed on behalf of the Debtors.

10. The current standard U.S. hourly rates³ (expressed in USD), subject to periodic adjustments, that M-III Personnel will charge pursuant to the Engagement Agreement are as follows:

Professional	Standard Rate
Managing Partner	\$1,050
Managing Director	\$875-\$975
Director	\$675-\$775
Vice President	\$600
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11. The hourly rates set forth above are M-III’s applicable hourly rates for the work of its professionals and staff members for the engagement set forth in the Engagement Agreement. These hourly rates reflect M-III’s normal and customary billing practices for engagements of this complexity and magnitude. M-III revises its hourly rates periodically and M-III will provide notice of any rate increases to the Debtors, the U.S. Trustee, and the Committee.

12. In addition, M-III will invoice the Debtors for its reasonable and direct out-of-pocket expenses charged during these Chapter 11 Cases, which include, among other things, overnight mail, messenger, travel, meals, and accommodations and other expenses specifically related to this engagement.

13. The Fee Structure is reasonable and comparable to those generally charged by comparable firms that render similar services under similar circumstances. The Fee Structure

³ Rates included in the Application are current M-III hourly rates and have been approved by Client in accordance with the Engagement Agreement.

summarized above and described more fully in the Engagement Agreement is consistent with M-III's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out of court, involving the Services to be provided in connection with Chapter 11 Cases. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate M-III fairly for its work and to cover fixed and routine overhead expenses.

14. To the extent M-III uses the services of independent contractors (the "Contractors") in the Chapter 11 Cases, M-III shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that M-III pays the Contractors; (b) seek reimbursement for actual costs only; (c) ensure that the Contractors are subject to the same conflict checks as required for M-III; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014. Notwithstanding the foregoing, M-III reserves the right to supplement its engagement team with contractors and any such contractors who serve as M-III Personnel will be billed at the same rates described in Paragraph 10 above.

15. M-III will submit reasonably detailed monthly invoices to the Debtors, and the Debtors request authority to pay, in the ordinary-course of business, all reasonable amounts invoiced by M-III for fees and expenses.

16. Upon approval of the relief requested, M-III will not be employed as a professional under Bankruptcy Code section 327, and it will not submit fee applications pursuant to Bankruptcy Code sections 330 and 331. M-III will, however, file with the Court, and provide reports of compensation earned and expenses incurred on a quarterly basis ("Compensation Reports") to: (a) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"); (b) the Lenders; and (c) counsel to any official committee appointed in these Chapter

11 Cases (collectively, the “Notice Parties”). M-III intends to submit Compensation Reports by the last day of each monthly period for the previous month. Such reports shall summarize the services provided and identify the compensation earned and expenses incurred by M-III Personnel. The Notice Parties shall have ten (10) days after the date each Compensation Report is served upon them to object and the related compensation and expenses will be subject to Court review in the event an objection is filed. M-III intends to file its first Compensation Report on or before December 31, 2019, for the period covering the Petition Date through and including November 30, 2019.

17. M-III may from time to time add or remove staff and M-III will file staffing reports that will reflect the M-III Personnel that provided services during the intervening period (“Staffing Reports”). Staffing Reports will include the names of all full- and part-time M-III Personnel involved in these Chapter 11 Cases and each individual’s hourly billing rate. The Notice Parties shall have ten (10) days after the date each Staffing Report is served upon them to object. The Staffing Reports and M-III’s staffing decisions will be subject to review by the Court in the event an objection is filed. M-III will file its first Staffing Report by December 31, 2019, for the period covering the Petition Date through November 30, 2019. The filing of Compensation Reports shall satisfy M-III’s obligations to file and serve a separate monthly Staffing Report as set forth herein, provided that the information required to be included in the Staffing Report is contained in the Compensation Report discussed herein.

18. M-III and affiliates received unapplied advance payments from the Debtors in the amount of \$50,000 (the “Retainer”). According to M-III’s books and records, during the 90-day period prior to the Petition Date, Debtors paid M-III and affiliates \$476,198.15 in aggregate for

professional services performed and expenses incurred, including the Retainer.⁴

19. The Debtors and M-III have agreed that any portion of the Retainer not used to compensate M-III for its prepetition services and reasonable and documented out-of-pocket expenses will be held and applied against its final post-petition billing and will not be placed in a separate account.

20. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, M-III may have incurred, but not billed, fees and reimbursable expenses that relate to the pre-petition period. Approval is sought from this Court for M-III to apply the Retainer to these amounts. Upon entry of an Order approving the relief requested herein, the Debtors will not owe M-III any sums for pre-petition services.

INDEMNIFICATION PROVISIONS

21. Annex I to the Engagement Letter contains standard indemnification language with respect to M-III's services, including, without limitation, an agreement by the Debtors to indemnify M-III and its partners, directors, officers, employees, agents, counsel, and affiliates (each a "M-III Party" and collectively, the "M-III Parties") from and against all claims, losses, damages, liabilities, penalties, and expenses arising out of or in connection with the engagement of the CRO and M-III that is the subject of the Engagement Letter.

22. The Debtors and M-III believe that the indemnification provisions contained in the Engagement Letter are customary and reasonable for M-III and comparable firms providing restructuring services.

⁴ M-III was previously engaged on March 26, 2019 by Katten Muchin Rosenman LLP, as counsel to CIT Bank, N.A., to provide financial advisory services in connection with the Debtor and received aggregate fees of \$221,053.02 in connection with that engagement. This prior engagement was terminated on or about June 21, 2019, at which time M-III was engaged by the Debtor to provide the services described in the Engagement Letter. M-III has been paid in full for amounts owing under the March 26, 2019 engagement letter.

23. The terms and conditions of the indemnification provisions were negotiated by the Debtors and M-III at arm's length and in good faith. The provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the Proposed Order, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require M-III's services to successfully reorganize.

M-III'S DISINTERESTEDNESS

24. In connection with the preparation of this Declaration, M-III requested and obtained from the Debtors' proposed counsel a list of interested parties and significant creditors in these Chapter 11 Cases (collectively, the "Potential Parties-in-Interest"). The list of Potential Parties-in-Interest is reflected on **Schedule 1** attached hereto.

25. Senior professionals of M-III then reviewed the names of each of the Potential Parties-in-Interest and M-III compared the names on the list with its records concerning current and former clients and key parties-in-interest with respect to those current and former clients. Known connections between former or recent clients of M-III and the Potential Parties-in-Interest were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule 2** annexed hereto.

26. To the best of my knowledge, information, and belief, and based on the foregoing inquiry, other than in connection with this engagement and as otherwise disclosed in this Declaration or as set forth in **Schedule 2**, M-III has no relationships or connections with the Debtors or their affiliates. In addition, to the best of my knowledge, information, and belief, neither I nor any other professional of M-III who is working on this engagement:

- a) is a creditor, equity security holder or insider of the Debtors;
- b) is or has been within two years before the Petition Date, a director, officer, or employee of the Debtors; or

- c) has any interest materially adverse to the interests of the Debtors' estates, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

27. M-III provides services to many clients with interests in the Debtors' Chapter 11 Cases. To the best of my knowledge, except as indicated below, M-III's services for such clients do not relate to the Debtors' Chapter 11 Cases.

28. Further, as part of its diverse practice, M-III appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Debtors' Chapter 11 Cases. Further, M-III has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of which may be involved in these proceedings. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which M-III is to be employed, and none are in connection with these cases.

29. If any new material relevant facts or relationships are discovered or arise, M-III will promptly file a supplemental declaration.

30. M-III's current estimate is that it received unapplied advance payments from the Debtors in excess of prepetition billings of approximately \$3,000, which is subject to final determination after all prepetition billings and collections are reconciled. As such, it is believed that the Debtors do not owe M-III any amounts for services rendered before the Petition Date.

31. To the best of my knowledge, (a) no commitments have been made or received by M-III with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code, and (b) M-III has no agreement with any other entity to share with such entity any compensation received by M-III in connection with

these Chapter 11 Cases.

32. I have read the Application that accompanies this Declaration and, to the best of my knowledge, information and belief, the contents of such Application are true and correct.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 14, 2019



Matthew R. Manning
Director

Schedule 1

Interested Parties

Debtors

Algonquin Houlihan's Restaurant, L.L.C.
Darryl's of Overland Park, Inc.
Darryl's of St. Louis County, Inc.
Geneva Houlihan's Restaurant, L.L.C.
Hanley Station Houlihan's Restaurant, LLC
HDJG Corp.
HOP Bayonne LLC
HOP Brick LLC
HOP Bridgewater LLC
HOP Cherry Hill LLC
HOP Fairfield LLC
HOP Farmingdale LLC
HOP Heights LLC
HOP Holmdel LLC
HOP Lawrenceville LLC
HOP New Brunswick LLC
HOP NJ NY, LLC
HOP Paramus LLC
HOP Parsippany LLC
HOP Ramsey LLC
HOP Secaucus LLC
HOP Weehawken LLC
HOP Westbury LLC
HOP Woodbridge LLC
Houlihan's of Chesterfield, Inc.
Houlihan's of Ohio, Inc.
Houlihan's Restaurants of Texas, Inc.
Houlihan's Restaurants, Inc.
Houlihan's Texas Holdings, Inc.
HRI Holding Corp
HRI O'Fallon, Inc.
JGIL Holding Corp.
JGIL Milburn Op LLC
JGIL Mill OP LLC
JGIL Millburn, LLC
JGIL Omaha, LLC
JGIL, LLC
Red Steer, Inc.
Sam Wilson's/Kansas, Inc.

Current Directors & Officers

Mike Archer
Cindy Parres
Arnie Runestad
Maggie Moore
Terry Harrman
Courtney Martinez
Bill Leibengood
Lou Ambrose
Chad Devorak
Michael Slavin
Bradley Dietz

Brett Bishov

Former Directors

Anand Philip
Robert Shapiro
Zalmie Jacobs

Five Percent and Greater Shareholder and Beneficial Owners

York Special Opportunities Fund II-A, L.P.
York Special Opportunities Fund II-B, L.P.
York Special Opportunities Fund II-C, L.P.
York Special Opportunities Fund II-D, L.P.

Top 30 Creditors

Us Foods, Inc.
Sysco Food Services LLC - Metro NY
The Hartz Group, Inc.
Edward Don & Company Inc.
M2g Net Lease Funding, Ltd.
Orland Park Investments, LLC
747 North Wabash Ave Apts Investors LLC
Bayshore Shopping Center Property Owner LLC
Rolf Piller
M.F. Foley Inc.
Get Fresh Produce Inc.
Southpark Mall, LLC
Federal Realty Investment Trust
Hirschman Realty Management LLC
C&C Produce Inc.
Phillips Edison-Arc Shopping Ctr Op Partnership, LP
Customer Asset Consulting Group, Inc.
Allan Domb Real Estate
Bestar, LLC
Lasalle Property Fund Reit, Inc.
Brannan Holdings LLC
Bridgewater Realty LLC
Country Clean Inc
Fortune Fish Company Inc
Goodwin Procter LLP
HAMILTON TC, LLC
Harmon Meadow Owner LLC
Rogers Retail, LLC
Sysco Baltimore LLC
Weingarten Nostat, Inc

Administrative Agents / Lenders

CIT Bank, N.A.
Garrison Investment Group
Garrison Middle Market Funding Co-Invest LLC
Garrison Middle Market Funding II LP
Garrison Funding 2018-2 LTD.
Garrison Funding 2018-1 LP

Garrison Middle Market Funding II GP LLC
Garrison Capital Inc.
York Capital Management
York Special Opporunities Fund II GP, LLC

Financial Institutions

United Missouri Bank
US Bank

HR Benefits/HR Vendor

Blue Cross Blue Shield of Kansas City
Creative Planning, Inc.
LegalShield
Nationwide Insurance Company
Principal Financial Services, Inc.
Reliance Standard
The American Worker
WellDyneRx, LLC
Robert Half International

Insurance Companies

Ace Property and Casualty Ins.
Affiliated FM Insurance Company
AIG
Aon Premium Finance, LLC
Beazley Insurance Co. Inc.
Crum & Forster
Federal Insurance Co.
Markel American Ins. Co.
Travelers Indemnity Company
Lockton Companies
Aon Risk Services
IPFS

Landlords

747 North Wabash Apartments Investors, LLC
747 North Wabash Partners, L.L.C.
96-OP Prop, L.L.C.
ADR Parc, LP
ADR Parc, LP dba Allan Domb Real Estate
AEGIS LAW
Ahold Real Estate Company
Alecta Real Estate Investment, LLC
Alecta Real Estate USA, LLC
Alliance Town Center I, L.P.
Arbor Development, LLC
Auto-Owners Life Insurance Company
Bankers Life Insurance Company
Bellrieve Properties
Caparco Three, Inc. and DP Olive Boulevard, LLC
Capital District Hotel, LLC
Carol Brannan

CBL and Associates Management, Inc.
CBRE Capital Markets, Inc.
Cmb Nebraska Infrastructure Investment Group 47, LP
CNL American Properties Fund, Inc.
CNL APF Partners, LP
CONTINENTAL/GALLERIA, LP
Creve Coeur Restaurant Partnership
Danada Centers, Inc.
Danada Centers, LLC
Daniel/Metcalf Associates Partnership
Developers Diversified Realty
DFISA Foundation
DIV Cranberry, LLC
Echo/Continental Kingsdale, LLC
Fairway Restaurant Group, LLC
First Bank
Foundation of International Association of Food Industry Suppliers
Geneva Retail Company, LLC
Glastonbury MZL LLC
Glenborough Properties, LP
Hamilton Town Center, LLC
Harmon Meadow Plaza, Inc.
Hartz Mountain Industries, Inc.
IA Cranberry Specialty, L.P.
IA Dallas Prestonwood Limited Partnership Prestonwood Town Center
Inland American Speciality, L.P.
Jade Pig Ventures - Breton Village II, L.L.C.
Jog Realty, L.L.C.
John Henry Rudolph Meyer Family Farm Trust dba RE Meyer Companies, LLC
Kansas City Live Block 139 Retail, LLC
Killala, LLC
Lansing Mall
Lansing Mall Limited Partnership
Lansing Mall, LLC
Leawood TCP, LLC
Lee's Summit Investors-98, LLC
LPF Geneva Commons, LLC
Mae Grace, LLC
Maeburg II LLC
McKittrick Properties, Inc and Bethel Road Investment Company, Inc.
Meadow Park Associates
Mid-America Asset Management, Inc.
Mid America Group
Mipal Realty Company
Naperville Station, LLC
NEI Lease Funding 2005, LP
Oak Park Mall, LLC
Phillip Edison And Company
Pinnacle Hills, LLC
PMA Naperville Crossing, LLC
PR111 MA Naperville, JV, LLC
PRC Partners, LLC
Rice Lake Square LP
Rittenhouse Regency Affiliates
Rogers Retail, L.L.C.
Rouse Properties, Inc.

S & S Gateway, LLC
S & S Real Estate Holding Company, L.C.
Shamrock Development
Simon
Simon Property Group (Texas), Lp
Six Bees LLC
Specialty Development Corporation
Stephen I. Wolff, Trustee of the Stephen I. Wolff Revocable Living Trust
Streets of Cranberry, Ltd
SWQ 35/Forum, Ltd
The Realty Associates Fund IX, L.P.
Town Center Plaza, LLC
Triangle Associates, LLC
Uptown Station LLC
VV2/Geneva Commons, L.P.
Weingarten Realty Investors
West County Mall Cmbs, LLC
West County Center
West County Parcel, LLC
WRC Properties, Inc.
WXIII/PWM Real Estate Limited Partnership
Twin Restaurant San Antonio, LLC
WO S. Arlington, LLC

Parties to Significant Actual or Known Litigation with Client

1200 Harbor Boulevard, LLC
747 North Wabash Avenue Apartments Investors LLC d/b/a The Bernadin
ACE - Holmdel, NJ
ACE - Paramus, NJ
Baldwin, Kiara
Beechwood Jericho Building Corp.
Beechwood Merrick, LLC
Bernadin, Devon
Campbell, Yvonne
Caprio, Sheila
Clemcla Realty Corp.
DiBlasi, Cathy
Dunham, Melissa
Easton, Michelle
Gomez, Andres
Guttke, Marc
Hartz Mountain
Hill, Thomas
Joe's Crab Shack
Kahoro, Ester
Marker, Fay
Mennicucci, Marie
Mitchell, Mary Jane
Moreno, David
Pierson, Doris
RMK Mgr. Co.
Ruiz, Rudolfo
Sickles, James
Soto, Dora
Sproch, Cassandra

Taylor, Maureen
Villaluna, Clarita
Weiss, Kathleen
Zurich American Insurance Co.

Professionals

Landis Rath & Cobb LLP
Hilco Real Estate, LLC
Katten Muchin Rosenman LLP
Kurtzman Carson Consultants LLC
M-III Partners, LP
Paladin Management Group
Piper Jaffray & Co.
Young Conaway Stargatt & Taylor, LLP

Taxing & Regulatory Authorities

OH DEPARTMENT OF TAXATION
JOHN K WEINSTEIN, ALLEGHENY COUNTY TREASURER
DEPARTMENT OF FINANCE AND ADMINISTRATION
CITY OF CHICAGO
CITY OF KANSAS CITY
CITY OF OMAHA
CITY OF PHILADELPHIA
CITY OF COLUMBUS
PENNSYLVANIA DEPARTMENT OF REVENUE
CT DEPARTMENT OF LABOR
COOK COUNTY REVENUE DEPARTMENT
BEXAR COUNTY TAX ASSESSOR
MISSOURI DEPARTMENT OF REVENUE
CT DEPARTMENT OF REVENUE
DALLAS COUNTY TEXAS
FL DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
FLORIDA DEPARTMENT OF REVENUE
TOWNSHIP OF GLASTONBURY
CITY OF GRAND RAPIDS
TREASURER HAMILTON COUNTY
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
ILLINOIS DEPARTMENT OF REVENUE
INDIANA DEPARTMENT OF REVENUE
DEPARTMENT OF THE TREASURY
JACKSON COUNTY MISSOURI
JOHNSON COUNTY KANSAS
KANSAS DEPARTMENT OF REVENUE
MIAMI DADE COUNTY
MI DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
MO DEPARTMENT OF LABOR
NE DEPARTMENT OF LABOR
NE DEPARTMENT OF REVENUE
NJ DIVISION OF TAXATION
STATE OF NJ DEPT OF LABOR AND WORKFORCE DEVELOPMENT
NEW YORK STATE DEPARTMENT OF LABOR
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CITY OF PHILADELPHIA

PLATTE COUNTY COLLECTOR
REGIONAL INCOME TAX AGENCY
RAMSEY BOROUGH TAX COLLECTOR
ST LOUIS COUNTY
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
TEXAS ALCOHOLIC BEVERAGE COMMISSION
TOWN OF HEMPSTEAD
TEXAS WORKFORCE COMMISSION
OFFICE OF UNEMPLOYMENT COMPENSATION
VIRGINIA DEPARTMENT OF TAXATION
VIRGINIA EMPLOYMENT COMMISSION
WISCONSIN DEPARTMENT OF REVENUE
STATE OF WISCONSIN
TOWNSHIP OF WOODBRIDGE
WEST VIRGINIA STATE TREASURER'S OFFICE
TARRANT COUNTY, TEXAS
Michigan Department of Treasury
CITY OF WHEATON
CITY OF FAIRVIEW HEIGHTS
CITY OF FAIRWAY
CITY OF PHILADELPHIA
KANSAS CITY POWER & LIGHT
CITY OF GENEVA
MT LEBANON PA
Borough of Hasbrouck Heights
Borough of Paramus
Camden County Treasurer
Cherry Hill Township
City of Bayonne
City of New Brunswick
Commissioner of Health Services
Donald X. Clavin, Jr., Receiver of Taxes
Metuchen Area Chamber of Commerce
Secaucus Board of Health
St of NJ Dept of Labor & Workforce Develop
State of New Jersey
State of NJ DCA BFCE- DORES
Town of Babylon
Town of Hempstead
Town of Secaucus
Township Of Brick
Township of Bridgewater
Township of Fairfield Tax Office
Township of Lawrence
Township of Parsippany-Troy Hills
Township of Weehawken
Township of West Caldwell
Township of Woodbridge (Police)
Township of Parsippany - License
Woodbridge Township
CITY TREASURER LICENSE SECTION
WISCONSIN DEPARTMENT OF REVENUE
ANDREA LEA, AUDITOR OF STATE
STATE OF INDIANA
KANSAS CITY HEALTH DEPARTMENT

Jackson County Collector
TREASURER STATE OF CONNECTICUT
KANSAS ALCOHOLIC BEVERAGE CONTROL
ST LOUIS COUNTY
City of Dallas
VILLAGE OF ORLAND PARK
CITY OF CREVE COEUR
KANSAS CITY CONVENTION & VISITORS ASSOC
CITY OF NAPERVILLE
TREASURER OF VIRGINIA
WISCONSIN DEPARTMENT OF REVENUE
CITY OF OLATHE
CITY OF LEE'S SUMMIT
COMMONWEALTH OF PA
TOWNSHIP OF CRANBERRY
CITY OF SELMA
CREVE COEUR-OLIVETTE CHAMBER OF COMMERCE
TOWN OF GLASTONBURY
KANSAS STATE TREASURER
STATE OF MICHIGAN
MO STATE TREASURER
TX STATE COMPTROLLER
DELTA TOWNSHIP TREASURER
City of Garland
City of Dallas
CITY OF PARKRIDGE
CITY OF PARK RIDGE
CITY OF CHICAGO DEPT. OF BUSINESS AFFAIRS & LICENSING
DUPAGE COUNTY PUBLICWORKS
CITY OF OVERLAND PARK
INDIANA ALCOHOLIC TOBACCO COMMISSION
KANSAS DEPT OF AGRICULTURE
NOBLESVILLE CHAMBER OF COMMERCE
VIRGINIA DEPARTMENT OF TAXATION
GREGORY F.X. DALY, COLLECTOR OF REVENUE
CITY OF GARLAND
HAMILTON COUNTY TREASURER
MICHIGAN STATE DISBURSEMENT UNIT
City of San Antonio
CITY TREASURER
CLERK OF HAMILTON COUNTY
US Dept. of Education
ALLEGHENY COUNTY HEALTH DEPT
CITY OF DES PERES
BEXAR COUNTY
CITY OF LIVE OAK
GENEVA CHAMBER OF COMMERCE
CITY OF FORT WORTH
SCHERTZ CHAMBER OF COMMERCE
FLORIDA STATE DISBURSEMENT UNIT
LEAWOOD CHAMBER OF COMMERCE
MIAMI-DADE COUNTY TAX COLLECTOR
MIAMI-DADE COUNTY FLORIDA
KANSAS DEPARTMENT OF LABOR
City of Grand Rapids Treasurer
Georgia Office of Secretary of State

SECAUCUS OFFICE OF INSPECTIONS
Cranberry Township
US DEPT OF TREASURY
DEPARTMENT OF REVENUE SERVICES
CITY OF OLATHE
JOHNSON COUNTY TREASURER
CITY OF LEAWOOD
STATE OF KANSAS - ACCOUNTING SERVICES
City of Fort Worth
COUNTY OF FAIRFAX FIRE PREVENTION
BUTLER COUNTY TOURISM & CONVENTION BUREAU
IRS
ST CLAIR COUNTY COLLECTOR
Naperville Area Chamber of Commerce
City of Omaha
Park Ridge Chamber of Commerce
HOLMDEL TOWNSHIP
MT Lebanon PA
ST LOUIS POST-DISPATCH
STATE OF MICHIGAN
BATAVIA CHAMBER OF COMMERCE
State Corporation Commission
Camden County Regional Chamber of Commerce
Douglas County Nebraska
TOWNSHIP OF MILLBURN
County of Eaton
Secretary of State
Kansas Dept of labor
Nebraska Dept of Revenue
Virginia Labor Law Poster Service
Virginia Alcoholic Beverage Control Authority
GLENDALE CHAMBER OF COMMERCE, INC.
Connecticut Department of Revenue Services
Delaware Division of Revenue Bankruptcy Service
STATE OF FLORIDA - DEPARTMENT OF REVENUE
Illinois Secretary of State
Illinois State Treasurer
Kansas Dept of Revenue
State of Michigan
Michigan Dept of Treasury
Michigan Dept of Treasury
Missouri Department of Revenue
Nebraska Dept of Revenue
Nebraska Dept of Revenue
State of New Jersey
State of New Jersey
New York State Dept of Taxation and Finance
Attorney General of the State of Ohio
Ohio Dept of Taxation
Ohio Dept of Taxation
PENNSYLVANIA DEPARTMENT OF REVENUE
Pennsylvania Dept of Revenue
Texas Comptroller of Public Accounts
Virginia Department of Taxation
Wisconsin Department of Revenue
Wisconsin Department of Revenue

VILLAGE OF ALGONQUIN

Utilities

All States Bayshore Services
All Waste, Inc
Ameren IP
Ameren UE
American Electric Power
Armstrong
AT&T
AT&T Long Distance
AT&T Mobility
AT&T Teleconference Services
Atmos Energy
Black Hills Energy
Borough of Paramus
Brick Utilities Authority
Carroll Electric Cooperative Corp
Caseyville Township Sewer
Centurytel
Charter Communications Inc.
City of Dallas
City of Forth Worth
City of Garland
City of Garland
City of Geneva
City of Naperville
City of New Brunswick
City of Noblesville Wastewater
City of Olathe - Water
City of Park Ridge
City of Selma
City of Wheaton
Cloud 9 VolP
Columbia Gas of Ohio Inc
Columbia Gas of PA
Comcast
Connecticut Natural Gas Corp
Consolidated Communications of Pennsylvania Company
Constellation NewEnergy, Inc.
Consumers Energy
Corporate Services Consultant LLC
Cox Business
Cox Business 826
Cox Communications, Inc.
CPS Energy
Delta Township Treasurer
Direct Energy Business
Dominion Virginia Power
DTE Energy
Duckett Creek
Duke Energy
Dupage County Publicworks
Duquesne Light Co Inc

Dynegy Energy Services
East Farmingdale Water District
Elizabethtown Gas
Eversource
Exelon Corporation
Fairfax Water
Flood Brothers Disposal & Recycling Services
Florida City Gas
Florida Power & Light Company
Frontier Southwest Incorporated
GPB Waste OH-OH, LLC
Granite Telecommunications
Heartland Waste Solutions
Holmdel Township
HWStar Holdings Corp.
Indiana American Water
Jamaica Ash & Rubbish Removal Co
JCP&L
Jet Sanitation Service Corp
Johnson County Wastewater
Kansas City Power & Light
Kansas Gas Service
Keter Environmental Services, Inc
kmG Hauling, Inc
Laclede Gas
Lansing Mall Ltd Partnership
Lee's Summit Water Utility
Merchantville-Pennsauken Water Comm
Metro St. Louis Sewer District
Metropolitan Utilities District
Miami Dade Water & Sewer
Middlesex Water Co
Missouri American Water Co Inc
National Grid
New Jersey American Water
New Jersey Natural Gas
Nicor Gas
North Hudson Sewerage Authority
O'Fallon Water and Sewer Dept
Omaha Public Power District
Optimum
Paper Retriever of Texas
Parc Rittenhouse Condominium Association
Pennsylvania Power Company
Pete & Pete Container Service Inc
Philadelphia Gas Works
PRIII MA Naperville JV, LLC
PSE & G Co
PSEGLI
PWSD NO. 2 of St. Charles
Ramsey Board of Public Works
Ripple Glass LLC
Rockland Electric Co
Rogers Water Utilities
Roosevelt Field Water Department
San Antonio Water System

Sprague Operating Resources LLC
Stand Energy Corporation
Suez Water New Jersey
Sustainable Solutions Group, LLC
The Illuminating Company
Tiger Inc
Time Warner Cable
Time Warner Cable - Northeast
Time Warner Cable - San Antonio
TOG The O'Keefe Group, Inc.
Town of Babylon Solid Waste Management
Township of Cherry Hill - Sewer
Township of Cranberry
Township of Fairfield
Township of Parsippany - Water
Township of Woodbridge Sewer Utility
Tri-County Cooperative, Inc
UGI energy Services
UGI energy Services
United Water Bayonne
Value Choice, Inc.
Vectren Energy Delivery
Veolia Energy Philadelphia, Inc.
Verizon
Verizon 15124
Verizon 4648
Verizon 4833
Village of Algonquin
Village of Orland Park
Vogel Disposal Service Inc
Washington Gas
Waste Connections Lone Star, Inc
Waste Connections of Missouri
Waste Corporation of Missouri LLC
Waste Management
Waste Management Illinois METR
Waste Management of New Jersey Inc
Water Dist #1 Johnson Co
We Energies
We Energies
XO Communication LLC

Suppliers, Vendors, Contract Counterparties, and Other Parties in Interest

All Test Fire Protection
Amazon Payments, Inc.
American Express
Artrage
Berheimer
Bexar County Tax Assessor
Bitesquad
Bradley Dietz
Capital Insight LLC
Cashstar, Inc.
CIT Bank, N.A.
City Of Chicago

City Of Columbus
City Of Grand Rapids
City Of Kansas City
City Of Omaha
City Of Philadelphia
City Of Philadelphia
Cohn Reznick LLP
Comdata
Cook County Revenue Department
CT Department Of Labor
CT Department Of Revenue
Dallas County Texas
Deluxe For Business
Department Of Finance and Administration
Department of the Treasury
Dinova, LLC
Donlin Recano & Company, Inc.
Doordash
Favor
Florida Department of Business & Professional Regulation
Florida Department of Revenue
Garrison Investment Group LP
GLS Script Center
Grubhub Holdings, Inc.
Illinois Department of Employment Security
Illinois Department of Revenue
Indiana Department of Revenue
Jackson County Missouri
JB&A Real Estate & Tenant Development
John K Weinstein, Allegheny County Treasurer
Johnson County Kansas
Jordan Tax Service, Inc.
Kansas Department of Revenue
Kirkland & Ellis LLP
Kurtzman Carson Consultants LLC
Landis Rath & Cobb LLP
Mass Mutual
Miami Dade County
Michigan Department of Labor and Economic Opportunity
Michigan Department of Licensing and Regulatory Affairs
M-III Partners, LP
Missouri Department of Labor
Missouri Department of Revenue
MOBO Systems Inc. Db a Olo
Mr. Delivery
Nebraska Department of Labor
Nebraska Department of Revenue
New Jersey Division of Taxation
New York State Department of Labor
New York State Department of Taxation and Finance
Office of Unemployment Compensation
Ohio Business Gateway (Unclaimed)
Ohio Department of Job and Family Services
Ohio Department of Taxation
Paypal
Pennsylvania Department of Revenue

Piper Jaffray & Co.
Platte County Collector
Portswigger
Principal Life Insurance Company
Ramsey Borough Tax Collector
Realvnc Ltd.
Regional Income Tax Agency
Reliant Metro
St Louis County
State Of New Jersey Department Of Labor and Workforce Development
State Of Wisconsin
Tarrant County, Texas
TD Bank
Texas Alcoholic Beverage Commission
Texas Comptroller of Public Accounts
Texas Workforce Commission
Town of Hempstead
Township of Fairfield
Township of Glastonbury
Township of Woodbridge
Treasurer Hamilton County
Uber Eats
UMB Bank
US Bank
Virginia Department of Taxation
Virginia Employment Commission
West Virginia State Treasurer's Office
Wisconsin Department of Revenue
Worldpay
1-800-GOT-JUNK?
1ST CHECKS.COM, INC.
2658 ENTERPRISES INC
2CP, LLC
2M Ventures LLC
3 Stax Comercial Cleaning DFW
4 M Studios
4275 LLC
618 Spirits, LLC
747 NORTH WABASH AVE APTS INVESTORS LLC
96-OP PROP LLC
A BOMMARITO WINES INC
A Closer Look LLC
A New Dairy Co
A&D Booth Company
A&D Microwave Ovens Services Corp
A&E Heat & Cool, LLC
A&E MICROWAVE SERVICES, INC.
A&F Fire Protection Co Inc
A&H Mechanical Contracting Inc
A&M Power Washing & Maintenance
A. Maestranzi Sons Knife Services, LLC
A.I.S. COMMERCIAL PARTS & SERVICE
A-1 SEWER & SEPTIC SERVICE
AA FIRE EQUIPMENT CO INC
A-Apollo Sewer
Aaron D. Linscheid

Aaron Hendra
ABC Liquor
ABC Restaurant Supplies & Equip
ABCO Fire Protection
Abdullah Motiwala
Abiding Locksmith & Door Service, LLC
Absolutely Fresh Seafood Co. Inc.
ABT Design & Fire Protection
Accelerated Services Inc
Accent Advertising
ACCENT ADVERTISING INC
Accent Special Event Rental
Accounting Principals, Inc.
ACCOUSTICAL CEILING SAVERS, LLC
ACCUCHEM CLEANING & RESTORATION
Ace Fire Equipment Company, Inc
ACE MART RESTAURANT SUPPLY CO
Acevedo Lawn Care & Supply LLC
ACS SUPPORT - STOP 5050
ACTION DELIVERY INC
Adams Burch LLC
Adams Fire Protection Inc
ADELMAN
ADELPHIA PLUMBING & HEATING CORP
ADMIRAL LINEN & UNIFORM SERVICE
Adreline Productions LLC
ADVANCED FIRE INC
ADVANCED LIGHTING & SOUND INC
Advanced Lighting & Sound Inc
Advantage Gas Service
Advertising Boelter & Lincoln Milwaukee, Inc.
Affordable Plumbing & Sewer LLC
Affordable Pumping Services
AFLAC WWHQ
AIR FILTER ENGINEERS USA LLC
Aire-Master of the Valley
Airgas Inc
AIRGAS NATIONAL CARBONATION
Airgas Southwest
ALAN MCCURDY
ALAN PLUMBING AND CO INC
Alert Locksmiths Inc
ALGONQUIN CHAMBER OF COMMERCE
ALICIA MICHELLE AUSTIN
Alison E. Root
ALL ABOUT COMMUNICATIONS
ALL ABOUT SPORTS
All American Sewer Service II Inc
ALL AROUND LANDSCAPING, INC
All Commercial Signs and Graphics, Inc.
All County Pavement Maintenance Inc
All Dade Plumbing Inc.
ALL DONE UPHOLSTERY INC
ALL SEASONS PARTY RENTAL
ALL STATES BAYSHORE SERVICES
All Systems Go

ALL TEST FIRE PROTECTION
ALL TEST SERVICE SOLUTIONS LLC
ALL TYPES ELEVATORS, INC.
ALL WASTE, INC
All Weather Inc
ALLAN DOMB REAL ESTATE
ALLAN S GOODMAN
ALLEGHENY COUNTY HEALTH DEPT
ALLEGIANT SERVICE GROUP, INC.
ALLEGIS GROUP HOLDINGS
All-Flo Plumbing LLC
ALLIANCE BEVERAGE DISTRIBUTING LLC
Alliance Landscape Company LLC
Alliance Mechanical Service
Allied Beverage Group
Allied Construction Services
Allied Fence & Security of Kansas Corp
ALLIED INTERSTATE LLC
ALLSTATE FIRE CO
Alpha Media
ALSCO
Alvarez Upholstery
Alyson Peeler Kavanaugh
Amanda Enterprises LLC
AMAZON CAPITAL SERVICES
AMAZON PAYMENTS, INC
AMBROSI BROS CUTLERY CO
AMEREN IP
AMEREN UE
American Bankers Insurance Co
American Cancer Society
American Cleaning Service Group Inc
AMERICAN ELECTRIC POWER
AMERICAN EXPRESS
American Integrity Restoration
American Power Cleaning of NJ Inc
American Power Cleaning of NJ Inc dba Kitchen Power Cleaning of A
American Residential Services LLC
AMERIPARK, LLC
AMY J. FRESHWATER
ANDERSON ERICKSON DAIRY
ANDREA LEA, AUDITOR OF STATE
Andrew Bailie
ANDREW FENTON
Andrew Jones
ANDREW W. STINSON
Andrews Dist Co NT Dallas
Andy on Call
Angelo DiMeglio
ANSWER KANSAS CITY
Anthony R Weir
ANTONIO ORIGLIO INC
Antonio Roberto Alvarez
AON RISK SERVICES CENTRAL INC
Aon Risk Services Central, Inc.
Apec Services LLC

Apis Business Intelliance LLC
Apollo Sewer & Plumbing
APPROVED FIRE PROTECTION COMPANY
Aqua Quality Water systems
Aramark Uniform & Career Apparel Group, Inc
Arbor Development LLC
Armstrong
ARMSTRONG TEASDALE LLP
Arnold s Safe & Lock Co Inc
Arnold Scott Harris, P.C.
Artisan Menu Covers, LLC.
Artisan Specialty Foods, INC.
ARTRAGE
Art's Refrigeration Inc
Asbury Park Press
ASCAP
ASGN Incorporated
Asheer Akram LLC
ASPEN LIMITED INC
Associated Water Conditioners Inc
ASUME
AT&T
AT&T Long Distance
AT&T Mobility
AT&T Teleconference Services
ATC Investors
A-TECH COMMERCIAL PARTS & SERVICE INC
Atlantic Construction Enterprises LLC
Atlas Locksmiths
ATMOS ENERGY
Austin Forrest
Auto Chlor System NY
AUTO OWNERS INSURANCE COMPANY
Auto-Chlor System NJ
Auto-Chlor System PA
Automatic Printing Co
AVERUS, INC.
AVIS RENT A CAR SYSTEM INC
AZTEC GRILL (AMERICA'S WOOD GRILL INC)
B NELSEN SERVICES
B&B Landscape LLC
B&G STAINLESS WORKS, INC.
B&X Enterprises, Inc.
Babcock's Appliance Repair
BADGER LIQUOR CO INC
BAKER STREET BREAD CO INC
BAKERY DE FRANCE
BALFORD FARMS
Baltazar Perez
Bananas Restoration Inc
Bardia Plumbing & Heating LLC
BARNESCARE
Barrington Area Animal Rescue & Kennels
Bassetts Ice Cream Company, Inc.
BATAVIA CHAMBER OF COMMERCE
Baxter Softshell Crabs Inc

BAYSHORE SHOPPING CENTER PROPERTY OWNER LLC
BC ADVANTAGE SERVICES LLC
BCD AWNING SPECIALISTS INC
Be The Change Revolutions, LLC
BeavEx Inc
BECHER-SCHMIDT VSA INC
BECKETT FARMS LLC
BEECHWOOD SALES & SERVICES INC
BEER CAPITOL DISTRIBUTING INC
BEN E KEITH CO
Ben E. Keith Beers
Benjamin C Northcutt
Benjamin Ryan Pieper
BERHEIMER
BERTARELLI CUTLERY INC
BESTAR, LLC
Bethany Associates
Better Ingredients Inc
BEVERAGE DISTRIBUTORS
BEVERAGE ENGINEERING OF OHIO
BEVERAGE SOLUTIONS
BEXAR COUNTY
BEXAR COUNTY TAX ASSESSOR
BFA Foodservice Equip & Supplies
Bi-County Scale & Equipment Co LLC
Bio Kleen Technologies Inc
BirthdayPak of Central NJ/Bucks Cty PA
BITESQUAD
BJN INC
BLACK DIAMOND PLUMBING & MECHANICAL, INC.
Black Hills Energy
Blaine R Davis
Blast Masters INC
Blitt & Gaines
Blue Cross and Blue Shield of Kansas City
BLUE RIBBON PRODUCTS CO.
BLUES SOCIETY
BNC INC
BOB'S SEAFOOD INC.
Boening Bros Inc
Boleh Enterprise Inc
Borden Dairy Company
Borough of Hasbrouck Heights
Borough of Paramus
Borough of Ramsey
Boston Square Lock & Key Inc
BOWA Carpet Cleaning
BrackinSchwartz PLLC
Bradley Dietz
Brannan Holdings LLC
BRASS TAP BEVERAGE SYSTEMS INC
BREAD BY NISHON, INC.
BREAKTHRU BEVERAGE ILLINOIS, LLC
BREAKTHRU BEVERAGE WISCONSIN-ON PREMISE LLC
Brenda Rios Best
Brenda Rios Best EXP

BRENTWOOD DIST CO INC
BRESCOME BARTON INC
Breton Village LLC
BRIAN D PRATT
Brian E Hariston
Brian Freeman
Brian R. Kovacs
Brick Utilities Authority
BRIDGEWATER REALTY LLC
Bridgewater Twp Health Dept
BrightView Landscape Services Inc
Brilliant Electric Sign Co., Ltd
BRINKS, INC
Brink's, Incorporated
BRINKS,INC
BROADCAST MUSIC INC
BROOKE RENTAL CENTER
BROOKLYN SLATE COMPANY LLC
Brothers Line Cleaning Serv Inc
BROTHERS PRODUCE OF AUSTIN
BROTHERS PRODUCE OF DALLAS
BROWN DISTRIBUTING COMPANY, INC.
BROWN SPRINKLER CORP
Bruce Bonham
Bruce Burnelli
Bruce G Earnhart
BRUCE PIEKARSKY
Bryan Cave Leighton Paisner LLP
Bureau of Boiler and Pressure Vessel Comp
Burno Services
Burns and Scalo Roofing Co., Inc
Butcher on the Block Meat & Deli, Inc.
BUTLER & ASSOCIATES PA
BUTLER COUNTY TOURISM & CONVENTION BUREAU
C&C PRODUCE INC
C&C SALES, INC.
C-6 Disposal Systems INC
CAD CONTRACTING INC.
Callis Professional Services LLC
Calvin M Robol
Camden County Regional Chamber of Commerce
Camden County Treasurer
Campbell Fire Protection Inc
CANELLE DEVELOPMENT CORPORATION
Canopies Events with Distinction
CANTEEN REFRESHMENT SERVICES
CAPARCO THREE INC & DP OLIVE BLVD LLC
CAPITAL CONTRACTORS INC
Capital Insight
CAPITAL OFFICE SUPPLY INC
Capital One Bank
Capitol Awning Co Inc
Capitol District Hotel, LLC
CAPITOL HUSTING
CAPTIVE AIRE SYSTEMS INC
CARBON'S GOLDEN MALTED

CARDFACT IV, LTD
CARDLYTICS, INC
CARE NOW
Carrco
CARRCO
Carrington, Coleman, Sioman & Blumenthal LLP
CARROLL ELECTRIC COOPERATIVE CORP
CASEYVILLE TOWNSHIP SEWER
CASHSTAR, INC
CATO CORNER FARM, LLC
CAVALIER DISTRIBUTING CO. INC
CAVALIER DISTRIBUTING INDIANA LLC
CAVALIER SPIRITS LLC
Cavanaugh s Inc
CBIZ Benefits & Insurance Services INC
CBIZ MHM, LLC
CBL-T-C, LLC
CBL-T-C,LLC
CCH Incorporated
CDW DIRECT LLC
CEILING CLEAN INTL INC
Centegra Occupational Medicine
CENTRAL BEVERAGE GROUP
Central Business Systems
CENTRAL STATES BEVERAGE CO
CENTRAL STATES BEVERAGE COMPANY OF KANSAS
CENTRAL STATES SERVICES, INC.
Certified Professional Repairs Inc.
CFP HOLDING CO
CHALLENGE ENTERTAINMENT MISSOURI LLC
Chantler Duplantier
CHAR CRUST INC
CHARLES ANDREW MACKINNON
Charles Barath
CHARTER COMMUNICATIONS INC
CHBCS Holding LLC
CHECK MATES CONFECTIONERY CO
Cheer Force Athletics
CHEF WORKS INC
CHELSEA BEACH
CHERIE MEYER
Cherry Hill Retail Partners
Cherry Hill Township
Cheryl Rinovato
Chesterman Co.
CHET'S LOCK & KEY, INC
CHIC A'DEES TROPHY & ENGRAVING INC.
CHICAGO BEVERAGE SYSTEMS
Chicago Hygiene I Corp
CHICAGO WICKER TRADING CO
Chicagoland Beverage Co.
Chicagoland Restaurant Equipment Service Inc
Child Support Enforcement Agency
Christopher Henry
Christopher M. Johnson
CHRISTOPHER MILES

Christopher Schwendeman
Christopher Villasenor
Churchill Linen Services
CINTAS
CINTAS #14 INC
CINTAS #145
CINTAS #304
Cintas Corporation
CINTAS CORPORATION NO 2
CINTAS FIRST AID INC
CINTAS INC #031
Circle Center Grade School PTO
Circuit Clerk
CIRCUIT CLERK
CIRCUIT COURT OF JACKSON COUNTY
CIT BANK, N.A.
CITY BEVERAGE MARKHAM
CITY BEVERAGES
CITY FISH MARKET INC
City of Bayonne
City of Bayonne Liquor
CITY OF CHICAGO
CITY OF CHICAGO DEPT. OF BUSINESS AFFAIRS & LICENSING
CITY OF COLUMBUS
CITY OF CREVE COEUR
City of Dallas
CITY OF DE PERES
CITY OF DES PERES
CITY OF FAIRVIEW HEIGHTS
CITY OF FAIRWAY
City of Fort Worth
City of Garland
CITY OF GENEVA
CITY OF GRAND RAPIDS
City of Grand Rapids Treasurer
CITY OF KANSAS CITY
CITY OF LEAWOOD
CITY OF LEE'S SUMMIT
CITY OF LIVE OAK
CITY OF NAPERVILLE
City of New Brunswick
CITY OF NOBLESVILLE WASTEWATER
CITY OF OLATHE
CITY OF OLATHE - WATER
City of Omaha
CITY OF OVERLAND PARK
City of Park Ridge
CITY OF PARKRIDGE
CITY OF PHILADELPHIA
City of San Antonio
CITY OF SELMA
CITY OF WHEATON
CITY TREASURER
CITY TREASURER LICENSE SECTION
Citywide Sewer & Drain Service Corp
CKL CORPORATION

Clare Rose Inc
Clark Foods Inc
CLARK QUINN MOSES SCOTT & GRAHN LLP
Clark Service Group INC
Clean Tap
CLEAN WINDOWS & MORE, INC
Cleaner Image Enterprises Inc
Clear Beer Draft System, Inc
CLEAR IMAGE INC
Clemcla Realty Corp.
Clerk of District Court of Johnson County
CLERK OF HAMILTON COUNTY
Cleveland Fish & Seafood
Cleveland Municipal Court
Cliffhanger Productions Inc
Clint Hoover
Cloud 9 VoIP
Clyde Callicott Jr.
Coast Linen Services
COCA COLA BTLG OF MID AMERICA
COCA-COLA BOTTLING CO
COCA-COLA REFRESHMENTS USA
Coca-Cola Refreshments USA, Inc.
COCA-COLA USA
COHEN SILVERMAN ROWAN LLP
COHN REZNICK LLP
COIT CLEANING AND RESTORATION
Collins Plumbing & Jettling, Inc.
COLUMBIA GAS OF OHIO INC
COLUMBIA GAS OF PA
COLUMBUS DISTRIBUTING CO
COMC Property Owners Association Inc
COMCAST
Comcast
COMDATA
COMMERCIAL APPLIANCE REPAIR INC
COMMERCIAL EQUIPMENT SERVICES CO
COMMERCIAL FOODSERVICE REPAIR
Commercial Kitchen Services Inc.
COMMERCIAL PARTS & SERVICE
COMMERCIAL SALES INC
Commissioner of Health Services
COMMONWEALTH OF PA
Confluence Graphics, Inc.
CONNECTICUT DISTRIBUTORS
CONNECTICUT NATURAL GAS CORPOR
Connecticut Shellfish Company
CONNECTICUT-CCSPC
CONQUEST FINANCIAL MANAGEMENT CORP
CONSOLIDATED COMMUNICATIONS OF PENNSYLVANIA COMPANY
Constangy Brooks, Mith & Prophete LLP
Constangy, Brooks, Smith & Prophete LLP
Constellation NewEnergy, Inc.
CONSUMERS ENERGY
CONSUMERS PACKING COMPANY
CONTINENTAL/GALLERIA LP

CONVENTION & VISITORS BUREAU OF GREATER KC
COOK COUNTY REVENUE DEPARTMENT
Coravin Inc.
Corepoint TRS LLC
CORNERSTONE COMMUNICATIONS INC
Corporate Services Consultant LLC
Corporation Service Company
Country Clean Inc
COUNTY BEVERAGE COMPANY
County of Eaton
COUNTY OF FAIRFAX FIRE PREVENTION
COURT OFFICER KAVANAGH
COVERALL OF COLUMBUS INC
Cox Business
COX BUSINESS 826
COX COMMUNICATIONS, INC
Cox Communications, Inc.
COZZINI BROTHERS INC
CPS ENERGY
Cranberry Township
Crawford Mechanical
CRAWFORD SALES CO
Cream Wine Company, LLC
Cream-O-Land Dairy Inc.
Creative Community Living of CT, Inc
CREATIVE CONSUMER CONCEPTS INC
CREVE COEUR-OLIVETTE CHAMBER OF COMMERCE
Creve Coeur-Olivette Chamber of Commerce
Cross Ventures Inc.
Crown Linen Service Inc
Crown Trophy - River Edge
Crystal Heating and Cooling Services INC
CT Corporation
CT DEPARTMENT OF LABOR
CT DEPARTMENT OF REVENUE
CT STATE FRATERNAL ORDER OF POLICE
CUISINE SOLUTIONS INC
Culinaria
CULLIGAN DUPAGE SOFT WATER SERVICE INC
CULLIGAN OF CEDARBURG
Culligan of Greater Kansas City
CULLIGAN OF GREATER KANSAS CITY
CULLIGAN WATER CONDITIONIN INC
CULLIGAN WATER CONDITIONING
CULLIGAN WATER OF GRT KANSAS/TOPEKA
CUSTOM COLOR CORPORATION
CUSTOMER ASSET CONSULTING GROUP, INC.
D & B POWER ASSOC INC
D & D Perfection Irrigation Inc
D Lariat D Enterprises, Inc
D&G ENTERPRISES LLC
D&J Garcia Services Inc.
D&S VENTURES OF KS LLC
DALLAS COUNTY TEXAS
DAN HENRY DISTRIBUTING
Daniel Bubien

Daniel Bubien
Daren Hickman
DARLING INTERNATIONAL INC
DARLING INTERNATIONAL INC
DAS INTERIORS INC.
Dave Epstein
Daves Supermarkets Inc
DAVEY INVESTMENTS, INC
David Bain
David Benson
David Bowling
David Dobbs Enterprises Inc.
DAVID FRAWLEY
DAVID FRENCH
David Iglar
DAVID MALOOT
David Zuidema Inc
Davis Creative Service LLC
DBJR MARKETING LLC
DC Child Support Clearinghouse
Deborah Holly Pace
DEE ZEE ICE LLC
DELAU FIRE & SAFETY INC
Delmar Deli Provisions LLC
Delmar Enterprises Inc
DELTA FLOWERS INC
DELTA GASES INC
Delta Safety Systems Inc
DELTA TOWNSHIP TREASURER
DELUXE FOR BUSINESS
DEPARTMENT OF AGRICULTURE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
DEPARTMENT OF FINANCE AND ADMINISTRATION
DEPARTMENT OF REVENUE SERVICES
DEPARTMENT OF THE TREASURY
Deposition Solutions LLC
Design Technologies
DESIGN TEMPERATURE CORP
DETROIT COLUMBIA PROPERTIES LLC
DINOVA, LLC
Direct Energy Business
Direct Energy Business
DIRECT TV
Direct TV
DIRECT TV IL
Discovery Benefits
District Cler, Guadalupe County
DIV CRANBERRY LLC
DIVISION OF HOTELS & RESTAURAN
DMC Service, Inc
DMC SERVICES, LLC
DNB Electrical Contracting Inc
DNN Corp
DOMINION ELECTRIC SUPPLY, CO.
DOMINION VIRGINIA POWER
DON LEE DISTRIBUTOR, INC

Donald E McGuirk
Donald X. Clavin, Jr., Receiver of Taxes
DONLIN RECANO & COMPANY, INC.
DOOR SYSTEM INC
DOORDASH
DOORS DONE RIGHT, INC
Douglas County Nebraska
DOVER GREASE TRAPS, IN
DR VINYL ENTERPRISES LLC
Dr. Woods
DREW GABE HOPKINS
DTE ENERGY
DTOM Enterprises Inc
DUBUQUE RACING ASSOCIATION MYSTIQUE CASINO
Duff & Phelps, LLC
DUKE ENERGY
DUNBAR ARMORED INC
DUPAGE COUNTY PUBLICWORKS
DUQUESNE LIGHT CO INC
Dwight Deloatch
Dylan August
Dynergy Energy Services
E & B CARPET CLEANING INC
E GOODWIN & SONS INC
E&K of Omaha Inc
E.B. O'Reilly Servicing Corporation
E.C. ROBINS INTERNATIONAL
EARTH BIO TECHNOLOGIES
Earthtek, INC
East Farmingdale Water District
ECHO KINGSDALE, LLC
Ecolab
ECOLAB (CENTER NORTH) INC.
ECOLAB FOOD SAFETY SPECIALISTS
ECOLAB INC
ECOLAB PEST ELIMINATION
Ed Tribout, Inc
Edgar Espinoza
Edgewater Residential Newspaper
EDWARD DON & COMPANY INC
Edward Occupational Health
EEC Acquisition LLC
EHS MANAGEMENT GROUP OF FL, INC.
EJCJ.LLC
Elders' Helpers LLC
Electronic Office Systems
ELGIN BEVERAGE
Elizabethtown Gas
Elliot Food Equipment, LLC
EMERALD RESTORATION & CLEANING SERVICES, LTD
Emergency Ice LLC
EMERGENCY ICE, INC
Emergent Care Plus, LLC
Empire Merchants
Empire Merchants
Encore One, LLC

Enterprise Rent-A-Car
Epilepsy Foundation of Michigan
Ergo Desktop LLC
Erikca Vasquez
ERMC, LLC
Ervin & Smith Advertising and Public Relations, Inc.
Erwin Mielke
Escal Institute of Advanced Technologies INC
Esquire Deposition Solutions, LLC
EUCLID BEVERAGE INC
Euclid Glass & Steel Door, INC
Eugene G Morgan
EURO GOURMET INC
Euro Plumbing and Sewer LLC
Evans Investment Group
Eversource
EVM Services,INC
EWA STEC
Exact Prowash INC
EXCEL LINEN SUPPLY INC
EXELON CORPORATION
Expert Building Service
EXPRESS SIGNS INC
EXQUISITE VALET, INC.
EXTRA SPACE MANAGEMENT INC.
FABULOUS FISH CO
FACEBOOK
FACTORY GRINDING SERVICE INC
FAIRFAX GEN DISTRICT COURT-TRAFFIC
FAIRFAX WATER
FAIRFIELD LAND I LLC
FAIRWAY RESTAURANT GROUP, LLC
FALCON REALTY ADVISORS
FALVEY LINEN & UNIFORM INC.
FAMILY SUPPORT PYMT CENTER
FARM TO MARKET BREAD CO INC
FASTSIGNS
FAVOR
FBG CORPORATION
Fed Ex
FEDERAL EXPRESS
Federal Realty Investment Trust
FedEx Kinko's
Fedway National Accounts
Felix Castillo
FGS USA inc
FIRE FIGHTER SALES & SERVICE
Fire King Commercial Services LLC
Fire Prevention Division
Fire Safety Cleaning Corp
FireGuard, Inc.
FIREKING SECURITY PRODUCTS, LLC
FISH BOWL INC
Fish Window Cleaning
FISH WINDOW CLEANING
Fish Window Cleaning

FISH WINDOW CLEANING, INC
Fisher Window Cleaning, LLC
FIVE STAR REFRIGERATION, INC.
Five Star Valet Inc.
FL DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION
FLAHERTY & O'HARA PC
FLAME GRILLING PRODUCTS, INC
FLOOD BROTHERS DISPOSAL & RECYCLING SERVICES
FLORIDA CITY GAS
FLORIDA DEPARTMENT OF REVENUE
FLORIDA POWER & LIGHT COMPANY
FLORIDA SEATING
FLORIDA STATE DISBURSEMENT UNIT
Flow Tech Air Conditioning Corp
Foliage Design Systems of Chicago, Inc.
FOOD AND DRINK RESOURCES
FOOD EQUIPMENT SERVICE
FORD HOTEL SUPPLY CO INC
Forte KC LLC
FORTUNE FISH
FORTUNE FISH COMPANY INC
FOUNDATION OF FOOD PROCESSING SUPPLIES ASSOCIATION
FOUR JS FAMILY LLLP
FOWLER & HUNTTING CO INC
FOX DEVELOPMENT CORPORATION
Fox Valley Deals, Inc
FOX VALLEY FIRE & SAFETY INC
Fox Valley Helping Paws Animal Welfare Assoc.
Frank A. Paul
Frank Marotta
FRANKLIN COUNTY MUNICIPAL COURT
FRANKLIN HEATING & REF INC.
FRANKLIN MACHINE PROD INC
Franklin Machine Products Inc
Fred Delu
FRED W FAUST
FREDERICK E TAYLOR
Fredrick D Dowe
FreshStep Cleaning Services
Frontier Southwest Incorporated
Gabriel Dumitrescu
Gallo Wine Sales of NJ Inc
GAR PRODUCTS INC
GARAVENTA USA
GARDA CL CENTRAL INC
Garland Fire Systems Inc
GARLEN INC
GARRISON INVESTMENT GROUP LP
Gary LaPelusa
Gary Prisby
Gaskets Rock International, Inc
GASKETS ROCK OF CENTRAL OHIO LLC
Gather Technologies Inc
GEARHARTS UPHOLSTERY
GECKO HOSPITALITY
Geechie Boy Markey & Mill

GEER GAS CORPORATION
GENERAL BEVERAGE SALES
General Fire and Safety Equip Co of Omaha
GENERAL LANDSCAPING
GENERAL PARTS,INC
GENEVA CHAMBER OF COMMERCE
Gentle Harvest Management LC
George Herbert, Court Officer
George Kalantzis
GEORGE L WELLS MEAT CO INC
Georgia Office of Secretary of State
Gerald Guzman
Gerald Len McDonald
GET FRESH PRODUCE INC
GFS MARKETPLACE NORTH AMERICA
GIBBS TECHNOLOGY CO
Gil's Sales Company
GIRI CORPORATION
Girl Scouts of Northern Illinois
GISELLE BROWN REALTY LLC
Glastonbury MZL LLC
Glazer's Dist. of KS, Inc.-BR109
GLAZERS DISTRIBUTION OF OHIO
GLAZER'S MIDWEST-KC 156
GLAZER'S MIDWEST-KC 162
GLAZER'S MIDWEST-KC 825
GLAZER'S MIDWEST-MISSOURI INC
Glazer's Wholesale Dist
GLAZER'S WHOLESALE DRUG CO.
GLAZER'S, INC. (AR)
GLENDALE CHAMBER OF COMMERCE, INC.
GLI DISTRIBUTING
GLIMCHER PROPERTIES L.P.
GLOBAL COMPLIANCE INC.
GLOBAL MICROWAVE SERVICE
Global Music Rights LLC
GM Construction
GO GASKET GO, LLC
GODADDY
GOETTLER DISTRIBUTING, INC.
GOLD COAST DISTRIBUTORS
GOLDEN BEAR LOCK & SAFE INC
GOLDEN EAGLE INC
GOLDEN-GLO CARPET CLEANIN INC
GOOD NEIGHBOR MAINTENANCE INC.
Goodwin & Associates Hospitality Services, LLC
Goodwin Procter LLP
GORDON FOOD SERVICE INC
Gordon Food Service Store LLC
GORDON PLUMBING, INC
GPB Waste OH-OH, LLC
Grainger
Grand Butcher LLC
Grandmas Office Catering, LLC
Granite Telecommunications
GREASE MASTERS, LLC

Great American Trucking
Great College Towns LLC
GREAT LAKES FIRE AND SAFETY
Great Lakes Wine & spirits
GREATER MIAMI CONVENTION & VISITORS BUREAU
GREATER OAK BROOK CHAMBER OF COMMERCE
Greater Omaha Refrigeration
Green Clean Illinois
GREEN MOUNTAIN, LLC
GREEN OUTDOORS
GREENSHADES SOFTWARE INC
GREENWICH INC
GREENWOOD ENERGY SOLUTIONS LLC
GREGORY F.X. DALY, COLLECTOR OF REVENUE
GREY EAGLE DIST INC
GROUP RAISE INC
GRUBHUB HOLDINGS, INC
Guarantee Electrical Construction Company
GUARDIAN FIRE PROTECT INC
GUY M JENSEN, COURT OFFICER
Hackensack High School Athletics
HACKS KEY SHOP INC
HALPERNS PURVEYORS OF STEAK AND SEAFOOD
HAMCO KANSAS CITY INC
HAMCO ST LOUIS INC
HAMILTON COUNTY TREASURER
HAMILTON TC, LLC
Handa Enterprises Inc
HAPCHUK INC
Happy Chef Inc
HARCO, LLC
Harmon Meadow Owner LLC
Harrison's Poultry Farm Inc.
HARTFORD DISTRIBUTORS INC
Hartie's Touch LLC
HARTLEY & PARKER LTD INC
Hawaiian Fresh Seafood
Hawroniak Electric LLC
HAYES BEER DISTRIBUTING COMPANY
Hayt, Hayt, & Landau P.L.
Hearth Microwave Oven Service Corp.
HEARTLAND COCA-COLA BOTTLING COMPANY LLC
HEARTLAND WASTE SOLUTIONS
HEB GROCERY COMPANY LP
HEIDELBERG DIST. CO.
HEIDEN PLUMBING COMPANY INC
HELGET GAS PRODUCTS INC
Helium Plus
Hemingways/The Farmers Cow
HENRY A FOX SALES
Henry Booth
Heriberto Ortiz Jr.
HERITAGE FOOD SERVICE
HERITAGE HOUSE WINES INC
HERITAGE WINE CELLARS,LTD
HERMES COMPANY INC

HERSHEY ENTERTAINMENT & RESORT
HERSHEY ENTERTAINMENT & RESORTS
High End Uniforms, Inc.
High Grade Beverage
HIGHER EDUCATION STUDENT ASSIS
Highland Baking Co.
Hiland Dairy Foods Company, LLC
Hilco Real Estate, LLC
Hill Country Dairies, LLC
Hirschman Realty Management LLC
HOA WINDOW CLEANING
HOBART CORPORATION
Hobart Service
HOCKENBERGS EQUIPMENT AND SUPPLY COMPANY INC
Holbon Holdings LLC
Holmdel Commons, LLC
HOLMDEL TOWNSHIP
HOME DEPOT
Homer's Ice Cream
Hoodmasters, Inc
Hoodz of North Dallas
HOP & WINE BEVERAGE LLC
HOPKINS GREASE CO
HORNSBY CONSULTING, LLC
Horrocks Farm Market Inc
HOSMER MOUNTAIN BOTTLING CO
HOSPITALITY MINTS
HOUSE BROTHERS PLUMBING CONTRACTORS
HOVEY WILLIAMS LLP
HS HERITAGE INN OF COLUMBUS OPCO
Hubbard Broadcasting, Inc.
HUERTA CONSTRUCTION REMODELING AND CLEANING LLC
HUGHES CUSTOM FIRST AID & SAFETY LLC
Hunterdon Brewing Company
HUNTINGTON ELECTRIC INC.
HWStar Holdings Corp.
Hygiene Linen Supply
ICE-MASTERS
IDEAL HEATING, AC & REFRIGERATION, INC
IL OFFICE OF STATE FIRE MARSHALL
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
ILLINOIS DEPARTMENT OF REVENUE
ILLINOIS LIQUOR CONTROL COMMISSION
IMPACT PAPER & INK
Imperial Bag & Paper
INDIANA ALCOHOLIC TOBACCO COMMISSION
Indiana American Water
INDIANA DEPARTMENT OF REVENUE
Indiana Wholesale Wine & Liquor Company, Inc.
Indianapolis Direct Mail
Industrial Door, Incorporated
INDUSTRIAL KITCHEN PARTS CORP
INDUSTRIAL STEAM CLEANING OF NJ Inc
INDUSTRY SUPPLY & SERVICES, LLC
INFINITY SIGNS
Infinium Air Conditioning and Refrigeration LLC

INNOVATIVE SRVCE SOLUTIONS INC
INSTANTWHIP-BALTIMORE INC
Intelligent Business Solutions Midwest LLC
International Beverage Co. LLC
INTERNATIONAL GOURMET FOODS INC
INTERPARK
INTERWINE, INC.
INVENTRUST PROPERTIES CORP
IPFS Corporation
IRON MOUNTAIN
IRS
IZZY'S ESPRESSO SERVICE INC
J & C Irrigation
J & H Dinettes & Upholstery Inc
J & M Maintenance And Repairs Corp
J AMBROGI FOOD DISTRIBUTION INC
J B FINE FOODS INC
J Jammal Upholstrey & Interior Design
J S PALUCH CO INC
J&B Services
J&H Dinettes & Upholstery Inc
J.E.R.A. INC.
Jackson County Collector
JACKSON COUNTY MISSOURI
Jacobson Fish Co.
JAKES Industrial, Inc
Jamaica Ash & Rubbish Removal Co
James Forbes
James R Addlespurger
JANICE FOSTER
JANSSEN GLASS & DOOR LLC
Jason Boros
JAYSHREE HOLDINGS INC
Jayshree Holdings Inc
Jayshree Holdings Inc
JBK Group Inc
JC LOVE INSTALLATIONS INC
JCP&L
JDL INVESTMENTS
JDS Mechanical
Jeff LaMarre
Jeffrey Davis
Jenkintown Building Services
JERRY DAVIS INC.
Jersey Draught LLC
Jersey Elevator Co Inc
Jersey Paper Plus
Jesse Mark Guerrero
JESUS J MALACARA JR
Jet Sanitation Service Corp
Jim Jammals
Jim Leach
JIM'S LOCK & SAFE SERVICE
JL Hearn Plumbing, Inc
JMS ELECTRIC INC
JMS Electric Inc.

JNK GASKET GUYS
John Burgh
JOHN K WEINSTEIN, ALLEGHENY COUNTY TREASURER
John Kirsch
JOHN MARSHALL
JOHN MEESEY
John Perales
JOHN'S LOCK SHOP
JOHNSON BROS BEVERAGE INC
Johnson Brothers of Nebraska, LLC
JOHNSON COUNTY KANSAS
JOHNSON COUNTY TREASURER
JOHNSON COUNTY WASTEWATER
JOHNSON WATER
JORDAN TAX SERVICE
JORDAN TAX SERVICE, INC
Jorge Eduardo Alvarez
JOSE NAPOLES
Jose Perez
JOSEPH BELAN
JOSEPH HAZINSKY
Joseph J. Yugovich
JOSEPH MULLARKEY DISTR INC
Joseph P. Fascetta
Joseph Pinchotti III
Joseph R Munroe
Joseph R Thompson
Joseph Sweeney
JOSEPH V POSKIN IV
Josephs Law Partners LLC
Josh Rother
Jostle Corporation
JRC INVESTMENTS, LLC
JSM At Brick LLC
JTECH Communications Inc, an HME Company
JUAN C. VASQUEZ
JUDE HOLDINGS LLC
Julian D. Stallworth
Julian Speer Co
Julian Speer Company
JUST WINDOWS INC
Justin Wade Smith
JUSTRITE RUBBER STAMP CO INC
K Jett Services, LLC
K&S Cutlery LLC
K&S Pressure Washing
K2D Inc
KABAM LLC
Kahrs Law Offices, P.A.
KANSAS ALCOHOLIC BEVERAGE CONTROL
KANSAS CITY CONVENTION & VISITORS ASSOC
KANSAS CITY HEALTH DEPARTMENT
KANSAS CITY POWER & LIGHT
KANSAS CITY TRANSPORTATION GROUP
Kansas City Young Audiences Inc
KANSAS DEPARTMENT OF LABOR

KANSAS DEPARTMENT OF REVENUE
KANSAS DEPT OF AGRICULTURE
Kansas Dept of labor
KANSAS GAS SERVICE
KANSAS STATE TREASURER
Karen Slavin
Karlsburger Foods, Inc.
KaTom Restaurant Supply Inc
Katrina Kibben
KAZOO MARKETING LLC
KC LIVE BLK 139 RETAIL,LLC
KCLP INC
KEANY PRODUCE CO.
Kellermeyer Bergensons Services, LLC
Kellywood LLC
KEN W JOHNSON
Kenneth J Gilder
Kent Taylor
KENTON BROTHERS INC. SYSTEM FOR SECURITY
Kerostes Theatres
KETER ENVIRONMENTAL SERVICES, INC
KEVIN PIKE
Keymasters of Greater Omaha, Inc.
Kiara L Williams
Killala LLC
Kimball & Thompson Produce Co. Inc.
KIMBROUGH FIRE EXTINGUISHER CO. INC.
Kirkland & Ellis LLP
Kitchen Power Cleaning of America LLC
KJ Electric Co INC
KJOS RESTAURANT GROUP
Klabunde Delivery Services Inc.
kmG Hauling, Inc
KNG INC
KOERNER DISTRIBUTOR INC
Kohler Distributing Co
Konrad Beer Dist Inc
KOOL KLEEN
KOONSE FOOD EQUIPMENT SERVICE
KOORSEN FIRE & SECURITY INC
KOZOL BROS, INC
Kramer Beverage Co LLC
Kristen Brandt
KURLBAUM'S HEIRLOOM TOMOATOES, LLC
Kutak Rock LLP
LA COLOMBE TORREFACTION INC
LA GRASSO BROS.
La Quinta Holdings Inc
LABORATORY CORPORATION OF AMER
LACLEDE GAS
Lake Erie Electric Inc
Lake in theHills Teacher Council
Lakewood BlueClaws
LANDAJOB, INC
Landau Uniforms Inc
Landau Uniforms Inc

LANDSCAPE CONCEPTS
Landscape Concepts Management Inc.
LANSING MALL LTD PRTRNSHP
Lansing Urgent Care, LLC
Larsen Supply Company
LASALLE PROPERTY FUND REIT, INC
Lauren Elizabeth Peterson
Lawn Masters, Ltd
Lawn-Mex, Inc
Lawrence James Knesel
LBK Ltd
LEAWOOD CHAMBER OF COMMERCE
LEE's SUMMIT INV-98 LLC
LEE'S SUMMIT WATER UTILITY
L'EFT BANK WINE CO INC
LELLO APPLIANCES CORPORATION
LEMBERG ELECTRIC CO. INC.
LEN THE PLUMBER LLC
LEN'S CARPET CARE AND CONSULTANTS INC
LEWIS & CLARK MEDIA, LLC
Lexington Plumbing & Heating Co., Inc
Liane Garrett
Liberty Pest Management Services, LLC
Life Storage LP
Light Bulb Depot 14 LLC
Light Bulb Depot 28 LLC
Line 1-1 LLC
Lionel Garcia's Window Cleaning
LIQUID ALCHEMIST
LIQUID ENVIRONMENTAL SOLUTIONS OF ILLINOIS, LLC
LIQUID ENVIRONMENTAL SOLUTIONS OF KS
Liquid Environmental Solutions of TX
Liquid Logistics, LLC
Lisa De Simone
LITTLE MAN SYRUP
Lockshop Inc.
LOCKSHOP, INC
Locksmith Assistance
LODOVICO WINDOW CLEANING, INC
Loffredo Garden Inc.
LOHR DIST CO INC
Loomis
LORBERT IMPORTS LLC
Lori Stark
LOTUS HOSPITALITY, INC
LOUIS GLUNZ INC
LOWES
LOWE'S HOME CENTERS, INC
LOWE'S HOME CENTERS, INC.
Luna's Custom Upholstery LLC
Lund Valve Testing
Lund-Ross Constructors Inc.
LUXURY VALET LLC
M POVINELLI & SONS INC
M&M DISTRIBUTORS INC
M. A. Construction Group, LLC

M. SOLUTIONS INC
M.F. FOLEY INC
M2G NET LEASE FUNDING, LTD.
MAEBURG II LLC
MAESTRANZI BROS.
Maffei Cutlery
Mahwah PBA Local 143
Main & Elm LLC
MAINES PAPER & FOOD SERV INC
MAJOR APPLIANCE SERVICE. INC.
MAJOR BRANDS
MAJOR BRANDS-ST LOUIS INC
Mangano Plumbing Sewer & Drain Inc
Manhattan Beer Distributors
MANHATTAN HOSPITALITY, INC
MANUAL CHECKS-SUSAN
Manuel I Espinoza
Marc Jones Window Cleaning
Marcin Cymmer
MARGOLIS EDELSTEIN SCHERL
Marianne Sullivan
Mario Noe Claros Hernandez
Marissa Chibli
Mark Ferrari
Mark Joseph Faticoni
Mark Moss
Marketplace Selections INC
Marquee Event Group, Inc.
Marshall Dennehey Warner Coleman & Goggin
Martin, Frost & Hill, P.C.
MARY ELIZABETH MURPHY
MASS MUTUAL
Master Maintenance & Service LLC
Master Maintenance & Services LLC
MATERNA'S MAINTENANCE INC
MATT BALDWIN
Matt Barron
Matthew Bell Music
MATTHEW OTTO
Maurer & Son Refrigeration & Air Conditioning
MAVERICK WINE CO.,LLC
MAXIMUM SECURITY
Mayer Hoffiman McCann P.C.
McAdams Multigraphics
MCDS VENTURES, LLC
MDL LLC
Meadowlands Regional Chamber
Mechanical Contractors & Consultants, Inc.
Mechanical Experts LLC
MEDEXPRESS URGENT CARE, PC PENNSYLVANIA
MEET GRAND RAPIDS
Mega Development LLC
Mega Operations LLC
MEIJER
Meijer, Inc.
MENFL INC

Menu Maker Foods Inc
Merchantville-Pennsauken Water Comm
Metal Monkey Brewing LLC
METRO LEATHER FURNITURE RESTORATION
Metro Linen Service
METRO SERVICES GROUP LLC
METRO ST LOUIS SEWER DIST
Metrographics Print & Computer Ser Inc
METROGRAPHICS PRINTING AND COMPUTER SERVICES
METROPOLITAN DUCT & FLUE CLEANING SERVICES INC
METROPOLITAN POULTRY CO INC
Metropolitan Utilities District
Metuchen Area Chamber of Commerce
MI DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
MIAMI DADE COUNTY
MIAMI DADE FIRE RESCUE DEPT
MIAMI DADE WATER & SEWER
MIAMI-DADE COUNTY FLORIDA
MIAMI-DADE COUNTY TAX COLLECTOR
Michael E. Schirch
Michael G. York
Michael Good
MICHAEL HARR
Michael J. Patterson
Michael J. Wagner
Michael Mervosh
Michael N. Schwartz
Michael s Mechanical & Sons Inc
Michael Sanders
MICHAEL SAUER SCPO
MICHAELS'S FINER MEATS
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
Michigan Department of Treasury
MICHIGAN FOOD SERVICE INC
MICHIGAN PLUMBING SEWER INC
Michigan Sharpening
MICHIGAN STATE DISBURSEMENT UNIT
Mickey s Kids Charitable Foundation
Micros Retail Systems Inc
Mid Iowa Refrigeration Inc
Mid Suffolk Service Inc
MID WEST CAD INC.
MIDDENDORF MEAT CO INC
Middlesex Water Co
MIDWEST CABINET CO INC
MIDWEST DISTRIBUTORS CO INC
MIDWEST EMPLOYERS SERVICES, LLC
MIDWEST FOOD EQUIPMENT SERVICE
Midwest Motor Supply Co. Inc.
MIDWEST OFFICE TECHNOLOGY INC
Midwest Trophy & Engraving, INC.
M-III Advisory Partners LP
M-III PARTNERS, LP
MILLER & STEENO PC
MILLER'S TEXTILE SERVICES INC
Milliagan's Maple Products LLC

MILLIKEN & COMPANY
Millstone Spirits Group LLC
MILWAUKEE JOURNAL SENTINAL INC
MIMEO.COM INC
MISSOURI AMERICAN WATER CO INC
MISSOURI DEPARTMENT OF REVENUE
MISSOURI GAS ENERGY
MISSOURI RESTAURANT ASSOC
MISSOURI TABLE AND CHAIR INC
MITCHELL INC.
Mittera Group, Inc
MJ Bevolution INC
MJ Bevolution< INC
MJT Group LLC
MKED Enterpirses, Inc
MMC CONTRACTORS NATIONAL, INC.
MMSCS Foundation - Renaissance Auxiliary
MO DEPARTMENT OF LABOR
MO STATE TREASURER
Mobo Systems INC
MOBO SYSTEMS INC. DBA OLO
MOMENTFEED INC
MONARCH BEVERAGE CO, INC
MONIN INC
MONSIEUR TOUTON SELECTIONS
Montana CSED SDU
Monteverde's Inc
MOREYS SEAFOOD INTERNATIONAL
Morgan Hunter Corporation
Morris Visitor Publications
Mpress LLC
MR DELIVERY
MT LEBANON PA
MT Lebanon PA
MTS
MUETZEL PLUMBING & HEATING CO
MULLER INC
MULTI FLOW
N WASSERSTROM & SONS
N. Jill West
Naperville Area Chamber of Commerce
Naperville Crossings Station LLC
NATIONAL DISTRIBUTING CO INC
NATIONAL ENTERPRISE SYSTEMS, INC.
NATIONAL PEN CO., LLC
NATIONAL SERVICE CENTER
NATIONAL WINE & SPIRITS CORP
NationalGrid
NATWEL SUPPLY CORP.
NE DEPARTMENT OF LABOR
NE DEPARTMENT OF REVENUE
NEBRASKA CHILD SUPPORT
Nebraska Dept of Revenue
Nebraska Distributing Company
NEED-A-UNIFORM
NEESVIG INC

Neighborhood Networks Publishing, Inc.
NELBUD SERVICES GROUP, INC.
Nella Bros Inc
NELMAR SECURITY PACKAGING SYSTEMS INC.
Nelsen Fine Wines, LLC
NEON WORKFORCE TECHNOLOGIES, INC.
NETWORK SOLUTIONS
NEW CARBON CO, LLC
NEW CARBON DISTRIBUTION
New Directions Behavioral Health, LLC
New Jersey American Water
New Jersey American Water
NEW JERSEY FAMILY
New Jersey Natural Gas
NEW YORK STATE DEPARTMENT OF LABOR
NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
NEXT TO NATURE, LLC
NICOR GAS
NJ Dept of Labor & Workforce Development
NJ DIVISION OF TAXATION
NOBLESVILLE CHAMBER OF COMMERCE
NORCOMM PUBLIC SAFETY COMMUNICATIONS, INC.
Norris Choplin Schroeder LLP
North Coast Security Inc.
North Hudson Sewerage Authority
NORTH KANSAS CITY BEVERAGE CO
North Shore Environmental
NORTH STAR SEAFOOD LLC
NORTHCOTT COMPANY
NORTHCOTT HOSPITALITY INC
Northern Eagle Beverage Co
NORTHERN HASEROT
NORTHERN VIRGINIA ROOFING CO INC.
NORTHLAKE ENTERPRISES INC
NTN Buzztime Inc
NU Frontiers Inc
NuCO'2
NUCO2 INC
NUCO2 LLC
NUTRITIONAL INFORMATION SERVICES
NUTTER HARDWARE, LLC
NYS CHILD SUPPORT PROCESSING CENTER
Oak Farms Dairy
Oak Farms Dairy Dallas
Oak Foundation Pro Cleaning, Inc.
Oak Highland Brewery LLC
Oak Lake Plaza Condominium Association
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.C.
Ocean Cares Foundation
O'CHICAGO, LLC
O'FALLON WATER AND SEWER DEPT
Office Depot, Inc
Office of the Circuit Clerk
OFFICE OF UNEMPLOYMENT COMPENSATION
OH BUSINESS GATEWAY (UNCLAIMED)
OH DEPARTMENT OF TAXATION

Ohio Beer Co Ltd
OHIO BUREAU OF WORKER'S,COMPENSATION
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
OHIO DIVISION OF LIQUOR CONTROL
OHIO MECHANICAL
Oilmatic LLC
Oilmatic of New Jersey
OLDE THOMPSON, INC.
Olympic Signs, Inc.
Omaha Magazine, LTD
Omaha Performing Arts Society
Omaha Public Power District
Omaha Restaurant Association
OMNI CONTAINMENT SYSTEMS LLC
OMNI ELECTRIC
Omni Refrigeration Services, Inc
ON THE MARK SOLUTIONS
One Source Gas of San Antonio
ONSITE MEDIA
OPEN TABLE INC
OPICI Family Distributing of NJ
OPICI WINE COMPANY
Optimum
ORANGE TREE EMPLOYMENT SCREENING LLC
O'REILLY HOSPITALITY LLC
ORLAND PARK AREA CHAMBER OF COMMERCE
ORLAND PARK INVESTMENTS, LLC
OS Salesco, Inc.
Oswego Brewing Company LLC
OVERLAND PARK CHAMBER OF COMMERCE INC
OVERLAND PARK FALSE ALARMS
PACIFIC COMMERCIAL SERVICES, LLC
Palladion Signature Import LTD
Paper Retriever of Texas
PARC RITTENHOUSE CONDOMINIUM ASSOC
Park America, Inc.
Park Place Technologies LLC
Park Ridge Chamber of Commerce
PASHEN, INC
Passaic Valley Sewerage Commissioners
Patick M Egan
Patrice & Associates Franchising Inc.
Patricia Settineri
Paul H. Von. Petrzelka
PAUL SPERLING, INC.
PAY DAY LOAN STORE OF ILLINOIS
PAYPAL
PB Parent LLC
Pease & Dorio, P. C.
Peerless Beverage Company
PEMCO
Pen Electrical Contractors Inc
PENN DISTRIBUTORS INC
PENN FIXTURE AND SUPPLY COMPANY.INC.
PENNSYLVANIA DEPARTMENT OF REVENUE
PENNSYLVANIA POWER COMPANY

PEOPLE REPORT
Perfection Glass & Mirror Inc
PETE & PETE CONTAINER SERVICE INC
Peter Lacava
PETERMILL ENTERPRISES INC
PETES CLEANING SERVICE
PETTY CASH - 110
PETTY CASH 096
PETTY CASH 169
PETTY CASH 183
PETTY CASH-182
PHEAA
PHILADELPHIA EXTRACT CO INC
PHILADELPHIA GAS WORK
PHILLIPS EDISON-ARC SHOPPING CTR OP PARTNERSHIP, LP
PHX Contracting Inc
Picture-it Awards Inc
PIGG ENTERPRISES LLC
PIONEER CREDIT RECOVERY, INC
PIONEER WINE COMPANY, L.P.
PIPER JAFFRAY & CO.
PITNEY BOWES CREDIT CORP
PITNEY BOWES INC
PLACEIQ, INC.
Plain Easy Solutions LLC
Plant Trends Inc
Plantscape Inc
PLATTE COUNTY COLLECTOR
PLAYNETWORK INC.
Playnetwork Inc.
PLAYNETWORK, INC.
PLUMBING PROS
PMC Design, LLC
Polack Printing
PORTSWIGGER
Positouch, LLC
Post, Polak, Goodsell & Strauchler P.A
Powermapper Software Limited
PR MANUAL CHECK - TBYRD
PR MANUAL CHECKS - VG
PR MANUAL CHECKS-AN
PR MANUAL CHECKS-CAR
PR MANUAL CHECKS-CB
PR MANUAL CHECKS-JS
PR MANUAL CHECKS-SANDY
PR MANUAL CHECKS-WG
Precision Kleen INC
Precision Landscaping Inc
PRECISION SEWER SERVICES, LLC.
PREMIER BEVERAGE COMPANY
PREMIER PRODUCE INC
PREMIUM BEVERAGE SUPPLY, LTD
PREMIUM DIST OF VA INC
PRE-PAID LEGAL SERVICES, INC
Presbrey Productions LLC
Presto Pest Control Inc.

PRII MA NAPERVILLE JV, LLC
PRIME MECHANICAL SERVICES LLC
PRINCIPAL LIFE INSURANCE COMPANY
Print Globe, Inc.
PRINTEKK PRINTING & MAILING
PRO-CHEM Termite & Pest Control
Professional Adjustment Bureau
Professional Hygiene, Inc.
Professional Sports Publications Inc
ProPark America NY LLC
Pro-Tech Mechanical Services
Protection One Alarm Monitoring Inc
Protective Measures Security & Fire Systems
PSE & G Co
PSEGLI
PUBLIC STORAGE INSTITUTIONAL FUND II
PUBLIC STORAGE MANAGEMENT INC
Pure Wine Company
PURPLE FEET WINES LLC
PYROTECH, INC
Q Plus Food LLC
Q Tonic LLC
QAC, LLC
QSR AUTOMATIONS INC.
Quad/Graphics, Inc.
Qualified Industries LLC
Quality Beers of Omaha, LLC
QUALITY DRAFT SYSTEMS, LLC
Quality Electric, INC
Quality Kitchen Service, Inc.
QUALITY REMOVAL LLC
Quality Seating LLC
QUALY'S, INC.
Quest Mechanical Corp
R & W Lock
R Paul Nordquist
R WHITTINGHAM & SONS INC
R.E. JOHNSEN LLC
R.E. Meyer Companies, LLC
R.J. MASE, INC.
Radio Milwaukee Inc
Ralph Tunick Inc
Ramsey Board of Public Works
RAMSEY BOROUGH TAX COLLECTOR
RAMSPRING LIMITED PARTNERSHIP
Raul Service General Contractor LLC
RAULS GENERAL CONTRACTOR
Raymond Alarcon
RBR Melville Contractors LLC
RD AMERICA, LLC
REALVNC LTD
RED BULL PGH
RED CARPET SERVICE
REDDI ROOT'R INC
Reese Services, Inc.
Refrigerated Specialist, Inc

Regency Enterprises Inc dba Regency Lighting
REGIONAL INCOME TAX AGENCY
Reliable Fire Protection
Reliable Mechanical Services, Inc
RELIANCE STANDARD INC
RELIANCE STANDARD LIFE INSURANCE CO
RELIANT METRO
RENAE L STANTON
Renaissance
Renewable Marketing Group LLC
Rentokil North America Inc
REPUBLIC NATIONAL DIST CO OF IN LLC
Republic National Distributing Co., LLC Nebraska
REPUBLIC NATIONAL DISTRIBUTION COMPANY
RESOURCE ONE INC
RESTAURANT ASSOC OF METRO WASHINGTON
Restaurant Depot
RESTAURANT PARTNERS PROCUREMENT LLC
RESTAURANT RECRUIT, INC.
RESTAURANT TECHNOLOGIES, INC.
Reunion Brewing Company
RFJV HOLDING CO., INC.
RHINEGEIST LLC
Ricciardi Roofing Co
RICE LAKE SQUARE LP
Richard Mannion
RICHARD UMBERGER
RICHMOND PAPER & INK
Righteous Clothing Agency Inc.
RIPPLE GLASS LLC
RISER FOOD COMPANY
Ritchie & Page Distributing Co Inc
Rito Martinez III
RITTENHOUSE ROW
RL LIPTON DISTRIBUTING CO.
RMKC INC
RMS Mechanical
RN Acquisition LLC
RNDC TEXAS LLC
ROANOKE VALLEY WINE CO
Robert A Grimaldi
ROBERT CHICK FRITZ INC
Robert E Duncan II
Robert G. McKeag
Robert Goodman Inc
ROBERT HALF FINANCE & ACCOUNTING
ROBERT JAY SZYMANSKI
ROBERT JOSEPH PEREZ
ROBERT KERRIGAN ASSOC INC
Robert Willis Jess
Roberto Carlos Trinidad Carbajal
ROBERTS OXYGEN CO INC
ROCCO SCONZO, SCPO TRUST ACCOUNT
Rochester Armored Car Co., Inc
Rockland Bakery Inc
Rockland Electric Co

ROCKMILL BREWERY, LLC
ROGERS RETAIL, LLC
Rogers Services, LLC
ROGERS WATER UTILITIES
ROGO DISTRIBUTORS
Rolf Piller
Ron Vis
Ronnoco Coffee Company
Roosevelt Field Water Department
ROPPEL'S SERVICES INC.
ROTELLA BAKERY INC
ROTO ROOTER
RoxiSpice
RP Baking LLC dba Pechters
RTU LP
RUSSCO CUSTOM FABRICATIONS INC
Ruthrauff Service, LLC
RYAN ELECTRICAL SERVICES
S&D COFFEE INC
S&D Coffee Inc
S&K Building Services, Inc.
SA Specialties San Antonio LLC
SABCO LLC
Safari Sunsets, LLC
Safe Guard Commercial Services, LLC
SAFETY REMEDY INC
Salvatore J Cangelosi
Sam's Club
SAMUELS & SON INC
San Antonio Water System
Sani-Jan Cleaning LLC
Sanitary Linen Supply Inc
SANTA FE GLASS
SANTEE FLORAL DESIGNS INC
Sarah Hauge
SBS Investments of Dade County INC
SCAVUZZO'S INC
SCFS LLC
SCHAMBERGER BROS INC
SCHERTZ CHAMBER OF COMMERCE
Schiavello Corporation
Schindler Refrigeration Company
SCHNEIDER'S DAIRY INC
Scott Anderson
Seacoast Mushrooms LLC
SeafoodS.com
Sears Holdings Corporation
SEATTLE FISH CO INTL
SEC Heating and AC Mechanical Svc LLC
Secaucus Board of Health
SECAUCUS OFFICE OF INSPECTIONS
Secretary of State
SECRETARY OF STATE
SELECT IMAGING
SELECT WINES INC.
Sentinel Fire Control Inc

SERVICE DISTRIBUTING INC
SERVICE MANAGEMENT GROUP
Service Specialist, LLC
Service Wet Grinding Co.
SERVISOFT OF MIDDLEFIELD INC
SESAC INC
Seven Springs Mountain Resort, Inc.
SEYFERTH BLUMENTHAL & HARRIS LLC
Shannon Brewing Company LLC
Sharp Knife Co
SHAWN T HARTIGAN
SHEILA M BREECH
SHELTERPOINT LIFE
Shenouda Hanna, Inc.
Ship Preintesell
Shirin Abvabi
Shore Point Distributing Co Inc
SHORT'S TRAVEL MANAGEMENT, INC
SHUBAT RESTORATION LLC
SIB Development & Consulting, Inc.
Siddhi 117 LLC
Sifel Wei
SILVER EAGLE DISTRIBUTORS
Simon Property Group (Texas), LP
SIMPLEX GRINNELL LP
SIRNA & SONS, INC
SKYLIGHT FINANCIAL, INC.
SLBS LIMITED PARTNERSHIP
Sleepy Monk Coffee Company
SLOCUM & SONS INC
Smart Care Equipment Solutions
Smith Ventures LLC
SMS VENTURE PARTNERS, LLC
SNAGAJOB.COM, INC
SNAKE 'N' ROOTER
SOFIANE ZAREB
Solarwinds Worldwide, LLC
Solcar Electric, INC
Somerset Baseball Partners LLC
SONS PLUMBING INC
Souter, Inc
South Carolina State Disbursement Unit
South Cove Development
SOUTHEAST CUTLERY SERVICE INC
Southern Glazer's of NY Metro
Southern Glazer's of NY Metro
Southern Glazer's Wine and Spirits of Nebraska, LLC
SOUTHERN WINE & SPIRITS - INDIANA
SOUTHERN WINE & SPIRITS OF IL INC
SOUTHERN WINE & SPIRITS OF ILLINOIS INC
SOUTHERN WINE AND SPIRITS MIAMI
SOUTHPARK MALL, LLC
Southwaste Disposal, LLC
Sparrow Coffee Company
SPECIALTY BEVERAGE CONCEPTS INC
SPEC'S FAMILY PARTNERS LTD

Spenuzza, Inc
Spic & Span Linen Supply
SPIDEROAK INC
Springfield Sign & Graphics
ST CLAIR COUNTY COLLECTOR
ST LOUIS COUNTY
ST LOUIS COUNTY DEPT OF PUBLIC WORKS
ST LOUIS POST-DISPATCH
St of NJ Dept of Labor & Workforce Develop
St. Louis Automatic Sprinkler Co, Inc
ST. LUKE'S HOSPITAL
STACOLE FINE WINES
STAHL PLUMBING, HEATING AND AIR CONDITIONING INC
STAND ENERGY CORPORATION
STANDARD BEVERAGE CORPORATION
Standard Heating & Air Conditioning, Inc
STANLEY CONVERGENT SECURITY SOLUTIONS
Stanley Convergent Security Solutions
STANLEY SECURITY SOLU INC
Stanley Steemer International
STANS QUALITY PRODUCE
Staple Advantage
STAPLES
STAPLES ADVANTAGE
State Corporation Commission
STATE OF INDIANA
STATE OF KANSAS - ACCOUNTING SERVICES
STATE OF MICHIGAN
State of New Jersey
State of NJ DCA BFCE- DORES
STATE OF NJ DEPT OF LABOR AND WORKFORCE DEVELOPMENT
STATE OF WISCONSIN
Staybridge Suites Grand Rapids
Steam Cleaning Solutions LLC
Stephen Weir
Steritech Group Inc
Sterling Infosystems
STEVE CONNOLLY SEAFOOD INC
Steve s Rest Appliance & Food Prep Equip
Steven Bradley Steed
Steven Curd
Steven Vincent
Steven Volkert
STOCKYARDS PACKING
Stranger Industries, Inc
STRUVER ENTERPRISES
Studio 1200
STUEVER AND SONS BLM, INC.
SUBURBAN DOOR CHECK & LOCK INC
SUBURBAN SANITATION SERVICE
Suez Water New Jersey
SUMMIT LITHO INC
Summit Media LLC
SUNGARD AVANTGARD
SUNSHINE CLEANING CO INC
SUNSHINE LIGHTING COMPANY INC

SUPERIOR BEVERAGE
SUPERIOR BEVERAGE GROUP
SUPERIOR COURT OF NJ SPECIAL CIVIL PART
SUPERIOR II SERVICES
SUPERIOR KNIFE CO INC
SUPERIOR UPHOLSTERY LLC
Supreme Linen Supply Inc
Supreme Lobster Co.
SUSAN A CORP
Susan Hamilton - Reimbursements
SUSTAINABLE SOLUTIONS GROUP, LLC
Swartz + Associates, Inc.
Sweet Grace Distilling Co,LLc
SWIFT FIRST AID SERVICE
SWQ 35/FORUM, LTD
SYSCO BALTIMORE LLC
Sysco Food Services LLC - Metro NY
SYSCO SOUTH FLORIDA, INC.
Systematic Pest Elimination
Systems Integration Group
T F PARTS CO & SERVICE INC
T REX CARPET CARE & UPHOLSTRY
Tabels and Chairs Corporation
TALX UC EXPRESS
Tap's Beer Line Cleaning
Target Fire Protection Inc
TARRANT COUNTY, TEXAS
TD Bank
TDn2K,LLC
TEA FORTE, INC
TECH ELECTRONICS
TEMPERATURE ENGINEERING INC
TEMPERATURE SERVICE CO INC
TENZING WINE & SPIRITS LLC
TERRANCE A SMITH DISTRIBUTING, INC
Terrell Burnett Cotten
TEXAS ALCOHOLIC BEVERAGE COMMISSION
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
TEXAS WORKFORCE COMMISSION
THE 94 CORPORATION
The Angell Pension Group, Inc
The Apple Store
The Bean Doctor, LLC
THE CIRCUIT COURT
The Coca Cola Company
THE COCA COLA COMPANY
The Concierge Network, LLC
The Cottage Rose LLC
THE COUNTRY VINTNER INC
The Door Company of Ohio, Inc.
THE ELECTRIC CONNECTION
The Greater San Antonio Chamber of Commerce
THE HARTFORD COURANT CO INC
The Hartz Group, Inc
The Hope Valley Farm, LLC
THE HOUSE OF LAROSE

THE ILLUMINATING COMPANY
The Jayson Company
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
THE PLANT PROFESSIONALS INC
THE ROASTERIE INC
The Sound Collective, LLC
The Spice Depot
THE STERITECH GROUP INC
THE TAMARKIN COMPANY
THE TRAVELERS INDEMNITY
The Trophy King
The UPS Store
THE UPS STORE #4279
THE VANROY COFFEE COMPANY
THE WALDINGER CORPORATION
The Window Crew
The Works Service Co
Thirty-Five Plaza Associates LLC
Thomas H Possin
Thomas W McCraw
Thompson Touch Window Cleaning
THOMSON REUTERS - WEST
Tiger Inc
Time Warner Cable
TIME WARNER CABLE - NORTHEAST
TIME WARNER CABLE OF KS CITY
TIME WARNER CABLE-SAN ANTONIO
Time Well Wasted LLC
Timothy Unnerstall
TJM Electric Inc
TOG The O Keefe Group, Inc.
TOM DAVID INC
TONSU, L.C.
Tony Reep
Top Seed Landscaping
Total Line Refrigeration
TOTAL SYSTEM CONTROL
TOTAL SYSTEMS ROOFING INC
TOWN CENTER REFRIGERATION, HEATING, & COOLING INC
Town of Babylon
Town of Babylon Solid Waste Management
TOWN OF GLASTONBURY
Town of Hempstead
TOWN OF HEMPSTEAD
TOWN OF HEMPSTEAD DEPT OF WATER
Town of Secaucus
Towne Park, LTD
Towne Park, LTD
Township Of Brick
Township of Bridgewater
Township of Cherry Hill - Sewer
TOWNSHIP OF CRANBERRY
TOWNSHIP OF FAIRFIELD
Township of Fairfield Liquor
Township of Fairfield Tax Office
TOWNSHIP OF GLASTONBURY

Township of Holmdel
Township of Lawrence
TOWNSHIP OF MILLBURN
Township of Parsippany - License
Township of Parsippany - Water
Township of Parsippany-Troy Hills
Township of Weehawken
Township of West Caldwell
TOWNSHIP OF WOODBRIDGE
Township of Woodbridge (Police)
Township of Woodbridge Sewer Utility
TRABON PARIS PRINTING CO INC
TREASURER HAMILTON COUNTY
TREASURER OF VIRGINIA
TREASURER STATE OF CONNECTICUT
Triad, Inc.
TRI-COUNTY COOPERATIVE, INC
TRIMARK
TRINGALE ASSOCIATES LLC
Triton Cleaning Coporation
Trivia AD LLC
TrueIT LLC
Trust Lock & Key
TRUST LOCK AND KEY INC.
TURANO BAKING CO INC
TUTTLE PLUMBING INC
TUUCI, LLC
TWC SERVICES
Twenty Four Seven Environmenatl Svcs LLC
Twin Liquors LP
Twin Tech LLC
TX STATE COMPTRROLLER
Tyco Fire & Security Management
TYCO INTEGRATED SECURITY
U.S. Department of Education
UBER EATS
UGI energy Services
ULINE
UMetime Corp
UMeTime Corp
Underground Sprinkler Co
Union Beer Distributors
Union Beer Distributors
UNITED BEVERAGE CO
United Septic, Inc.
United Water Bayonne
UNIVERSAL CARD SOLUTION
UNLIMITED BUILDING MAINTENANCE
UNLIMITED VENDING
Updike Paving Corp
Upland IX, LLC
Urban Cleaning Service
URNER BARRY PUBLICATIONS
US DEPARTMENT OF EDUCATION AWG
US Department of Education AWG
US DEPT OF TREASURY

US Dept. of Education
US Foods
US FOODS, INC.
US Toy Co. Inc
VALLEY ENTERPRISES, INC.
VALLEY PROTEINS INC
Valpak Franchise Operations, Inc
VALUE CHOICE, INC.
VANGUARD ELECTRICAL SERVICES
VECTREN ENERGY DELIVERY
VEOLIA ENERGY PHILADELPHIA, INC.
Verbatimsource
VERIZON
Verizon 15124
Verizon 4648
Verizon 4833
VIEW SIGN & LIGHT
VILLA LIGHTING SUPPLY
VILLAGE OF ALGONQUIN
VILLAGE OF ORLAND PARK
Vin de Terre Imports Inc
Vincent Ling
Vini France Imports
VINTAGE WINE COMPANY
VINTAGE WINE DISTR INC
VINTAGE WINE DISTRIBUTOR
VINTEGRITY, LLC
VINYL-MEDIC LLC
VIRGILI BEER DIST CO
VIRGINIA ABC
Virginia Alcoholic Beverage Conrntol Authority
VIRGINIA EAGLE DISTRIBUTING COMPANY LLC
VIRGINIA EMPLOYMENT COMMISSION
VIRGINIA IMPORTS LTD INC
Virginia Labor Law Poster Service
VISIT MILWAUKEE
VIVA Italian Coffee Inc
VOGEL DISPOSAL SERVICE INC
Vos Glass, LLC
W B MASON CO INC
W F Nash Plumbing & Heating
W.C.&D. ENTERPRISES
W.H. Griffin, Trustee
Wage Garnishment Unit Bergen Cty Sheriff's Office
WALMART #5260
War Shore Oyster Co LLC
WASHINGTON GAS
Waste Connections Lone Star, Inc
Waste Connections of Missouri
Waste Corporation of Missouri LLC
Waste Management
WASTE MANAGEMENT
WASTE MANAGEMENT ILLINOIS METR
Waste Management of New Jersey Inc
WATER DIST #1 JOHNSON CO
Wayne's Firewood INC

WE ENERGIES
Weatherman Sprinklers
WEBSTER POWELL P.C.
WEINGARTEN NOSTAT, INC
WELCOME WAGON LLC
Welcomemat Services Inc.
Welcomemat services TX 180
WEST VIRGINIA STATE TREASURER'S OFFICE
Wheeler Lawn and Landscaping, L.C.
Whitnye Cathey
WI SCTF
WILCOXEN & WILCOXEN INC
WILD HIBISCUS FLOWER CO.
William Buccellato
William J. Toms
William R Taylor III
WILLIAM SCOTT SIMON
Winch Plumbing Heating & Mechanical Inc
WINDOW KING INC.
Windy City Distributing
WINDY CITY DISTRIBUTION COMPANY
WINE TRENDS INC
Winebow
WINEDOGGYBAG.COM
WINSTON ELECTRIC INC
Wireworks Inc.
WIRTZ BEVERAGE ILLINOIS, LLC
Wisconsin Department of Revenue
WISCONSIN DEPARTMENT OF REVENUE
Woodbridge Township
WORKPLACE ESSENTIALS
WORLD'S RIDGE BREWING LLC
WYATT'S
YELO LUXURY ICE, LLC
YELP, INC.
You're Covered Upholstery
YP Service, LLC
YRC, INC
ZEE MEDICAL SERVICE CO INC
Zurich North America

U.S. Trustee & Bankruptcy Judges for the District of Delaware

Attix, Lauren
Batts, Cacia
Bello, Rachel
Brady, Claire
Buchbinder, David
Capp, Laurie
Casey, Linda
Cavello, Robert
Chan, Ashley M.
Dice, Holly
Dorsey, John T.
Dortch, Shakima L.
Farrell, Catherine

Fox, Timothy J., Jr.
Gadson, Danielle
Giordano, Diane
Green, Christine
Gross, Kevin
Hackman, Benjamin
Haney, Laura
Heck, Jeffrey
Leamy, Jane
Lopez, Marquietta
Johnson, Lora
McCollum, Hannah M.
O'Boyle, Una
O'Malley, James R.
Owens, Karen B.
Panacio, Michael
Richenderfer, Linda
Sarkessian, Juliet
Scarazzi, Sherry
Schepacarter, Richard
Serrano, Edith A.
Shannon, Brendan L.
Silverstein, Laurie Selber
Sontchi, Christopher S.
Starr, Karen
Strupczewski, Karen
Szymanski, Cheryl
Tinker, T. Patrick
Vinson, Ramona
Walker, Jill
Walrath, Mary F.
Werkheiser, Rachel
Dion Wynn

Schedule 2

Potential Connections or Related Parties

M-III Advisory Partners, LP (“M-III”) and its affiliates have current relationships or have recently had relationships with the following entities or their affiliates, as described below:

CIT Bank, N.A.

M-III was previously engaged by CIT Bank, N.A. with respect to matters relating to the Debtors. Such engagement has been terminated prior to the date hereof and M-III will no longer be providing services to CIT Bank, N.A. with respect to matters relating to the Debtors.

M-III has in the recent past provided, currently provides, and in the future may provide, financial advisory services to CIT Bank, N.A. in matters unrelated to the Debtors.

To the best knowledge of the senior professionals at M-III on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these cases.

Garrison Investment Group

Affiliates of Garrison Investment Group are lenders to a party unrelated to the Debtors. M-III serves as financial advisory to that group of lenders. To the best knowledge of the senior professionals at M-III on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these cases.

M-III Partners, LP

M-III is a wholly-owned subsidiary of M-III Partners, LP. M-III Partners, LP has no relationship to the Debtors, except for relationships arising through M-III Advisory Partners, LP. Those relationships are described on this Schedule 2 under the heading “CIT Bank, N.A.” above.

US Trustee/US Bankruptcy Court

M-III currently serves as financial advisor to a company which has commenced chapter 11 proceedings in the United States Bankruptcy Court for the District of Delaware with Judge Brendan Shannon presiding and certain U.S. Trustee Office professionals (including, without limitation, Richard Schepacarter & Karen Starr) being assigned to such case. To the best knowledge of the senior professionals at M-III on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these cases.

M-III and its professionals participate in many proceedings and transactions in various federal bankruptcy courts throughout the country and, as a result, has in the recent past, currently or may in the future participate in cases in which the U.S. Trustee and a United States Bankruptcy Judge is involved and certain of those individuals may be parties in interest in this proceeding. To the best knowledge of the senior professionals at M-III on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these cases.

Other Professionals & Service Providers

M-III or its senior professionals also have recently had, currently have, and in the future is likely to have, relationships in the ordinary course of its financial advisory practice with law firms and other professionals and service providers (including, without limitation, Katten Muchin Rosenman LLP, Young Conaway Stargatt & Taylor, LLP and Kirkland & Ellis LLP) (each, an “Ancillary Entity”) who may be involved in these proceedings. Such relationships have included, among other things, M-III or its senior professionals (a) serving as an advisor to one or more agent lenders in cases where the Ancillary Entity is a member of the lending syndicate, (b) serving as an advisor to clients (i) who are represented by law firms or advised by financial advisors that constitute Ancillary Entities or (ii) where law firms or financial advisors that constitute Ancillary Entities have represented parties in interest; and (c) working on engagements in which various Ancillary Entities may have been working with or in opposition to M-III. To the best knowledge of the senior professionals at M-III on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these cases.

Lenders

M-III has recently represented, currently represents, and may in the future represent, credit facility agents in various engagements unrelated to the Debtors or these proceedings. Certain lenders who are members of the syndicates for which M-III represents such agents may be involved in these proceedings. To the best knowledge of the senior professionals at M-III on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these cases.

Exhibit B

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Joint Administration Requested)

Ref. No. _____

ORDER AUTHORIZING DEBTORS TO (I) RETAIN M-III ADVISORY PARTNERS, LP AND (II) DESIGNATE MATTHEW R. MANNING AS CHIEF RESTRUCTURING OFFICER, NUNC PRO TUNC TO THE PETITION DATE

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to (a) retain and employ M-III Advisory Partners, LP (“M-III”) and (b) designate Matthew R. Manning as Chief Restructuring Officer (“CRO”) pursuant to the terms of the engagement letter by and among the Debtors and M-III, dated June 21, 2019 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit 1**, *nunc pro tunc* to the Petition Date, all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware,

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson’s/Kansas, Inc. (5739), Darryl’s of St. Louis County, Inc. (7177), Darryl’s of Overland Park, Inc. (3015), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Algonquin Houlihan’s Restaurant, L.L.C. (0449), Geneva Houlihan’s Restaurant, L.L.C. (3156), Hanley Station Houlihan’s Restaurant, LLC (4948), Houlihan’s Texas Holdings, Inc. (5485), Houlihan’s Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Millburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan’s of Chesterfield, Inc. (5073). The Debtors’ corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

² Capitalized terms used but not defined herein have the meanings given to such terms in the Application.

dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED that the Application is APPROVED as set forth herein; and it is further

ORDERED that pursuant to Bankruptcy Code sections 105(a) and 363(b), the Debtors are authorized to (i) retain and employ M-III and (ii) designate Matthew R. Manning as Chief Restructuring Officer, in each instance *nunc pro tunc* to the Petition Date; and it is further

ORDERED that the terms of the Engagement Letter, including without limitation the compensation provisions and the indemnification provisions, are reasonable terms and conditions of employment and are hereby approved; and it is further

ORDERED that upon employment and retention by the Debtors, Mr. Manning shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter; and it is further

ORDERED that notwithstanding anything to the contrary in the Application or the Engagement Letter, M-III's engagement is subject to the following terms:

- M-III and its affiliates shall not act as a financial advisor, claims agent/claims administrator, or investor/acquirer in connection with the above-captioned Chapter 11 Cases;
- In the event the Debtors seek to have M-III personnel assume executive officer positions that are different than the positions disclosed in the Application or to materially change the terms of the engagement, a motion to modify the retention shall be filed;
- M-III shall submit reports of compensation earned and expenses incurred on a monthly basis ("Compensation Reports") to the Court with copies to the U.S. Trustee, and provide notice of the same to the Notice Parties. M-III will endeavour to submit Compensation Reports by the last day of the month for the previous month. Compensation reports shall summarize the services provided, and identify the compensation earned and expenses incurred by M-III Personnel. The Notice Parties shall have ten (10) days after the date each Compensation Report is served upon them to object. Such compensation and expenses will be subject to Court review in the event an objection is filed. M-III will file its first Compensation Report by December 31, 2019, for the period covering the Petition Date through November 30, 2019;
- M-III shall file with the Court (and serve copies to the Notice Parties) a report reflecting the M-III Personnel that worked on the engagement for the intervening period ("Staffing Reports"). Staffing Reports shall include the names of all full- and part-time M-III Personnel that provided services in these Chapter 11 Cases during the prior period and each individual's hourly billing rate. M-III will submit Staffing Reports by the last day of the month for the previous month. The Notice Parties shall have ten (10) days after the date each Staffing Report is served upon them to object. The Staffing Reports and M-III's staffing decisions will be subject to review by the Court in the event an objection is filed. M-III will endeavour to file its first Staffing Report by December 31, 2019, for the period covering the Petition Date through November 30, 2019. The filing of Compensation Reports shall satisfy M-III's obligations to file and serve a separate monthly Staffing Report as set forth herein, provided that the information required to be included in the Staffing Report is contained in the Compensation Report discussed herein;

- Notwithstanding anything to the contrary contained in the Application, Engagement Letter or any exhibits thereto, during the course of the Chapter 11 Cases, M-III will only seek reimbursement of actual and necessary expenses;
- No principal, employee, or independent contractor of M-III and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the Chapter 11 Cases;
- The Debtors are permitted to indemnify those persons serving as corporate officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policy;
- For a period of three years after the conclusion of the engagement, neither M-III nor any of its affiliates shall make any investments in the Debtors or the reorganized Debtors;
- M-III shall follow the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules regarding limitations on reimbursement of expenses; and
- M-III shall make appropriate disclosures of any and all facts that may have a bearing on whether M-III, its affiliates, or any individuals working on the engagement have any conflict of interest with or hold/represent a material adverse interest to, the Debtors, their creditors, or other parties-in-interest. The obligation to disclose identified in this subparagraph (l) is a continuing obligation; and it is further

ORDERED that the Indemnification Provisions set forth in the Engagement Agreement are approved, subject during the pendency of these Chapter 11 Cases to the following:

- a) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Chapter 11 Cases, M-III believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement, as modified by this Order, including without limitation the advancement of defense costs, M-III must file an application therefore in this Court, and the Debtors may not pay any such amounts to M-III before the entry of an order by this Court approving such payment. This subparagraph (a) is intended only to

specify the period during which the Court shall have jurisdiction over any request by M-III for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Debtors' obligation to indemnify;

- b) Subject to the provisions of subparagraph (c), below, the Debtors are authorized to indemnify, and shall indemnify, M-III in accordance with the Engagement Agreement for any claim arising from related to or in connection with the services provided for, whether prepetition or postpetition, in the Engagement Agreement; and
- c) Notwithstanding any provisions of the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify M-III or provide contribution or reimbursement to M-III for any claim or expense that is either (i) judicially determined to have resulted primarily from the willful misconduct, gross negligence, bad faith or self-dealing of M-III, or (ii) settled prior to a judicial determination as to M-III's willful misconduct, gross negligence, bad faith or self-dealing, but determined by the Court, after notice and a hearing pursuant to this subparagraph (c), to be a claim or expense for which M-III should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement; and it is further

ORDERED that to the extent there may be any inconsistency between the terms of the Application, the Engagement Agreement and this Order, this Order shall govern; and it is further

ORDERED that M-III is authorized to apply the Retainer to satisfy any unbilled or other remaining prepetition fees and expenses M-III becomes aware of during its ordinary course billing review and reconciliation. The remaining balance of the Retainer held by M-III shall be treated as an evergreen retainer and be held by M-III as security throughout the Chapter 11 Cases until M-III's fees and expenses are fully paid; and it is further

ORDERED that M-III shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases; and it is further

ORDERED that notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice; and it is further

ORDERED that notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application; and it is further

ORDERED that this Court shall retain jurisdiction with respect to all matters related to the interpretation or implementation of this Order.

Dated: November ____, 2019
Wilmington, Delaware

The Honorable Mary F. Walrath
United States Bankruptcy Judge

Exhibit 1

Engagement Agreement



June 21, 2019

Houlihan's Restaurants, Inc.
8700 State Line Road - Suite 100
Leawood, Kansas 66206
Attention: Michael J. Archer

Engagement Letter
STRICTLY CONFIDENTIAL

Ladies and Gentlemen:

This letter agreement (this "*Agreement*") sets forth the terms and conditions of the engagement of M-III Advisory Partners, LP to provide the Services described below (the "*Engagement*") to Houlihan's Restaurants, Inc. and certain of its affiliates (collectively, the "*Client*"). M-III and the Client are collectively referred to in this Agreement as the "*Parties*."

1. Services. The Client hereby retains M-III to provide, and M-III hereby agrees to provide, Matthew Manning to serve as Chief Restructuring Officer (the "*CRO*") of the Client. The CRO will provide the following services (the "*Services*"), subject to the direction of the Client's Board of Directors, upon the terms and subject to the conditions set forth in this Agreement:

(i) Supervise, and if necessary, assist the Client in the development and administration of its short-term cash flow forecasting and related methodologies, as well as its cash management planning;

(ii) Provide such assistance as reasonably may be required by management of the Client in connection with (i) development of its business plan, (ii) any restructuring plans and strategic alternatives intended to maximize the enterprise value and (iii) any related forecasts that may be required by creditor constituencies in connection with negotiations or by the Client for other corporate purposes;

(iii) Supervise, and if necessary, assist the professionals who are representing the Client in the reorganization process or who are working for the Client's various stakeholders to coordinate their effort and individual work product in order to be consistent with the Client's overall restructuring goals;

(iv) Assist, if required, the Client in communications and negotiations with its outside constituents, including creditors, trade vendors and their respective advisors;

(v) In the event that the Client commences a bankruptcy case (the "*Case*"), the Client so requests and, to the extent necessary, the relevant United States Bankruptcy Court (the "*Court*") so approves, assist the Client in obtaining and presenting such information as may be required by the parties in interest to the Case and bankruptcy process, including any creditors' committees and the Court; and

(vi) Provide such other services as are reasonable and customary for a CRO in connection with the administration and prosecution of a bankruptcy proceeding or as M-III and the Client shall otherwise agree in writing.

(b) The CRO shall, in consultation and coordination with the Board of Directors of the Client (the "*Board*"):

(a) serve as the principal liaison of the Client to the Client's creditor constituencies and other stakeholders with respect to the financial and operational matters relating to the Client; and

(b) lead and direct the efforts of the Client and its professional advisors to develop and implement restructuring plans and other strategic alternatives intended to maximize the enterprise value of the Client.

The CRO shall be assisted by such other M-III personnel, and the CRO and such personnel shall dedicate such time to the Engagement, as the CRO shall determine, in consultation with the Board of Directors of the Client, is required to provide the Services in a professional manner and in accordance with the terms of this Agreement. The CRO shall report to the Board of Directors of the Client.

2. Engagement Term. The Engagement shall commence on the date of acceptance of this Agreement and may be terminated by either Party at any time upon ten business days' written notice. Following any such termination, neither Party shall have further liability to the other, except with respect to fees and expenses earned and incurred through the date of termination and any provisions of this Agreement which are expressly stated to survive its termination or expiration.

3. Staffing. (a) It is anticipated that the team providing the Services initially will be comprised of the CRO and two other professionals. It is M-III's intent to deliver the Services in an effective and cost-efficient manner in accordance with the terms of this Agreement. In the event that the CRO determines that an increase in the size of the team is warranted, then the CRO shall review such determination with the General Counsel and the Board of Directors prior to making a change in the size of the team in order to confirm that such increase does not duplicate the activities of other employees of, or professional advisors to, the Client. The members of the team (other than the CRO) are subject to change by the CRO from time to time in its sole discretion.

(b) Notwithstanding anything to the contrary contained herein, neither M-III nor any of its personnel performing the Services hereunder is being retained as, or shall be deemed to be, an agent, employee, or director of the Client, but rather M-III shall be deemed to be an independent

contractor for the Client and such personnel shall remain employees of M-III. M-III is being retained by Client only as a consultant and shall have no fiduciary duty to the Client or any of its affiliates.

4. Compensation for Services. (a) M-III's compensation for services rendered under this Agreement shall be paid by the Client by wire transfer of immediately available funds (in accordance with the instructions attached hereto as Annex II or any subsequent instructions that M-III may from time to time provide to you) and will consist of the following:

(i) Retainer: M-III has previously been provided with a \$25,000 retainer pursuant to the Prior Engagement Letter described below. Simultaneously with or as promptly as practicable after the execution of this Agreement, M-III is to receive an additional \$25,000 from the Client, such that M-III shall hold \$50,000 in the aggregate (the "*Retainer*") as a retainer for the Engagement. All billings hereunder will be paid by drawings against the Retainer and the Client shall be obligated to promptly (and, in any event, within five business days) replenish the Retainer to its initial amount. The Retainer is not intended to be an estimate of the fees and expenses for the Engagement. M-III will hold the Retainer until the conclusion of the Engagement, at which time the final billing shall be applied against it, with any excess being returned promptly to the Client and any deficiency being promptly paid by the Client.

(ii) Monthly Fees: As compensation for providing the Services hereunder, M-III shall be entitled to non-refundable professional fees based on the actual hours incurred by M-III personnel on matters pertinent to this case (the "*Monthly Fees*"). The Monthly Fees shall be based upon the following hourly rates:

Professional	Hourly Rate
Managing Partner	\$1,050
Managing Director	\$875 - \$975
Director	\$675 - \$775
Vice President	\$600
Senior Associate	\$500
Associate	\$425
Analyst	\$350

At the end of each month, M-III shall furnish to the Client copies of a reasonably detailed invoice for the Monthly Fees in respect of that month. As previously noted, M-III is authorized to apply the Retainer to such amounts and, to the extent that the Retainer is insufficient to pay the amounts then due, the Client shall pay such excess wire transfer of immediately available funds within five days after the date of service of the relevant invoice. From time to time in the normal course of business M-III may adjust its billing rates upon notice to the Client.

(iii) Out-of-Pocket Expenses: In addition to any compensation for providing the Services, the Client shall reimburse M-III for all reasonable and documented out-of-pocket expenses incurred in the performance of the Services (including, without limitation,



reasonable travel costs) and enforcement of the obligations of the Client hereunder (including, without limitation, fees and expenses of counsel).). Such reimbursement shall be paid by application of the Retainer and, to the extent that the Retainer is insufficient to pay such amounts, by wire transfer within five business days after service of the relevant invoice for such reimbursement (which shall be reasonably detailed and include back-up for expenses in excess of \$100.⁰⁰ and as otherwise required by applicable law).

(b) In the event that amounts payable hereunder are not paid within ten days of the invoice date, such amounts shall be deemed "past due" and M-III shall have the right to suspend further Services until payment is received on past due invoices and/or the Retainer is restored. In the event that M-III so suspends the Services, M-III shall not be responsible or liable for any resulting loss, damage or expense due to such suspension.

5. Cooperation from Client. In order to properly perform the Services and fulfill its responsibilities on a timely basis, M-III will rely on the timely cooperation of the Client and its other professional advisors, including, without limitation, making available to M-III relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying M-III of any issues or concerns that the Client may have relating to the Services. The Client will provide M-III with full access to all personnel, books and records of the Client, as well as to all advisors and professionals retained by the Client. The Client understands and acknowledges that M-III's proper delivery of the Services is dependent upon timely decisions and approvals by the Client and its management. M-III shall have no responsibility or liability for any delays, additional costs or other deficiencies caused by the Client failing to properly fulfill its responsibilities under this Agreement.

6. Deliverables. (a) In connection with the Engagement, M-III may furnish the Client with information, advice, reports, analyses, presentations or other materials (the "**Deliverables**"). The Deliverables may contain factual data, the interpretation of which may change over the project term as more information or better understanding becomes available. The Client acknowledges that M-III will not have an obligation to update the Deliverables as part of the Services in the event of such a change.

(b) Because the Deliverables may contain proprietary or other information of M-III that is deemed to be Confidential Information (as defined below) for purposes of this Agreement, the Parties agree that (i) all Deliverables (whether written or oral) furnished by M-III in connection with the Engagement are intended solely for the benefit and use of the Client in connection with this Agreement, and (ii) no such information shall be used for any other purpose, disseminated to any third parties, or quoted or referred to, with or without attribution to M-III, at any time, in any manner or for any purpose without M-III's prior written approval (which shall not be unreasonably withheld or delayed), except as required by applicable law or by order or act of any court or governmental or regulatory authority or body.

(c) The provisions of this Section shall survive the termination or expiration of this Agreement.

7. Limitations on Services. (a) The Services are limited to those specifically noted in this Agreement.

(b) M-III does not provide accounting or tax-related assistance and no Deliverable or other information or advice provided to the Client shall be deemed to be accounting or tax-related assistance. The Client shall be solely responsible for determining the accounting and tax-related implications of the Deliverables and other information and advice provided to it by M-III. M-III shall not express any professional opinions on financial statements or perform attest procedures with respect to other information in conjunction with the Engagement. The Services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities or illegal acts. M-III shall assume the accuracy and completeness of all information submitted by or on behalf of the Client to M-III for analysis and which will form the basis of M-III's conclusions, without any obligation of M-III to verify the accuracy or completeness of such information, and M-III shall not be responsible for any analysis, advice or other Services to the extent based on inaccurate or incomplete information provided or accepted by or on behalf of the Client.

(c) The Services shall not include preparing, auditing or otherwise attesting in any way (including without limitation, with respect to the accuracy, achievability, reliability, relevance, usefulness or other appropriateness) to the Client's financial projections, and the Client has not engaged M-III for that purpose. The Services are provided based upon the understanding that the Client has sole responsibility for its financial projections (including preparation thereof), developing underlying assumptions and providing any disclosure related thereto. To the extent that, during the performance of Services hereunder, M-III is required to consider the Client's financial projections, the Client understands that M-III's procedures with respect to such projections do not constitute an examination in accordance with procedures established by the American Institute of Certified Public Accountants and do not and are not intended to provide any assurance on any aspect of such projections, including, without limitation, the reasonableness of the assumptions underlying such projections, nor do they provide assurance that M-III might not become aware of significant matters affecting the reasonableness of the projections that might be disclosed by more extensive procedures. There will usually be differences between projected and actual results, and those differences may be material. The Client understands and agrees that M-III will have no responsibility or liability relating to any such differences.

(d) To the extent that the performance of the Services requires that M-III form conclusions or reach opinions, M-III shall do so without regard to or consideration of the impact that such conclusions or opinions may have on the initiation or outcome of any litigation to which the Client is a party.

(e) M-III does not provide investment advice and the Services shall not include the provision of investment advice. The Client shall have sole responsibility for all investment decisions made by it.

(f) The provisions of this Section shall survive the termination or expiration of this Agreement.



8. Conflicts. M-III has performed an internal search for any potential conflicts of interest based on its understanding of the various parties involved in this matter, and such search has not revealed any relationships that it believes would conflict with its engagement hereunder. Should any potential conflict pertaining to M-III's engagement hereunder come to the attention of any Party, such Party shall promptly advise the others. Nothing contained herein should be construed to be a waiver of any potential conflict pertaining to M-III that may come to the attention of any Party. M-III reserves the right to immediately terminate this Engagement at any time, if a conflict of interest arises or becomes known to it that, in its judgment, would impair its ability to perform the Services objectively.

9. Non-Solicitation; No Investment. The Client covenants and agrees that, prior to the first anniversary of the termination or expiration of this Agreement, it will not, directly or indirectly, hire directly or as an independent contractor, or refer to another for employment, any person who was during the term of this Agreement an employee or contractor of M-III or any of its affiliated entities, in each case who was involved on behalf of M-III with the Engagement or the performance of the Services. In the event of the breach of the foregoing covenant, the Client shall be liable to M-III, and shall pay on demand to M-III, liquidated damages equal to 200% of the total annual compensation of each relevant employee for the preceding calendar year or, in the case of employees who were not employed by M-III for the full year and contractors, the amount equal to 200% of such annualized compensation. The Parties mutually agree that the actual damages that would be sustained by the Employer Party as the result of any such breach will be substantial and will be impossible to measure accurately, and that the foregoing liquidated damage amount is fair and reasonable. The provisions of this Section shall survive the termination or expiration of this Agreement.

10. Confidentiality. Each Party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other Party in the scope of the Engagement (the "**Confidential Information**"), and neither Party will disclose any Confidential Information to any other person or entity. For the avoidance of doubt, the term "Confidential Information" shall include (i) the terms of this Agreement, (ii) all non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results and models and (iii) any work product relating to the business of either Party, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants. In performing the Services, M-III will use and rely primarily on the Confidential Information and on information available from public sources without having independently verified any of such information.

(b) The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, M-III from making such disclosures of Confidential Information that M-III reasonably believes are required by law or any regulatory requirement or authority, or to clear client conflicts. M-III also may disclose Confidential Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information for the proper performance of the Services or otherwise in connection with the Engagement. M-III may make reasonable disclosures of Confidential Information to third parties to the extent that M-III reasonably believes that such disclosure is consistent with its performance of the Services. In



addition, M-III will have the right to disclose to any person that it provided services to the Client and its affiliates and a general description of such services.

11. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. Intellectual Property. Upon payment in full of all amounts owing to M-III hereunder, the Client will own all Deliverables furnished by M-III to the Client in connection with the Services, *provided* that M-III will retain ownership of (a) all concepts, analyses, know-how, tools, frameworks, models and industry perspectives used and/or developed by M-III in connection with the Services and (b) all other intellectual property not containing Confidential Information which has been developed by M-III outside of the provision of the Services (the "*M-III Tools*"), it being understood that M-III will have no ownership right to, and will maintain in accordance with the provisions of this Agreement the confidentiality of, any Confidential Information contained in the M-III Tools. To the extent that the Deliverables include any M-III Tools, M-III hereby grants the Client a non-exclusive, non-transferable, non-sublicensable worldwide, royalty-free license to use and copy the M-III Tools solely as part of the Deliverables and subject to the confidentiality provisions contained in this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

13. Indemnification. The Client hereby irrevocably and unconditionally agrees to indemnify and hold harmless the Indemnitees (as defined in Annex I hereto) in accordance with the provisions of Annex I hereto, with such Annex I being incorporated herein by reference and constituting an integral and enforceable part of this Agreement. The indemnity and expense reimbursement obligations set forth herein (including, without limitation, in Annex I) shall (i) be in addition to any liability the Client may have to M-III at common law or otherwise, (ii) survive the termination or expiration of this Agreement and (iii) be binding on any successors and assigns of the Client.

(b) In addition to (and not in limitation of) the provisions of Section 13(a) and Annex I, the CRO and any other M-III employees who may from time to time serve as directors or officers of the Client or any of its affiliates will receive the benefit of the most favorable indemnification provisions provided by the Client to its directors, officers and any equivalently placed employees, whether under the Client's charter or by-laws, by contract or otherwise. Additionally, the Client shall specifically include and cover the CRO and any M-III employees, contractors and agents who may from time to time serve as directors or officers of the Client or any of its affiliates with direct coverage under the Client's policy for liability insurance covering its directors, officers and any equivalently placed employees (the "*D&O Insurance*"). Upon request of M-III, the Client shall provide M-III with a copy of the policy documentation for its then-current D&O Insurance, a certificate of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other documents as M-III may reasonably request evidencing the appointment and coverage of the indemnitees. The Client will maintain such D&O Insurance coverage for the period through which claims can be made against such persons. The Client disclaims a right to distribution from the D&O Insurance coverage with respect to such persons. In the event that the Client is unable to include the CRO or any other such M-III employee or agent under the Client's D&O Insurance coverage or does not have first dollar coverage reasonably

acceptable to M-III in effect for at least \$10 million (e.g., there are outstanding or threatened claims against officers and directors alleging prior acts that may give rise to a claim), then M-III may, at its option, attempt to purchase a separate D&O insurance policy that will cover the CRO and any such other M-III employees and agents only. The cost of such separate policy shall be invoiced to the Client as an out-of-pocket expense. If M-III is unable or unwilling to purchase such separate D&O insurance policy, then M-III reserves the right to immediately terminate the Agreement.

(c) The Client's indemnification obligations in this Section shall be primary to, and without allocation against, any similar indemnification obligations that M-III may offer to its personnel generally, and the Client's D&O Insurance coverage for the indemnitees shall be specifically primary to, and without allocation against, any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by M-III or otherwise).

(d) Notwithstanding anything to the contrary contained in this Section 13, the indemnity owing from the Client to the Indemnified Parties shall not exceed the terms of any indemnities provided to the Client's other officers and directors under the corporate bylaws and applicable state law, plus any insurance coverage under the Client's D&O Insurance.

(e) The provisions of this Section (including, without limitation, the provisions of Annex I) shall survive the termination or expiration of this Agreement.

14. Limitation on Damages. In no event shall M-III or any other Indemnified Party be liable to the Client or its affiliates, successors, or any person claiming on behalf of or in the right of the Client (including the Client's owners, parents, affiliates, successors, directors, officers, employees, agents, security holders, or creditors) for (i) any amount which, when taken together with all losses for which M-III and the Indemnified Parties are liable in connection with this Agreement or the Engagement, would exceed the amount of fees for the Services actually received by M-III from the Client in connection with the Engagement during the immediately preceding 12 months or (ii) any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) (the amounts described in clauses (i) and (ii) collectively, the "*Liability Cap*"). This paragraph shall apply regardless of the nature of any claim(s) (including claims based on contract, statute, negligence, tort, strict liability or otherwise), regardless of any failure of the essential purpose of any remedy and whether or not M-III was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined by final and non-appealable judgment of a court of competent jurisdiction to be prohibited by applicable law. The provisions of this Section shall survive the termination or expiration of this Agreement.

15. Client Acknowledgement. The Client hereby acknowledges and agrees that M-III may, in the ordinary course of its business, serve clients who are competitive with, or have conflicting interests with, the Client. Consistent with its confidentiality obligations hereunder and its confidentiality obligations to its other clients, M-III will not advise or consult to the Client with respect to any aspect of M-III's engagement or potential engagement with any other client, potential client or former client. Similarly, M-III will not advise or consult to any other client, potential client or former client with respect to any aspect of the Engagement. M-III will maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement

and, similarly, will not share confidential information of any client, potential client or former client of M-III with the Client. The provisions of this Section shall survive the termination or expiration of this Agreement.

16. Prior Engagement. The Client hereby acknowledges that M-III is party to the Engagement Letter, dated March 26, 2019 (the "*Prior Engagement Letter*"), to provide certain advisory services to Katten Muchin Rosenman LLP, counsel to certain creditors of the Company, with respect to matters relating to the Company. The Parties agree that M-III shall provide notice to Katten Muchin Rosenman LLP of the termination of the Prior Engagement Letter promptly following the execution and delivery by the parties of this Agreement and the Prior Engagement Letter thereafter shall terminate in accordance with its terms.

17. Miscellaneous. (a) This Agreement (i) constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any other communications, understandings or agreements (both written and oral) among the Parties with respect to the subject matter hereof, and (ii) may be modified, amended or supplemented only by prior written agreement of each of the Parties.

(b) The invalidity, illegality, or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any other jurisdiction. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; *provided* that, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(c) M-III's services hereunder are personal in nature and may not be assigned without the written consent of the Client.

(d) In the event of any action, claim, suit or proceeding brought by the Client (or any person claiming on behalf of or in the right of the Client) against M-III which relates to the Services or the Engagement, the Client shall be obligated to promptly reimburse M-III for all reasonable expenses (including fees and disbursements of counsel) as they are incurred by M-III in connection with investigating, preparing for or defending, or providing evidence in, such action, claim, suit or proceeding. To the extent that M-III is finally determined by final and non-appealable judgment of a court of competent jurisdiction to liable on account of such action, claim, suit or proceeding, then M-III shall promptly reimburse the Client for a fair and equitable portion of the expenses previously reimbursed to M-III.

(e) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

(f) This Agreement and all controversies and other matters arising from or related to performance hereunder shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be executed and performed within such state. The



Parties hereby submit to the exclusive jurisdiction of and venue in the federal and state courts located in New York City and waive any right to trial by jury in connection with any dispute related to this Agreement. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

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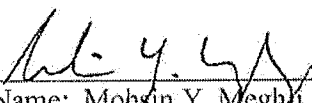


This Agreement shall be binding upon the Parties and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

Please confirm the foregoing is in accordance with your understanding by signing and returning a copy of this Agreement, whereupon it shall become binding and enforceable in accordance with its terms.


Very truly yours,

M-III ADVISORY PARTNERS, LP

By: 
Name: Mohsin Y. Meghji
Title: Managing Member

ACCEPTED AND AGREED
as of the date first set forth above:

HOULIHAN'S RESTAURANTS, INC.

By: 
Name: Cynthia D. Parres
Title: Secretary & VP

Annex I

AGREEMENTS REGARDING INDEMNIFICATION

In consideration of M-III performing the Services for the benefit of the Client, the Client (the "**Indemnitor**") shall indemnify M-III and its affiliates, equity holders, partners, directors, employees, agents, representatives and contractors, including past, present or future partners, principals and personnel of each (collectively hereinafter called the "**Indemnitees**"), against all costs, fees, expenses, damages, and liabilities (including defense costs) associated with any pending or threatened claim, action or proceeding (a "**Claim**") relating to or arising as a result of the Engagement or the provision of the Services, the Client's use or disclosure of the Deliverables, or this Agreement ("**Losses**"). This provision is intended to apply regardless of the nature of any Claim (including contract, statute, any form of negligence, whether of the Client, M-III, or others, tort, strict liability or otherwise), except to the extent such Losses are determined to be the result of M-III's bad faith, gross negligence or willful misconduct.

The Indemnitor shall not, without M-III's prior written consent (which will not be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in any pending or threatened Claim in respect of which indemnification could reasonably be sought hereunder (whether or not M-III or any other Indemnitee is an actual or potential party to such Claim), if such settlement, compromise, or consent does not include an unconditional release of each Indemnitee from all liability arising out of such Claim; *provided, however*, that the Indemnitor shall not enter into any such settlement, compromise or consent of a Claim without M-III's prior written consent (which may be granted or withheld in M-III's sole discretion) if such settlement, compromise or proceeding provides for injunctive relief against an Indemnitee or an admission of liability by an Indemnitee or would require payment of any amount by an Indemnitee or any insurer of an Indemnitee. The Indemnitor shall not be liable hereunder to any Indemnitee for any amount paid or payable in the settlement of any action, proceeding or investigation entered into by such Indemnitee without the Indemnitor's written consent.

Upon receipt by an Indemnitee of actual notice of a Claim against such Indemnitee in respect of which indemnity may be sought hereunder, such Indemnitee shall promptly notify the Indemnitor with respect thereto. In addition, an Indemnitee shall promptly notify the Indemnitor after any action is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such Indemnitee in respect of which indemnity may be sought hereunder. In any event, failure to notify the Indemnitor shall not relieve the Indemnitor from any liability which the Indemnitor may have on account of this indemnity or otherwise, except to the extent, and only to the extent, that the Indemnitor shall have been materially prejudiced by such failure.

Indemnitor shall advance all expenses indemnifiable hereunder that are reasonably incurred by or on behalf of Indemnitee in connection with any proceeding within thirty (30) days after receipt by Indemnitor of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such proceeding. Such statement or statements shall reasonably evidence the expenses incurred by Indemnitee and shall include or

be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such expenses. Any advances and undertakings to repay pursuant to this paragraph shall be unsecured and interest free.

To the extent that the Indemnitor so elects, it shall be entitled to assume the defense, with counsel selected by the Indemnitor (and approved by M-III, with such approval not to be unreasonably withheld), of any action that is the subject of the proceeding in respect of which indemnity may be sought. After notice to the Indemnitees of its election to assume the defense thereof, the Indemnitor will not be liable to the Indemnitee under this Agreement for any expenses subsequently incurred by such Indemnitee in connection with the defense thereof except as otherwise provided below. Such Indemnitee shall have the right to employ counsel of its choice in such proceeding, but the fees and expenses of such counsel incurred after notice from the Indemnitor of the assumption of the defense thereof shall be at the expense of the Indemnitee unless the employment of counsel by the Indemnitee has been authorized by the Indemnitor, in which case the reasonably incurred fees and expenses of such counsel of the Indemnitee shall be at the expense of the Indemnitor.

The Client agrees that neither M-III nor any other Indemnified Party shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Client or any person or entity asserting claims on behalf of or in right of the Client caused by, relating to, based upon or arising out of (directly or indirectly) this Agreement or the Engagement, except for losses, claims, damages, penalties or liabilities incurred by the Client which are finally determined by a non-appealable judgment of a court of competent jurisdiction to have resulted primarily and directly from the bad faith, willful misconduct or gross negligence of M-III or any other Indemnified Party. In no event, however, shall M-III's or any other Indemnified Party's liability to the Client or their respective affiliates, successors, or any person claiming on behalf of or in the right of the Client (including the Client's owners, parents, affiliates, directors, officers, employees, agents, security holders, or creditors) exceed the Liability Cap.

In the event that any M-III personnel are requested or required to appear as a witness in connection with any claim, action or proceeding relating to or arising as a result of the Engagement or the provision of the Services, the Client's use or disclosure of the Deliverables, or this Agreement, the Indemnitor shall, to the extent permitted by applicable law, reimburse M-III for all reasonable and documented out-of-pocket expenses incurred by it in connection with such personnel appearing and preparing to appear as a witness, including, without limitation, the reasonable and documented fees and disbursements of its legal counsel, and to compensate M-III at a rate equal to M-III's then standard hourly rate for the relevant personnel for each day that such personnel is involved in preparation, discovery proceedings or testimony pertaining to such Claim.

The provisions of this Annex I shall be deemed to be an integral part of this Agreement to which this Annex I is affixed and shall survive the termination or expiration of this Agreement for any reason. The provisions of this Annex I shall be binding upon the Client and its successors and assigns.



Annex II

WIRE TRANSFER INSTRUCTIONS

Bank Name: First Republic Bank
Bank Address: 44 Montgomery Street
San Francisco, CA 94104
ABA Number: 321081669
Account Name: M-III Advisory Partners, LP
Account Number: 80007112800
Reference: HRI-CRO

