

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

In re:

HRI HOLDING CORP., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-12415 (MFW)  
(Jointly Administered)

Ref. Nos. 15 & 88

**NOTICE OF FILING OF PROPOSED SALE ORDER  
AND LIST OF ASSIGNED CONTRACTS**

**PLEASE TAKE NOTICE** that on November 14, 2019, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Motion of the Debtors for Entry of an Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of all Claims and Liens, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 15] (the “Sale Motion”).

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit 1** is a copy of the proposed *Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside the Ordinary Course of Business, (B) Authorizing the Sale Of Assets Free and Clear of All Liens and Claims, (C) Authorizing the Assumption and Assignment*

<sup>1</sup> 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 (8058), 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.



*of Certain Executory Contracts and Unexpired Leases, (D) Authorizing Distribution to the Lenders, and (E) Granting Related Relief.*

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit 2** is the Purchaser's initial list of Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have extended the deadline for Purchaser to identify those executory contracts and unexpired leases that Purchaser elects to designate as Designation Rights Assets to December 23, 2019 at 5:00 p.m. (ET). The Debtors will file notice of the list of Designation Rights Assets following receipt thereof.

Dated: December 18, 2019  
Wilmington, Delaware

**LANDIS RATH & COBB LLP**

/s/ Kimberly A. Brown

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# **Exhibit 1**

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

In re:

HRI HOLDING CORP., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 19-12415 (MFW)  
(Jointly Administered)

Related Docket Nos. 15, 88, 89, 163 &amp; 296

**ORDER (A) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING  
THE SALE OF CERTAIN ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY  
COURSE OF BUSINESS, (B) AUTHORIZING THE SALE OF ASSETS FREE  
AND CLEAR OF ALL LIENS AND CLAIMS, (C) AUTHORIZING THE  
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES, (D) AUTHORIZING DISTRIBUTION TO THE  
LENDERS, AND (E) GRANTING RELATED RELIEF**

Upon the *Motion of the Debtors for Entry of an Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of all Claims and Liens, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 15] (the “Sale Motion”);<sup>2</sup> and pursuant to this Court’s *Order (A) Approving Bidding Procedures in Connection with a Transaction by Public Auction; (B) Scheduling a Hearing to Consider the Transaction; (C) Approving the Form*

<sup>1</sup> 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.

<sup>2</sup> Except where otherwise indicated, capitalized terms used but not defined shall have the meanings ascribed to them in the Motion, Bidding Procedures Order (defined below) or the Agreement (as defined below), as applicable.

*and Manner of Notice Thereof; (D) Approving Contract Procedures; and (E) Granting Related Relief* [Docket No. 164] (the “Bidding Procedures Order”), the Court having authorized the above captioned debtors and debtors-in-possession (the “Debtors” or the “Sellers”) to enter into that certain Asset Purchase Agreement by and between Landry’s, LLC and Houlihan’s Restaurants, Inc. and All Other Sellers Identified on Annex I, dated as of November 12, 2019 (as may be amended or otherwise modified from time to time and including all related instruments, documents, exhibits, schedules, and agreements thereto, collectively, the “Agreement”), a copy of which is collectively attached hereto as **Exhibit A**, pursuant to which Landry’s, LLC (together with its permitted successors, designees and assigns, collectively “Purchaser”) agreed to serve as the “Stalking Horse Bidder” with respect to the Purchased Assets, free and clear of all Claims and Liens (as defined below), with such sale to be in accordance with the terms and conditions of the Agreement; and the Bidding Procedures Order having authorized the Debtors to conduct, and approving the terms and conditions of, an auction as set forth in the Bidding Procedures Order (the “Auction”) to consider higher or otherwise better offers for the Purchased Assets, establishing a date for the Auction, and approving, among other things: (i) certain Bidding Procedures (the “Bidding Procedures”) to be used in connection with the Auction; (ii) the form and manner of notice of the Auction and Bidding Procedures; (iii) procedures relating to certain unexpired leases and executory contracts, including notice of proposed cure amounts; and (iv) the Termination Fee; and the Court having established the date of the hearing on the Sale Motion (the “Sale Hearing”); and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and in consideration of the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in

accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in these Chapter 11 Cases, including the Sale Motion, the affidavits of service regarding the Sale Motion [Docket Nos. 74 and 131], and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Purchased Assets to be sold, transferred, or conveyed pursuant to the Agreement, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* dated February 29, 2012. This matter is a "core proceeding" pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court

expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein and the closing of all Transactions contemplated hereby without regard to any stay or delay in its implementation.

E. The statutory and rule-based predicates for the relief requested in the Sale Motion and for the approvals and authorizations herein are (i) sections 102, 105, 363 and 365 of the Bankruptcy Code, (ii) Bankruptcy Rules 2002, 6004, 6006, and 9014 and (iii) Local Rule 6004-1.

F. On November 14, 2019 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession and management of their businesses and properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

G. As evidenced by the affidavits of service filed with the Court [Docket Nos. 74, 131 and 132], proper, timely, adequate, and sufficient notice of, and a reasonable opportunity to object or otherwise to be heard regarding: the Sale Motion, the Auction, the Sale Hearing, and the Transactions contemplated by the Agreement, including the sale of the Debtors' Purchased Assets (the "Sale") have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008, and 9014, the local rules of the Court, the procedural due process requirements of the United States Constitution, and in compliance with the Bidding Procedures Order. The Debtors also gave due and proper notice of the potential assumption, sale, and assignment of each contract or lease listed on the notice of assumption, sale, and assignment of designated unexpired leases and executory contracts filed on November 27, 2019 [Docket No. 88] (the "Assigned Contracts") to each non-debtor party under each such Assigned Contract. Such notice was good and sufficient and appropriate under the

particular circumstances. No other or further notice of , opportunity to object to, or other opportunity to be heard regarding the Sale Motion, the Auction, the Sale Hearing, the assumption and assignment of the Assigned Contracts, or of the entry of this Order is necessary or shall be required.

H. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation, (i) all entities that claim any interest in or lien upon the Purchased Assets, (ii) all non-debtor parties to Assigned Contracts assumed and sold and assigned pursuant to this Order, (iii) all governmental taxing authorities that have, or as a result of the sale of the Purchased Assets may have, Claims, contingent or otherwise, against the Debtors, (iv) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002 or Local Rule 2002-1, (v) all creditors (whether their Claims are liquidated, contingent, or unmatured) of the Debtors, (vi) all interested governmental, pension and environmental authorities, (vii) the Office of the United States Trustee for the District of Delaware, and (viii) all entities that heretofore expressed to the Debtors a serious interest in purchasing the Purchased Assets. Other parties interested in bidding on the Purchased Assets were provided, pursuant to the Bidding Procedures Order, sufficient information to make an informed judgment on whether to bid on the Purchased Assets.

I. The Purchased Assets and the NewCo Stock (as defined below)<sup>3</sup> are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

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<sup>3</sup> Any reference to the transfer of the NewCo Stock in this Order shall be applicable only to the extent Purchaser elects to have the Debtors transfer some or all of the Purchased Assets to NewCo pursuant to Section 13.12 of the Agreement. To the extent Purchaser elects to purchase NewCo Stock, the NewCo Stock shall be included as a Purchased Asset.



J. The Debtors have demonstrated a sufficient basis and the existence of reasonable, appropriate and compelling circumstances requiring them to enter into the Agreement, sell or transfer the Purchased Assets and/or the NewCo Stock and assume and assign the Assigned Contracts, to Purchaser and/or NewCo, as applicable, under sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their stakeholders.

K. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, substantively and procedurally fair to all parties.

L. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors (a) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase all of the Debtors' assets, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Purchased Assets, and (c) considered any bids submitted on or before the deadline to submit bids as set forth in the Bidding Procedures (the "Bid Deadline").

M. Purchaser has certain rights to assign its rights and obligations in accordance with Sections 13.3 and 13.10 of the Agreement. To the extent Purchaser effects one or more assignments pursuant to Sections 13.3 and 13.10 of the Agreement, the assignees shall be the "Purchaser" hereunder.

N. The Debtors received no Qualified Bids (other than the Stalking Horse Bid). As such, the Auction was cancelled and the Debtors identified the bid by Purchaser as the highest or otherwise best offer for the Purchased Assets pursuant to the terms of the Bidding Procedures Order. The Debtors have provided reasonable and adequate notice of the cancellation of the Auction and of the Purchaser being designated the Successful Bidder pursuant to the terms of the Bidding Procedures Order. The Bidding Procedures obtained the highest value for the Purchased Assets for the Debtors and their estates.

O. The offer of Purchaser, upon the terms and conditions set forth in the Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agreement, (i) is the highest or best offer received by the Debtors, (ii) is fair and reasonable, (iii) is in the best interests of the Debtors' stakeholders and estates, (iv) constitutes full and fair consideration and reasonably equivalent value for the Purchased Assets and/or the NewCo Stock, and (v) will provide a greater recovery for the Debtors' creditors, and other interested parties than would be provided by any other practically available alternative. No other entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Purchaser.

P. Purchaser is not an "insider" or "affiliate" of the Debtors as those terms are defined in the Bankruptcy Code and the decisions thereunder. Purchaser is a purchaser in "good faith," as that term is used in the Bankruptcy Code and the decisions thereunder and is entitled to the protections of section 363(m) and (n) of the Bankruptcy Code with respect to the Purchased Assets and/or the NewCo Stock. The Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor Purchaser have engaged in any conduct that would prevent the application of

section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the sale transaction and transfer of the Purchased Assets, the NewCo Stock, and Assigned Contracts to Purchaser and/or NewCo. Purchaser is purchasing the Purchased Assets (including the Assigned Contracts) and/or the NewCo Stock in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is, therefore, entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (i) Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets, (ii) Purchaser complied with the provisions in the Bidding Procedures Order, (iii) all consideration to be paid by Purchaser and other agreements or arrangements entered into by Purchaser in connection with the sale have been disclosed, (iv) Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction, and (v) the negotiation and execution of the Agreement and any other agreements or instruments related thereto were in good faith.

Q. The Debtors have full corporate power and authority to execute the Agreement (and all other documents contemplated thereby) and consummate the Transactions contemplated therein, and the sale or transfer of the Purchased Assets and sale of the NewCo Stock has been duly and validly authorized by all necessary corporate actions on the part of the Debtors. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate such Transactions.

R. The Debtors have advanced sound business reasons for entering into the Agreement and selling and/or assuming and selling and assigning the Purchased Assets and/or the NewCo Stock, as more fully set forth in the Sale Motion and Agreement and as demonstrated

at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell and/or assume and sell and assign the Purchased Assets and/or the NewCo Stock and to consummate the Transactions contemplated by the Agreement. With the exception of Liquor Licenses (as defined in the Agreement), notwithstanding any requirement for approval or consent by any person, the transfer of the Purchased Assets to Purchaser or NewCo, as applicable, and/or the sale of the NewCo Stock to Purchaser and the assumption and assignment of the Assigned Contracts is a legal, valid, and effective transfer of the Purchased Assets (including the Assigned Contracts) and the NewCo Stock.

S. The terms and conditions of the Agreement, including the consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the Transactions contemplated by the Agreement and reflected in this Order are in the best interests of the Debtors' estates.

T. Other than the Assumed Liabilities and except as set forth in the Agreement, the Purchased Assets and/or the NewCo Stock shall be sold free and clear of any and all liens (statutory or otherwise, including, without limitation, mechanics', materialmen's and other consensual and non-consensual liens and statutory liens), hypothecations, encumbrances, security interests, mortgages, debts, levies, indentures, pledges, restrictions (whether on voting, sale, transfer, disposition or otherwise), charges, instruments, preferences, priorities, security agreements, conditional sales agreements, title retention contracts, options, Claims, judgments, offsets, rights of recovery, rights of pre-emption, rights of first refusal or other third party rights, Claims for reimbursement (other than the Debtors' claims in the Agreement and other documents executed by Purchaser in connection with the Transactions, including the Management Agreement), contribution, indemnity, exoneration, products liability, alter-ego, environmental, or

Tax (including Claims for any and all foreign, federal, state and local Taxes), decrees of any court or foreign or domestic governmental entity, orders of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any Claim based on any theory that either Purchaser or NewCo is a successor or a continuation of the Debtors or the Debtors' business), reclamation Claims, Claims under the Perishable Agricultural Commodities Act of 1930 (as amended, "PACA") and state statutes of similar effect (together, the "PACA Claims"), Claims under the under the Packers and Stockyards Act of 1921 (as amended, "PASA" and any Claims thereunder the "PASA Claims"), Farmer's Liens (as defined in the Agreement), obligations, liabilities, demands, and guaranties, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including Claims otherwise arising under doctrines of successor liability (collectively, the "Liens"), other than the Permitted Liens. Except as otherwise set forth in the Agreement, the Debtors have satisfied, or provided for, any and all PACA Claims and PASA Claims, which includes any Farmer's Lien, and the Purchased Assets are being transferred free and clear of any trusts provided for in PACA, PASA or any Farmer's Lien.

U. The Liens (other than the Permitted Liens, as defined in the Agreement and hereinafter, the "Permitted Liens") shall attach to the consideration to be received by the Debtors

in the same priority and subject to the same defenses and avoidability, if any, as before the closing of the Transactions contemplated by the Agreement (the “Closing”), and Purchaser would not enter into the Agreement to purchase the Purchased Assets or proceed to the Closing otherwise.

V. The transfer of the Purchased Assets to Purchaser and/or NewCo, as applicable, and the transfer of the NewCo Stock to Purchaser under this Agreement and the Order will be a legal, valid, and effective transfer of the Purchased Assets and the NewCo Stock and shall vest Purchaser or NewCo, as applicable, with all right, title, and interest of the Debtors to the Purchased Assets (and vests or will vest Purchaser with all right, title and interest of the Debtors to the NewCo Stock) free and clear of any and all Liens (other than the Permitted Liens and Assumed Liabilities). Except as specifically provided in the Agreement or this Order, Purchaser shall not assume or become liable for any Liens (other than the Permitted Liens and Assumed Liabilities) relating to the Purchased Assets and/or the NewCo Stock being sold by the Debtors.

W. The transfer of the Purchased Assets to Purchaser and/or NewCo, as applicable, and the transfer of the NewCo Stock to Purchaser free and clear of all Liens (other than the Permitted Liens and Assumed Liabilities) will not result in any undue burden or prejudice to any holders of any Liens, because all such Liens of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Purchased Assets and/or NewCo Stock received by the Debtors in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens of any kind or nature whatsoever against or in any of the Debtors, the Purchased Assets and/or the NewCo Stock shall be forever barred and estopped from pursuing or asserting such Liens (other than the Permitted Liens and

Assumed Liabilities) against Purchaser or NewCo, or any of their respective assets, property, successors or assigns, the Purchased Assets and/or the NewCo Stock.

X. The Debtors may sell the Purchased Assets and/or the NewCo Stock free and clear of all Liens of any kind or nature whatsoever (other than the Permitted Liens and Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. In the case of the Liens of the Lenders, those parties are providing their consent to the Transactions contemplated by the Agreement and this Order, pursuant to section 363(f)(2) of the Bankruptcy Code. Those (i) holders of Liens and (ii) non-debtor parties to the Assigned Contracts, who did not object, or who withdrew their objections, to the sale of the Purchased Assets and the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Except as set forth below, all objections to the Sale Motion, including objections by non-debtor parties to the Assigned Contracts, have been overruled or resolved. Those holders of Liens who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, if any, attach to the proceeds of the Sale of the Purchased Assets ultimately attributable to the property against or in which they claim or may claim any Liens, with such Liens being subject to treatment as prescribed in any chapter 11 plan or by separate order of this Court.

Y. Not selling the Purchased Assets and/or the NewCo Stock free and clear of all Liens (other than the Permitted Liens and Assumed Liabilities) would adversely impact the Debtors' estates, and the sale of Purchased Assets and/or the NewCo Stock other than one free and clear of all Liens (other than the Permitted Liens and Assumed Liabilities) would be of substantially less value to the Debtors' estates.

Z. The sale of the Purchased Assets outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan or reorganization of the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

AA. The Debtors and Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including subsections 365(b)(1)(A), (B) and 365(f), in connection with the sale and the assumption and assignment of the Assigned Contracts. Purchaser and/or NewCo has demonstrated adequate assurance of future performance with respect to the Assigned Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code.

BB. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Agreement and is in the best interests of the Debtors, their estates, their stakeholders and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

CC. The Assigned Contracts are assignable notwithstanding any provisions contained therein to the contrary. The Purchaser shall have sole responsibility for paying all Cure Costs required to assume and assign the Assigned Contracts to Purchaser or NewCo, as applicable. Pursuant to Section 7.5 of the Agreement, Purchaser shall maintain certain rights to modify the list of Assigned Contracts after the date of this Order as set forth in such section. Such modification rights include, but are not limited to, the right of Purchaser, prior to the applicable Contract Designation Deadline, to designate certain Designation Rights Assets for assumption by the Debtors and assignment to Purchaser. Purchaser would not have agreed to the Transactions set forth in the Agreement without such modification rights. The notice and opportunity to object provided to the contract counterparties to such contracts and to other parties in interest, as



set forth in the Bidding Procedures Order and Agreement, fairly and reasonably protects any rights that such contract counterparties and other parties in interest may have with respect to such contracts.

DD. Pursuant to Sections 2.10(f), 5.4, and 7.5(f) of the Agreement, the Debtors are required to enter into the Management Agreement in substantially the form set forth as Exhibit A to the Agreement. Purchaser would not have agreed to the Transactions set forth in the Agreement without the Debtors' entry into the Management Agreement.

EE. The notice and opportunity to object provided to the Debtors' parties in interest, as set forth in the Bidding Procedures Order and Agreement, fairly and reasonably protects any rights of any party in interest.

FF. Purchaser will be acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing the Transactions contemplated by the Agreement at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to any stay, including, without limitation, as provided by Bankruptcy Rules 6004(h), 6006(d) and Local Rule 6004-1.

GG. The Transactions contemplated under the Agreement do not amount to a consolidation, merger, or *de facto* merger of Purchaser and/or NewCo, on the one hand, and the Debtors and/or the Debtors' estates, on the other, there is not substantial continuity between Purchaser and/or NewCo, on the one hand, and the Debtors, on the other, there is no continuity of enterprise between the Debtors and either the Purchaser or NewCo, neither of Purchaser or NewCo is a mere continuation of the Debtors or their estates, and neither of Purchaser or NewCo is a successor to the Debtors or their estates.

HH. The Agreement was not entered into, and none of the Debtors or the Purchaser, have entered into the Agreement or proposed to consummate the Transactions contemplated thereby, for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors. The total consideration provided by Purchaser for the Purchased Assets and/or the NewCo Stock was the highest or otherwise best offer received by the Debtors, and the Purchase Price and other consideration under the Agreement, including the assumption of the Assumed Liabilities, constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Purchased Assets and/or the NewCo Stock.

II. Time is of the essence in consummating the sale. In order to maximize the value of the Purchased Assets, it is essential that the sale of the Purchased Assets and/or the NewCo Stock occur within the time constraints set forth in the Agreement. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

JJ. At and effective as of the Closing, Purchaser, or in Purchaser's discretion, NewCo, shall assume sole responsibility for paying and satisfying the Assumed Liabilities, including all liabilities and obligations of Sellers related to or arising under the Assigned Contracts. For the avoidance of doubt, nothing in this Order (including, without limitation, any provisions in this Order regarding the sale, transfer or conveyance of the Purchased Assets and/or the NewCo Stock free and clear of Liens, except for Permitted Liens and Assumed Liabilities) nor in the Agreement shall be construed to mean that Purchaser is not assuming from the Debtors and thereafter becoming solely responsible for the payment, performance and

discharge of the Assumed Liabilities. After the Closing, the Debtors shall have no liability whatsoever with respect to the Assumed Liabilities. Purchaser shall have no obligations with respect to any liabilities of the Debtors other than the Assumed Liabilities, including Cure Costs. Without otherwise limiting the foregoing, as set forth in the Agreement, Purchaser shall have no liability for gift card obligations of Sellers as of the Closing Date for any amount exceeding \$3,000,000.00.

**NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The relief requested in the Sale Motion is granted as set forth herein and the Agreement is approved, subject to the terms and conditions contained herein. The Sale Motion complies with all aspects of Local Rules 6004-1.
2. Except as otherwise expressly set forth herein, all objections, responses, reservations of rights, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. To the extent any such objection, response, reservation of rights, or request for continuance was not otherwise withdrawn, waived, or settled, it is overruled and denied on the merits with prejudice.
3. Notice of the Sale Hearing was fair, equitable, proper, and sufficient under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the Local Rules, and as required by the Bidding Procedures Order.
4. The Debtors, in transferring the Purchased Assets pursuant to this Order and section 363 of the Bankruptcy Code, are deemed, under section 1007(a) of the Bankruptcy Code, to have all rights and powers to perform all the functions and duties of a trustee serving in a case under Chapter 11, and will transfer the property pursuant to this Order.

5. Subject to the terms of this Order, the sale of the Purchased Assets and/or the NewCo Stock, the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the Transactions contemplated thereby shall be, and hereby are, authorized and approved in all respects, and shall be enforceable against each of the Parties thereto.

6. The failure specifically to include any particular provisions of the Agreement or any of the documents, ancillary documents, or instruments executed in connection therewith in this Order shall not diminish or impair the force of such provision, document, Agreement, or instrument, it being the intent of the Court, the Debtors, and Purchaser, that the Agreement and each document, ancillary document, or instrument be authorized and approved in its entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to the Closing Date.

7. The Agreement and any related ancillary document, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided, that any such modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related ancillary documents; provided further, that the Debtors shall provide the Lenders and the Committee with advance notice of any such modification, amendment, or supplement.

8. The sale of the Purchased Assets and/or the NewCo Stock and the consideration provided by Purchaser under the Agreement are fair and reasonable, the highest or otherwise best offer for the Purchased Assets and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law. The Sale of the Purchased Assets to the Purchaser is a legal, valid and effective

transfer of the Purchased Assets notwithstanding any requirement for approval or consent of any entity.

9. Purchaser is hereby granted and is entitled to all the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code, including with respect to the transfer of the Assigned Contracts as part of the sale of the Purchased Assets and/or the NewCo Stock pursuant to section 365 of the Bankruptcy Code and this Order.

10. The Debtors and their officers, employees, and agents shall be, and hereby are, authorized and directed to fully assume, perform under, consummate, and implement the terms of the Agreement together with any and all additional instruments and documents that may be necessary or desirable in connection with implementing and effectuating the terms of the Agreement, this Order, and/or the sale of the Purchased Assets and/or the NewCo Stock, including, without limitation, the Management Agreement, certificates, deeds, assignments, and other instruments of transfer, and to take all further actions as may reasonably be requested by Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to Purchaser or NewCo, as applicable, or reducing to possession, any or all of the Purchased Assets, the NewCo Stock or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations in accordance with, or as contemplated by, the Agreement, without any further corporate action or orders of this Court.

11. The Debtors and each other person or entity having duties or responsibilities under the Agreement, any agreements or instruments related thereto or this Order, and their respective directors, officers, managers, employees, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement and this Order, to carry out all of the provisions of the Agreement and any related

agreements or instruments; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement and any related agreements or instruments; to take any and all actions contemplated by the Agreement, any related agreements or instruments, or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary, desirable or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements or instruments, and this Order and the Transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, managers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, managers, employees, members, agents, representatives, and attorneys of such entities. The secretary or any assistant secretary of the Debtors shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors and Purchaser are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable Governmental Authority at Purchaser's sole expense any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Transactions contemplated by the Agreement, any related agreements and this Order, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable Governmental Authorities or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of

any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporate laws of the states of formation of each Debtor and all other applicable business, corporation, trust, and other laws of the applicable Governmental Authorities with respect to the implementation and consummation of the Agreement, any related agreements or instruments and this Order, and the Transactions contemplated thereby and hereby.

12. The Debtors' creation of new subsidiaries (each and collectively, "NewCo") pursuant to the terms of the Agreement, which are legal entities formed in a jurisdiction determined by Purchaser in Purchaser's sole discretion, shall be and hereby is authorized and approved. Contemporaneously with the Closing of the Transactions contemplated by the Agreement to occur on the Closing Date, and thereafter with respect to any Designation Rights Asset or undisclosed Contracts as contemplated in the Agreement, the Debtors may transfer all of the Purchased Assets, or such portion of the Purchased Assets as Purchaser may direct, to NewCo free and clear of Liens (except Permitted Liens and Assumed Liabilities) pursuant to sections 105(a) and 363(f) of the Bankruptcy Code except as expressly permitted or otherwise specifically provided for in the Agreement or this Order, assume and assign each of the Assigned Contracts, as Purchaser may direct, to NewCo, and NewCo may assume some or all of the Assumed Obligations, to the extent directed by Purchaser, and, in consideration therefore, the Debtors shall receive 100% of the equity ownership of each NewCo (the "NewCo Stock") which NewCo Stock shall be transferred to Purchaser as directed by Purchaser. Purchaser shall assume all of the Assumed Obligations not assumed by NewCo.

13. To the fullest extent permitted by law, effective as of the Closing, (a)(i) the transfer of any Purchased Assets to NewCo, and (ii) the sale of the Purchased Assets and/or the NewCo Stock by the Debtors to Purchaser, shall constitute a legal, valid, and effective transfer of the Purchased Assets notwithstanding any requirement for approval or consent by any Person and shall vest Purchaser or NewCo, as applicable, with all right, title, and interest of the Debtors in and to the Purchased Assets and/or the NewCo Stock, free and clear of all Liens of any kind (other than the Permitted Liens and Assumed Liabilities) pursuant to section 363(f) of the Bankruptcy Code, and (b) the assumption of the Assumed Liabilities by Purchaser and/or NewCo shall constitute a legal, valid and effective delegation and assignment of all Assumed Liabilities to Purchaser and/or NewCo, and shall divest the Debtors of all liability with respect to any Assumed Liabilities. Unless otherwise agreed to by the Debtors and Purchaser, the Closing Date shall be December 30, 2019, and the Closing shall be deemed to occur at 12:01 a.m. (prevailing time at each Continuing Restaurant) on December 30, 2019. For the avoidance of doubt, Purchaser shall be responsible for performing under the Assigned Contracts in accordance with the provisions of the applicable Assigned Contract.

14. The sale of the Purchased Assets and/or the NewCo Stock is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

15. At the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b), and 365 of the Bankruptcy Code, to transfer any such Purchased Assets to NewCo, as directed by Purchaser, and to sell the Purchased Assets, including the Assigned Contracts, and/or the NewCo Stock to Purchaser. The sale of the Purchased Assets and/or the NewCo Stock shall vest Purchaser and/or NewCo, as applicable, with all right, title and interest of the Debtors to the Purchased Assets and the NewCo Stock, in



each instance, free and clear of any and all Liens (other than the Permitted Liens and Assumed Liabilities) with all such Liens to attach only to the proceeds of the sale with the same priority, validity, force, and effect, if any, as they now have in or against the Purchased Assets and/or the NewCo Stock, subject to all claims and defenses the Debtors may possess with respect thereto. Following the Closing Date, no holder of any Liens in the Purchased Assets and/or NewCo Stock (other than the Permitted Liens and Assumed Liabilities) shall interfere with Purchaser's or NewCo's use and enjoyment of the Purchased Assets based on or related to such Liens, or any actions that the Debtors may take in their Chapter 11 Cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the Transactions contemplated in or by the Agreement or this Order.

16. The provisions of this Order authorizing the sale of the Purchased Assets and/or the NewCo Stock free and clear of Liens (other than the Permitted Liens and Assumed Liabilities) shall be self-executing, and neither the Debtors nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order. However, the Debtors, Purchaser and NewCo, and each of their respective officers, employees, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or Purchaser deem necessary, desirable or appropriate to implement and effectuate the terms of the Agreement and this Order, including amendments to the Agreement.

17. On or before the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release, effective as of the Closing, any Liens (other than the Permitted Liens and Assumed Liabilities) of any kind

against the Purchased Assets and/or the NewCo Stock, as such Liens may have been recorded or may otherwise exist. Except as expressly provided in the Agreement, if any Person that has filed financing statements or other documents or agreements evidencing any Liens in or against the Purchased Assets and/or the NewCo Stock (other than the Permitted Liens and Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens that the Person has with respect to the Purchased Assets and/or the NewCo Stock, effective as of the Closing, the Debtors and Purchaser are hereby authorized to execute at Purchaser's sole expense such statements, instruments, releases, and other documents on behalf of the Person with respect to such Purchased Assets and/or the NewCo Stock prior to the Closing, and Purchaser is authorized to file such documents after Closing.

18. Purchaser and/or NewCo shall be authorized, as of the Closing Date, to operate under any license, permit, approval, certificate of occupancy, authorization, operating permit, registration, plan and the like of any Governmental Authority relating to the Purchased Assets or held by the Debtors, and to the greatest extent available under applicable law, all such licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like of any Governmental Authority are deemed to have been, and hereby are, deemed to be transferred to Purchaser and/or NewCo, as applicable, as of the Closing Date. Furthermore, immediately upon the Closing, Purchaser and/or NewCo shall be entitled to continue to sell alcoholic beverages at the premises included in the Purchased Assets upon the same terms as the Debtors were selling such alcoholic beverages, until such time as Purchaser and/or NewCo, as applicable, has obtained its own Liquor Licenses (as defined in the

Agreement). All applicable state alcoholic beverage control, law enforcement, and regulatory agencies shall not interrupt any of the Business without first bringing the matter before this Court. Furthermore, the Business shall, pursuant to the Management Agreement, continue operating under all existing Liquor Licenses of the Debtors until such licenses have been changed to the name of Purchaser and/or NewCo, as applicable, including but limited to state alcoholic beverage licenses, state food service licenses, local occupational licenses, and any other licenses need to operate the Business with no interruption to the Business.

19. All of the Debtors' interests in the Purchased Assets and/or the NewCo Stock to be acquired by Purchaser under the Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in Purchaser or NewCo, as applicable. Upon the occurrence of the Closing, this Order shall be considered and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtors' interest in the Purchased Assets under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Purchased Assets and the NewCo Stock to Purchaser or NewCo, as applicable.

20. Except as expressly provided in the Agreement, Purchaser is not assuming nor shall it or any Affiliate of Purchaser, including NewCo, be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Purchased Assets prior to the Closing Date, or any liabilities calculable by reference to the Debtors or their operations or the Purchased Assets, or relating to continuing or other conditions existing on or prior to the Closing Date, which liabilities, debts, and obligations are hereby extinguished insofar

as they may give rise to liability, successor or otherwise, against Purchaser or any affiliate of Purchaser, including NewCo.

21. Except as otherwise expressly provided in the Agreement, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release, effective as of the Closing, their respective Liens (other than the Permitted Liens and Assumed Liabilities) against the Purchased Assets and/or the NewCo Stock, if any, as may have been recorded or may otherwise exist.

22. Except as otherwise expressly provided in the Agreement, all Persons presently or on or after the Closing Date in possession of some or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to Purchaser or NewCo, as applicable, on the Closing Date or at such time thereafter as Purchaser may request.

23. Subject to the terms of the Agreement and the occurrence of the Closing Date (or such later date with respect to any Designation Rights Asset or undisclosed Contract pursuant to Section 7.5 of the Agreement), the assumption by the Debtors of the Assigned Contracts and the sale and assignment of such agreements and unexpired leases to Purchaser or NewCo, as applicable, as provided for or contemplated by the Agreement, be, and hereby is, authorized and approved pursuant to sections 363 and 365 of the Bankruptcy Code.

24. Any party to a personal services contract that has not objected to the assignment thereof is deemed to consent to such assignment pursuant to section 365(c) of the Bankruptcy Code to the extent that such contract is an Assigned Contract.

25. The Assigned Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtors and sold and assigned to Purchaser (or NewCo, as directed by Purchaser) at the Closing (or such later date with respect to any Designation Rights Asset or

undisclosed Contract pursuant to Section 7.5 of the Agreement), pursuant to sections 363 and 365 of the Bankruptcy Code, subject only to the payment of the Cure Costs by Purchaser.

26. Upon the Closing (or such later date with respect to any Designation Rights Asset or undisclosed Contract pursuant to Section 7.5 of the Agreement), in accordance with sections 363 and 365 of the Bankruptcy Code, Purchaser or NewCo, as applicable, shall be fully and irrevocably vested in all right, title, and interest in and to each Assigned Contract. The Debtors shall reasonably cooperate with, and take all actions reasonably requested by, Purchaser to effectuate the foregoing.

27. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and except as otherwise provided in this Order, within seven (7) days of the Closing Date, or such other date that the Assigned Contract is assumed by the applicable Seller and assigned to Purchaser and/or NewCo, Purchaser shall pay or cause to be paid (or, with respect to Designation Rights Assets, promptly following the date that such contract becomes an Assigned Contract) to the non-debtor parties to any Assigned Contracts the requisite Cure Costs, if any, set forth on the notice filed with the Court on November 27, 2019 [Docket No. 89] (the "Cure Costs Schedule"), except to the extent that a Cure Cost was amended on the record of the Sale Hearing, agreed to between the non-Debtor party to the Assigned Contract and the Purchaser, or determined by Court order, as the case may be, following the assumption and assignment thereof. The Cure Costs are hereby fixed at the amounts set forth on the Cure Costs Schedule, as forth on the record of the Sale Hearing, as otherwise agreed between the non-Debtor party to the Assigned Contract and the Purchaser, or as determined by Court order, as the case may be, and each non-debtor party to any Assigned Contract is forever bound by such Cure Costs applicable to such Assigned Contract. For the avoidance of doubt, each counterparty to any of the Debtors' executory

contracts or unexpired leases that are Designation Rights Assets shall also be forever bound by the Cure Costs applicable to such Assigned Contract, except, but solely to the extent, the counterparty timely asserted an objection in accordance with the provisions of the Bidding Procedures Order. Notwithstanding anything in this Order or in the Agreement to the contrary, the Debtors shall be responsible for, and shall pay, with respect to any Assigned Contract, all rent (“Stub Rent”) for the period from the Petition Date through November 30, 2019, and any such Stub Rent shall not be a Cure Cost for which Purchaser is responsible.

28. All defaults or other obligations under the Assigned Contracts arising prior to the Closing Date (without giving effect to any acceleration clauses, assignment fees, increases, advertising rates, or any other default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured by payment of the Cure Costs and the counterparties to the Assigned Contracts shall be forever barred and estopped from asserting or claiming against the Debtors or Purchaser that any amounts are due or other defaults exist under such Assigned Contract as of the date of the assignment of such Assigned Contract; provided, however, but subject to the Agreement and the Bidding Procedures Order, that Purchaser shall be responsible for the payment of any accrued but unbilled obligations with respect to any year-end adjustments or reconciliations when billed in accordance with the terms of the Assigned Contracts that become due and owing after the Closing Date (irrespective of whether such obligations accrued or relate to the period before the Closing Date).

29. Any provision in any Assigned Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assigned Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Costs, if any. No sections or provisions of any Assigned

Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor party to the Assigned Contract shall have any force and effect with respect to the sale transaction and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code and no assignment of any Assigned Contract pursuant to the terms of the Agreement shall in any respect constitute a default under any Assigned Contract. The non-debtor party to each Assigned Contract shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, and Purchaser or NewCo, as applicable, shall enjoy all of the Debtors' rights and benefits under each such Assigned Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor party's written consent to the assumption or assignment thereof.

30. The Debtors and Purchaser have satisfied all requirements under sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance under the Assigned Contracts.

31. The Debtors and their estates shall have no liability for any claims accruing from and after the Closing under any of the Assigned Contracts, pursuant to and in accordance with section 365(k) of the Bankruptcy Code.

32. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all parties to the Assigned Contracts shall have no claims against Purchaser or NewCo relating to any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of

the Closing Date, except for any amounts that are Assumed Liabilities, including Cure Costs, being assumed by Purchaser or NewCo under the Agreement.

33. Notwithstanding anything to the contrary herein, but otherwise in accordance with Section 7.5 of the Agreement, Purchaser shall have the right, with respect to the Designation Rights Assets, to notify the Debtors of Purchaser's intention to include an as Assigned Contract or as a Purchased Asset, any Designation Rights Asset, through December 30, 2019. Purchaser shall also have the right in accordance with Section 7.5 of the Agreement, with respect to undisclosed Contracts, to notify the Debtors of Purchaser's intention to include an as Assigned Contract or as a Purchased Asset, any previously undisclosed Contract, within five (5) Business Days of learning of any undisclosed Contract. The Debtors shall provide the counterparties of the Debtors' executory contracts and unexpired leases notice of Purchaser's intention to assume any Designation Rights Asset or undisclosed Contract. For the avoidance of doubt, any reference in this order to "Assigned Contracts" or "Purchased Assets" shall, unless otherwise indicated, include any Designation Rights Asset or undisclosed Contract that becomes an Assigned Contract and/or Purchased Asset after the date of this Order, subject to the terms and conditions of the Agreement.

34. In the event that the Sale does not close, none of the Assigned Contracts shall be assumed by virtue of this Order and shall remain subject to further administration in the Debtors' Chapter 11 Cases.

35. The Debtors are hereby authorized and empowered, upon and in connection with the Closing pursuant to the terms of the Agreement or as otherwise agreed between the Debtors and Purchaser, to change their corporate names and the caption of these Chapter 11 cases, consistent with applicable law.



36. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Agreement and this Order. This Order and the Agreement shall be binding upon and govern the acts of all such federal, state, and local governmental agencies and departments, including any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Purchased Assets.

37. To the extent permitted by section 525 of the Bankruptcy Code, no Governmental Authority may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Transactions contemplated by the Agreement.

38. Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities as set forth in the Agreement, and Purchaser has not purchased any of the Debtors' assets expressly excluded from the Purchased Assets pursuant to the Agreement (the "Excluded Assets"). Consequently, all Persons, Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens (other than the Permitted Liens) based upon or arising out of liabilities retained by the Debtors may not take any action against Purchaser, NewCo, the Purchased Assets or the NewCo Stock to recover any Liens or on account of any liabilities of the Debtors other than Assumed Liabilities pursuant to the Agreement. All persons holding or asserting any Liens in the Excluded Assets may not

assert or prosecute such Liens or any cause of action against Purchaser, NewCo, the Purchased Assets or the NewCo Stock for any liability associated with the Excluded Assets.

39. Purchaser and NewCo are not “successors” to the Debtors or their estates by reason of any theory of law or equity, and neither Purchaser nor NewCo shall assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, or similar liability except for the assumption of the Assumed Liabilities and as expressly provided in the Agreement. Without otherwise limiting the foregoing, Purchaser has agreed to assume gift card obligations of Sellers as of the Closing Date (and not paid by Sellers prior thereto) in an aggregate amount not to exceed \$3,000,000, and Purchaser shall have no liability for gift card obligations of Sellers as of the Closing Date for any amount exceeding \$3,000,000.00. Except for the Assumed Liabilities assumed pursuant to the Agreement, neither the transfer of the Purchased Assets to Purchaser or NewCo, as applicable, and the transfer of the NewCo Stock to Purchaser, nor the fact that Purchaser or NewCo is using any of the Purchased Assets previously operated by the Debtors, will cause Purchaser or any of its affiliates, including NewCo, to be deemed a successor in any respect to the Debtors’ business within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine.

40. Further, except for the Assumed Liabilities and as provided in the Agreement, transfer of title and possession of the Purchased Assets and/or the NewCo Stock shall be free and clear of any Claims pursuant to any successor or successor-in-interest liability theory, including

the following: (a) any employment or labor agreements, (b) all deeds of trust and security interests, (c) any pension or medical benefit plan of the Debtors, compensation or other employee benefit plan of the Debtors, welfare, agreements, practices and programs, (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, Claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985 (unless otherwise provided for under such statute and any regulations promulgated thereunder), (x) state discrimination laws, (xi) state unemployment compensation laws or any other similar state laws, or (xii) any other state or federal benefits or Claims relating to any employment with the Debtors or any predecessors, (e) environmental or other Claims or Liens arising from existing conditions prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, or other state or federal statute, (f) any bulk sales or similar law, (g) any Tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and (h) any and all theories of successor liability, including any theories on successor products liability grounds or otherwise. Without limiting the effect or scope of the foregoing or any other provision of this Order, the Debtors shall retain responsibility for any

PACA Claims, PASA Claims and Farmer's Liens except as otherwise set forth in the Agreement. Purchaser and/or NewCo, as applicable, will take the Purchased Assets, and the Purchaser will take the NewCo Stock in each instance, free and clear of any and all PACA Claims, PASA Claims and Farmer's Liens, except as otherwise set forth in the Agreement, and the Purchased Assets and the NewCo Stock are being transferred, in each instance, free and clear of any trusts provided for in PACA, PASA or any Farmer's Lien, except as otherwise set forth in the Agreement.

41. Except to the extent expressly included in the Assumed Liabilities or provided in the Agreement, Purchaser and its affiliates, including NewCo, shall have no liability, obligation, or responsibility under the WARN Act (29 U.S.C. §§ 210 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act, or any foreign, federal, state or local labor, employment, or environmental law by virtue of Purchaser's purchase of the Purchased Assets and/or the NewCo Stock or their assumption of the Assumed Liabilities, as applicable.

42. Except to the extent expressly included in the Assumed Liabilities or provided in the Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all Persons including, but not limited to, the Debtors, all debt holders, equity security holders, the Debtors' employees or former employees, Governmental Authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien of any kind or nature whatsoever against, in, or with respect to any of the Debtors or the Purchased Assets (other than the Permitted Liens and Assumed Liabilities), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the NewCo Stock, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Purchased Assets and/or NewCo Stock to Purchaser in accordance with the Agreement and this Order, shall be forever

barred and estopped from asserting, prosecuting, or otherwise pursuing such Lien, including assertion of any right of setoff or subrogation, and enforcement, attachment, or collection of any judgment, award, decree, or order, against Purchaser and NewCo or any of their affiliate, successor or assign thereof and each of their respective current and former members, officers, directors, attorneys, employees, partners, affiliates, financial advisors, and representatives (each of the foregoing in its individual capacity), the Purchased Assets, or the NewCo Stock.

43. Without limiting the generality of the foregoing, except to the extent expressly included in the Assumed Liabilities, Purchaser shall not assume or be obligated to pay, perform or otherwise discharge any workers' compensation debts, obligations, and liabilities of the Debtors arising pursuant to state law or otherwise. This Order is intended to be all inclusive and shall encompass, but not be limited to, workers' compensation Claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination, or other incidents, acts, or injuries prior to the Closing Date, including, but not limited to, any and all workers' compensation Claims filed or to be filed, or any reopening of such Claims, by or on behalf of any of the Debtors' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments, or other obligations of any nature whatsoever of the Debtors relating in any way to workers' compensation liability, except as otherwise specifically set forth in the Agreement.

44. The Debtors are authorized and required, without further need of any authorization from the Court, to transfer immediately, and in no event later than 10 days, to

Purchaser any cash or receipts received by the Debtors that should have been submitted to or is the property of Purchaser in accordance with the Agreement.

45. Subject to the terms of the Agreement, the Agreement and any related agreements and/or instruments may be waived, modified, amended, or supplemented by agreement of the Debtors and Purchaser, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not materially adverse to the Debtors and substantially conforms to, and effectuates, the Agreement and any related agreements and/or instruments and this Order; provided further, that the Debtors shall provide the Committee with advance notice of any such modification, amendment, or supplement.

46. The failure specifically to include any particular provisions of the Agreement or any related agreements or instruments in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court, the Debtors and Purchaser that the Agreement and any related agreements and instruments are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing, and each such provision of the Agreement shall be enforceable by or against each of the Parties thereto.

47. In accordance with the global settlement announced on the record at the Sale Hearing and as summarized in the term sheet attached hereto as **Exhibit C** (the “Term Sheet”), at the Closing, in addition to the Adjustment Escrow Amount pursuant to Section 2.7(g) of the Agreement, the Debtors shall retain in a segregated account, free and clear of the Lenders’ liens and claims, including, but not limited to, any deficiency claims asserted by the Lenders except as otherwise set forth in the Term Sheet, the following: (a) \$1,200,000 from the Sale proceeds (the “Retained Sale Proceeds”); (b) \$80,000 in proceeds from the sale of Liquor License R-3227

previously received by the Debtors' estates (the "R-3227 Liquor Proceeds"); (c) any net proceeds realized from the sale or other disposition of liquor licenses related to the Debtors' Weehawken location (Store 234) and Lawrenceville location (Store 231) that are Excluded Assets (the "Weehawken/Lawrenceville Licenses"); and (d) 3.5% of any incremental cash proceeds in excess of the original Purchase Price set forth in the Agreement (the "Incremental Sale Proceeds," and together with the Retained Sale Proceeds, the R-3227 Liquor Proceeds, and the Weehawken/Lawrenceville Licenses, the "Reserved Proceeds"). Subject to Section 2.7(g) of the Agreement, at the Closing, after the delivery of the Retained Sale Proceeds to the Debtors' estates, all net proceeds of the Sale (the "Net Sale Proceeds") shall be paid to the Lenders for application to Post-Petition Obligations and Pre-Petition Obligations, consistent with and as such terms are defined in the Final DIP Order;<sup>4</sup> provided, however, such payment shall be subject to disgorgement to the extent of any allowed Prior Permitted Liens as defined in the Final DIP Order. Notwithstanding anything in the Final DIP Order to the contrary, upon the Closing and except as otherwise set forth in the Term Sheet, the "Challenge Period" in the Final DIP Order shall terminate and the Committee shall be barred from seeking to challenge or otherwise object to the amount, validity, enforceability, priority or extent of the Pre-Petition Obligations or the liens of the Lenders on the Pre-Petition Collateral (as defined in the Final DIP Order) securing the Pre-Petition Obligations; provided, however, the Committee's rights to reconcile the final amount of the Lenders' deficiency claims are reserved. For the avoidance of doubt, the amounts scheduled to be paid in the Approved Budget, as defined in the Final DIP Order, including the other chapter 11 related cash flows in week 7, shall be funded from the Net Sale Proceeds by the

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<sup>4</sup> The term "Final DIP Order" means the *Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing, (B) Grant Liens and Superpriority Administrative Expense Claims to Post-Petition Lenders and (C) Utilize Cash Collateral, (II) Providing Adequate Protection to the Pre-Petition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief, Pursuant to 11 U.S.C. Sections 105, 361, 362, 363, 364 and 507 [D.I. 163]* as may be amended or supplemented.

Lenders into a cash collateral account (such account may be an existing Debtor account subject to the rights liens and other rights of the Lenders) in accordance with and subject to the terms of the Final DIP Order, and, *provided further*, that the Lenders shall have no further obligation to provide any additional funding to the Debtors from the Lenders' Cash Collateral or otherwise. The Debtors shall not be permitted to use the Reserved Proceeds for payment of any amounts without the written consent of the Committee or further order of this Court.

48. Nothing contained in this Order shall affect or impair the claims, rights, and powers of the United States of America; provided, however, that, except as otherwise provided in the Agreement, any such claims, rights or powers of the United States of America shall not be construed in any way as Assumed Liabilities under this Order or the Agreement.

49. Nothing in this Sale Order shall modify paragraph F on page 46 of the Final DIP Order, which is incorporated herein by reference; provided, however, the Sale and the Purchased Assets shall be free and clear of any Liens and Claims of the Tax Authorities, and any such Liens and Claims of the Tax Authorities shall attach to the proceeds of the Sale.

50. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and the Transactions contemplated by the Agreement.

51. This Order and the Agreement shall be binding upon, enforceable against, and govern the acts of all Persons including, without limitation, the Debtors and Purchaser, their respective successors, and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates, any committee subsequently appointed in these Chapter 11 Cases or any trustee appointed in a chapter 7 case if these cases are converted from chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other Persons who may be



required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Purchased Assets.

52. The Debtors and the Debtors' estates, on the one hand, and Purchaser, on the other hand, hereby release each other from any and all claims except for such claims that are set forth in or arise from the Agreement and this Order.

53. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in these Chapter 11 Cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

54. Notwithstanding Bankruptcy Rules 6004, 6006, and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any Person obtaining a stay pending appeal, the Debtors and Purchaser are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any Person obtaining a stay pending appeal, if the Debtors and Purchaser close under the Agreement, Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the Transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

55. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the terms and conditions of the Agreement and the provisions of this Order.

56. Purchaser may, in accordance with Sections 13.3 and 13.10 of the Agreement, assign its rights thereunder to one or more Affiliates or other designated entities. To the extent such assignment is effected, the definition of “Purchaser” hereunder shall include any such assignee or other designated entities. The provisions of this Order shall be binding on and inure to the benefit of all successors and assignees of Sellers and Purchaser.

57. Notwithstanding any provision in this Order, the determination of any disputed Cure Costs (unless such Cure Costs were resolved at or prior to the Sale Hearing) or as to adequate assurance of future performance as to each of the parties listed on Exhibit B, shall be expressly reserved for further proceedings pending Purchaser’s further determination whether to assume and have assigned the contract or lease the Debtors have with these parties, at which time Purchaser and each of these listed objecting parties may schedule a further hearing before the Court on the issue of appropriate Cure Costs and/or adequate assurance of future performance on at least seven (7) days’ prior notice to the parties affected as set forth on the attached Exhibit B (collectively, the “Objecting Parties”); provided, however, nothing herein shall alter or amend any scheduled hearing on Cure Costs although any such hearing may be continued with the consent of the Debtors, Purchaser and the Objecting Party. Pending such further determinations, no assets associated with the Objecting Parties’ contracts and leases shall be deemed sold or assigned to Purchaser; provided, however, that: (a) until rejected, the foregoing Contracts and Leases shall be Designation Rights Assets subject to the Management Agreement until such time as the Court resolves such outstanding objection (which for the avoidance of doubt may be a date beyond December 31, 2019), and the Purchaser shall be liable for any amounts and obligations incurred by the Debtors in connection with such Designation Rights Assets; and (b) any resulting failure of assignment of such Designation Rights Asset shall not result in any adjustment to the

Purchase Price or otherwise give rise to any liability on the part of the Sellers. Until such time as a Designation Rights Asset (including a Contract or Lease of an Objecting Party that becomes a Designation Rights Asset pursuant to this paragraph 57) is assumed and assigned to Purchaser, such Designation Rights Asset may be rejected, including, without limitation, following the Court's determination of the Cure Costs relating thereto. Furthermore, nothing in this Order shall prejudice the right of any party to object to the assumption and assignment of any Contract in the event that the Debtors breach their obligations under the Contract after the date hereof and prior to the assumption and assignment of the Assigned Contract; provided, however, that the counter party to any such Contract must give counsel to the Debtors and Purchaser notice in writing by email to Kimberly Brown at brown@lrclaw.com, Matthew Pierce at pierce@lrclaw.com and Norman Pernick at npernick@coleschotz.com, David Bass at dbass@coleschotz.com, respectively, of the breach within three (3) business days of such counter party having knowledge of the occurrence of the breach.

58. Pursuant to the Agreement and the Management Agreement, obligations owed to the Objecting Parties shall be fulfilled as they come due, including any rent payments or requirements related to insurance policies provided in the Objecting Parties' contracts and leases. Notwithstanding any provision of this Order, the Objecting Parties shall retain all their rights regarding the Debtors' timely performance of all obligations under the Objecting Parties' contracts and leases, including without limitation their rights under section 365(d)(3) of the Bankruptcy Code, until such time as the Debtors reject or assume and assign the Objecting Parties' contracts and leases, except as otherwise set forth in the Agreement.

59. The Debtors are authorized to enforce their rights under any confidentiality agreements they entered into with other potential bidders with respect to the Purchased Assets

for the benefit of Purchaser and NewCo for the term of each respective confidentiality agreement.

60. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Agreement in all respects and to decide any disputes concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Purchased Assets and any Assigned Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Purchased Assets and/or the NewCo Stock free and clear of all Liens (except Permitted Liens and Assumed Liabilities).

Dated: \_\_\_\_\_, 2019  
Wilmington, Delaware

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THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

## **Exhibit 2**

**Assigned Contracts:****A. Real Property Leases**

Purchaser hereby elects to include the lease contracts for the Leased Real Property locations listed below in the definition of Assigned Contracts. An enumerated list of Real Property Leases and amendments for each location, based on the schedules provided by Sellers, is attached hereto as Exhibit A.

<b>Location Number</b>	<b>Location Name</b>	<b>Location Address</b>
170	Houlihan's Naperville	2860 Showplace Drive Naperville Crossing, Naperville, IL 60564-5058
183	Houlihan's Overland Park	11851 W. 95th St , Overland Park, KS 66214
171	Houlihan's Garland	660 Town Center Blvd , Garland, TX 75040-2980
227	Houlihan's Holmdel	2136 State Route 35 , Holmdel, NJ 07733-1002
221	Houlihan's Brick	491 Route 70 East , Brick, NJ 08723-4049
232	Houlihan's Ramsey	706 State Rt 17 , Ramsey, NJ 07446-1603
228	Houlihan's New Brunswick	55 Us-1 , New Brunswick, NJ 08901-0000
823	J. Gilbert's McLean	6930 Old Dominion Dr , McLean, VA 22101-3816
824	J. Gilbert's Worthington	1 E Campus View Blvd , Columbus, OH 43235-5691
826	J. Gilbert's Glastonbury	185 Glastonbury Blvd , Glastonbury, CT 06033-4420
828	J. Gilbert's Des Peres (STL)	17A W COUNTY CTR, SUITE A102 , Des Peres, MO 63131-3730
87	Bristol Creve Coeur	11801 Olive Blvd , Creve Coeur, MO 63141-6717
96	Devon Philadelphia	225 S 18TH ST , Philadelphia, PA 19103-6141
109	Bristol Leawood	5400 W 119TH ST , Leawood, KS 66209-1533
162	Bristol Kansas City	51 East 14th Street , Kansas City, MO 64106-2918
220	Houlihan's Bayonne	151 LeFante Way , Bayonne, NJ 07002-5022

**B. Franchise Agreements**

1. #203 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Dubuque Casino Hotel, LLC (Franchisee), dated October 28, 2004.
2. #206 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – J&H Restaurant, LLC (Franchisee), dated January 21, 2005.
3. #207 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Lotus Hospitality, Inc. (Franchisee), dated June 6, 2005.
4. #210 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Hershey Entertainment & Resorts Company (Franchisee), dated July 12, 2005.
5. #211 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Manhattan Hospitality, Inc. (Franchisee), dated September 16, 2005.
6. #212 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – O'Chicago LLC (Franchisee), dated January 6, 2006.
7. #381 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Four JS Family, LLLP (Franchisee), dated February 14, 2003.
8. #382 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Four JS Family, LLLP (Franchisee), dated December 29, 2008.
9. #571 - Franchise Agreement Houlihan's Restaurants, Inc. Houlihans Restaurant – Wheatstone Restaurant Group, LLC (Franchisee), dated July 11, 1997.
10. #572 - Franchise Agreement Houlihan's Restaurants, Inc. Houlihans Restaurant – Wheatstone Restaurant Group, LLC (Franchisee), dated November 17, 1998.
11. #574 - Franchise Agreement Houlihan's Restaurants, Inc. Houlihans Restaurant – Wheatstone Restaurant Group, LLC (Franchisee), dated March 1, 2001.
12. #631 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Ramspring Limited Partnership, dated January 22, 2004.

13. #632 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Tonsu, L.C. (Franchisee), dated June 12, 2016.
14. #651 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – JDL Investments, LLC (Franchisee), dated December 7, 2005.
15. #761 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – I Operations, LLC (Franchisee), dated August 11, 2008.
16. #771 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – O'Reilly Hospitality LLC (Franchisee), dated September 30, 2007.
17. #772 - Franchise Agreement by and among Powers Restaurant Company, Inc. (Franchisee) and Houlihan's Restaurants, Inc. (Franchisor), dated June 8, 2005.
18. #773 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – O'Reilly Hospitality III, LLC (Franchisee), dated July 10, 2009.
19. #721 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – SMS Columbia LLC (Franchisee), dated October 16, 2006.
20. #722 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – SMS Crofton LLLP (Franchisee), dated December 27, 2012.
21. #775 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – Jonesboro Hotel Partners, LLC (Franchisee), dated December 3, 2018.
22. #774 - Houlihan's Restaurants, Inc. Houlihans Restaurant Franchise Agreement – O'Reilly Hotel Partners – Denton, LLC (Franchisee), dated May 9, 2016.

**C. Bayonne Beverage Management Agreements**

1. Interim Beverage Management Agreement made as of the 10<sup>th</sup> of May, by and between Bayonne Restaurant, LLC (as "Licensee") and HOP Bayonne, LLC (as "Management Company").
2. Interim Lease Agreement dated May 10, 2018, by Bayonne, LLC ("Lessor") and Bayonne Restaurant, LLC ("Lessee").
3. Settlement and Release Agreement dated May 10, 2019, by and between Houlihan's Restaurants, Inc. and certain related entities (as "Buyer") and A.C.E. Restaurant Group, Inc. and a number of affiliated entities and/or subsidiaries (as "Sellers").

**D. License Agreements**

1. #215 – Devon Hershey – License Agreement made the 8<sup>th</sup> day of April 2008, by and between Hershey Entertainment as Licensee and Houlihan's Restaurants, Inc. as Licensor for the operation by Licensee of a Devon Seafood Grill.
2. #149 – Bristol O'Fallon – License Agreement dated October 31, 2003 by and between Houlihan's Restaurants, Inc. and Winghaven Restaurant Partners, LLC as Licensee for the operation of a Bristol Seafood Grill.

**EXHIBIT A**

**Assigned Real Property Leases and Amendments**

1. **Houlihan's Naperville [170]** - Lease agreement with exhibits dated June 28, 2007 between Houlihan's Restaurants Inc. and PMA Naperville Crossing, LLC. Site location: 860 Showplace Drive Naperville Crossing Naperville, IL 60564-5058
  - a. Subordination, Non-Disturbance and Attornment Agreement effective November 6, 2017.
  - b. Lease Amendment dated August 22, 2017 between Houlihan's Restaurants Inc and PR111 MA Naperville JV, LLC
  - c. Letter dated February 1, 2019 regarding Tenant Improvement Plans
  - d. Tenant Estoppel dated June 28, 2007 between Houlihan's Restaurants Inc and PR111 MA Naperville JV, LLC
  - e. Letter dated April 26, 2019 regarding change in ownership
  - f. Letter dated September 10, 2019 regarding Tenant Estoppel
  - g. Tenant Estoppel dated September 5th, 2008
  - h. Tenant Estoppel dated December 8, 2008
  - i. Letter dated November 12, 2008 regarding ownership change to PR111 MA Naperville JV, LLC
  - j. Estoppel Certificate letter dated April 5, 2019
2. **Houlihan's Overland Park [183]** - Ground Lease between Oak Park Mall, LLC and Houlihan's Restaurants, Inc., dated November 22, 2011, together with all exhibits and attachments thereto. Houlihan's Restaurant, 11851 W 95th Street, Overland Park, KS.
  - a. Lease Recognition Agreement by and among Oak Park Mall, LLC (Fee Owner), Oak Park Mall, LLC (Landlord), and Houlihan's Restaurants, Inc. (Tenant) dated November 22, 2011.
  - b. Memorandum of Ground Lease by and between Oak Park Mall, LLC and Houlihan's Restaurants, Inc., dated November 22, 2011.
  - c. Subordination, Non-Disturbance and Attornment Agreement among Houlihan's Restaurants, Inc. ("Tenant"), US Bank National Association, as successor to Bank of America, NA (successor by merger to LaSalle Bank National Association), as Trustee for Bear Stearns Commercial Mortgage Securities II Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-PWR10 ("Lender"), and Oak Park Mall, LLC ("Owner"), dated November 29, 2011.
  - d. Assignment and Assumption of Ground Lease by and among Oak Park Mall, LLC (Landlord), Houlihan's Restaurants, Inc. (Assignor), and Sam Wilson's/Kansas, Inc. (Assignee) dated January 31, 2012.
  - e. Lease Modification Agreement by and between Oak Park Mall, LLC and Sam Wilson's/Kansas, Inc. (as successor in interest to Houlihan's Restaurants, Inc., dba Houlihan's, dated November 6, 2012, together with all exhibits and attachments thereto.
  - f. Covenant to Maintain Private Parking Facilities by and between the City of Overland Park, Kansas, Sam Wilson's/Kansas, Inc., and Oak Park Mall, LLC, dated November 6, 2012.
  - g. Letter Consent to Change of Ownership of Guarantor, between Oak Park Mall, LLC and SamWilson's/Kansas, Inc., dated December 14, 2015, acknowledged December 16, 2012.
3. **Houlihan's Garland [171]** - Ground Lease by and between Simon Property Group (Texas), L.P. and Houlihan's Restaurants, Inc., dated July 17, 2007, together with all exhibits and attachments thereto. Houlihan's, Firewheel Town Center, Garland, Texas.
  - a. Rent Commencement Letter dated December 5, 2008, regarding rent commencement October 1, 2008.



4. **Houlihan's Holmdel [227]** - Landlord and Tenant Lease dated January 25, 2002 by and Between Caydenzar Associates, L.P. and Holmdel Food, LLC. d/b/a Houlihan's Located at Township of Holmdel and County of Monmouth, State of New Jersey.
5. **Houlihan's Brick [221]** - Ground Lease dated February 11, 2005 by and Between JSM at Brick, LLC and Brick Restaurant, LLC at the Location Parkway 70 Shopping Center Located at Route 70 Brick Township, NJ.
6. **Houlihan's Ramsey [232]** - Lease Agreement dated September 27, 1994 by and Between Joseph Settineri and Marie Settineri and Ramsey E.M Food Corp at property address: 706 Rt. 17 North Ramsey, NJ 07446.
7. **Houlihan's New Brunswick [228]** - Ground Lease dated February 8, 2002 by and Between Sears, Roebuck and Co. and New Brunswick Restaurant, L.L.C. for property in City of New Brunswick, County of Middlesex, State of New Jersey.
8. **J. Gilbert's McLean [823]** - Lease Agreement by and between CNL American Properties Fund, Inc. and Houlihan's Restaurants, dated June 11, 1997, together with all exhibits and attachments thereto. 6930 Old Dominion Drive, McLean, VA
  - a. Phase I Environmental Site Audit dated May 29, 1997.
  - b. Environmental Indemnification Addendum, by and between Houlihan's Restaurants, Inc., and CNL American Properties Fund, Inc., dated June 7, 1997.
  - c. Rent Addendum to Lease Agreement by and between CNL American Properties Fund, Inc. and Houlihan's Restaurants, Inc., dated June 11, 1997.
  - d. Amendment to Lease Agreement by and between Houlihan's Restaurants, Inc., and CNL APF Partners, LP ("Landlord"), dated October 1, 2002.
  - e. Second Amendment of Lease by and between CNL APF Partners, LP and Houlihan's Restaurants, Inc., dated March 31, 2004.
  - f. Tenant Estoppel Certificate by Houlihan's Restaurants, Inc., dated December 15, 2011.
  - g. Change of Ownership letter dated December 28, 2012.
  - h. Tree Location Survey, dated September 16, 2013, for 6930 Old Dominion Drive, McLean, VA.
  - i. Exercise of Option to Extend, dated November 22, 2016.
  - j. Parking Lease by and between DFISA Foundation and Houlihan's Restaurants, Inc., dated July 3, 1996, for the benefit of Charley's Place, located at 6930 Old Dominion Drive, McLean Virginia 22101. Parking located at 1451 Dolley Madison Boulevard, McLean, VA 22101
    - A. First Amendment to Lease Extension of Lease Term, by and between Foundation of International Association of Food Industry Suppliers and Houlihan's Restaurants, Inc., dba J. Gilbert's, dated July 8, 2001.
  - k. Second Amendment to Lease Extension of Lease Term between Foundation of Food Processing Suppliers Association and Houlihan's Restaurants, Inc., dba J. Gilbert's, dated July 8, 2006.
  - l. Third Amendment to Lease Extension of Lease Term between Foundation of Food Processing Suppliers Association and Houlihan's Restaurants, Inc., dba J. Gilbert's, dated September 20, 2010.
  - m. Fourth Amendment to Lease Extension of Lease Term between Foundation of Food Processing Suppliers Association and Houlihan's Restaurants, Inc., dba J. Gilbert's, dated January 26, 2017.
9. **J. Gilbert's Worthington [824]** - Lease dated July 11, 1997 between Houlihan's of Cleveland, LTD and McKittrick Properties Inc and Bethel Road Investment Company, Inc. Site Address: 1 E Campus View Blvd Columbus, OH 43235-5691
  - a. Assignment and Assumption of Lease Agreement dated June 7, 1999.
  - b. Lease dated August 28, 2017

- c. Estoppel Certificate dated May 7, 2008
  - d. First Amendment to Lease dated November 1, 2012
  - e. Memorandum of Lease dated June 7, 1999
10. **J. Gilbert's Glastonbury [826]** - Lease by Ahold Real Estate Company and Houlihan's Restaurants, Inc., dated April 30, 1995, together with all exhibits and attachments thereto. Somerset Square, Suite 102, 185 Glastonbury Boulevard, Glastonbury, CT
- a. Letter regarding lease commencement date of December 9, 1996, Susan I. Higgins, Director of Property Management, Ahold Real Estate Company
  - b. Letter regarding ownership transfer from Trammell Crow Company dated November 3, 2006
  - c. Letter regarding merger of CB Richard Ellis and Trammell Crow Company from CB Richard Ellis, Inc., dated January 5, 2007.
  - d. Tenant Estoppel Certificate to Realty Associates Advisors, LLC, dated December 23, 2010.
  - e. Letter regarding Change of Address for Landlord, dated January 11, 2012.
  - f. Letter Option to Extend Lease to The Wilder Companies, Ltd, as agent for The Realty Associates Fund IX LP, dated February 9, 2016.
  - g. Tenant Estoppel Certificate dated September 21, 2016
  - h. Letter regarding new Landlord, dated May 15, 2019.
11. **J. Gilbert's Des Peres [828]** - Shopping Center Lease by and between West County Parcel, LLC and Houlihan's Restaurants, Inc., dated February 9th, 2011 together with all exhibits and attachments thereto. 17A W COUNTY CTR, SUITE A102 Des Peres, MO 63131-3730
- a. Amendment to Lease by and between West County Parcel, LLC and Houlihan's Restaurants, Inc., dated March 9, 2012.
  - b. A. Tenant Estoppel Certificate, executed by Houlihan's Restaurants, Inc., dated February 9th, 2011
  - c. A. Tenant Estoppel Certificate, executed by Houlihan's Restaurants, Inc., dated November 30th, 2012
  - d. Letter dated January 25, 2012 regarding tenant improvement dollars.
  - e. Letter dated February 22, 2012 regarding tenant improvement dollars.
  - f. Letter dated April 3, 2012 regarding tenant improvement dollars.
  - g. Letter dated December 4, 2012 regarding lease assignment to West County Mall CMBS, LLC
  - h. Letter regarding change of ownership/landlord consent dated December 14, 2015.
  - i. Letter dated January 30, 2019 regarding proof exhaust, duct, and hood system have been cleaned.
12. **Bristol Creve Coeur [87]** - Lease between Bankers Life Insurance Company of Nebraska and Far West Services, Inc. dated November 6, 1969. 11801 Olive Blvd, Creve Coeur, MO 63141
- a. Amendment to Lease between Bankers Life Insurance Company of Nebraska and Far West Services, Inc., dated February 10, 1970.
  - b. Memorandum of Lease by and between Bankers Life Insurance Company of Nebraska and Far West Services, Inc., dated May 29, 1970.
  - c. Agreement among Bankers Life Insurance Company of Nebraska, Far West Services, Inc. and W. R. Grace & Co., dated October 30, 1970.
  - d. Amendment Agreement by and between Bankers Life Insurance Company of Nebraska and Far West Services, Inc., dated February 20, 1971.
  - e. Third Amendment to Lease by and between Bankers Life Insurance Company of Nebraska and Far West Services, Inc., dated February 1, 1978.
  - f. Assignment by and between Grace Restaurant Company, formerly Far West Services, Inc., and Gilbert/Robinson, Incorporated, dated November 1, 1982.

- g. Assignment and Assumption Agreement by and between Grace Restaurant Company, and Gilbert/Robinson, Incorporated, dated December 1, 1982.
  - h. Letter regarding sale of 1801 Olive Blvd., Creve Coeur, MO, to Creve Coeur Restaurant Partnership, dated December 29, 1987.
  - i. Guarantor Certification by W.R. Grace & Co. - Conn. Fka W. R. Grace & Co., dated December 8, 1988.
  - j. 1995 Supplement to Lease by and between Creve Coeur Restaurant Partnership and Houlihan's Restaurants, Inc., dba Bristol Bar & Grill, dated November 7, 1995.
  - k. First Amendment to 1995 Supplement to Lease by and between Creve Coeur Restaurant Partnership and Houlihan's Restaurant, Inc. dba Bristol Bar & Grill, dated November 30, 1995.
  - l. License Agreement (parking) by and between First Bank and Houlihan's Restaurants, Inc., dated February 26, 1997.
  - m. Assignment by and between Grace Restaurant Company, formerly Far West Services, Inc., and Gilbert/Robinson, Incorporated, dated November 1, 1982.
  - n. Second Amendment to License Agreement by and between First Bank and Houlihan's Restaurants, Inc., dated March 12, 2001.
  - o. Third Amendment to License Agreement, by and between First Bank and Houlihan's Restaurants, Inc., dated September 16, 2004.
  - p. Tenant's Estoppel Certificate by Houlihan's Restaurants, Inc. dba Bristol Bar & Grill, dated November 13, 2006.
  - q. Notice to Tenant regarding change of ownership, dated January 9, 2007.
  - r. Lease Extension and Modification Agreement by and between Six Bees LLC and Houlihan's Restaurants, Inc., dated July 22, 2008.
  - s. Fourth Amendment to License Agreement by and between First Bank and Houlihan's Restaurants, Inc., dated March \_\_\_\_\_, 2010.
  - t. Lease Extension and Modification Agreement by and between Six Bees LLC and Houlihan's Restaurants, Inc., dated December 12, 2013.
  - u. Fifth Amendment to License Agreement between First Bank and Houlihan's Restaurants, Inc., dated August \_\_\_\_\_, 2014.
  - v. Estoppel Certificate of Houlihan's Restaurants, Inc., dated October 31, 2017
  - w. Tenant Notice Letter, dated November 14, 2017
  - x. Tenant Notice Letter - Supplemental, dated November 27, 2017.
13. **Devon Philadelphia [96]** - Amended and Restated Lease between Rittenhouse Regency Affiliates and Houlihan's Restaurants, Inc., dated December 7, 1998, together with all exhibits and attachments thereto. Rittenhouse Regency, 225 S 18th Street, Philadelphia, Pennsylvania.
- a. Tenant Estoppel Certificate, executed by Houlihan's Restaurants, Inc., dated December 13, 2010.
  - b. Amended and Restated Lease Agreement by and between ADR PARC, LP dba Allan Domb Real Estate, successor in interest to Rittenhouse Regency Affiliates and Houlihan's Restaurants, Inc., dated December 23, 2016, together with all exhibits and attachments thereto Devon's, Commercial Unit 100, 219 S 18th Street, Philadelphia, PA.
  - c. Letter Agreement between Houlihan's Restaurants, Inc. and ADR Parc, L.P., dated December 23, 2016.
  - d. Subordination, Non-Disturbance & Attornment Agreement by and among ADR PARC, LP, Houlihan's Restaurant and State Farm Life Insurance Company, dated August 22, 2018.

14. **Bristol Leawood [109]** - Ground Lease by and between Specialty Development Corporation and Gilbert/Robinson, Inc., dated September 26, 1994, together with all exhibits and attachments thereto. Town Center Plaza, 5400 W 119th Street, Leawood, KS
  - a. Declaration of Reciprocal Easements and Restrictions dated May 2, 1995, together with all exhibits and attachments thereto, recorded in Johnson County, Kansas, official land records in Book 4576 at Page 890 on May 3, 1995.
  - b. First Amendment to Ground Lease, dated June 5, 1995
  - c. Assignment and Assumption of Lease and Lease Modification Agreement by and between Sam Wilson's/Kansas, Inc. ("Assignee") and Houlihan's Restaurants, Inc. ("Assignor") and Town Center Plaza, LLC, pursuant to assignment from Specialty Development Corporation, dated March 12, 1996.
  - d. Declaration of Reciprocal Easements Regarding Customer Parking, made by Town Center Plaza, L.L.C., together with all exhibits and attachments thereto, dated August 14, 1995, recorded in Johnson County, Kansas, official land records in Book 4657 at Page 800 on August 18, 1995.
  - e. Declaration of Reciprocal Easements and Restrictions dated August 15, 1996, by and between Town Center Plaza, L.L.C. and Sam Wilson's/Kansas, Inc. together with all exhibits and attachments thereto, recorded in Johnson County, Kansas, official land records in Book 4996 at Page 10.
  - f. Notice of Change of Landlord by Developers Diversified Realty, dated January 10, 2007.
  - g. Notice of Exercise of Option to Renew dated August 17, 2010
  - h. Acknowledgement of Lease Extension by Developers Diversified Realty dated November 1, 2010
  - i. Tenant Estoppel Certificate dated November 8, 2011
  - j. Letter change of landlord notice from Leawood TCP, LLC, dated December 8, 2011.
  - k. Request for Consent from Leawood TCP, LLC to construct another building, dated July 10, 2014.
  - l. Lease Modification Agreement No. 3, between Leawood TCP, LLC and Houlihan's Restaurants, Inc., dated July 15, 2014
  - m. First Amendment to Declarations of Reciprocal Easements and Restrictions by and among Leawood TCP, LLC and Houlihan's Restaurants, Inc., dated July 15, 2014.
15. **Bristol Kansas City [162]** - Lease by and between Kansas City Live Block 139 Retail, LLC and Houlihan's Restaurants, Inc., dated July 22, 2005, together with exhibits and attachments thereto.
  - a. Agreement Specifying Term of Lease by and between Kansas City Live Block 139 Retail, LLC and Houlihan's Restaurants, Inc., dated July 22, 2005.
  - b. Amendment to Lease by and between Kansas City Live Block 139 Retail, LLC and Houlihan's Restaurants, Inc., dated December 21, 2005.
  - c. Tenant Estoppel Certificate to Citizens Bank of Pennsylvania dated August 25, 2009.
  - d. Tenant Estoppel Certificate to Bank of America, N.A., dated June 18, 2015.
  - e. Subordination, Non-Disturbance and Attornment Agreement among Citizens Bank of Pennsylvania ("Lender"), and Houlihan's Restaurants, Inc., dba Bristol Seafood Grill, dated 2015.
  - f. Letter from Kansas City Power and Light District regarding Bristol Seafood Grill, 51 E 14th St., Kansas City, Mo 64106 regarding non-conformance with ADA standards, dated November 29, 2017.
  - g. Letter to Kansas City Live Block 139 Retail, LLC regarding revision of Bristol Seafood Grill name and menu, dated January 29, 2019.
  - h. Follow-up letter to Kansas City Live Block 139 Retail, LLC, regarding revision of Bristol Seafood Grill name and menu, dated February 14, 2019.

16. **Houlihan's Bayonne [220]** - Lease dated June 14, 2005 by and Between South Cove Development, LLC and Bayonne Restaurant, LLC at the Location South Cover Commons Shopping Center Route 440 and LeFante Way, Bayonne, NJ 07002