

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)

APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
HILCO REAL ESTATE, LLC, AS REAL ESTATE ADVISOR TO THE DEBTORS,
NUNC PRO TUNC TO THE PETITION DATE AND A WAIVER OF COMPLIANCE
WITH CERTAIN OF THE REQUIREMENTS OF LOCAL RULE 2016-2

The above-captioned debtors and debtors-in-possession (the “Debtors”), hereby submit this *Application of the Debtors for Entry of an Order Approving the Employment and Retention of Hilco Real Estate, LLC, as Real Estate Advisor to the Debtors, Nunc Pro Tunc to the Petition Date and a Waiver of Compliance with Certain of the Requirements of Local Rule 2016-2* (the “Application”). In support of this Application, the Debtors rely on (i) the *Declaration of Matthew R. Manning in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”)² and (ii) the *Declaration of Sarah K. Baker in Support of the Application of the Debtors for Entry of an Order Approving the Employment and*

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 Except where otherwise indicated, capitalized terms used but not defined in this Application have the meanings ascribed to them in the First Day Declaration.



Retention of Hilco Real Estate, LLC, as Real Estate Advisor to the Debtors, Nunc Pro Tunc to the Petition Date and a Waiver of Compliance with Certain of the Requirements of Local Rule 2016-2 (the “Baker Declaration”) attached hereto as “Exhibit A” and incorporated herein by reference. In further support of this Application, the Debtors respectfully represent and set forth as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this Application 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), and the Court may enter a final order consistent with Article III of the United States Constitution.³ Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are section 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended or modified, the “Bankruptcy Code”), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 2014-1.

GENERAL BACKGROUND

3. 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.

³ Pursuant to 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”), the Debtors hereby confirm their consent to the entry of a final order by this Court in connection with this Application if it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. The Debtors continue to operate their business and manage their properties as debtors-in-possession, pursuant to Bankruptcy Code sections 1107(a) and 1108. As of the date of this Application, no trustee, examiner or statutory committee has been appointed in these Chapter 11 Cases.

5. Additional information regarding the circumstances leading to the commencement of these Chapter 11 Cases and information regarding the Debtors' businesses and capital structure is set forth in detail in the First Day Declaration filed contemporaneously herewith and incorporated herein by reference.

RELIEF REQUESTED

6. The Debtors request entry of an order, substantially in the form of the proposed order attached hereto (the "Proposed Order"), pursuant to Bankruptcy Code sections 327(a) and 328(a), Bankruptcy Rule 2014(a) and Local Rule 2014-1 authorizing (i) the Debtors to retain Hilco Real Estate, LLC ("Hilco") as real estate advisor to the Debtors (the "Real Estate Advisor") in these Chapter 11 Cases *nunc pro tunc* to the Petition Date, in accordance with the provisions of that certain Engagement Agreement dated June 21, 2019, which is attached hereto as **Exhibit B** and incorporated herein by reference and (ii) granting a waiver of compliance with the information requirements relating to compensation requests set forth in Local Rule 2016-2, to the extent requested herein.

SCOPE OF SERVICES

7. The parties have entered into the Engagement Agreement, which governs the relationship between Hilco and the Debtors. The terms and conditions of the Engagement Agreement were heavily negotiated and reflect the parties' mutual agreement as to the substantial efforts and resources that will be required in this engagement. Under the Engagement

Agreement, the Debtors have requested Hilco to negotiate the terms of restructuring agreements with the Debtors' landlords (the "Landlords") under certain of the Debtors' leasehold interests (each a "Lease," and collectively the "Leases"). These services include, but are not limited to, the following:

- (a) Meet with the Debtors to ascertain the Debtors' goals, objectives, and financial parameters;
- (b) Mutually agree with the Debtors with respect to a strategic plan for restructuring, assigning or terminating the Leases (the "Strategy");
- (c) On the Debtors' behalf, negotiate the terms of restructuring, assignment, and termination agreements with third parties and the Landlords under the Leases, in accordance with the Strategy;
- (d) Provide written reports periodically to the Debtors regarding the status of such negotiations; and
- (e) Assist the Debtors in closing the pertinent Lease restructuring, assignment and termination agreements.

8. Prior to the Petition Date, Hilco conducted a thorough real estate analysis for the Debtors and helped design the go-forward lease negotiation and disposition strategy to be implemented through these Chapter 11 Cases. In furtherance thereof, Hilco has been extensively involved in the Debtors' Lease-related efforts since its retention and, as a result of Hilco's prepetition work performed on behalf of the Debtors Hilco has acquired significant knowledge of the Leases and the Debtors' goals and objectives with respect thereto.

HILCO'S QUALIFICATIONS

9. The Debtors chose Hilco to act as their Real Estate Advisor because Hilco is widely recognized in the commercial real estate and restructuring industries for its expertise in analyzing, negotiating and marketing real property interests and leaseholds. Moreover, Hilco has experience operating within the parameters set forth in the Bankruptcy Code, and has been retained in numerous other chapter 11 cases to render similar services.

10. The Debtors have selected Hilco as their Real Estate Advisor based upon, among other things, (i) the Debtors' need to retain a skilled and experienced real estate advisor to provide services relating to the Debtors' Leases, (ii) Hilco's extensive knowledge of the Debtors' Leases, including those targeted for restructuring and (iii) Hilco's extensive experience and excellent reputation in providing real estate consulting services in complex chapter 11 cases such as these. Accordingly, the Debtors believe the engagement of Hilco is critical to their efforts to navigate successfully through these Chapter 11 Cases and provide a maximum recovery to their creditors. Furthermore, Hilco is well qualified to perform all services contemplated by the Engagement Agreement and to represent the Debtors' interests in these Chapter 11 Cases in a cost-effective, efficient and timely manner.

11. Accordingly, the Debtors believe the engagement of Hilco is critical to their efforts in these Chapter 11 Cases and that Hilco's retention as Real Estate Advisor is in the best interest of the Debtors' estates and should be approved.

COMPENSATION AND TERMS OF RETENTION

12. The fees Hilco will charge for its services to the Debtors are set forth in the Engagement Agreement.⁴ Hilco's compensation terms are competitive and comparable to the compensation terms competitors charge for similar services, and are reasonable given the quality of Hilco's services. Additionally, Hilco will seek reimbursement from the Debtors for reasonable expenses in accordance with the terms of the Engagement Agreement.

13. As set forth more fully in the Engagement Agreement, Hilco and the Debtors have agreed on the following terms of compensation and expense reimbursement (the "Fee

⁴ Terms of the Engagement Agreement described in this Application are a summary and for informational purposes only. Nothing in this Application shall modify or amend the terms of the Engagement Agreement, and in the event of a conflict or inconsistency between the summary in this Application and the terms of the Engagement Agreement, the terms of the Engagement Agreement shall control.

Structure”):

Restructured Lease Savings Fee. For each Lease that becomes a Restructured Lease (as defined in the Engagement Agreement), Hilco will be paid a fee in an amount equal to a base fee of \$1,500, plus the Restructured Lease Savings and any other value secured multiplied by five and one quarter percent (5.25%), although the Restructured Lease Savings Fee percentage on the Restructured Lease Savings attributable to term shortening will be one and one half percent (1.50%) instead of the otherwise applicable five and one quarter percent (5.25%) for the six year period immediately following the Restructuring.

Post-Petition Lease Disposition Fee. For each Lease for which the Debtors enter into a written agreement that has the effect of assigning, terminating or selling the Lease for cash value paid to the Debtors, Hilco will be paid a fee in an amount equal to six percent (6%) of any cash value paid to the Debtors for the Lease.

14. In addition to any fees that may be paid to Hilco under the Engagement Agreement, the Debtors shall reimburse Hilco for all reasonable out-of-pocket expenses incurred in connection with its performance of services under the Engagement Agreement as set forth in Section 5 of the Engagement Agreement.

15. The Debtors submit that the Fee Structure is consistent with that of other real estate advisors performing similar services, in and out of chapter 11, for tenants of comparable size and complexity, and that the compensation set forth in the Engagement Agreement is reasonable under the circumstances and commensurate with the extent and value of services to be rendered to the Debtors. The terms of the Engagement Agreement, and specifically Hilco's compensation, were negotiated at arm's length and have been agreed to by the Debtors and Hilco.

**WAIVER OF COMPLIANCE
WITH REQUIREMENTS REGARDING TIME ENTRY DETAIL**

16. Given the nature of Hilco's proposed engagement, Hilco will not be billing the Debtors by the hour and will not be keeping records of time spent for professional services

rendered in these Chapter 11 Cases. Instead, Hilco intends to submit a summary final fee application, detailing general services provided by Hilco as well as listing the transactions consummated and showing the calculation of any fees paid and expenses reimbursed to Hilco.

17. Consistent with its ordinary practice and the practice of real estate advisors in other chapter 11 cases whose fee arrangements are not hours-based, Hilco does not typically maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. Given the foregoing and that Hilco's compensation is based on the savings to be achieved from restructuring, selling, assigning and terminating the Leases, the Debtors request that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any other guideline regarding the submission and approval of fee applications, Hilco's professionals be excused from maintaining time records in connection with the services to be rendered pursuant to the Engagement Agreement.

INDEMNIFICATION PROVISION

18. As set forth more fully in, and pursuant to the terms set forth within the Engagement Agreement, the Debtors acknowledge and agree to indemnify Hilco. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors will not be responsible for indemnifying Hilco for any liability to the extent such liability is found in a final judgment by a court of competent jurisdiction to have resulted primarily from Hilco's gross negligence or willful misconduct in the performance of its duties under the Engagement Agreement.

REPRESENTATION OF DISINTERESTEDNESS

19. The Baker Declaration represents that, to the best of Hilco's knowledge, it is not materially connected with the Debtors, their creditors, the United States Trustee or any person

employed by the Office of the United States Trustee, and that, to the best of Hilco's knowledge, after due inquiry, Hilco does not by reason of any direct or indirect relationship to, connection with or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged, except as may be set forth in the Baker Declaration. Based upon the Baker Declaration, Hilco is a "disinterested person," as that term is referenced in Bankruptcy Code section 327(a) and defined in Bankruptcy Code section 101(14).

20. To the extent that Hilco discovers any relevant facts or relationship bearing on the matters described herein during the period of its retention, Hilco will use reasonable efforts to supplement the Baker Declaration.

BASIS FOR RELIEF

21. Bankruptcy Code section 327(a) provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

22. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, and proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

23. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under Bankruptcy Code section 327(a) to file a motion, supporting affidavit and proposed order, all of which have been satisfied by this Application, the Baker Declaration and the Proposed Order. Further, in accordance with Local Rule 2014-1, Hilco acknowledges its continuing duty to supplement the Baker Declaration with additional material information relating to the employment of Hilco if necessary.

24. For the reasons stated above, the Debtors submit that Hilco's employment is necessary and in the best interests of the Debtors and their estates. Hilco's services are needed postpetition to continue assisting with negotiations with landlords and other third parties, as necessary, to provide advice regarding Lease-related matters, and to enable the Debtors to discharge their duties as debtors and debtors-in-possession. Hilco has extensive experience and an excellent reputation in providing high-quality real estate consulting services to debtors and creditors in bankruptcy reorganization and other restructurings. Accordingly, the Debtors believe that Hilco is well-qualified to provide its services to the Debtors in a cost effective, efficient, and timely manner.

25. Additionally, the terms and conditions of the Engagement Agreement were negotiated by the Debtors and Hilco at arm's length and in good faith. In light of the foregoing, and given the numerous landlord and Lease-related issues that Hilco may be required to address in its performance of these services, Hilco's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Hilco's services for engagements of this nature, the Debtors believe that the terms and conditions of the Engagement Agreement are fair, reasonable, and market-based under the standards set forth in Bankruptcy Code section 328(a).

26. The Debtors further believe that the compensation structure set forth in the Engagement Agreement appropriately reflects the nature and scope of services to be provided by Hilco, Hilco's substantial experience as a real estate advisor and consultant in chapter 11 cases and the fee and expenses typically utilized by Hilco and other leading real estate consultants and advisors.

27. The Debtors submit that the employment and retention of Hilco *nunc pro tunc* to the Petition Date and on the terms and conditions set forth herein and in the Engagement Agreement, is in the best interest of the Debtors, their estates, creditors, stakeholders, and other parties-in-interest, and therefore, should be approved.

28. Accordingly, the Debtors submit that Court approval of Hilco as Real Estate Advisor in these Chapter 11 Cases pursuant to Bankruptcy Code section 327(a), Bankruptcy Rules 2014 and 2016 and Local Rule 2014-1 is warranted.

RETENTION NUNC PRO TUNC TO THE PETITION DATE IS WARRANTED

29. Additionally, by this Application, the Debtors request approval of the retention and employment of Hilco *nunc pro tunc* to the Petition Date. Such relief is warranted by the circumstances presented by these Chapter 11 Cases. The Third Circuit has identified "time pressure to begin service" and absence of prejudice as factors favoring *nunc pro tunc* retention. *See Matter of Arkansas Co.*, 798 F.2d 645, 650 (3d Cir. 1986); *see also In re Indian River Homes, Inc.*, 108 B.R. 46, 52 (D. Del. 1989). The complexity, intense activity, and speed that have characterized these Chapter 11 Cases has necessitated that Hilco focus its immediate attention on time-sensitive matters and promptly devote substantial resources to the affairs of the Debtors pending submission and approval of this Application.

NOTICE AND NO PRIOR REQUEST

30. 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.

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

WHEREFORE, for the reasons set forth herein, in the First Day Declaration, and in the Baker Declaration, the Debtors respectfully request that this Court enter the Proposed Order, (a) authorizing the Debtors to retain Hilco as their Real Estate Advisor *nunc pro tunc* to the Petition Date in accordance with the Engagement Agreement, (b) granting a waiver of compliance with certain of the requirements of Local Rule 2016-2 and (c) granting such other and further relief as is just and proper.

Dated: November 14, 2019
Wilmington, Delaware



Matthew R. Manning
Chief Restructuring Officer
HRI Holding Corp.

Exhibit A

**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 SARAH K. BAKER IN SUPPORT OF THE APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF HILCO REAL ESTATE, LLC, AS REAL ESTATE ADVISOR TO THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE AND A WAIVER OF COMPLIANCE WITH CERTAIN OF THE REQUIREMENTS OF LOCAL RULE 2016-2

I, Sarah K. Baker, hereby declare under penalty of perjury under the laws of the United States of America that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am the Vice President and Assistant General Counsel for Hilco Trading, LLC, the managing member of Hilco Real Estate, LLC (“Hilco”), a real estate advisory and consultancy firm that maintains offices at 5 Revere Drive, Suite 320, Northbrook, Illinois 60062, and I am duly authorized to make this declaration (the “Declaration”) on behalf of Hilco.

2. I make this Declaration in support of the application (the “Application”) of the Debtors, filed contemporaneously herewith, for the entry of an order authorizing the retention

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.

and employment of Hilco pursuant to Bankruptcy Code sections 327(a) and 328(a) as Real Estate Advisor to the Debtors *nunc pro tunc* to the Petition Date. This Declaration is also submitted as the statement required pursuant to Bankruptcy Code sections 327(a), 328(a) and 504 and Bankruptcy Rule 2014(a).

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, I would testify thereto. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at Hilco and are based on information provided by them.

HILCO'S QUALIFICATIONS

4. Hilco is widely recognized in the commercial real estate and restructuring industries for its expertise in analyzing, negotiating, and marketing real property interests and leaseholds. Moreover, Hilco has experience operating within the parameters set forth in the Bankruptcy Code, and has been retained in numerous other Chapter 11 Cases to render similar services.

5. Upon information and belief, the Debtors selected Hilco as their Real Estate Advisor based upon, among other things, (i) the Debtors' need to retain a skilled and experienced real estate advisor to provide services relating to the Debtors' Leases, (ii) Hilco's extensive knowledge of the Debtors' Leases, including those targeted for restructuring and (iii) Hilco's extensive experience and excellent reputation in providing real estate consulting services in complex chapter 11 cases such as these. For the above reasons, Hilco is well qualified to serve as the Debtors' Real Estate Advisor in these Chapter 11 Cases.

² All capitalized terms used but otherwise not defined herein shall have the same meanings set forth in the Application.

SERVICES TO BE PROVIDED BY HILCO

6. The Debtors employed Hilco pursuant to that certain engagement letter dated June 21, 2019 between Hilco and the Debtors, a true and correct copy of which is attached to the Application as **Exhibit B** (the "Engagement Agreement").

7. Prior to the Petition Date, Hilco conducted a thorough real estate analysis for the Debtors and helped design the go-forward disposition strategy to be implemented through these Chapter 11 Cases. In furtherance thereof, Hilco has been extensively involved in the Debtors' Lease-related efforts since its retention and, as a result of Hilco's prepetition work performed on behalf of the Debtors Hilco has acquired significant knowledge of the Leases and the Debtors' goals and objectives with respect thereto.

8. The Engagement Agreement provides that Hilco will render the following types of services in the course of its engagement:

- (a) Meet with the Debtors to ascertain the Debtors' goals, objectives, and financial parameters;
- (b) Mutually agree with the Debtors with respect to a strategic plan for restructuring, assigning or terminating the Leases (the "Strategy");
- (c) On the Debtors' behalf, negotiate the terms of restructuring, assignment, and termination agreements with third parties and the Landlords under the Leases, in accordance with the Strategy;
- (d) Provide written reports periodically to the Debtors regarding the status of such negotiations; and
- (e) Assist the Debtors in closing the pertinent Lease restructuring, assignment and termination agreements.

9. The Debtors have indicated that the services that Hilco will provide are necessary to enable the Debtors to maximize the value of their estates for the benefit of creditors by critically assessing and modifying the Debtors' lease portfolio in order to generate maximum

value for the Debtors' estates. The Debtors also have indicated that they will coordinate with Hilco and the Debtors' other retained professionals to ensure that the foregoing services do not duplicate the services rendered by such other professionals.

HILCO'S DISINTERESTEDNESS

10. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, Hilco undertook to determine (a) whether it had any relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors and (b) all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtors, their creditors, other parties-in-interest, the United States Trustee or any person employed in the office of the United States Trustee (the "U.S. Trustee").

11. To check potential relationships and connections in these Chapter 11 Cases, Hilco searched its client database to determine whether it had any relationship or connection with the entities identified by the Debtors or their representatives as potential parties-in-interest listed on **Schedule 1** hereto (collectively, the "Potential Parties-in-Interest"). Except as set forth on **Schedule 2** attached hereto, this inquiry revealed that none of the Potential Parties-in-Interest has a connection to Hilco.

12. Additionally, Hilco is not a creditor of the Debtors' estates. In connection with the execution of the Engagement Agreement, the Debtors paid Hilco a retainer in the amount of \$75,000 (the "Retainer"), which Retainer was earned in full upon execution of the Engagement Agreement and is non-refundable; provided, however, Hilco has and will continue to offset against the Retainer any fees earned under the Engagement Agreement. To date, Hilco continues to hold \$44,184 of the Retainer. Other than the retainer, Hilco has not received any payment from the Debtors during the ninety (90) days prior to the Petition Date.

13. As part of its diverse global activities, Hilco is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties-in-interest in these Chapter 11 Cases. Moreover, Hilco has in the past, and may in the future, be represented by several attorneys and law firms, some of which may be involved in these Chapter 11 Cases. Finally, Hilco has in the past, and will likely in the future, be working with or opposite other professionals involved in these Chapter 11 Cases with respect to matters wholly unrelated to these Chapter 11 Cases. Based on our current knowledge of the professionals involved in these Chapter 11 Cases and to the best of my knowledge, none of these business relationships constitute interests adverse to the estates in matters upon which Hilco is to be employed and none are in connection with these Chapter 11 Cases.

14. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties-in-interest in these Chapter 11 Cases. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any conflict including the efforts outlined above, Hilco is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party-in-interest in these Chapter 11 Cases. If Hilco discovers any information that is contrary or pertinent to the statements made herein, Hilco will promptly disclose such information to the Court.

15. Hilco does not advise, has not advised, and will not advise any entity other than the Debtors in matters related to these Chapter 11 Cases. Hilco will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties-in-interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

16. Except as otherwise set forth herein and in the Application, to the best of my knowledge, information, and belief, neither Hilco nor any employee of Hilco is a creditor, an equity holder, or an insider of the Debtors. To the best of my knowledge, information and belief, neither Hilco nor any employee of Hilco is or was, within two (2) years before the Petition Date, a director, an officer, or an employee of the Debtors. Also, to the best of my knowledge, information, and belief, neither the undersigned nor the Hilco's professionals expected to assist the Debtors in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the District of Delaware, the U.S. Trustee or any persons employed in the office of the U.S. Trustee.

17. Accordingly, to the best of my knowledge, information and belief: (a) Hilco is a "disinterested person" within the meaning of Bankruptcy Code section 101(14) and as required by Bankruptcy Code section 327(a), and holds no interest materially adverse to the Debtors, their creditors and shareholders for the matters for which Hilco is to be employed and (b) Hilco has no connection to the Debtors, their creditors, shareholders, or related parties herein.

HILCO'S COMPENSATION AND INDEMNITY

18. In consideration for Hilco's services, the Debtors have agreed, subject to the approval of this Court, to pay Hilco the following fees:³

Restructured Lease Savings Fee. For each Lease that becomes a Restructured Lease (as defined in the Engagement Agreement), Hilco will be paid a fee in an amount equal to a base fee of \$1,500, plus the Restructured Lease Savings and any other value secured multiplied by five and one quarter percent (5.25%), although the Restructured Lease Savings Fee percentage on the Restructured Lease Savings attributable to term shortening shall be one and one half percent (1.50%) instead of the otherwise applicable five and

³ Terms of the Engagement Agreement described in this Declaration are a summary and for informational purposes only. Nothing in this Application shall modify or amend the terms of the Engagement Agreement, and in the event of a conflict or inconsistency between the summary in this Declaration and the terms of the Engagement Agreement, the terms of the Engagement Agreement shall control.

one quarter percent (5.25%) for the six year period immediately following the Restructuring.

Post-Petition Lease Disposition Fee. For each Lease for which the Debtors enter into a written agreement that has the effect of assigning, terminating or selling the Lease for cash value paid to the Debtors, Hilco will be paid a fee in an amount equal to six percent (6%) of any cash value paid to the Debtors for the Lease.

19. In addition to any fees that may be paid to Hilco under the Engagement Agreement, the Debtors shall reimburse Hilco for all reasonable out-of-pocket expenses incurred in connection with its performance of services under the Engagement Agreement as set forth in Section 5 of the Engagement Agreement.

20. The compensation structure set forth in the Application is consistent with Hilco's typical fees for work of this nature. The fees are set at a level designed to compensate Hilco fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Hilco's policy to charge its clients for all expenses incurred in the rendition of services.

21. It is not the general practice of real estate advisory firms to keep detailed time records similar to those customarily kept by attorneys.

22. The compensation structure and related indemnity provisions are comparable to those generally charged by real estate advisory firms of similar stature to Hilco and for comparable engagements, both in and out of court.

23. The foregoing constitutes the statement of Hilco pursuant to Bankruptcy Code section 504, and Bankruptcy Rules 2014(a) and 5002.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 14, 2019

/s/ Sarah K. Baker
Sarah K. Baker
VP & AGC, Managing Member

SCHEDULE 1

Potential Parties-in-Interest

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
McKitrick 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 VoIP
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. Dba 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
Clemela 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 Communtiy 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
Dynegy 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
KONNSE 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 PRTNRSHIP
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 Hoffman 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.
MMCS 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.

PRIII 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 COMPTROLLER
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 Conrtool 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 DITIBUTION 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

- a. Affiliates of Hilco employ the following individuals who previously were associated with the Bankruptcy and Corporate Restructuring section of the law firm of Young Conaway Stargatt & Taylor, LLP (“YCST”) in Wilmington, Delaware: (i) Ian S. Fredericks, Executive Vice President and Chief Legal Officer of Hilco Merchant Resources, LLC, and (ii) David Peress, Executive Vice President of Hilco IP Services, LLC. Mr. Fredericks and Mr. Peress left YCST in 2008 and 2000, respectively. While at YCST, the Honorable Brendan Linehan Shannon and the Honorable John Dorsey were partners in the Bankruptcy and Corporate Restructuring section.
- b. While at Ashby & Geddes, the Honorable Karen Owens provided legal services to Affiliates of Hilco in matters unrelated to the Debtors and these cases.
- c. Hilco Merchant Resources, LLC, an affiliate of Hilco, and Simon Property Group are each minority equity holders, together with other investors, in two entities unaffiliated with and unrelated to the Debtors and these chapter 11 cases. Additionally, Hilco Merchant Resources, LLC was named in a complaint filed by Simon Property Group in the Superior Court of Marion County, Indiana, which matter is unrelated to the Debtors and these cases.
- d. In matters unrelated to the Debtors, Hilco has previously performed appraisal services for (or related to) the following entities: (i) CIT Bank, (ii) US Bank, and (iii) TD Bank. Hilco does not believe that these connections create a conflict of interest regarding the Debtors or these chapter 11 cases.
- e. In matters wholly unrelated to the Debtors, Hilco and its affiliates have engaged, retained or currently work with certain entities identified as Professionals or other interested parties in these cases: (i) Katten Muchin Rosenman LLP, (ii) Kirkland & Ellis LLP, and (iii) Young Conaway Stargatt & Taylor LLP.
- f. Because of the magnitude of the entire creditor list in these cases, it is possible that Hilco may represent or may have represented other creditors of the Debtors but does not represent any such creditors in connection with these cases. Hilco presently or in the past has served as a professional person in other matters, wholly unrelated to the Debtors or these cases, in which other attorneys, accountants and other professionals of the Debtors, creditors, or other parties in interest may have also served or serve as professional persons.

Exhibit B

REAL ESTATE CONSULTING AND ADVISORY SERVICES AGREEMENT

This Real Estate Consulting and Advisory Services Agreement (“Agreement”) is entered into effective as of June 21, 2019, by and between Hilco Real Estate, LLC (“Hilco”) and Houlihan’s Restaurants, Inc. (the “Company”).

Recitals:

WHEREAS, the Company is the owner of the leasehold interests listed on Exhibit A attached hereto (each a “Lease” and collectively, the “Leases”); and

WHEREAS, the Company seeks to engage Hilco to provide certain consulting services in connection with the Leases as provided herein.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Hilco agree as follows:

- 1) Consulting and Advisory Services. Hilco shall provide the consulting and advisory services described below (collectively, the “Services”) to the Company with respect to the Leases:
 - a) Meet with the Company to ascertain the Company’s goals, objectives and financial parameters;
 - b) Mutually agree with the Company with respect to a strategic plan for restructuring, assigning, or terminating the Leases (the “Strategy”);
 - c) On the Company’s behalf, negotiate the terms of restructuring, assignment, and termination agreements with third parties and the landlords under the Leases, in accordance with the Strategy;
 - d) Provide written reports periodically to the Company regarding the status of such negotiations; and
 - e) Assist the Company in closing the pertinent Lease restructuring, assignment, and termination agreements.

The Company may add additional leases to Exhibit A with the consent of Hilco in which case such additional leases shall be considered “Leases” for purposes of this Agreement and the Company and Hilco shall mutually agree on a Strategy covering the additional leases.

2) Term and Termination.

- a) Term. The term of this Agreement shall commence upon the execution hereof and shall expire on the date that is twelve (12) months therefrom.

- b) Termination. The Company shall have the right to terminate this Agreement for cause upon written notice to Hilco. Termination for cause shall mean any termination as a result of Hilco's fraud, misrepresentation, gross negligence, willful misconduct or material breach by Hilco of any of the terms of this Agreement.
- c) Effect of Termination. Upon termination of this Agreement by the Company, Hilco shall: (i) immediately discontinue all Services; and (ii) deliver to the Company all information, reports, papers, and other materials prepared or obtained by Hilco in performing the Services, whether completed or in process. Upon termination, the Company shall be liable only for payment of accrued and unpaid Expenses of Hilco as of the effective date of the termination; and no compensation shall be due unless such fees shall have been earned by Hilco as of the effective date of termination in accordance with Sections 4 and 6 below.
- 3) Authority. Hilco shall serve as the Company's exclusive agent for the purpose of the Services. All communications and inquiries regarding restructuring, assigning, or terminating the Leases, including those directed to the Company (including (without limitation) its officers, agents and employees), shall be redirected to Hilco, unless otherwise agreed to by Hilco and the Company. Hilco shall promptly advise the Company of all offers made with respect to the Leases. Hilco is authorized only to negotiate the terms of agreements with respect to the restructuring, assigning, or terminating the Leases in accordance with the Strategy at the direction and on the behalf of the Company, but not to commit the Company to any such agreement or arrangement or to sign any instrument on behalf of the Company. Company has the right, in its sole discretion, to accept or reject any offers with respect to the Leases, and, in the event of such rejection, the Company shall not be liable to Hilco for any fee or compensation, except as provided in Sections 4 and 6 below.
- 4) Compensation. As compensation for Hilco's Services, the Company will pay to Hilco compensation in accordance with the following.
- a) Certain Definitions.
- i) "Assigned/Terminated Lease" means any Lease for which the Company enters into a written agreement that has the effect of terminating or assigning the Lease prior to any filing for protection under the United States Bankruptcy Code, 11 U.S.C. § 101 *et. seq.* (the "Bankruptcy Code").
 - ii) "Assigned/Terminated Lease Savings Fee" means, for any Assigned/ Terminated Lease, an amount equal to the Lease Savings and any other value secured (*i.e.* cash value paid to the Company) multiplied by six percent (6.0%).
 - iii) "Restructured Lease" means any Lease for which the Company enters into a written agreement with the applicable landlord that has the effect of modifying the terms of such Lease.
 - iv) "Restructured Lease Savings Fee" means, for any Restructured Lease, an amount equal to a base fee of \$1,500 plus the aggregate Restructured Lease Savings and other value secured multiplied by five and one quarter percent (5.25%).

- v) "Restructured Lease Savings" means an amount equal to the net savings created by a Restructured Lease for the six (6) year period immediately following the Restructuring, including (without limitation) the sum of (x) the aggregate reduction of base rent, percentage rent, CAM, real estate taxes, insurance, and deferred maintenance or maintenance obligations (including clean up) payable under a lease (inclusive of term shortening, although the Restructured Lease Savings Fee percentage on the Restructured Lease Savings attributable to term shortening shall be one and one half percent (1.50%) instead of the otherwise applicable five and one quarter percent (5.25%)) for such six (6) year period, and (y) the aggregate amount of any tenant improvement allowance dollars secured or past due amounts or claims waived, minus any restructuring, termination or similar fees paid by the Company to the counterparty to the leased property, or any other party, in connection with the Restructured Lease. Where term is extended or renewed and the rent during such extended or renewed period is not specifically fixed or calculable pursuant to the terms of the Lease, Restructured Lease Savings for such extended or renewed term shall be calculated using the last year's gross rent immediately prior to the extended or renewed period under such Lease as the baseline (or, the gross rent for such option term if the rent is fixed or calculable for the option term under the Lease) less the reduced gross rent for such extended or renewed period negotiated in connection with the restructuring. In no event shall future rent due under any extended term be used to offset lease savings.
- vi) "Post-Petition Lease Disposition" means any Lease for which the Company enters into a written agreement subsequent to any filing for protection under the Bankruptcy Code that has the effect of assigning, terminating or selling the Lease for cash value paid to the Company; provided, however, that for the avoidance of doubt and notwithstanding anything herein to the contrary, any Lease that is assigned or sold to a purchaser of all or substantially all of the Company's or a division of the Company's assets shall not, in and of itself, be considered an Assigned/Sold Lease (but may still be a Restructured Lease).
- vii) "Post-Petition Lease Disposition Fee" means, for any Post-Petition Lease Disposition, an amount equal to six percent (6.0%) of any cash value paid to the Company for the Lease.
- viii) "Lease Savings" means an amount equal to the net savings during the current term (and excluding any kick outs or option terms) created by a Terminated Lease or an Assigned Lease, as the case may be, including (without limitation) the difference between (x) the aggregate base rent, percentage rent, CAM, real estate taxes, insurance, and deferred maintenance or maintenance obligations (including clean up) payable under such Lease for which the Company is relieved from paying under such Lease and (y) the aggregate amount of any termination, assignment, or similar fees paid by the Company to the counterparty to such Lease in connection with such Lease.
- b) Restructuring. For each Lease that becomes a Restructured Lease, Hilco shall earn a fee equal to the Restructured Lease Savings Fee. The amounts payable on account of a

Restructured Lease shall be paid in a lump sum upon closing of the transaction having the effect of restructuring the Lease.

- c) Assigned/ Terminated. For each Lease that becomes an Assigned/Terminated Lease, Hilco shall earn a fee equal to the Assigned/Terminated Lease Savings Fee. The amounts payable on account of an Assigned/Terminated Lease shall be paid in a lump sum upon closing of the transaction having the effect of terminating or assigning the Lease, as the case may be.
- d) Post-Petition Lease Disposition. For each Lease that becomes a Post-Petition Lease Disposition, Hilco shall earn a fee equal to the Post-Petition Lease Disposition Fee. The amounts payable on account of a Post-Petition Lease Disposition shall be paid in a lump sum upon closing of the transaction having the effect of assigning, terminating or selling the Lease.
- e) Retainer. The Company shall pay Hilco a retainer of \$75,000 upon execution of this Agreement (the "Retainer"), which Retainer shall be earned in full upon execution of this Agreement and shall be non-refundable; provided, however, that Hilco shall offset the Retainer against the final invoice(s) (as determined by the parties, acting reasonably) for fees earned hereunder, provided, however, further, that in no event shall Hilco have any obligation to refund any portion of the Retainer.
- f) Free and Clear. All fees payable to Hilco hereunder shall be free and clear of any liens, claims and encumbrances, including the liens of any secured parties.

5) Expenses. All Expenses (defined below) shall be borne by the Company, and Hilco shall be entitled to reimbursement from the Company for all Expenses. Billing shall be monthly and invoices are due not later than thirty (30) days after the date of invoice. "Expenses" means all reasonable, documented (through receipts or invoices) out-of-pocket expenses incurred by Hilco in connection with its performance of its Services hereunder, including, without limitation: reasonable expenses of advertising, marketing, coach travel and transportation, including, the cost of out-of-town travel and postage and courier/overnight express fees and other mutually agreed upon expenses incurred in connection with performing the services required by this Agreement.

6) Survival. Within fifteen (15) calendar days after termination of this Agreement, Hilco shall provide the Company with a list of all third parties, including landlords (each, a "Prospect") that Hilco has engaged in negotiations with respect to the Leases. If within one hundred and eighty (180) days after the expiration of the Term of this Agreement, or any extension thereof agreed to in writing by the Company and Hilco, the Company (or a purchaser) and any Prospect should enter into a written agreement covered by this Agreement, incorporating deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Hilco in connection with the Leases, Hilco shall be entitled to a Restructured Lease Savings Fee, Assigned/Terminated Lease Savings Fee, or Post-Petition Lease Disposition Fee, as applicable, in accordance with the terms of this Agreement.

7) Hilco and Company Covenants. In consideration of this Agreement, Hilco agrees to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement. Hilco shall conduct all negotiations on behalf of the Company in a professional and businesslike manner and in accordance with the Company's and its officers', representatives' and counsel's reasonable instructions. The Company agrees to cooperate reasonably with Hilco and to make available to Hilco such information as Hilco reasonably requests, including true and correct copies of the Leases, all information relating to occupancy-related expenses for the Leases and related correspondence.

8) Confidentiality. Hilco acknowledges that information furnished or made available by the Company, its employees or representatives to Hilco and its employees or representatives relating to the Leases and the business or affairs of the Company is confidential and is the property of the Company. During and after the term of this Agreement, Hilco will not disclose any such information to any person or use any such information for any purpose other than the performance of its obligations hereunder, in each case, without the prior written consent of the Company.

9) Assignment; Successors and Assigns. Neither party may assign its rights or delegate any of its obligations hereunder without the prior written consent of the other party; provided, however, that the Company shall be permitted to assign and transfer this Agreement and its rights and obligations hereunder, without the consent of Hilco, to a purchaser of the Leases(s) pursuant to section 363 of the Bankruptcy Code or otherwise. For the avoidance of doubt, if a purchaser of the Company's or a division of the Company's assets (whether through a credit bid, plan of reorganization, 363 sale or otherwise) acquires the Leases (or any portion thereof), directly or through designation rights, and enters into an agreement (in connection with such purchase) for a Lease that incorporates deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Hilco in connection with the Leases, then Hilco shall be entitled to a Restructured Lease Savings Fee, Assigned/Terminated Lease Savings Fee, or Post-Petition Lease Disposition Fee, as applicable, with respect to such Lease, and such fee shall be paid by the Company, or, in the event such purchaser assumes this Agreement and the Company's obligations hereunder, by the purchaser. Subject to that limitation, this Agreement shall be binding upon and shall inure to the benefit of each party and its successors and assigns.

10) Indemnification.

- a) The Company shall indemnify Hilco and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by Hilco, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) the Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions) or willful misconduct of the Company, its officers, directors, employees, agents or representatives.
- b) Hilco shall indemnify the Company and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by the Company, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) Hilco's material breach of or failure to comply with any of its agreements,

covenants, representations or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions) or willful misconduct of Hilco, its officers, directors, employees, agents or representatives.

11) General Provisions.

- a) The Company and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.
- b) The Company recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour or maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein.
- c) Any correspondence or required notice shall be addressed as follows:

If to Hilco: Hilco Real Estate, LLC
5 Revere Drive
Suite 206
Northbrook, Illinois 60062
Tel. (847) 418-2086
Email: RLawlor@hilcoglobal.com
Attn: Ryan Lawlor

If to the Company: Houlihan's Restaurants, Inc.
8700 State Line Road
Suite 100
Leawood, Kansas 66206
Tel. 9139012591
Fax 9139012661
Attn: Cynthia Parres
Email: cparres@houlihans.com

- d) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.
- e) By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.
- f) The construction, validity and interpretation of this Agreement will be governed by the internal law of the State of Illinois, without regard to any choice of law principle that might otherwise result in the application of the law of any other jurisdiction. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter arising out of or in connection with this Agreement.


- g) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.
- h) The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco has not guaranteed the Company any return or results with respect to the services to be provided.
- i) This Agreement constitutes the entire agreement between the Company and Hilco and supersedes all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of the parties to this Agreement.
- j) If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs actually incurred.
- k) Hilco may use the Company's name on Hilco's representative client lists, in any advertisements, publications or as a reference.
- l) In the event the Company seeks protection under the Bankruptcy Code in a United States Bankruptcy Court (the "Bankruptcy Court") of proper jurisdiction, the Company agrees to promptly request entry of an order under sections 327 and 328 of the Bankruptcy Code, in form and substance acceptable to Hilco in its sole discretion, authorizing the Company's assumption and/or retention of Hilco under this Agreement, which the Company agrees to use the Company's diligent efforts to obtain (the "Retention Order"). The Company will use diligent efforts to ensure that the Retention Order specifically provides that: (i) Hilco is being retained pursuant to sections 327 and 328 of the Bankruptcy Code by the Company; (ii) the payment of all fees and reimbursement of expenses hereunder to Hilco is approved under section 328 of the Bankruptcy Code and shall be free and clear of all liens, claims and encumbrances; (iii) all such payments of fees and reimbursement of expenses shall be made without further order of the Bankruptcy Court and in accordance with this Agreement; and (iv) Hilco is not required to maintain time records or file interim or final fee applications.


* * *

IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this Agreement as of the date first above written.

HOULIHAN'S RESTAURANTS, INC.

HILCO REAL ESTATE, LLC

By: 
Title: *Cynthia D. Parry*
Date: *6/21/19*

By: 
Title: VP & AGC, Managing Member
Date: June 21, 2019

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 THE EMPLOYMENT AND RETENTION OF HILCO REAL ESTATE, LLC, AS REAL ESTATE ADVISOR TO THE DEBTORS, *NUNC PRO TUNC* TO THE PETITION DATE AND A WAIVER OF COMPLIANCE WITH CERTAIN OF THE REQUIREMENTS OF LOCAL RULE 2016-2

Upon the *Application of the Debtors for Entry of an Order Approving the Employment and Retention of Hilco Real Estate, LLC, as Real Estate Advisor to the Debtors, Nunc Pro Tunc to the Petition Date and a Waiver of Compliance with Certain of the Requirements of Local Rule 2016-2* (the “Application”);² and upon the *Declaration of Sarah K. Baker in Support of the Application of the Debtors for Entry of an Order Approving the Employment and Retention of Hilco Real Estate, LLC, as Real Estate Advisor to the Debtors, Nunc Pro Tunc to the Petition Date and a Waiver of Compliance with Certain of the Requirements of Local Rule 2016-2* (the “Application”) (the “Baker Declaration”); and the Court having jurisdiction over this matter

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 Capitalized terms used but not defined herein shall have the meanings set forth in the Application.

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; and the Court having found that this Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution;³ and the Court having found that venue of this proceeding and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that Hilco Real Estate, LLC (“Hilco”) does not hold or represent any interest adverse to the Debtors’ estates and that it is a “disinterested person” as contemplated under Bankruptcy Code sections 327 and 328; and it appearing that sufficient notice of the Application has been given; and it appearing that the relief requested by the Application is in the best interests of the Debtors’ estates; and sufficient cause appearing therefor; it is hereby

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

ORDERED that the Debtors are authorized, pursuant to Bankruptcy Code sections 327(a) and 328(a), to engage, effective as of the Petition Date, upon the terms and for the purposes set forth in the Application and in that certain engagement letter attached to the Application as **Exhibit B** (the “Engagement Agreement”), Hilco as real estate advisor to the Debtors in the above-captioned Chapter 11 Cases *nunc pro tunc* to the Petition Date; and it is further

ORDERED that the Debtors are authorized to compensate and reimburse Hilco pursuant to the terms of the Engagement Agreement and as set forth in the Application; and it is further

ORDERED that Hilco shall be compensated for 100% of all amounts due upon submission of an acceptable invoice to the Debtors for all services and expenses incurred in connection with the services provided under the Engagement Agreement. Hilco shall not be

³ Pursuant to Local Rule 9013-1(f), the Debtors hereby confirm their consent to entry of a final order by this Court in connection with this Application if it is later determine that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

required to submit interim fee applications for its services under the Engagement Agreement. Upon completion of its work for the Debtors, Hilco shall file a final fee application which shall be subject to the standard of review provided in Bankruptcy Code section 328(a) and not subject to any other standard of review under Bankruptcy Code section 330; provided, however, that the Office of the United States Trustee (the “U.S. Trustee”) shall retain the right to object to the compensation and fees and expenses to be paid to Hilco pursuant to the Application and the Engagement Agreement based on the reasonableness standard provided for in Bankruptcy Code section 330, not Bankruptcy Code section 328(a), and the Court shall consider any such objection by the U.S. Trustee under Bankruptcy Code section 330; and it is further

ORDERED that in light of the services to be provided by Hilco and the compensation structure in the Engagement Agreement, Hilco and its professionals shall be excused from: (i) the requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a), Local Rule 2016-2 and the United States Trustee Fee Guidelines; and (ii) conforming with a schedule of hourly rates for its professionals, and Hilco shall instead submit a summary final fee application, detailing general services provided by Hilco as well as listing the transactions consummated and showing the calculation of any fees paid and expenses reimbursed to Hilco; and it is further

ORDERED that, to the extent requested in the Application, Hilco is excused from complying with the information requirements contained in Local Rule 2016-2(d); and it is further

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

- a) Hilco shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court; and

- b) The Debtors shall have no obligation to indemnify Hilco, or provide contribution or reimbursement to Hilco, for any claim or expense that is judicially determined (the determination having become final) to have arisen directly from Hilco's gross negligence, willful misconduct, or bad faith unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or settled prior to such a judicial determination as to Hilco's gross negligence, willful misconduct, or bad faith but determined by this Court, after notice and a hearing to be a claim or expense for which Hilco should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by the Proposed Order; and

- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, Hilco 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 Application), including without limitation the advancement of defense costs, Hilco must file an application therefore in this Court, and the Debtors may not pay any such amounts to Hilco before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Hilco for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Hilco. All parties in interest shall retain the right to object to any demand by Hilco for indemnification, contribution or reimbursement; and

- d) Notwithstanding anything to the contrary in the Engagement Agreement or the Application, any limitations on any amounts to be contributed by the parties to the Engagement Agreement shall be eliminated. The Indemnified Parties shall retain any rights they may have to contribution at common law; and it is further

ORDERED that the Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Order; and it is further

ORDERED that this Court shall have exclusive jurisdiction over the engagement of Hilco by the Debtors until the earlier of the time these Chapter 11 Cases are closed, dismissed or converted; 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: _____, 2019
Wilmington, Delaware

The Honorable Mary F. Walrath
United States Bankruptcy Judge