

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

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Jointly Administered)

Ref. Nos. 15, 88, 89 & 310

CERTIFICATION OF COUNSEL

I, Nicolas E. Jenner, counsel to the above-captioned debtors and debtors in possession (the “Debtors”) hereby certify as follows to the best of my knowledge, information and belief:

1. On the Petition Date, 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”).

2. On December 18, 2019, the Debtors filed the *Notice of Filing of Proposed Sale Order and List of Assigned Contracts* [D.I. 310] (the “Proposed Sale Order”).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson’s/Kansas, Inc. (5739), Darryl’s of St. Louis County, Inc. (7177), Darryl’s of Overland Park, Inc. (3015), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Algonquin Houlihan’s Restaurant, L.L.C. (0449), Geneva Houlihan’s Restaurant, L.L.C. (3156), Hanley Station Houlihan’s Restaurant, LLC (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.



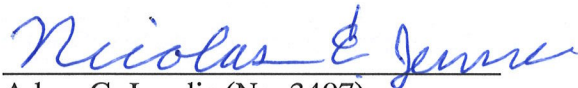
3. Following the filing of the Proposed Sale Order, the Debtors revised the form thereof to resolve certain informal and formal objections (the “Revised Sale Order”). On December 20, 2019, the Court held a hearing (the “Sale Hearing”) to consider, among other things, the Sale Motion.

4. The revisions to the Revised Sale Order are identified in the blackline attached hereto as **Exhibit A**. A clean copy of the Revised Sale Order is attached hereto as **Exhibit B**. Consistent with the Court’s directive at the Sale Hearing, the Debtors hereby submit the Revised Order in accordance with the Court’s electronic order processing procedures.

5. Accordingly, the Debtors respectfully request that the Court enter the Revised Order at its earliest convenience.

Dated: December 20, 2019
Wilmington, Delaware

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EXHIBIT A

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

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

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

Related Docket Nos. 15, 88, 89, 163 & 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”);² 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*

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

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

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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

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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

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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

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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)³ are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

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

³ 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.

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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

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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.

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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

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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

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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

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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.

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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~~ CIT Bank, National Association, in its capacity as administrative agent and collateral agent under both that certain Senior Secured Super-Priority Debtor-in-Possession Credit Guaranty Agreement dated as of November 15, 2019, and that certain Credit and Guaranty Agreement dated as of December 17, 2015 (the "Agent"), and the financial institutions party thereto as lenders (collectively with the Agent, 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

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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

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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

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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)

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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,

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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. Within three (3) Business Days of consummation of the Closing, the Debtors shall file and serve a complete copy of the final version of the Agreement, including any modifications, amendments or supplements thereto.

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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.

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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,

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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

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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,

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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.

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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

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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

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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.

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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

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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).

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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.

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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.

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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

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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. Notwithstanding anything in this Order or in the Agreement to the contrary, any and all causes of action, litigation, legal actions, and claims of the Debtors against 1200 Harbor Boulevard, LLC and Hartz Mountain with respect to any agreement between the Debtors and such parties and with regard to the HOP Weehawken LLC liquor license are Excluded Assets and, for the avoidance of doubt, are not Purchased Assets.

40. ~~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

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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.

41. ~~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

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(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.

42. ~~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.

43. ~~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

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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.

44. ~~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

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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.

45. ~~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.

46. ~~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.

47. ~~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.

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48. ~~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;⁴ 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

⁴ 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.

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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 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.

49. Notwithstanding the provisions of any other order entered in this case, from the proceeds of the sale of any of the Debtors' assets located in the State of Texas, the amount of \$132,600.98 shall be set aside in a segregated account as adequate protection of the secured claims of Dallas County, Bexar County, Harris County and Tarrant County (collectively, the "Texas Tax Authorities") prior to the distribution of any proceeds to any other creditor. The liens of the Texas Tax Authorities shall attach to these proceeds to the same extent and with the same priority as the liens they now hold against the property of the Debtors. These funds shall constitute neither the allowance of the claims of the Texas Tax Authorities nor a cap on the amounts that they may be entitled to receive. Furthermore, the claims and liens of the Texas Tax Authorities shall remain subject to any objections any party would otherwise be entitled to raise.

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These funds may be distributed only upon agreement between the Texas Tax Authorities and the Debtors or by subsequent order of the Court, duly noticed to the Texas Tax Authorities. The Lenders' liens and claims, including adequate protection liens and claims, on such funds shall remain in full force and effect in accordance with the Final DIP Order. Any balance remaining in the Texas Tax Authorities segregated account following the reconciliation and payment of all their liens that are not liabilities assumed by Purchaser shall be paid to the Lenders within three (3) Business Days thereof.

50. Notwithstanding anything to the contrary herein, the Debtors shall pay any and all Farmer's Liens with respect to the non-Purchased Assets that are not liabilities assumed by Purchaser within five (5) Business Days of the Debtors and the applicable Farmer's Lien claimant's completing reconciliation of the validity and amount of any such asserted Farmer's Liens and such reconciliation shall be completed on or before January 10, 2020 or such other date as agreed to by and between the Debtors and the applicable Farmer's Lien claimant. Following the Closing, the Debtors shall hold, on a segregated basis, an amount sufficient to pay any and all Farmer's Liens with respect to the non-Purchased Assets in full in a current bank account of the Debtors (the "PACA/PASA Account"), for the exclusive benefit of and priority payment to the PACA/PASA creditors of the Debtors. The Lenders' liens and claims, including adequate protection liens and claims, on such funds shall remain in full force and effect in accordance with the Final DIP Order. Any balance remaining in the PACA/PASA Account following the reconciliation and payment of all Farmer's Liens relating to non-Purchased Assets that are not liabilities assumed by Purchaser shall be paid to the Lenders within three (3) Business Days thereof.

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51. Notwithstanding anything to the contrary in the Sale Motion, the Bidding Procedures, the Bidding Procedures Order, any cure notice or assumption notice (including, but not limited to, any Contracts Schedule or Cure Notice), or this Order (i) none of the insurance policies or any related agreements (collectively, the “Chubb Insurance Contracts”) issued at any time by any of ACE American Insurance Company, ACE Property and Casualty Insurance Company, Federal Insurance Company or any of their respective affiliates or successors (collectively, the “Chubb Companies”), or any rights, benefits, claims, rights to payments and/or recoveries under the Chubb Insurance Contracts shall be sold, assigned or otherwise transferred to the Purchaser in connection with the Sale; (ii) nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts; and (iii) for the avoidance of doubt, the Purchaser is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts; *provided, however,* that to the extent any claim with respect to the Purchased Assets arises that is covered by the Chubb Insurance Contracts, the Debtors (or, upon and after the Debtors’ wind down and the discharge of any estate representative appointed in the bankruptcy case, Purchaser as their successor with respect to any rights to proceeds under the Chubb Insurance Contracts) may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Purchaser any such insurance proceeds (each, a “Proceed Turnover”); *provided, further, however,* that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

52. ~~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.

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53. ~~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.~~ Order or in the Agreement is intended to, nor shall it, alter, modify, amend or limit any party's rights, claims, obligations or defenses under any applicable insurance policy relating to workers' compensation claims, and subject to the defenses of any insurer and such policy's terms, remain available to pay any such claims.

54. ~~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.

55. ~~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.

56. ~~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.

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57. ~~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.

58. ~~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.

59. ~~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.

60. ~~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.

61. ~~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

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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,~~ Until such time as 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~~ Objecting Parties' contract or lease 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~~ contract or lease in the event

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that the Debtors breach their obligations under the ~~Contract~~contract or lease 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 A. Brown at brown@lrclaw.com, Matthew R. Pierce at pierce@lrclaw.com ~~and~~, Norman Pernick at npernick@coleschotz.com, and David Bass at dbass@coleschotz.com, ~~respectively,~~ of the breach within three (3) ~~business days~~Business Days of such counter party having knowledge of the occurrence of the breach.

62. ~~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.

63. The Purchaser shall make final designations of all Designation Rights Assets and deliver a final complete schedule of all Assigned Contracts (the "Final Assigned Contracts Schedule") to the Debtors as required by section 7.5 of the Agreement. For the avoidance of doubt, any contract or lease designated as a Designation Rights Assets and that is also identified on Exhibit B hereto, may be ultimately assumed and assigned to Purchaser after the resolution of any outstanding cure or adequate assurance objection as may be agreed by and between Purchaser and the applicable contract or lease counterparty or upon order of the Court where such order is in form and substance acceptable to Purchaser; provided, however that: (a) until rejected, the

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foregoing Designation Rights Assets shall be subject to the Management Agreement until such time as the outstanding objection is so resolved (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 Assets shall not result in any adjustment to the Purchase Price or otherwise give rise to liability on the part of the Sellers. Until such time as a Designation Rights Asset of an Objecting Party 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. The Debtors shall file the Final Assigned Contracts Schedule within one (1) Business Day of receipt thereof.

64. ~~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.

65. ~~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

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EXHIBIT A

Agreement

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EXHIBIT B

Remaining Objecting Parties

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EXHIBIT C

Term Sheet

Document comparison by Workshare 9.5 on Friday, December 20, 2019 4:30:45 PM

Input:	
Document 1 ID	file://S:\wdox\LRCDOcs\1247\002\ORD\~VER1\W0059421.DOC X
Description	W0059421
Document 2 ID	file://C:\Users\Nick\AppData\Local\Temp\WBGX\2652.0\OPEN\001\HRI - Sale Order (W0059421-3xBBE68).docx
Description	HRI - Sale Order (W0059421-3xBBE68)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	55
Deletions	51
Moved from	8
Moved to	8
Style change	0
Format changed	0
Total changes	122

EXHIBIT B

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

In re:

HRI HOLDING CORP., *et al.*¹

Debtors.

Chapter 11

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

Related Docket Nos. 15, 88, 89, 163 & 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”);² 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*

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

² 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)³ are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

³ 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 CIT Bank, National Association, in its capacity as administrative agent and collateral agent under both that certain Senior Secured Super-Priority Debtor-in-Possession Credit Guaranty Agreement dated as of November 15, 2019, and that certain Credit and Guaranty Agreement dated as of December 17, 2015 (the “Agent”), and the financial institutions party thereto as lenders (collectively with the Agent, 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. Within three (3) Business Days of consummation of the Closing, the Debtors shall

file and serve a complete copy of the final version of the Agreement, including any modifications, amendments or supplements thereto.

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. Notwithstanding anything in this Order or in the Agreement to the contrary, any and all causes of action, litigation, legal actions, and claims of the Debtors against 1200 Harbor Boulevard, LLC and Hartz Mountain with respect to any agreement between the Debtors and such parties and with regard to the HOP Weehawken LLC liquor license are Excluded Assets and, for the avoidance of doubt, are not Purchased Assets.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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;⁴ provided, however, such payment shall be subject to

⁴ 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*

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 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.

49. Notwithstanding the provisions of any other order entered in this case, from the proceeds of the sale of any of the Debtors’ assets located in the State of Texas, the amount of \$132,600.98 shall be set aside in a segregated account as adequate protection of the secured claims of Dallas County, Bexar County, Harris County and Tarrant County (collectively, the “Texas Tax Authorities”) prior to the distribution of any proceeds to any other creditor. The liens of the Texas Tax Authorities shall attach to these proceeds to the same extent and with 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.

same priority as the liens they now hold against the property of the Debtors. These funds shall constitute neither the allowance of the claims of the Texas Tax Authorities nor a cap on the amounts that they may be entitled to receive. Furthermore, the claims and liens of the Texas Tax Authorities shall remain subject to any objections any party would otherwise be entitled to raise. These funds may be distributed only upon agreement between the Texas Tax Authorities and the Debtors or by subsequent order of the Court, duly noticed to the Texas Tax Authorities. The Lenders' liens and claims, including adequate protection liens and claims, on such funds shall remain in full force and effect in accordance with the Final DIP Order. Any balance remaining in the Texas Tax Authorities segregated account following the reconciliation and payment of all their liens that are not liabilities assumed by Purchaser shall be paid to the Lenders within three (3) Business Days thereof.

50. Notwithstanding anything to the contrary herein, the Debtors shall pay any and all Farmer's Liens with respect to the non-Purchased Assets that are not liabilities assumed by Purchaser within five (5) Business Days of the Debtors and the applicable Farmer's Lien claimant's completing reconciliation of the validity and amount of any such asserted Farmer's Liens and such reconciliation shall be completed on or before January 10, 2020 or such other date as agreed to by and between the Debtors and the applicable Farmer's Lien claimant. Following the Closing, the Debtors shall hold, on a segregated basis, an amount sufficient to pay any and all Farmer's Liens with respect to the non-Purchased Assets in full in a current bank account of the Debtors (the "PACA/PASA Account"), for the exclusive benefit of and priority payment to the PACA/PASA creditors of the Debtors. The Lenders' liens and claims, including adequate protection liens and claims, on such funds shall remain in full force and effect in accordance with the Final DIP Order. Any balance remaining in the PACA/PASA

Account following the reconciliation and payment of all Farmer's Liens relating to non-Purchased Assets that are not liabilities assumed by Purchaser shall be paid to the Lenders within three (3) Business Days thereof.

51. Notwithstanding anything to the contrary in the Sale Motion, the Bidding Procedures, the Bidding Procedures Order, any cure notice or assumption notice (including, but not limited to, any Contracts Schedule or Cure Notice), or this Order (i) none of the insurance policies or any related agreements (collectively, the "Chubb Insurance Contracts") issued at any time by any of ACE American Insurance Company, ACE Property and Casualty Insurance Company, Federal Insurance Company or any of their respective affiliates or successors (collectively, the "Chubb Companies"), or any rights, benefits, claims, rights to payments and/or recoveries under the Chubb Insurance Contracts shall be sold, assigned or otherwise transferred to the Purchaser in connection with the Sale; (ii) nothing shall alter, modify or otherwise amend the terms or conditions of the Chubb Insurance Contracts; and (iii) for the avoidance of doubt, the Purchaser is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts; *provided, however*, that to the extent any claim with respect to the Purchased Assets arises that is covered by the Chubb Insurance Contracts, the Debtors (or, upon and after the Debtors' wind down and the discharge of any estate representative appointed in the bankruptcy case, Purchaser as their successor with respect to any rights to proceeds under the Chubb Insurance Contracts) may pursue such claim in accordance with the terms of the Chubb Insurance Contracts, and, if applicable, turn over to the Purchaser any such insurance proceeds (each, a "Proceed Turnover"); *provided, further, however*, that the Chubb Companies shall not have any duty to effectuate a Proceed Turnover or liability related to a Proceed Turnover.

52. 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.

53. Nothing in this Order or in the Agreement is intended to, nor shall it, alter, modify, amend or limit any party's rights, claims, obligations or defenses under any applicable insurance policy relating to workers' compensation claims, and subject to the defenses of any insurer and such policy's terms, remain available to pay any such claims.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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. Until such time as a contract or lease of an Objecting Party is assumed and assigned to Purchaser, such Objecting Parties' contract or lease 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 or lease in the event that the Debtors breach their obligations under the contract or lease 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 A. Brown at brown@lrclaw.com, Matthew R. Pierce at pierce@lrclaw.com, Norman Pernick at npernick@coleschotz.com, and David Bass at dbass@coleschotz.com of the breach within three (3) Business Days of such counter party having knowledge of the occurrence of the breach.

62. 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.

63. The Purchaser shall make final designations of all Designation Rights Assets and deliver a final complete schedule of all Assigned Contracts (the "Final Assigned Contracts Schedule") to the Debtors as required by section 7.5 of the Agreement. For the avoidance of doubt, any contract or lease designated as a Designation Rights Assets and that is also identified on Exhibit B hereto, may be ultimately assumed and assigned to Purchaser after the resolution of any outstanding cure or adequate assurance objection as may be agreed by and between Purchaser and the applicable contract or lease counterparty or upon order of the Court where such order is in form and substance acceptable to Purchaser; provided, however that: (a) until rejected, the foregoing Designation Rights Assets shall be subject to the Management Agreement until such time as the outstanding objection is so resolved (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 Assets shall not result in any adjustment to the Purchase Price or otherwise give rise to liability on the part of the Sellers. Until such time as a Designation Rights Asset of an Objecting Party 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. The Debtors shall file the Final Assigned Contracts Schedule within one (1) Business Day of receipt thereof.

64. 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.

65. 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

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Agreement

EXECUTION COPY

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

LANDRY'S, LLC

AND

**HOULIHAN'S RESTAURANTS, INC.
AND ALL OTHER SELLERS IDENTIFIED ON ANNEX 1**

November 13, 2019

EXECUTION COPY

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of November 13, 2019 (this "Agreement"), is entered into by and between Landry's, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, "Purchaser"), on the one hand, and Houlihan's Restaurants, Inc. (a Virginia corporation) and all of the entities identified on Annex 1 attached hereto (each a "Seller" and, collectively, "Sellers"), on the other hand. Purchaser and Sellers are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Sellers operate a portfolio of restaurant brands including Houlihan's Restaurant + Bar, J. Gilbert's Wood-Fired Steak + Seafood, Bristol/Devon Seafood Grill, and Make Room For Truman, consisting of both company-owned and franchised/licensed locations, which offer a variety of high-quality food and beverages in either a casual, high-energy atmosphere or an upscale, polished approachable luxury atmosphere (the "Business");

WHEREAS, Sellers desire to sell, transfer, convey, assign and deliver the Purchased Assets (as defined below) and to assign the Assumed Liabilities (as defined below), and Purchaser desires to purchase, take delivery of, and acquire such Purchased Assets and to assume such Assumed Liabilities, upon the terms and subject to the conditions set forth herein;

WHEREAS, Sellers will file voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), commencing a Chapter 11 bankruptcy case for each Seller (the "Bankruptcy Cases"); and

WHEREAS, the transactions contemplated by this Agreement (the "Transactions") will be consummated pursuant to a Bidding Procedures Order (as defined below) and Sale Order (as defined below) to be entered in the Bankruptcy Cases under Sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code, and the Transactions and this Agreement are subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and in order to prescribe the terms and conditions of such purchase and sale, intending to be legally bound, the Parties agree as follows:

1. **Definitions.**

1.1. **Definitions.** The following terms, as used herein, have the following meanings:

(a) "Accounts Receivable" means all accounts and notes receivable and contractual rights of payment (whether current or non-current) of Sellers in respect of goods shipped, products sold or services rendered prior to the Closing Date, including

Credit Card Receivables, receivables from franchisees or from third parties in connection with the sale of gift cards, and allowances due from landlords under Real Property Leases (but only to the extent such Real Property Leases constitute Assigned Contracts).

(b) “Administrative Agent” means CIT Bank, N.A., as administrative agent under the Prepetition Credit Agreement (defined below).

(c) “Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person.

(d) “Alternative Transaction” means a transaction or series of related transactions pursuant to which any Seller, pursuant to the Bidding Procedures Order, (a) accepts a Qualified Bid, other than that of Purchaser, as the highest or best offer, or (b) sells, transfers, lease or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger, reorganization or other similar transaction (by any Seller or otherwise), including pursuant to a chapter 11 plan or refinancing, all or any portion of the Purchased Assets (or agrees to do any of the foregoing) in a transaction or series of transactions to a Person or Persons other than Purchaser.

(e) “Bidding Procedures” means the procedures, required under Section 7.4 of this Agreement, approved pursuant to the Bidding Procedures Order, and satisfactory, in form and substance, to the Purchaser, in its reasonable discretion.

(f) “Bidding Procedures Motion” means a motion filed by the Debtor with the Bankruptcy Court seeking the entry of the Bidding Procedures Order. For the avoidance of doubt, the Bidding Procedures Motion may be filed as one (1) motion with the Sale Motion.

(g) “Bidding Procedures Order” means an Order of the Bankruptcy Court, in form and substance satisfactory to the Purchaser, in its reasonable discretion approving, among other things, the Bidding Procedures.

(h) “Business Day” means a day other than Saturday, Sunday or other day on which commercial banks in Wilmington, Delaware are authorized or required by Law to close.

(i) “CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any Laws promulgated thereunder.

(j) “Claim” means a “claim” as defined in Section 101 of the Bankruptcy Code.

(k) “Closing Date” means the date of the Closing.

(l) “Code” means the Internal Revenue Code of 1986, as amended.

(m) Reserved.

(n) “Confidentiality Agreement” means the Confidentiality Agreement dated August 22, 2019, between Seller and Purchaser, with Piper Jaffray & Co. as Seller’s Agent.

(o) “Continuing Restaurant” means any of Sellers’ restaurant locations with respect to which the associated leases have been designated by Purchaser as Assigned Contracts or Designation Rights Assets.

(p) “Contracts” means any contract, agreement, lease, license, purchase order, commitment or other legally binding arrangement with respect to which any one or more of the Sellers is a party (inclusive of all amendments, modifications, supplements, extensions, renewals, assignments, easements, restatements, and exhibits thereto).

(q) “Credit Card Receivables” means all accounts receivable and other amounts owed to any Seller (whether current or non-current) in connection with any customer purchases from any Purchased Locations operated by Sellers that are made with credit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from credit card processors to Sellers. Credit Card Receivables shall specifically include all Credit Card Receivables generated with respect to sales occurring during the three days immediately prior to the Closing Date, including any amounts received by or payable to Sellers with respect to such sales occurring during such three days immediately prior to the Closing Date.

(r) “Cure Costs” means, for only the Assigned Contracts, all amounts that must be paid as determined by a final and nonappealable order of the Bankruptcy Court, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assigned Contracts to Purchaser as provided herein.

(s) Reserved.

(t) “Employee Benefit Plan” means any “employee benefit plan” (as defined in ERISA § 3(3)) and any other benefit or compensation plan, program, agreement or arrangement maintained, sponsored, or contributed or required to be contributed to by any Seller or any ERISA Affiliate or with respect to which any Seller or any ERISA Affiliate has any liability.

(u) “Environmental Laws” means, whenever in effect, all federal, state, and local Laws and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public health and safety (with respect to exposure to Hazardous Substances), pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, control, or cleanup of any Hazardous Substances (including CERCLA and analogous state Laws).

(v) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

(w) “ERISA Affiliate” means any Person that, at any relevant time, is or was treated as a single employer with any Seller for purposes of Code § 414.

(x) “Escrow Agent” means Kurtzman Carson Consultants, LLC.

(y) “Escrow Agreement” means that certain Escrow Agreement by and among Sellers, the Purchaser and the Escrow Agent in form and substance as mutually agreed.

(z) “Farmer’s Lien” shall mean any Lien (including any trust or other arrangement in the nature of a Lien) for the benefit of producers, suppliers or sellers of livestock, poultry, fruits, vegetables or other farm products that operates to create a first priority Lien in favor of such producers, suppliers or sellers (or agents or assignees thereof) covering farm products (and the products and proceeds thereof), to secure the unpaid purchase price of such farm products, including any trust established by Section 499e of the PACA, Section 196b of the PSA, Section 197b of the PSA or any equivalent applicable state laws.

(aa) “Final Order” means an order of the Bankruptcy Court or any other court as to which (i) any appeal or petition for review, rehearing or certiorari that has been taken has been finally determined or dismissed, or (ii) the time for appeal or petition for review, rehearing or certiorari has expired and no appeal has been filed timely. In the case of an order of the Bankruptcy Court, the time for appeal, for purposes of this definition, shall be the time permitted for an appeal to the United States District Court for the District of Delaware.

(bb) “Franchise Agreement” shall mean any Contract between one or more of Sellers, on the one hand, and a third party on the other hand, pursuant to which such Seller has granted a license to the third party to use such Seller’s brand name, trademark, trade name, logo, or service mark in conducting business.

(cc) “GAAP” means, at a given time, United States generally accepted accounting principles, consistently applied.

(dd) “Governmental Authority” means any federal, state, local, municipal, foreign, or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority.

(ee) “Hazardous Substances” means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes and any other substance with respect to which liability or standards of conduct may be imposed under any Environmental Laws, including petroleum and petroleum related

substances, products, by products and wastes, asbestos, urea, formaldehyde and lead based paint.

(ff) “Hilco Agreement” means that certain Real Estate Consulting and Advisory Services Agreement, dated as of the date hereof, by and among Hilco Real Estate, LLC and Houlihan’s Restaurants, Inc.

(gg) “Improvements” means all owned leasehold improvements located, placed, constructed or installed on or under any parcel of Leased Real Property (but only to the extent the related Real Property Lease constitutes an Assigned Contract), including all utilities, fire protection, security, surveillance, telecommunications, computer, wiring, cable, heat, exhaust, ventilation, air conditioning, electrical, mechanical, plumbing and refrigeration systems, facilities, lines, installations and conduits.

(hh) “Independent Accounting Firm” means any of the nationally recognized “big four” accounting firms, as mutually agreed.

(ii) “Intellectual Property Rights” means all of Sellers’ intellectual property rights (but, in each case, only to the extent such intellectual property rights are transferrable without the consent of any third party), including: (i) patents, patent applications and patent rights; (ii) trademarks (registered, unregistered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith (subject to those restrictions under the Franchise Agreements), whether owned or licensed; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists, proprietary information, proprietary processes and formulae, Recipes, databases and data collections; (v) all source and object code, software, algorithms, architecture, structure, display screens, layouts, inventions, development tools; and (vi) all documentation and media constituting, describing or relating to the above, including manuals, memoranda and records.

(jj) “Inventory” means all supplies, goods, finished goods, materials, raw materials, work in process, perishable inventory and stock in trade owned by any Seller, whether or not prepaid, and wherever located, held or owned, including all fresh and frozen foodstuffs, alcoholic beverages, non-alcoholic beverages, disposable paper goods (such as napkins and paper towels), soaps and detergents, condiments, retail merchandise, replacement and spare parts and fuels and other similar items.

(kk) “Knowledge of Sellers” or any other similar knowledge qualification in this Agreement means all facts actually known by the following individuals: Michael Archer, Terry Harryman, Cindy Parres, and Matthew Manning.

(ll) “Law” means any law, statute, regulation, rule, code, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

(mm) “Leased Real Property” means all of the real property leased or subleased by Sellers in connection with conducting the Business, including the real property locations set forth on Schedule 1.1(mm), and all amendments, modifications, supplements, extensions, renewals, assignments, guaranties, easements, restatements, and exhibits thereto.

(nn) “Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or Claims or any proceedings by or before a Governmental Authority, and any appeal from any of the foregoing.

(oo) “Liability” means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), whether contingent, at law or in equity or otherwise, including any liability based on successor liability theories.

(pp) “Lien” means, with respect to any property or asset, any mortgage, lien (statutory or otherwise, including Farmer’s Liens), pledge, security interest, Claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown. For the avoidance of doubt, the definition of Lien shall not be deemed to include: (i) the grant of any license or sublicense by any Seller of Intellectual Property Rights or (ii) rights granted pursuant to any Franchise Agreement.

(qq) “Management Agreement” means an agreement to be mutually agreed to in form and substance by Purchaser and Sellers and attached as Exhibit A hereto, and which provides that the economic benefit of the operations of the Purchased Assets accrues to the Purchaser.

(rr) “Material Adverse Effect” means any change, effect, event, fact, circumstance or development that, individually or in the aggregate has had or reasonably could be expected to have a material adverse effect on the Business, the Assumed Liabilities or the Purchased Assets, taken as a whole, excluding any such effect to the extent resulting from or arising in connection with (i) the pendency or consummation of the Transactions or the public announcement thereof; (ii) changes or conditions affecting the industries generally in which Sellers operate unless such change has a disproportionate effect on the Business or the Purchased Assets; (iii) changes in national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America; (iv) changes in financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (v) changes in Law or in GAAP or interpretations thereof; (vi) changes resulting from the

commencement and continuation of the Bankruptcy Cases; (vii) failure of any one or more of the Sellers to meet financial projections, or (viii) any action taken by any Seller as required or contemplated by this Agreement.

(ss) “Multiemployer Plan” means any “multiemployer plan” (as defined in ERISA § 3(37)) contributed to by any Seller or any ERISA Affiliate or with respect to which any Seller or any ERISA Affiliate has any liability.

(tt) “Non-Assigned Contracts” means any contract or agreement not listed as an Assigned Contract or a Designation Rights Asset, or is at any point excluded from being an Assigned Contract or a Designation Rights Asset.

(uu) “Order” means any award, decision, decree, order, directive, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

(vv) “PACA” means the Perishable Agricultural Commodities Act, 7 U.S.C. Section 499a et seq.

(ww) “Permits” means licenses (including Liquor Licenses), permits, approvals, certificates of occupancy, authorizations, operating permits, registrations filed with, or issued by, a Governmental Authority, in connection with the Business conducted at a Purchased Location.

(xx) “Permitted Liens” means (i) Liens granted by Purchaser at or after the Closing in connection with any financing of Purchaser related to the purchase of the Purchased Assets pursuant to this Agreement; (ii) Liens that arise under zoning, building codes, land use and other similar Laws, none of which would materially interfere with the ownership or operation by Purchaser of the Purchased Assets following the Closing in substantially the manner as owned and operated immediately prior to the execution of this Agreement; (iii) Liens for Taxes not yet due and payable; and (iv) with respect to leased or licensed property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assigned Contract.

(yy) “Person” means an individual, corporation, partnership, limited liability company, association, joint venture, trust or other entity or organization, including a Governmental Authority.

(zz) “Petition Date” means the date on which Sellers commence the Bankruptcy Cases.

(aaa) “Pre-Closing Tax Period” means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

(bbb) “Prepetition Credit Agreement” means that certain Credit and Guaranty Agreement, dated as of December 17, 2015, as amended, by that Certain Credit

and Guaranty Agreement, dated as of March 4, 2016, and as further amended by that certain Second Amendment and Waiver to Credit and Guaranty Agreement, dated as of May 11, 2018, and the Forbearance and Sale Support Agreement, dated as of June 21, 2019 (collectively, and together with all other documents, instruments, and agreements executed in connection therewith, and as otherwise amended, supplemented or modified from time to time.

(ccc) “Property Taxes” means all personal property taxes, and real property taxes with respect to Purchased Assets for any Tax period.

(ddd) “PSA” means the Packers and Stockyards Act, 7 U.S.C. Section 181 et seq.

(eee) “Release” has the meaning set forth in CERCLA.

(fff) “Retained Security Deposits” means utility deposits (including all adequate assurance deposits held or paid pursuant to Bankruptcy Code section 366), large party deposits and banquet deposits, in each case that relate to each Purchased Location. For the avoidance of doubt, Retained Security Deposits do not include any security deposits related to any Assigned Contract.

(ggg) “Sale Motion” means a motion filed by the Debtors with the Bankruptcy Court seeking the entry of the Sale Order. For the avoidance of doubt, the Sale Motion may be filed as one (1) motion with the Bidding Procedures Motion.

(hhh) “Sale Order” means an Order of the Bankruptcy Court that has become a Final Order in the Bankruptcy Cases consistent with the terms of this Agreement (i) approving this Agreement, (ii) authorizing the sale of the Purchased Assets pursuant to Sections 363 of the Bankruptcy Code, (iii) authorizing the assumption and assignment of the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code and (iv) authorizing the Transactions consistent with the terms of this Agreement, and satisfactory, in form and substance, to the Purchaser, in its reasonable discretion.

(iii) “Seller 401(k) Plans” means the Houlihan’s Restaurants 401(k) plans.

(jjj) “Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (a “Taxing Authority”) responsible for the imposition of any such tax (domestic or foreign), or (ii) liability for the payment of any amounts of the type described in clause (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

1.2. Cross References. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
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Accrued Percentage Rent	2.7(b)
Adjustment Escrow Account	2.7(g)
Agreement	Preamble
Assignment and Assumption Agreement	2.10(b)
Assigned Contracts	2.1(a)
Assumed Liabilities	2.3
Auction	7.4(c)(ii)
Backup Bid	7.4(c)(iv)
Backup Bidder	7.4(c)(iv)
Balance Sheet	3.17
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bid Deadline	7.4(c)(i)
Breakup Fee	7.4(c)(iii)
Business	Recitals
Casualty	7.7(b)
Casualty Proceeds	7.7(b)
Certified True-Up	2.7(d)
Closing	2.9
Condemnation	7.7(a)
Condemnation Proceeds	7.7(a)
Contract & Cure Schedule	7.5(a)
Contract Designation Deadline	7.5(d)
Designation Rights Asset	7.5(b)
Designation Rights Asset Proceeds	7.5(f)
Designation Rights Asset Term	7.5(f)
DRA Escrow Amount	2.7(h)
Employment-Related Laws and Obligations	3.13
End Date	12.1(b)
Excluded Assets	2.2
Excluded Liabilities	2.4
Expense Reimbursement	7.4(c)(iii)
Final True-Up	2.7(c)
Final True-Up Statement	2.7(c)
Financial Statements	3.17
Good Faith Deposit	2.8(a)
Incremental Bid Amount	7.4(c)(ii)
Initial Overbid	7.4(c)(i)
Initial Overbid Amount	7.4(c)(i)(A)
Liquor License	3.8
Liquor License Approval	5.4
Material Contract	3.16(a)
Newco	13.12
Newco Stock	13.12

Organizational Amendments	5.7(a)
CCR Estimate	2.7(b)
Party or Parties	Preamble
Prepaid Monthly Rent	2.7(b)
Property Tax Estimate	2.7(b)
Purchase Price	2.6(a)
Purchased Assets	2.1
Purchased Locations	3.8
Purchaser	Preamble
Purchaser 401(k) Plan	7.8
Qualified Bidder	7.4(c)(ii)
Real Property Lease	3.15(d)
Recipes	2.1(o)
Rent Amount Estimate	2.7(b)
Retained Security Deposits Estimate	2.7(b)
Sale Hearing	7.4(c)(ii)
Sale Order Deadline	7.4(d)
Seller or Sellers	Preamble
Taxing Authority	1.1(kkk)
Transactions	Recitals
Transfer Taxes	8.2
Transferred Employee	9.1(a)
Transferred Employees' Employment Date	9.3
Utilities Estimate	2.7(b)
Winghaven Management Agreement	2.1(r)
Winghaven Membership Interest	2.1(r)
Winghaven Operating Agreement	2.1(r)

2. Purchase and Sale.

2.1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers agree to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Sellers, on an “as is, where is” basis and without any representation or warranty on the part of Sellers as to fitness, merchantability or otherwise, all right, title and interest of Sellers as of the Closing Date in and to the following tangible and intangible assets, properties and rights (the “Purchased Assets”):

(a) subject to Sections 7.5(d) and 7.5(e), all rights of Sellers under the Contracts that are set forth on Schedule 2.1(a) (collectively, the “Assigned Contracts”); provided, however, the term Assigned Contracts shall include all Franchise Agreements and the Hilco Agreement;

(b) all store-level cash, cash equivalents and similar cash items at each Purchased Location on the Closing Date in cash registers, safes, strongboxes and lock boxes in customary amounts and consistent with past practice, as set forth on Schedule 2.1(b); provided, however, Accounts Receivable are not included in the foregoing;

(c) all Accounts Receivable, excluding amounts paid under any and all Franchise Agreements prior to the Closing Date;

(d) all Inventory at each Purchased Location, including at Purchaser's option Inventory at each Non-Purchased Location, but in either case, excluding alcoholic beverage inventories in jurisdictions where the Law does not permit Purchaser to take title to such inventories until it obtains the requisite Liquor License Approvals from the relevant Governmental Authority; provided, however, Sellers shall transfer, assign, convey and deliver to Purchaser such alcoholic beverage inventories in each instance upon issuance of the relevant Liquor License Approval or other authorization from the relevant Governmental Authority (whichever occurs first), and for Inventory at a Non-Purchased Location in which Purchaser desires to take possession, at Purchaser's sole cost and expense, at least one (1) Business Day prior to the Closing Date (or such later date, not later than 30 days after the Closing Date, as may be agreed between Purchaser and the lessor of such location, so long as Sellers shall not incur any Liability in connection therewith);

(e) all tangible personal property, including all machinery, equipment, tools, point of sale systems, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, cutlery, office supplies, production supplies, other miscellaneous supplies, and other tangible personal property of any kind owned by Sellers (including any of the foregoing property that is subject to a capital lease, but only to the extent that Purchaser assumes such capital lease as an Assigned Contract), that is either (i) located at any Continuing Restaurant, or (ii) not located at a Continuing Restaurant and of which Purchaser takes possession, at Purchaser's sole cost and expense, at least one (1) Business Day prior to the Closing Date (or such later date, not later than 30 days after the Closing Date, as may be agreed between Purchaser and the lessor of such location, so long as Sellers shall not incur any Liability in connection therewith);

(f) all Claims under Insurance Policies for property damage claims related to the Purchased Assets and, to the extent set forth in Section 7.7, all proceeds of any condemnation proceeding affecting the Purchased Assets, and all warranty claims against third parties arising with respect to the Purchased Assets;

(g) all other rights, demands, Claims, credits, allowances, rebates or other refunds (including any vendor or supplier rebates) and rights in respect of promotional allowances or rights of setoff and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent), of Sellers against third parties, arising out of or relating to the Continuing Restaurants as of the Closing, including advances and prepayments (but excluding any Retained Security Deposits);

(h) all causes of action, lawsuits, judgments, Claims, refunds, rights of recovery, rights of set-off, counterclaims, defenses, demands, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights of any Seller (at any time or in any manner arising or existing, whether choate or

inchoate, known or unknown, now existing or hereafter acquired, contingent or noncontingent);

(i) all Permits (in each case to the extent transferable without the consent of any Governmental Authority (and regardless of the length of the process necessary to effect such a transfer), unless the Bankruptcy Court orders the transfer of such Permit) other than Permits that relate specifically to a restaurant or real property that is covered by a Real Property Lease that does not constitute an Assigned Contract or is not a Purchased Location;

(j) all Intellectual Property Rights, including the items set forth on Schedule 2.1(j) and all indoor and outdoor signage, advertising, promotional materials, décor, pieces, accents, and artwork or decorations;

(k) all cars, trucks, forklifts, other industrial vehicles and other motor vehicles set forth on Schedule 2.1(k);

(l) all customer deposits, all security deposits held by lessors under Real Property Leases that constitute Assigned Contracts, all utility deposits that are not credited towards the Purchase Price in accordance with the terms hereof (excluding adequate assurance deposits held or paid pursuant to Bankruptcy Code section 366), security deposits and other deposits held by vendors or trade creditors in each case that relate to a Purchased Location and deposits held by parties to Assigned Contracts relating to such Assigned Contracts, but specifically excluding any deposits or deemed deposits relating to gift cards;

(m) all Improvements other than Improvements that relate specifically to a restaurant or real property that is covered by a Real Property Lease that does not constitute an Assigned Contract;

(n) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with current or former employees and agents of Sellers or with third parties, including, without limitation, non-disclosure or confidentiality, non-compete, or non-solicitation agreements entered into in connection with the sale of the Sellers' assets and all rights of Sellers, whether under a Contract or otherwise, concerning obligations not to disclose confidential information relating to the Business and all obligations not to compete with the Business that any current or former employee owes to any Seller unless, with respect to non-competition obligations, such obligation arises under a Contract that is a Non-Assigned Contract or a Contract not otherwise purchased or acquired by the Purchaser;

(o) all rights to the telephone and facsimile numbers and email addresses used by Sellers other than telephone and facsimile numbers that relate specifically to a restaurant or real property that is covered by a Real Property Lease that does not constitute an Assigned Contract;

(p) all of Sellers' recipes, methods, procedures, cooking/preparation/mixing publications, guidelines, or standards, knowhow, ingredient

lists, menus, price lists, nutritional, health, or dietary information, publications, or disclosures, and promotional or informational materials, in each case whether related to food, beverages (whether alcoholic or non-alcoholic), or otherwise (in each case, written or oral or in any other form whatsoever) (collectively, “Recipes”);

(q) all books, records, files and papers of Sellers, including in electronic form, relating to (i) the Business except to the extent the same constitutes an Excluded Asset (ii) the Purchased Assets, including equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence, financial and accounting records, Tax records and other similar documents and records (all in the state in which such records and information currently exist), or (iii) the Transferred Employees (to the extent the Transferred Employee consents to such transfer), provided that Sellers shall be entitled to retain copies of such books, records, files and papers;

(r) notwithstanding anything herein to the contrary, at the election of Purchaser made not less than three (3) Business Days prior to the Closing, all of Sellers’ rights, claims and interests relating in any way to the ownership and operation of the restaurant and/or real property located in the City of O’Fallon, Missouri, including without limitation, all of Sellers’ rights, claims and interests in Winghaven Restaurant Partners, LLC, including the Sellers’ Membership Interest in Winghaven Restaurant Partners, LLC (the “Winghaven Membership Interest”), all of Sellers’ rights under the Operating Agreement of Winghaven Restaurant Partners, LLC, dated as of October 31, 2003 (the “Winghaven Operating Agreement”), the Management Agreement by and between Winghaven Restaurant Partners, LLC and Houlihan’s Restaurant, Inc., dated as of October 31, 2003 (the “Winghaven Management Agreement”), and the bank account (and all funds therein maintained in the ordinary course of business) maintained by Sellers under the Winghaven Management Agreement; and

(s) except for Excluded Assets set forth in Section 2.2, all other assets related specifically to a restaurant or real property that is covered by a Real Property Lease that constitutes an Assigned Contract.

Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear (except for Permitted Liens and the Assumed Liabilities) of any and all liens (as defined in Section 101(37) of the Bankruptcy Code), Claims, or Liens, in each case pursuant to Section 363(f) of the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date.

2.2. Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the Purchased Assets shall not include any assets, properties or rights not specifically identified in Section 2.1, including the following (the “Excluded Assets”):

(a) all of Sellers’ cash and cash equivalents on hand (including all undeposited checks) and in banks or other financial institutions, including short-term marketable securities, other than as set forth in Section 2.1(b);

- (b) deposits of any kind or nature whatsoever, other than as set forth in Section 2.1(l).
- (c) Sellers' corporate seals, stock record books, minute books, and organizational documents;
- (d) all Non-Assigned Contracts;
- (e) any Contract that pursuant to this Agreement does not become an Assigned Contract;
- (f) all insurance policies relating to the Business and all Claims arising under such policies prior to the Closing except as set forth in Section 2.1(f), Section 2.1(g), Section 2.1 (h), or Section 7.7, and all credits, premium refunds, proceeds, causes of action or rights thereunder;
- (g) all rights of Sellers arising under this Agreement or in connection with the Transactions;
- (h) any Tax refund or reimbursement due to Sellers or their Affiliates with respect to any tax period ending on or before the Closing Date;
- (i) all amounts owed to any Seller by any one or more of such Seller's Affiliates (including the other Sellers);
- (j) any shares of stock or other equity interests in any of Sellers;
- (k) all Inventory not included in Section 2.1(d);
- (l) all tangible personal property not included in Section 2.1(e);
- (m) all Permits not included in Section 2.1(i);
- (n) all Improvements not included in Section 2.1(m);
- (o) all telephone and facsimile numbers not included in Section 2.1(o);
- (p) all books, records, files and papers of Sellers not included in Section 2.1(q);
- (q) all assets listed on Schedule 2.2(r);
- (r) all Retained Security Deposits;
- (s) all amounts paid under any and all Franchise Agreements prior to the Closing Date;
- (t) all assets, properties and/or rights of Sellers not otherwise specifically included in the Purchased Assets; and

(u) all assets, properties and/or rights of Sellers related to restaurants closed on or prior to the Petition Date unless otherwise moved to a Continuing Restaurant.

2.3. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge, promptly when payment or performance is due or required, only the following liabilities and obligations of Sellers or the Business (the “Assumed Liabilities”):

(a) all Liabilities related to or arising in connection with the Purchased Assets to the extent related to events, circumstances and conditions arising after the Closing and to be performed solely after the Closing;

(b) all accounts payable related to or arising in the ordinary course of business on or after the Petition Date that are outstanding and not past due as of the Closing Date (based on then current payment terms, which shall be no longer than the payment terms in effect on the Petition Date);

(c) all Liabilities of Sellers related to or arising under the Assigned Contracts;

(d) all Liabilities of Sellers related to or arising under Permits included within the Purchased Assets to the extent related to events, circumstances and conditions arising after the Closing and to be performed solely after the Closing except as otherwise provided in section 2.7;

(e) any and all costs and expenses necessary in connection with providing “adequate assurance of future performance” with respect to the Assigned Contracts (as contemplated by Section 365 of the Bankruptcy Code);

(f) all accrued payroll, accrued and unused vacation, and accrued payroll Taxes, in each case, as of the Closing Date, to the extent relating to any Continuing Restaurant, and, in the case of accrued payroll and payroll taxes, which is not past due (and not paid by Sellers prior thereto) to the extent arising and related to the period following the Petition Date;

(g) all Liabilities of Sellers arising under outstanding gift cards not to exceed \$3,000,000;

(h) all Liabilities of Sellers arising under customer loyalty programs, coupons or any other similar programs;

(i) all pre-Closing utilities payable at each Purchased Location, but only to the extent included in the Utilities Estimate;

(j) all Transfer Taxes and all Property Taxes that are attributable to the Purchased Assets;

(k) any and all Farmer's Liens that are outstanding and unpaid as of the Closing Date with respect to the Purchased Assets;

(l) with respect to each of those employees of Sellers set forth on Schedule 2.3(l) hereto, an amount set forth opposite each such employee's name on such schedule in connection with consulting agreements to be negotiated with such employee (which consulting agreements shall contain non-solicitation provisions substantially in the form set forth on Schedule 2.3(l) hereto), but only to the extent that Purchaser or one of its affiliates does not offer employment to such employee on substantially similar terms as being provided to such employee by Sellers prior to the Petition Date;

(m) all Liabilities related to workers' compensation for the Seller's current and former employees;

(n) all Liabilities that are outstanding and unpaid as of the Closing Date in respect of goods received by Sellers within twenty (20) days prior to the Petition Date that were sold to Sellers in the ordinary course of business during such twenty (20) days, but only to the extent that such payables are allowed administrative claims pursuant to Bankruptcy Code section 503(b)(9); and

(o) all Liabilities of the Sellers, not to exceed the amounts set forth on Schedule 2.3(o) hereto, under any key employee retention plan as approved by the Bankruptcy Court in the Bankruptcy Cases with respect to employees who agree to non-solicitation obligations substantially as set forth on Schedule 2.3(o) hereto.

2.4. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming any other Claim against or Liability of Sellers of whatever nature, whether presently in existence or arising hereafter. All such other Claims and Liabilities not being assumed (the "Excluded Liabilities") shall be retained by and remain the sole Liabilities of Sellers, including, without limitation, the following specific Excluded Liabilities:

(a) Subject to the terms of the Management Agreement, all Liabilities of Sellers, except Assumed Liabilities, of every kind whether or not asserted, scheduled or evidenced by a filed proof of claim or other form of writing evidencing such claim filed in the Bankruptcy Cases, secured, priority, administrative or unsecured, in each case, accrued prior to, on or after the Petition Date;

(b) Subject to the terms of the Management Agreement, all Liabilities of the Sellers, except Assumed Liabilities, under any Contract of the Sellers that is not an Assigned Contract whether accruing prior to, at or after the Closing Date;

(c) All Liabilities of the Sellers relating to any WARN Act compliance or any violations or alleged violations thereof, including any obligations related or attributable thereto, and, except as set forth in Section 2.3(l), all Liabilities under any valid policy or practice that provides for a severance payment to terminated employees of the Seller; and

(d) All Liabilities arising prior to the Closing Date under the Employee Benefit Plans or relating to payroll, vacation, sick leave, unemployment benefits, pension benefits, or benefits of any kind for the Seller's employees or former employees or both, except to the extent specifically included in Section 2.3(f) and (m).

2.5. Assumption/Assignment of Contracts and Rights. The Assigned Contracts shall be assumed by Sellers and assigned to Purchaser at the Closing pursuant to Section 365 of the Bankruptcy Code. Purchaser shall have the sole responsibility for paying all Cure Costs due in connection with the assumption and assignment of the Assigned Contracts. To the extent that a non-Debtor Contract counterparty objects to the Debtors' proposed Cure Costs and either (i) the Purchaser is unable to reach a satisfactory agreement with the non-Debtor Contract counterparty as to the total amount of the Cure Costs or (ii) an order is entered establishing the Cure Costs in amounts unsatisfactory to the Purchaser, upon notice to Sellers, the Purchaser may change the designation of such Contract from an Assigned Contract to a Non-Assigned Contract for all purposes under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall constitute an agreement to assign all Assigned Contracts and rights thereunder unless a third party objects to the assignment and it is determined by the Bankruptcy Court that the Sellers' are incapable as a matter of law of assigning that particular Contract.

2.6. Purchase Price.

(a) In addition to the assumption of the Assumed Liabilities, in consideration for the sale, transfer and delivery of the Purchased Assets, Purchaser shall pay to Sellers at the times set forth herein FORTY MILLION DOLLARS (\$40,000,000.00) (the "Purchase Price"), which, shall be adjusted pursuant to Section 2.7.

(b) Within sixty (60) calendar days after the Closing Date, Purchaser shall in good faith prepare an allocation of the Purchase Price (and all capitalized costs and other relevant items) among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of United States state or local or non United States Law, as appropriate). Sellers shall have twenty (20) days following receipt of Purchaser's proposed allocation to review and comment on such proposed allocation and Purchaser shall consider such comments in good faith. Thereafter, Purchaser shall provide Sellers with Purchaser's final allocation schedule. Sellers shall also retain the right to dispute Purchaser's proposed and final allocations, with any unresolved dispute to be determined by the Bankruptcy Court. Purchaser and Sellers shall report, act and file Tax returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation. Neither Purchaser nor Sellers shall take any position (whether in audits, Tax returns or otherwise) which is inconsistent with such allocation unless required to do so by applicable Law.

2.7. Adjustment of Purchase Price.

(a) The Purchase Price shall be (i) reduced by the pro-rata portion of accrued but unpaid Property Taxes at each of the Purchased Locations as of the Closing Date, the Accrued Percentage Rent, the Retained Security Deposits, and the pro-rata portion of unpaid utilities payable at each of the Purchased Locations as of the Closing Date, and any Credit Card Receivables, and (ii) increased by the Prepaid Monthly Rent and any store level cash (the "Store

Level Cash”) in excess of those amounts per store set forth in Schedule 2.1(b) hereto (the “Excess Store Level Cash”). The adjustments to the Purchase Price set forth in this Section 2.7(a) shall be accomplished as set forth hereafter in this Section 2.7.

(b) Within three Business Days prior to the Closing, the Sellers shall deliver to Purchasers a good faith estimate of: (i) the pro-rated Property Taxes payable at each of the Purchased Locations based upon 2018 Property Tax bills or more current bills if available (the “Property Tax Estimate”), (ii) the pro-rated rent (inclusive of all common area maintenance, taxes, insurance, and all other amounts paid to Landlord under the applicable Real Property Lease) as provided for under each applicable Real Property Lease at each of the Purchased Locations for the month in which the Closing occurs that has been prepaid by Sellers based upon the number of days of the month prior to Closing and the number of days of the month that remain after the Closing (the “Prepaid Monthly Rent”), and any accrued percentage rent (monthly or otherwise) under each such Real Property Lease at each of the Purchased Locations that has not been paid by the Sellers that is based on revenues generated before the Closing Date (the “Accrued Percentage Rent”) (together, the “Rent Amount Estimate”), (iii) all Retained Security Deposits, excluding adequate assurance deposits held or paid pursuant to Bankruptcy Code section 366 (the “Retained Security Deposits Estimate”), (iv) all utilities payable at each Purchased Location pro-rated based upon the amount of the last bill received and number of days that will have elapsed since the billing date of the last bill received and the Closing Date (the “Utilities Estimate”), (v) Credit Card Receivables received by Sellers with respect to sales occurring during the three days immediately prior to the Closing Date (the “CCR Estimate”), and (vi) the Excess Store Level Cash (the “Excess Store Level Cash Amount”) assuming in each case solely for the purpose of providing estimates that all of the Designation Rights Assets will ultimately become Purchased Assets. Each of the calculations required by this Section 2.7(b) shall be done on a location by location basis, with each amount attributable to Designation Rights Assets clearly marked as such, in order that amounts described in Section 2.7(h) and Section 2.11(a) and (b) may be calculated. The Sellers and the Purchaser shall work in good faith to address any objections that they may have to the foregoing amounts prior to Closing.

(c) Within thirty (30) days after the Closing Date, Purchaser shall cause to be prepared, at Purchaser’s expense, a reconciliation of the Property Tax Estimate, the Rent Amount Estimate, the Retained Security Deposits Estimate, the Utilities Estimate, the CCR Estimate, and the Excess Store Level Cash Amount (together with supporting calculations in reasonable detail, the “Final True-Up Statement”) which shall show the amount of such expenses payable by Sellers and the amount payable by the Purchaser (the “Final True-Up”). Upon completion of such statement, Purchaser shall deliver the Final True-Up Statement to Sellers.

(d) If the Final True-Up, as set forth on the Final True-Up Statement as conclusively determined as set forth in Section 2.7(f) (the True-Up as so determined, the “Certified True-Up”), provides that the Sellers owe the Purchaser with respect to Purchased Assets, either conveyed on the Closing Date or during the Designation Rights Asset Term, then Purchaser and the Sellers shall promptly (but in any event within three (3) Business Days of the later of the final determination thereof and the termination of the Designation Rights Asset Term) jointly instruct the Escrow Agent to release to Purchaser by wire transfer of immediately available funds to such accounts designated by Purchaser, the lesser of (x) the amount which the Certified True-Up provides the Sellers owe and (y) the amount of the Adjustment Escrow Fund. If the amount

payable to Purchaser pursuant to this Section 2.7(d) is less than the Adjustment Escrow Fund, then Purchaser and the Sellers will (at the same time that the Escrow Agent is instructed to release funds to Purchaser pursuant to this Section 2.7(d)), execute and deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to pay the balance of the Adjustment Escrow Fund to the Sellers by wire transfer of immediately available funds to such accounts designated by the Sellers.

(e) If the Certified True-Up shows that the Purchaser owes the Sellers with respect to the Purchased Assets, either conveyed on the Closing Date or during the Designation Rights Asset Term, then Purchaser shall pay to Sellers such amount within three (3) Business Days of the later of such final determination thereof and the termination of the Designation Rights Asset Term by wire transfer of immediately available funds to such accounts designated by the Sellers and Purchaser and the Sellers shall promptly (and in any event within three (3) Business Days of the later of such final determination thereof and the termination of the Designation Rights Asset Term) deliver to the Escrow Agent a joint written instruction instructing the Escrow Agent to release the entire Adjustment Escrow Fund to the Sellers.

(f) Unless Sellers notify Purchaser in writing within thirty (30) days after receipt by Sellers of the Final True-Up Statement of any objections thereto (specifying in reasonable detail the basis therefor), such statement shall be final and binding for all purposes. If Sellers timely notify Purchaser of any such objection, Purchaser and Sellers shall attempt in good faith to reach an agreement as to the matter in dispute. If the Parties shall have failed to resolve any such dispute within twenty (20) Business Days after receipt of timely notice of such objection, then any such disputed matter may, at the election of Purchaser or Sellers, be submitted to and determined by an Independent Accounting Firm. The fees and expenses of such Independent Accounting Firm incurred in resolving the disputed matter shall be equitably apportioned by such accountants based on the extent to which Purchaser, on the one hand, or Sellers, on the other hand, is or are determined by such accountants to be the prevailing Party or Parties in the resolution of such disputed matters. The Final True-Up Statement shall, after resolution of any dispute pursuant to this Section 2.7(f), be final, binding and conclusive on all Parties hereto.

(g) At the Closing, cash in the amount of \$1,000,000.00 from the Purchase Price shall be deposited with the Escrow Agent (the "Adjustment Escrow Amount"). The Adjustment Escrow Amount will be held and disbursed by the Escrow Agent solely for the purpose of paying any adjustments required pursuant to this Section 2.7 in accordance with the terms of this Agreement and the Escrow Agreement no later than five (5) days following the final determination contemplated by Section 2.7(f).

(h) At the Closing, Sellers shall deposit, or shall cause to be deposited, with the Escrow Agent with respect to each Designation Rights Asset cash in an amount equal to the excess of (i) sum of (A) the Property Tax Estimate plus (B) the portion of the Rent Amount Estimate relating to the Accrued Percentage Rent plus (C) the Retained Security Deposits Estimate plus (D) the Utilities Estimate plus (E) the CCR Estimate, minus (ii) the portion of the Rent Amount Estimate relating to the Prepaid Monthly Rent and the Excess Store Level Cash Amount (the "DRA Escrow Amount"). The aggregate DRA Escrow Amount will be held and disbursed by the Escrow Agent solely for the purpose of paying any adjustments required pursuant to this Section 2.7(h) in accordance with the terms of this Agreement and the Escrow Agreement. Upon

such time as a Designation Rights Asset definitively becomes a Purchased Location, then Purchaser and the Sellers will execute and deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to pay out of the funds deposited pursuant to this Section 2.7(h) the DRA Escrow Amount for such Purchased Location to the Purchaser by wire transfer of immediately available funds to such accounts designated by the Purchaser. Upon such time as a Designation Rights Asset definitively becomes an Excluded Asset, then Purchaser and the Sellers will execute and deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to pay out of the funds deposited pursuant to this Section 2.7(h) the DRA Escrow Amount for such Excluded Asset to the Sellers by wire transfer of immediately available funds to such accounts designated by the Sellers.

(i) Following the Closing, for no additional consideration payable by the Purchaser or Sellers, as applicable, each of Purchaser and each Seller shall, and shall cause their respective Affiliates to as promptly as practicable pay or deliver to, as applicable, (x) the Purchaser (or its designated Affiliates) any monies or checks (including remittance information) that have been sent after the Closing to any Seller or any of their Affiliates by customers, suppliers or other applicable parties that constitute Purchased Assets; provided, however, that in no event shall Sellers be obligated to pay or deliver to Purchaser any amounts that constitute Purchased Assets that are taken into account in any adjustments to the Purchase Price, including, without limitation, the Credit Card Receivables, or (y) the Sellers (or their designated Affiliates) any monies or checks (including remittance information) that have been sent after the Closing to Purchaser or any of its Affiliates by customers, suppliers or other applicable parties that constitute Excluded Assets.

(j) The parties agree that the portion of the Purchase Price allocable to the Winghaven Membership Interest hereunder is \$315,000. To the extent that (i) Purchaser elects to include the Winghaven Membership Interest in the Purchased Assets as set forth in Section 2.1(r) and (ii) the Right of First Refusal set forth in the Winghaven Membership Interest is applicable to the transactions hereunder, then if such Right of First Refusal is exercised, in accordance with Section 7.2 of the Winghaven Operating Agreement, and Sellers receive the purchase consideration under such Right of First Refusal from the party or parties exercising the Right of First Refusal prior to the Closing, then the Purchase Price shall be reduced by the amount of the purchase consideration so received by Sellers under such Right of First Refusal and Sellers shall be entitled to retain such purchase consideration so received by Sellers under such Right of First Refusal. If Purchaser elects to include the Winghaven Membership Interest in the Purchased Assets and such Right of First Refusal is exercised but the purchase consideration thereunder is not received by Sellers prior to the Closing, then the Purchase Price shall not be reduced and Purchaser shall be entitled to receive all consideration in connection with such Right of First Refusal.

2.8. Good Faith Deposit.

(a) Contemporaneously with the execution of this Agreement but no later than one (1) day after the execution of this Agreement, Purchaser and Sellers shall either (i) execute and deliver the Escrow Agreement or (ii) otherwise agree for Landis Rath & Cobb LLP (“LRC”) to hold the Good Faith Deposit in its IOLTA, and Purchaser shall deposit with the Escrow Agent or LRC, as applicable, cash in immediately

available federal funds by wire transfer to an account designated by the Escrow Agent, FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) (the “Good Faith Deposit”), to be applied as provided in Section 2.8(b). The Good Faith Deposit shall be held in escrow by the Escrow Agent in an interest bearing bank account approved by Purchaser.

(b) The Parties shall cause the Escrow Agent to disburse the Good Faith Deposit and interest earned thereon (i) to Sellers (A) at the Closing as a credit against the Purchase Price, (B) if this Agreement is terminated pursuant to Section 12.1(e), or (C) if this Agreement is terminated pursuant to Section 12.1(b) and Purchaser is in breach of its obligations hereunder, and (ii) to Purchaser in accordance with the Bidding Procedures Order. Except as described in the previous sentence, the Parties shall cause the Escrow Agent to return the Good Faith Deposit to Purchaser within five (5) Business Days after any termination of the Agreement pursuant to Section 12.1.

2.9. Closing. The closing (the “Closing”) of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities shall take place at the offices of Landis Rath & Cobb, LLP, Wilmington, Delaware, on a date designated by Sellers no later than five (5) Business Days after satisfaction of the conditions set forth in Section 10 (other than those requiring a delivery, or the taking of other action, at the Closing), or at such other time or place as Purchaser and Sellers may agree; provided that the Closing shall occur on a Monday (or such other day designated by the Purchaser at least three (3) Business Days prior to Closing) and the Closing must occur on or before the End Date.

2.10. Deliveries by Sellers. At the Closing, Sellers will deliver or cause to be delivered to Purchaser or such other Person specified below (unless delivered previously) the following:

(a) a Bill of Sale, Assignment and Assumption Agreement to be mutually agreed to in form and substance by Purchaser and Sellers and attached as Exhibit B hereto (the “Assignment and Assumption Agreement”), duly executed by Sellers;

(b) originals (or, to the extent originals are not available, copies) of all Assigned Contracts (together with all material amendments, supplements or modifications thereto) to the extent not otherwise already made available to the Purchaser through the Sellers’ datasite;

(c) physical possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery (other than the Purchased Assets not located at a Continuing Restaurant, of which Purchaser may take possession, at its sole cost and expense, within 30 days after the Closing Date);

(d) a duly executed assignment agreement or agreements transferring the Intellectual Property Rights to Purchaser, in form and substance reasonably satisfactory to Purchaser;

(e) an affidavit from each Seller dated as of the Closing Date, in form and substance required under the Treasury Laws issued pursuant to Section 1445 of the Code stating that such Seller is not a foreign person as defined in Section 1445 of the Code;

(f) a certificate executed by an executive officer of each Seller to the effect that all of the conditions to closing set forth in Section 10.2 have been fulfilled;

(g) certificates of title and title transfer documents to all titled motor vehicles included within the Purchased Assets; and

(h) all other customary documents, instruments and writings reasonably requested by Purchaser to be delivered by Sellers at or prior to the Closing pursuant to this Agreement.

2.11. Deliveries by Purchaser. At the Closing, Purchaser will deliver or cause to be delivered to Sellers (unless previously delivered) the following:

(a) an amount equal to the Purchase Price, (i) less (y) the sum of (A) the Good Faith Deposit delivered to Sellers pursuant to section 2.8, (B) the Adjustment Escrow Amount, (C) the Property Tax Estimate, the Portion of the Rent Estimate relating to the Accrued Percentage Rent, the Retained Security Deposits Estimate, the Utilities Estimate, and the CCR Estimate, in each case attributable to the Purchased Assets that are not Designation Rights Assets, and (D) aggregate DRA Escrow Amounts for each Designation Rights Asset, (ii) plus the Portion of the Rent Estimate relating to the Prepaid Monthly Rent attributable to the Purchased Assets that are not Designation Rights Assets, which amount shall be delivered by wire transfer of immediately available federal funds to a bank account (or accounts) as shall be designated in writing no later than one (1) day prior to the Closing Date by Sellers to Purchaser (which account shall, unless ordered otherwise by the Bankruptcy Court, be an account of the Administrative Agent, who shall apply the funds so transferred in satisfaction of the allowed secured claims arising under the Prepetition Credit Agreement and the DIP Credit Agreement);

(b) the Adjustment Escrow Amount to the Escrow Agent;

(c) the aggregate DRA Escrow Amounts for each Designation Rights Asset to the Escrow Agent;

(d) the Assignment and Assumption Agreement, duly executed by Purchaser;

(e) a letter instructing the Escrow Agent to release the Good Faith Deposit to Sellers, duly executed by Purchaser; and

(f) all other documents, instruments and writings reasonably requested by Sellers to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

2.12. Bulk Sales Laws. Purchaser hereby waives compliance by Sellers with the requirements and provisions of any “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

3. Representations and Warranties of Sellers. Subject to the terms, conditions and limitations set forth in this Agreement, Sellers hereby jointly and severally represent and warrant to Purchaser as of the date of this Agreement as follows:

3.1. Organization. Each Seller is an entity validly existing under the Laws of the jurisdiction listed for such Seller in the Preamble, and has the power and authority to own, lease and operate the Purchased Assets, and to carry on in all material respects the Business as now being conducted.

3.2. Due Authorization. The execution, delivery and performance by Sellers of this Agreement and the consummation of the Transactions are within Sellers’ powers and have been duly authorized by all necessary actions on the part of Sellers. Subject to entry by the Bankruptcy Court of the Bidding Procedures Order and Sale Order in the Bankruptcy Cases, this Agreement constitutes a valid and binding agreement of Sellers that is enforceable in accordance with its terms.

3.3. Governmental Authorization. Except as disclosed on Schedule 3.3, the execution, delivery and performance by Sellers of this Agreement and the consummation of the Transactions by Sellers require no action by or in respect of, or filing with, any Governmental Authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, (b) consents, approvals or authorizations of, or declarations or filings with, any Governmental Authority with respect to any Permits that are included in the Purchased Assets, and (c) any such action or filing as to which the failure to make or obtain would not have a Material Adverse Effect.

3.4. Noncontravention. Subject to entry by the Bankruptcy Court of the Bidding Procedures Order and the Sale Order in the Bankruptcy Cases, the execution, delivery and performance by Sellers of this Agreement and the consummation of the Transactions do not and will not (a) violate any Seller’s organizational documents, (b) assuming compliance with the matters referred to in Section 3.3, materially violate any applicable Law, (c) except as to matters which would not reasonably be expected to have a Material Adverse Effect, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Purchased Asset to which any Seller is entitled under any provision of any Contract binding upon such Seller except for breaches and defaults referred to in Section 365(b)(2) of the Bankruptcy Code, or (d) result in the creation or imposition of any Lien on any Purchased Asset, except for Permitted Liens and Assumed Liabilities or Liens that will be released at or prior to Closing.

3.5. Required Consents. Except for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and except as otherwise set forth on Schedule 3.5, there is no Contract binding upon Sellers requiring a consent or other action by any Person as a result of the execution, delivery and performance of this Agreement, except such

consents or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

3.6. Litigation. Except as disclosed on Schedule 3.6, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Sellers, threatened against or affecting, the Purchased Assets before any Governmental Authority which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

3.7. Permits. To the Knowledge of Sellers, Schedule 3.7 sets forth a complete and correct list of all Permits required to conduct and operate the Business in a manner consistent with the current practices of Sellers. Except as set forth on Schedule 3.7, to the Knowledge of Sellers, (a) each Seller is in material compliance with the terms and requirements of each such Permit; and (b) no written notice of violation of any Permit has been received from any Governmental Authority and, to the Knowledge of Sellers no proceeding is pending seeking to revoke or limit any such Permit.

3.8. Liquor Licenses. Schedule 3.8 sets forth a complete and correct list as of the date of this Agreement of all liquor licenses (including beer and wine licenses) held or used by each Seller, including the Person in whose name such license is issued, date of issuance, and renewal date (collectively, the "Liquor Licenses"). Each of the Sellers is in material compliance with all applicable Laws with respect to the sale of liquor and all alcoholic beverages and has the right to sell liquor at retail for consumption within each of the locations where the Real Property Leases constitute Assigned Contracts (the "Purchased Locations"), subject to and in accordance with all applicable provisions of the Liquor Licenses. To the Knowledge of Sellers, except as set forth on Schedule 3.8, since January 1, 2018, (a) there have been no Legal Proceedings brought or threatened to be brought by or before a Governmental Authority in respect of any such Liquor License (or in connection with any other liquor licenses previously held or used by such Seller), (b) no such Liquor License is subject to any due but unpaid tax obligation owed to a Governmental Authority, the outstanding nature of which would preclude transfer of such Liquor License from any of the Sellers to Purchaser, and (c) no such Liquor License has been threatened by a Governmental Authority to be revoked, limited or not renewed. The representations and warranties in this Section 3.8 are the sole representations and warranties made with respect to Liquor Licenses.

3.9. Intellectual Property Rights. Schedule 3.9(a) sets forth an accurate and complete list of all registered Intellectual Property Rights included in the Purchased Assets and currently used by Sellers in operation of the Business. Except as set forth on Schedule 3.9(b), to the Knowledge of Sellers, there exist no outstanding challenges to the ownership and use by Sellers of the Intellectual Property Rights included in the Purchased Assets, nor any alleged infringements of such Intellectual Property Rights by third parties, nor any restrictions on the use of such Intellectual Property Rights by Sellers. Except as set forth on Schedule 3.9(b) and the Franchise Agreements, none of the Intellectual Property Rights included in the Purchased Assets have been licensed by Sellers to any other Person.

3.10. Compliance with Laws and Court Orders. To the Knowledge of Sellers, no Seller is in violation of any Law applicable to the Purchased Assets or the conduct of the Business, except for violations which would not reasonably be expected to have a Material Adverse Effect.

3.11. Environmental Matters. Other than as may be set forth in the reports described on Schedule 3.11, Sellers have not received written notice from any Governmental Authority or third party of any violation of or failure to comply with any Environmental Laws with respect to the Leased Real Property included in the Purchased Assets which to the Knowledge of Sellers remains uncorrected, or of any obligation to undertake or bear the cost of any remediation with respect to the Leased Real Property which to the Knowledge of Sellers remains unperformed.

3.12. Employee Benefit Plans.

(a) Schedule 3.12(a) sets forth a complete and accurate list of Sellers' Employee Benefit Plans. Sellers have provided to, or made available to, Purchaser true and correct copies of each Employee Benefit Plan (including all plan documents and amendments thereto). Except as set forth on Schedule 3.12(a), to the Knowledge of Sellers, each Employee Benefit Plan has been established, maintained, funded and administered in material compliance with its terms and all applicable requirements of ERISA, the Code, and other applicable Laws. Except as set forth on Schedule 3.12(a), to the Knowledge of Sellers, each Employee Benefit Plan which is intended to be qualified within the meaning of Code § 401(a) is so qualified and has received a favorable determination letter from the Internal Revenue Service upon which it may rely, or is comprised of a master or prototype plan that has received a favorable opinion letter from the Internal Revenue Service, and to the Knowledge of Sellers nothing has occurred that is reasonably likely to adversely affect the qualified status of such Employee Benefit Plan. No Employee Benefit Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, and no Seller or any ERISA Affiliate contributes to or has any liability with respect to any such plan.

(b) No Seller or ERISA Affiliate is a party to any Multiemployer Plan. As of the date of this Agreement, no Seller or ERISA Affiliate has incurred any unsatisfied withdrawal liability with respect to any Multiemployer Plan, and no Seller or ERISA Affiliate is bound by any contract or has any liability described in Section 4204 of ERISA.

(c) Except as set forth on Schedule 3.12(c), with respect to each Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date shall have been timely made in accordance with the terms of the applicable Employee Benefit Plan and applicable Law.

(d) None of the Sellers nor any of their ERISA Affiliates have any obligations under any Employee Benefit Plan with respect to which the Purchaser or any of its ERISA Affiliates would have any liability or obligation.

3.13. Personnel Matters. Sellers have provided to Purchaser an accurate and complete list of the names, job classifications, dates of hire, base compensation, and any supplemental or bonus compensation (including any retention bonus arrangements) for all salaried

employees of any Seller. To the Knowledge of Sellers and except as to matters which would not reasonably be expected to have a Material Adverse Effect, all Sellers are currently complying and have for the past 5 years complied with all Employment-Related Laws and Obligations, which means all Laws and Orders of any Governmental Authority relating to, touching upon or concerning the employment of the employees who perform work in connection with the operation of the Business, including relating to the hiring, firing and treatment of employees, or any legal obligation or duty regarding employment practices, terms and conditions of employment, equal opportunity, non-discrimination, discharge, immigration, anti-harassment, anti-retaliation, whistle blowing, compensation, wages, overtime payments, hours, benefits, collective bargaining, income tax withholding, the payment of Social Security and other similar taxes, pension plans, the modification or termination of benefit plans and retiree health insurance plans, policies, programs, agreements, occupational safety and health, workers compensation or other similar benefits and payments on account of occupational illness and injuries, employment contracts, collective bargaining agreements, grievances originating under the collective bargaining agreements, wrongful discharge, torts such as invasion of privacy, infliction of emotional distress, defamation, and slander (hereinafter "Employment-Related Laws and Obligations"). Additionally, to the Knowledge of Sellers, there are no threatened or pending charges, complaints, demands, lawsuits, or petitions against, or investigations being conducted of any Sellers concerning or relating to any alleged violations of, or failure to comply with, any Employment-Related Laws and Obligations, except as set forth on Schedule 3.13, except for such matters that would not have a Material Adverse Effect. To the Knowledge of Sellers, there are no, and there has not occurred during the past 5 years, any union organizing campaigns or certification or representation demands or proceedings or campaigns with respect to Sellers' employees at any Purchased Location and no such action or activity has been threatened. As of the date hereof, there are no existing or, to the Knowledge of Sellers, threatened labor strikes, lockouts, walkouts, work stoppages, organized slowdowns, unfair labor practice charges or complaints, labor arbitration proceedings affecting or relating to any employees of Sellers employed at the Purchased Locations.

3.14. Sufficiency of and Title to the Purchased Assets. Upon consummation of the Transactions at the Closing, Purchaser will have acquired good, valid and marketable title in and to, or a valid leasehold interest in, each of the Purchased Assets, free and clear of all Liens (other than Assumed Liabilities and Permitted Liens) to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code.

3.15. Real Property.

(a) The Leased Real Property constitutes all of the real property used by Sellers in connection with the Business at the Purchased Locations.

(b) Except as set forth on Schedule 3.15, to the Knowledge of Sellers, none of the Leased Real Property at any Purchased Location is subject to an eminent domain or condemnation proceeding.

(c) The Sellers do not own any real property in fee.

(d) Schedule 3.15 lists each lease or sublease, including all amendments, modifications or supplements thereof, pursuant to which a Seller occupies

any Leased Real Property (collectively, the “Real Property Leases”). The Sellers have delivered (or otherwise made available) to the Purchaser a correct and complete copy of each Real Property Lease, together with all amendments thereto. Set forth on Schedule 3.15 with respect to each Real Property Lease is Sellers’ good faith estimate of the Cure Costs relating to such Real Property Lease.

(e) Except as set forth on Schedule 3.15(e), Sellers have a valid, binding and enforceable leasehold interest under each of the Real Property Leases under which any Seller is a lessee, free and clear of all Liens other than Permitted Liens. Sellers have all certificates of occupancy and Permits of any Governmental Authority necessary or useful for the current use and operation of each Leased Real Property, and Sellers have fully complied with all material conditions of the Permits applicable to them. Except as to matters which would not reasonably be expected to have a Material Adverse Effect and except as set forth on Schedule 3.15(e), no default or violation, or event that with the lapse of time or giving of notice or both would become a default or violation, has occurred in the due observance of any Permit.

(f) Sellers have not received any notice from any insurance company that has issued a policy with respect to any Leased Real Property at a Purchased Location requiring performance of any structural or other repairs or alterations to such Leased Real Property. Sellers do not own or hold, nor is any Seller obligated under or a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any real estate or any portion thereof or interest therein, except as may be set forth under the Real Property Leases.

3.16. Contracts.

(a) Schedule 3.16 lists the following Contracts (all Contracts listed or required to be listed herein are referred to as “Material Contracts”) as of the date of this Agreement:

- (i) all Real Property Leases;
- (ii) all Franchise Agreements;
- (iii) all Contracts for employment for a specified term, and all, confidentiality and/or noncompetition Contracts with employees of any Seller;
- (iv) all Contracts under which any Seller leases any material personal property in connection with the Business;
- (v) all Contracts with any material supplier of the Business;
- (vi) all Contracts that provide for payments in excess of \$100,000 over a 12-month period;
- (vii) all Contracts (excluding any Permits) with any Governmental Authority related to the Business; and

(viii) all other Contracts that are material to the operation of the Business and not previously disclosed pursuant to this Section 3.16.

(b) Except as to matters which would not reasonably be expected to have a Material Adverse Effect and except as set forth on Schedule 3.16(b), each of the Material Contracts is in full force and effect and is the legal, valid and binding obligation of the applicable Seller and of the other parties thereto, enforceable against each of them in accordance with its terms. Except as set forth on Schedule 3.16(b), to the Knowledge of Sellers, no Seller is in default under any Material Contract, nor, to the Knowledge of Sellers, is any other party to any Material Contract in breach of or default thereunder, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default by any Seller or any other party thereunder or permit the acceleration of payments due thereunder or give rise to any right to terminate such Material Contract prior to its stated term. Except as set forth on Schedule 3.16(b), no party to any of the Material Contracts has exercised any termination rights with respect thereto, and no party has given notice of any significant dispute with respect to any Material Contract. Except as set forth on Schedule 3.16(b), Sellers have delivered to Purchaser true, correct and complete copies of all of the Material Contracts, together with all amendments, modifications or supplements thereto.

3.17. Financial Statements. Schedule 3.17 contains the unaudited consolidated balance sheet of the Business as of September 29, 2019 (the "Balance Sheet") and the related unaudited statement of operations for the three month period then ended. The financial statements referred to in the foregoing sentence are collectively referred to as the "Financial Statements." The Financial Statements have been prepared from the books and records of Sellers on an accrual basis consistent with Sellers' internal accounting practices. Such Financial Statements were prepared in accordance with GAAP.

3.18. Certain Fees. Except for the fees and expenses of Piper Jaffray & Co., for which Sellers shall be solely responsible, Sellers have not incurred any liability for any investment banking fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or the Transactions.

3.19. "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 3, THE CONSENT OF A PARTY TO THE CLOSING SHALL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, AND FOLLOWING CLOSING SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL OR REAL PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR ANY OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL

PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PURCHASED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, PURCHASER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

4. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Sellers as follows:

4.1. **Organization.** Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware and has all limited liability company powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

4.2. **Corporate Authorization.** The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions are within the limited liability company powers of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. This Agreement constitutes a valid and binding agreement of Purchaser that is enforceable in accordance with its terms.

4.3. **Governmental Authorization.** The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transactions by Purchaser require no action by or in respect of, or filing with, any Governmental Authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, (b) the actions and filings required pursuant to Section 7.8, (c) the Liquor License Approvals, and (d) any such action or filing as to which the failure to make or obtain would not have a material adverse effect on the Purchaser or its ability to close the Transactions.

4.4. **Noncontravention.** Neither the execution and delivery of this Agreement nor the consummation of the Transactions will (a) conflict with or result in any breach of any provision of the organizational documents of Purchaser; (b) require any filing with, or the

obtaining of any permit, authorization, consent or approval of, any Governmental Authority (other than the Liquor License Approvals); (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any Law applicable to Purchaser, excluding from the foregoing clauses (b), (c) and (d) such requirements, violations, conflicts, defaults or rights (i) which would not adversely affect the ability of Purchaser to consummate the Transactions, or (ii) which become applicable as a result of any acts or omissions by, or the status of or any facts pertaining to, Sellers.

4.5. Financing. Purchaser has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it hereunder.

4.6. Litigation. There is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transactions.

4.7. Certain Fees. Purchaser has not employed any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or the Transactions.

4.8. Inspections; No Other Representations. Purchaser is an informed and sophisticated purchaser, and has engaged expert advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Purchaser has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Purchaser acknowledges that Sellers have given Purchaser reasonable and open access to the key employees, documents and facilities of the Business. Purchaser acknowledges and agrees that the Purchased Assets are being sold on an "as is, where is" basis and Purchaser agrees to accept the Purchased Assets and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Sellers, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Purchaser acknowledges that Sellers make no representation or warranty with respect to (a) any projections, estimates or budgets delivered to or made available to Purchaser of future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Business or the future prospects or operations of the Business or (b) any other information or documents made available to Purchaser or its counsel, accountants or advisors with respect to the Business, except as expressly set forth in this Agreement. Purchaser acknowledges and agrees with the provisions of Section 3.19 herein.

5. **Covenants of Sellers.** Sellers agree that:

5.1. **Conduct of the Business.** From the date hereof until the earlier of the termination of this Agreement pursuant to Section 12.1 or the Closing Date, except (i) as disclosed on Schedule 5.1, (ii) as may be required by the Bankruptcy Court, (iii) for the consequences resulting from the continuation of the Bankruptcy Cases, or (iv) as may be required or contemplated by this Agreement, each Seller shall conduct, and shall cause its Affiliates to conduct, the Business and maintain the Purchased Assets in the ordinary course and use its commercially reasonable efforts to preserve intact the Purchased Assets (and all goodwill relating thereto) and all respective relationships with customers, vendors, creditors, employees, landlords, agents, and others having business relationships with them. Without limiting the generality of the foregoing, except as may be required by the Bankruptcy Court, during the period from the date of this Agreement to the Closing, except as otherwise contemplated by this Agreement or as Purchaser shall otherwise consent in writing, each Seller shall, and shall cause each of its respective Affiliates to, do the following:

(a) pay all post-petition bills and invoices for post-petition goods or services promptly when due;

(b) pay all obligations relating to workers' compensation in the ordinary course of business in accordance with past practices, and in any event when due;

(c) notify Purchaser of any material adverse change in its condition (financial or otherwise), business, properties, assets or liabilities, or of the commencement of or any material development or disposition with respect to any material governmental complaints, investigations, or hearings (or any written threats thereof);

(d) maintain in the ordinary course customary amounts of cash, cash equivalents and similar cash items at the location of each restaurant in cash registers, safes, strongboxes and lock boxes consistent with past practice;

(e) use its commercially reasonable efforts to keep and maintain possession of and compliance with the terms of all Permits (including Liquor Licenses) necessary or required by Law to own, lease and operate its respective properties (and the Purchased Assets) and to carry on the Business or that are material to the operation of the Business or the Purchased Assets, including by taking all actions and submitting all payments, applications, and filings necessary to renew any such Permit due to expire at any time before the Closing Date (or 60 days thereafter); and

(f) maintain insurance coverage with financially responsible insurance companies substantially similar in all material respects to the insurance coverage maintained by the Business and Sellers on the Petition Date.

5.2. **Certain Restricted Conduct.** Except as set forth on Schedule 5.2, as may be required by the Bankruptcy Court, and as otherwise set forth in this Agreement or as Purchaser shall otherwise consent in advance in writing, during the period from the date of this Agreement to the Closing, no Seller shall, and each Seller shall cause each of its respective Affiliates not to, with respect to the Purchased Assets:

(a) sell, lease, license, transfer, or dispose of other than in the ordinary course of business any Purchased Assets;

(b) authorize or enter into any Contract, arrangement, or commitment other than a Contract that is both (i) in the ordinary course of business and (ii) not a Contract that would constitute a Material Contract if it were effective as of the date of this Agreement;

(c) dispose of or permit to lapse any rights in, to or for the use of any material Intellectual Property Right,

(d) other than in the ordinary course, authorize, undertake, make, or enter into any commitments obligating any Seller to (i) make or accelerate any capital expenditures or (ii) undertake or approve any material renovation or rehabilitation of any Leased Real Property;

(e) except for increases in annual compensation of no more than \$5,000 per non-executive employee of the Sellers or as required by applicable Law or existing Contract (other than the Key Employee Retention Plan, a copy of which has been provided to the Purchaser), (i) increase any compensation or enter into or amend any employment, severance or other agreement with any of its officers, directors or employees, (ii) adopt any new Employee Benefit Plan or amend or terminate or increase the benefits under any existing Employee Benefit Plan, except for changes which are required by Law and changes which are not more favorable to participants than provisions presently in effect, (iii) hire any employee or individual independent contractor with annual compensation in excess of \$75,000 (except to the extent of a promotion or such hire is in replacement of an existing employee with comparable compensation), or enter into any new employment or severance agreements that would result in post-termination payments that in the aggregate would exceed \$5,000 becoming due or payable upon termination of employment or of the individual independent contractor, or (iv) assume or enter into any labor or collective bargaining agreement relating to the Business, any employee, or any Purchased Asset;

(f) take any action that would constitute or result in an event of default under any debtor-in-possession financing facility agreement or order, and/or cash collateral agreement;

(g) permit, offer, agree or commit (in writing or otherwise) to permit, any of the Acquired Assets to become subject, directly or indirectly, to any Lien, except for Permitted Liens, Liens existing on the date of this Agreement and Liens granted before a Closing in connection with any debtor-in-possession financing facility agreement or order, and/or cash collateral agreement;

(h) do any other act that would, to the Knowledge of Sellers, cause any representation or warranty of any Seller in this Agreement to be or become untrue in any material respect or intentionally omit to take any action necessary to prevent any such representation or warranty from being untrue in any material respect;

(i) agree to any Cure Cost with respect to any Real Property Lease that is an Assigned Contract in excess of the amount set forth on the Contract and Cure Schedule; or

(j) authorize or enter into any Contract, agreement, or commitment with respect to any of the foregoing.

No Seller shall with respect to any Purchased Assets: (i) except pursuant to any Order governing the use of cash collateral entered by the Bankruptcy Court in the Bankruptcy Cases, voluntarily, by operation of law, or otherwise, renew, assign, transfer, sublease, mortgage, pledge, hypothecate or otherwise encumber any lease or the leasehold estate constituting a portion of the Business upon which Purchaser, Seller or an Affiliate of either has any continuing financial or other obligation (contingent or otherwise) except for Permitted Liens; (ii) renew any lease nor suffer any person other than such Seller, its employees, agents, servants and invitees to occupy or use the premises or any portion thereof, without in any case the express written consent of Purchaser, which consent shall not be unreasonably withheld or (iii) terminate, amend, extend, renew, modify, breach, waive or allow any rights to lapse under any Material Contract (except to the extent such Material Contract expires by its own terms and is not a Real Property Lease identified on Schedule 5.2 hereto). Any attempt to do any of the foregoing without such written consent shall be null and void. If Sellers request such a consent from Purchaser, the request shall be in writing specifying the terms of the renewal; the identity of the proposed assignee or sub-lessee; the duration of said desired sublease or renewal, the date same is to occur, the exact location of the space affected thereby and the proposed rentals on a square foot basis chargeable thereunder. Such request for Purchaser consent shall be submitted to Purchaser at least three (3) days in advance of the date on which Sellers desire to make such event occur.

5.3. Access to Information. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 12.1 or the Closing Date, Sellers shall reasonably afford, and shall cause their officers, employees, attorneys and other agents to reasonably afford, to Purchaser and its counsel, accountants and other representatives, access (at reasonable times during normal business hours) to officers and other employees of Sellers for the purposes of evaluating the Business and all corporate offices, restaurants, warehouses or other facilities, properties, books, accounts, records and documents of, or relating to, the Business, subject to the terms of the Confidentiality Agreement. All access to the officers, employees, properties, restaurants, books, accounts, records and/or documents of the Business shall be arranged on behalf of Sellers by representatives of M-III Partners, LP. Subject to the limitations set forth in the Real Property Leases, Purchaser and its representatives shall have the right to conduct environmental and engineering inspections at the Leased Real Property and, subject to Purchaser providing Sellers with prior written notice and offering Sellers the opportunity to participate, each Seller and its Affiliates shall reasonably cooperate with and assist Purchaser in carrying out such inspections; provided, however, that in no event shall Purchaser be allowed to conduct any Phase II environmental investigation at the real estate leased by Sellers. No investigation pursuant to this Section 5.3 shall alter any representation or warranty given hereunder by any Seller. The Sellers shall use commercially reasonable efforts to assist the Purchaser in its contacts with any counterparty to any Assigned Contract or Designation Right Asset. Each Seller, at the sole cost and expense of Purchaser with respect to out-of-pocket amounts payable by the Seller to third parties other than M-III Partners, LP, shall cause its personnel and representatives,

including those with Knowledge of any and all matters described above, to cooperate fully with the Purchaser and its representatives, accountants and counsel in connection with the Purchaser's investigation.

5.4. Liquor License Approvals. Sellers shall reasonably cooperate with Purchaser in connection with Purchaser's filings with any Governmental Authority with respect to any of the Liquor Licenses and obtaining the necessary consents and approvals pertaining to transfer and/or issuance of the Liquor Licenses to Purchaser ("Liquor License Approvals"), including by entering into the Management Agreement and any other appropriate agreement reasonably required by Purchaser and on commercially reasonable terms that may be necessary or desirable in order to comply with applicable liquor laws and, if reasonably requested by Purchaser, initiating and/or participating, at Purchaser's sole cost and expense, in such Legal Proceedings reasonably requested by Purchaser to obtain such Liquor License Approvals.

5.5. Notices of Certain Events. Sellers shall promptly notify Purchaser of and deliver copies to Purchaser of:

(a) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions;

(b) any material written communication from any Governmental Authority in connection with or relating to the Transactions, including with respect to Liquor License Approvals and any condemnation or eminent domain event affecting any of the Continuing Restaurants;

(c) any correspondence, report or notice required to be given by the Sellers to any party under a debtor-in-possession financing facility agreement or order, and/or cash collateral agreement or order, or any other related document, including any variance reports, weekly budget compliance reports, or notice of default;

(d) the commencement of any actions, suits, investigations or proceedings relating to Sellers or the Business that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.6.

5.6. Locations not Purchased.

(a) Simultaneously with the Closing, Sellers shall deliver to Purchaser duly and properly authorized and executed evidence (in form and substance satisfactory to Purchaser) as to the amendment of each Seller's organizational documents (collectively, the "Organizational Amendments") changing, to the extent applicable, each Seller's name at the Effective Time to another name that does not include any of the following words: "Houlihan's"; "J. Gilbert's"; "Bristol" or "Devon". Each Seller hereby irrevocably authorizes Purchaser to file the Organizational Amendments with the applicable Secretary of State (or equivalent) of each Seller's jurisdiction of formation and in each State in which each such Seller is qualified to do business on each such Seller's behalf; provided that such Organizational Amendments shall not be filed prior to the date that is three Business Days after the Closing Date.

(b) Subject to Sellers' obligations under Section 7.5 with respect to Designation Rights Assets, within three Business Days after the Closing, each Seller shall discontinue the use of its current name (and any other trade name or d/b/a currently utilized by any Seller) and shall not subsequently change its name to or otherwise use or employ any name that includes the words "Houlihan's"; "J. Gilbert's"; "Bristol" or "Devon" without the prior written consent of Purchaser. From and after the Closing, each Seller covenants and agrees not to use or otherwise employ any trade name, corporate or entity name, d/b/a or similar Intellectual Property Right or attribute previous utilized by any Seller or thereafter utilized by Purchaser in the conduct of the Business, which rights shall be included in the Purchased Assets purchased hereunder.

(c) Until one (1) Business Day prior to the Closing Date (or such later date, not later than 30 days after the Closing Date, as may be agreed between Purchaser and the lessor of such location, so long as Sellers shall not incur any Liability in connection therewith), Sellers shall provide access to Purchaser or its designees to any location other than a Continuing Restaurant to enable Purchaser to take possession of and remove, at its sole cost and expense, any of the assets described in Section 2.2(m) that are not located at a Continuing Restaurant; provided that nothing herein shall be deemed to require Seller to incur any incremental costs to provide such access; provided, further that Purchaser shall be liable for any damages caused by Purchaser's or its designees' removal of any such property and Purchaser shall indemnify Sellers for any such damages or other amounts related thereto.

6. **Covenants of Purchaser.** Purchaser agrees that:

6.1. **Confidentiality.** Prior to the Closing Date and after any termination of this Agreement, the Confidentiality Agreement shall remain in full force and effect. After the Closing has occurred, the Confidentiality Agreement shall be terminated to the extent relating to the Purchased Assets, Assumed Liabilities and the employees of Sellers, and shall, with respect to any of the Excluded Assets and Excluded Liabilities, remain in full force and effect.

6.2. **Access.** On and after the Closing Date, upon reasonable advance notice, Purchaser will afford promptly to Sellers and their counsel, advisors and other agents reasonable access during normal business hours to Purchaser's books and records relating to the Purchased Assets to the extent necessary for financial reporting and accounting matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, Claim or assessment, the reconciliation of Claims in the Bankruptcy Cases, to permit Sellers to determine any matter relating to their rights and obligations hereunder, any other reasonable business purpose related to the Excluded Assets or Excluded Liabilities, or in connection with addressing any other issues arising in connection with or relating to the Bankruptcy Cases; provided, however, that any such access by Sellers shall not unreasonably interfere with the conduct of the business of Purchaser. Sellers will hold, and will use their commercially reasonable efforts to cause their officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning Purchaser or the Business provided to them pursuant to this Section 6.2.

6.3 Hilco Agreement. Notwithstanding anything herein to the contrary, the Purchaser shall pay and satisfy all amounts due and payable by the Sellers under the Hilco Agreement.

6.4 Personally Identifiable Information. Purchaser acknowledges that the Purchased Assets include personally identifiable information (“PII”) within the meaning of Section 363(b) of the Bankruptcy Code, along with associated personal information about the Sellers’ customers (“Other Personal Information”). In connection with the same, Purchaser agrees to: (i) employ appropriate security controls and procedures (technical, operational and managerial) to protect PII and Other Personal Information, (ii) abide by all applicable laws and regulations with respect to PII and (iii) take such further actions with respect to PII as may be agreed between the Parties. The Purchaser agrees that it shall, absent a customer’s express consent received after adequate notice: (a) abide by the Sellers’ privacy policies and privacy-related covenants that were in effect as of November 13, 2019, (b) respect prior requests of customers to opt out of receipt of marketing messages (and Sellers shall make such requests available to Purchaser) and (c) use Other Personal Information only for the purposes of continuing business operations and continuing to provide similar goods and services to customers, including marketing the products and services related to Purchased Assets. Purchaser shall require express consent of a customer for any additional use of PII or Other Personal Information or before making material changes to the privacy policies that weaken a customer’s consumer protection. Furthermore, to the extent PII includes any social security numbers, Purchaser shall limit such use to tax reporting purposes, and shall purge such information from its databases when such information is no longer required for that purpose.

7. **Covenants of Purchaser and Sellers**. Purchaser and Sellers agree that:

7.1. Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Purchaser and Sellers will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws to consummate the Transactions contemplated by this Agreement; provided, however, Sellers shall be entitled to take such actions as are required in connection with the discharge of their fiduciary duties during the Bankruptcy Cases (including soliciting higher or better offers for the Purchased Assets). Sellers and Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to vest in Purchaser good title to the Purchased Assets or to evidence the assumption by Purchaser of the Assumed Liabilities.

7.2. Certain Filings. Sellers and Purchaser shall cooperate with one another in good faith (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Assigned Contracts or Intellectual Property Rights, in connection with the consummation of the Transactions, and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

7.3. Public Announcements. Purchaser shall not make any public announcements or statements concerning the Transactions without the prior written consent of

Sellers and Sellers shall provide Purchaser with a copy of and an opportunity to comment on any press releases or Form 8-Ks filed by the Sellers or their Affiliates concerning the Transactions provided that Purchaser shall provide any comments within one (1) Business Day of receipt of same. Purchaser acknowledges and agrees that Sellers may provide copies of this Agreement to parties in interest in the Bankruptcy Cases and to those parties to whom Sellers determine it is necessary to provide copies in connection with soliciting higher or better bids for the Purchased Assets or as otherwise necessary or desirable in connection with the Bankruptcy Cases. Sellers also shall be entitled to file copies with the Bankruptcy Court or as otherwise required by Law and shall be entitled to publish notice of the contemplated Transactions in any newspaper selected by Sellers.

7.4. Bankruptcy Issues.

(a) Solicitation of Competing Bids. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or otherwise better competing bids in respect of all of the Purchased Assets or separate bids with respect to any of the Purchased Assets that, when taken together, constitute a higher or better bid (any such competing bid or combination of bids, a "Competing Bid"). Sellers may market and pursue a Competing Bid or other Alternative Transaction (it being agreed and understood that bidders shall be permitted to bid separately for any of the portion of the Business (and, in each case, together with any related assets)) and may perform any and all acts related thereto subject to and in accordance with the Bankruptcy Code, the Bidding Procedures Order and any other applicable Law.

(b) Filing of Sale and Bidding Procedures Motion. On the Petition Date, Sellers shall file with the Bankruptcy Court (1) the Bidding Procedures Motion and (2) the Sale Motion (for the avoidance of doubt, the Bidding Procedures Motion and the Sale Motion may be filed as one motion).

(c) Bidding Procedures. The Bidding Procedures, to be approved pursuant to the Bankruptcy Court's entry of the Bidding Procedures Order, shall be in form and substance reasonably acceptable to the Purchaser and include, among other things, the following:

(i) Breakup Fee. Unless Purchaser is the Backup Bidder pursuant to subsection (ii) below, upon the approval of a sale of all or any portion of the Purchased Assets to any third party (other than Purchaser) for all or any portion of the Purchased Assets, Sellers shall cause the Escrow Agent to return the Good Faith Deposit to the Purchaser. Upon the consummation of an Alternative Transaction, Sellers shall cause the Escrow Agent to return the Good Faith Deposit to the Purchaser (to the extent not previously returned to the Purchaser) and shall pay to Purchaser cash or other immediately available funds in an amount equal to ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) (the "Breakup Fee") and an expense reimbursement of actual, necessary and documented out of pocket expenses associated with this Agreement (including travel, due diligence, professional fees, etc.) of up to a maximum amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) (the "Expense").

Reimbursement"); provided, however, the Breakup Fee and Expense Reimbursement shall not be due and payable if Purchaser has committed a material breach of this Agreement prior to the consummation of such sale to the third party. The Parties agree that the Breakup Fee, the Expense Reimbursement, and the return of the Good Faith Deposit shall be the full and liquidated damages of Purchaser arising out of any termination of this Agreement pursuant to Sections 12.1(f), g(ii), g(iii), (h)(i), and (h)(ii). The provisions of this Section 7.4(c)(i) shall survive any termination of this Agreement pursuant to Sections 12.1(f) g(ii), g(iii), (h)(i), and (h)(ii). The Breakup Fee and the Expense Reimbursement shall be approved in the Bidding Procedures Order as an allowed administrative expense claim in the Bankruptcy Cases, and shall be paid to Purchaser within three (3) Business Days following the closing of an Alternative Transaction, and shall be paid to Purchaser prior to the payment of the proceeds of such sale to any third party asserting a Lien on the Purchased Assets (and no Lien of any third party shall attach to the portion of the sale proceeds representing the Breakup Fee and the Expense Reimbursement). The provisions for the payment of the Breakup Fee and the Expense Reimbursement are an integral part of the transactions contemplated by this Agreement and without these provisions Purchaser would not have entered into the Agreement.

(ii) Backup Bid. At the conclusion of the Auction, Sellers shall identify and certify the bid that constitutes the second highest or best offer for the Purchased Assets (the "Backup Bid" and the Qualified Bidder submitting such bid, the "Backup Bidder"). The Backup Bidder may be required by Sellers to close on the Backup Bid no later than sixty (60) days of the conclusion of the Auction and no sooner than ten (10) Business Days after the date the Backup Bidder receives written notice of the requirement to close on the Backup Bid, which notice shall be given no later than thirty (30) days after the Auction. In the event that the Backup Bidder fails to close on the transaction contemplated in the Backup Bid, Sellers shall be permitted to retain the Backup Bidder's good faith deposit as liquidated damages and that shall be Seller's sole and exclusive remedy in connection with such failure. Notwithstanding the foregoing, nothing in this Section 7.4(c)(ii) shall prevent the Purchaser, even if designated as the Backup Bidder, from terminating this Agreement pursuant to Section 12.1(b) and, in the event of any such termination, the Purchaser shall be entitled to return of the Good Faith Deposit.

(d) Sale Order. The Sale Order shall be entered no later than three (3) days after the Sale Hearing (the "Sale Order Deadline"). The Sale Order shall be in a form acceptable to the Purchaser in its reasonable discretion and provide, among other things, that:

- (i) this Agreement is valid and enforceable;
- (ii) this Agreement and the Transactions contemplated herein are approved;

(iii) on the Closing Date, the Purchased Assets shall be sold to Purchaser free and clear of any and all Liens (except for Permitted Liens and the Assumed Liabilities), including any liens granted during the Bankruptcy Cases;

(iv) on the Closing Date, the Assigned Contracts shall be assumed by Sellers and assigned to the Purchaser pursuant to Section 365 of the Bankruptcy Code and Purchaser shall pay all Cure Costs due in connection with the assumption and assignment of the Assigned Contracts;

(v) after the Closing Date, subject to Section 7.5(d), the Purchaser shall have the continuing right to review and determine whether to elect to acquire the Designation Rights Assets; and

(vi) all persons and entities, including, governmental, tax and regulatory authorities, lenders, trade and other creditors holding interests or claims of any kind or nature whatsoever against the Sellers or their assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with or in any way relating to the Sellers, the Purchased Assets, or the operations of the Sellers prior to the Closing, are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its affiliates, successors or assigns, property or the Purchased Assets such persons' or entities' interests or claims, subject to rights of parties or individuals for claims arising out of Assumed Liabilities.

The Sale Order shall contain findings by the Bankruptcy Court that (a) Purchaser is a good-faith purchaser under section 363(m) of the Bankruptcy Code, (b) that the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under section 363(n) of the Bankruptcy Code, and (c) Purchaser is not a successor to the Sellers.

(e) Bankruptcy Court Approval of Sale. Sellers and Purchaser shall cooperate, assist and consult with each other and each use commercially reasonable efforts, to secure the entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court; provided, however, Sellers shall be entitled to take such actions as may be required in connection with the discharge of their fiduciary duties in the Bankruptcy Cases (including soliciting higher or better offers for the Purchased Assets). In connection with the assumption and assignment of the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code, Purchaser shall take all actions reasonably required in the discretion of the Purchaser or otherwise as directed by the Court to provide "adequate assurance of future performance" by Purchaser under the Assigned Contracts after the Closing, including, but not limited to, the adequate assurance of future performance for leases of real property in a shopping center as set forth in Section 365(b)(3) of the Bankruptcy Code. The Sale Order shall also indicate that the Transactions may be consummated immediately upon entry of the Sale Order and any stays provided by the Bankruptcy Rules, including those set forth in Fed. R. Bankr. P. 6004(h)

and 6006(d), shall be waived. In the event the Sale Order is appealed, Sellers shall use their commercially reasonable efforts to oppose any such appeal.

(f) Liquor Licenses. Sellers shall seek to have included in the Sale Order a provision that immediately upon the Closing Purchaser shall be entitled to continue to sell alcoholic beverages at the premises included in the Purchased Assets upon the same terms as the Sellers were selling such alcoholic beverages until such time as the Purchaser has had the time and opportunity to obtain its own Liquor Licenses.

7.5. Cure Costs; Schedule Updates; Designation Rights.

(a) No later than two (2) Business Days after entry of the Bidding Procedures Order, the Sellers will provide the Purchaser with Schedule 7.5(a) (the “Contract & Cure Schedule”), which the Sellers shall simultaneously file with the Bankruptcy Court, and serve on each counterparty listed in the Contract & Cure Schedule. The Contract and Cure Schedule shall contain a list of each Contract of the Sellers and the Sellers’ good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as “\$0.00”). Counterparties having an objection to the Cure Costs listed in the Contract & Cure Schedule, and any supplements thereto, shall have fifteen (15) days, after the date the Contract & Cure Schedule is filed with the Bankruptcy Court and served on the Contract counterparty to file objections to the Cure Costs listed, or as shall be provided in the Bidding Procedures Order, be irrevocably bound to the Cure Cost stated. Without limiting the foregoing, if it is discovered that a Contract that should have been listed on the Contract & Cure Schedule was not so listed, the Sellers shall, promptly following the discovery thereof, file a notice with the Bankruptcy Court supplementing the Contract and Cure Schedule and notify the Purchaser in writing of any such Contract and the Sellers’ good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any such Contract, the amount of such Cure Cost shall be designated for such Contract as “\$0.00”), which for the avoidance of doubt can be filed at any time, including following the Closing. Counterparties having an objection to the Cure Costs listed in the Contract & Cure Schedule supplement shall have fifteen (15) days, after the date the Contract & Cure Schedule supplement is filed with the Court and served on the Contract counterparty to file objections to the Cure Costs listed, or as shall be provided in the Bidding Procedures Order, be irrevocably bound to Cure Cost stated. The Purchaser shall have twenty (20) days to elect to assume such Contract listed in the Contract & Cure Schedule supplement or, with respect any Designation Rights Asset, such longer period as is allowed under this Agreement.

(b) The Purchaser shall have the right, exercisable until one (1) Business Day prior to the Auction, to designate, in writing, certain contracts, agreements, and leases as Designation Rights Assets (the “Designation Rights Asset(s)”), if any.

(c) At least thirty (30) days before the expiration of any deadline to elect to assume or reject any unexpired lease or contract, the Sellers shall seek to obtain an order of the Bankruptcy Court, in form and substance acceptable to the Purchaser, extending the

deadline under Section 365(d)(4) of the Bankruptcy Code for the assumption of all unexpired leases of nonresidential real property to the date that is not later than March 12, 2020.

(d) The Purchaser may, at any time and from time to time through (and including) (i) with respect to any Contracts, one (1) business day prior to the Auction, (ii) with respect to any Designation Rights Assets, on or before December 30, 2019, or (iii) within five (5) Business Days of learning of any undisclosed Contract subsequently listed on any Contract & Cure Schedule supplement (as applicable, the “Contract Designation Deadline”), notify the Seller to include in the definition of Assigned Contracts, any Contract of any of the Sellers not otherwise included in the definition of Assigned Contracts; provided, that no such change of the definitions of Assigned Contracts referred to in this sentence shall reduce or increase the amount of the Purchase Price.

(e) The Purchaser may, at any time and from time to time through (and including) the applicable Contract Designation Deadline, exclude from the definition of Assigned Contracts any Contract of any of the Sellers otherwise included in the definition of Assigned Contracts; provided, that no such change of the definitions of Assigned Contracts referred to in this sentence shall reduce or increase the amount of the Purchase Price.

(f) With respect to any Designation Rights Asset, (i) the Management Agreement shall reflect or, as necessary, be modified to reflect that the Management Agreement covers such Designation Rights Asset during the term (the “Designation Rights Asset Term”) commencing as of the Closing Date and continuing until the earlier of (A) the applicable Contract Designation Deadline, (B) the date such Designation Rights Asset is assumed by the applicable Seller and assigned to the Purchaser, and (C) the earlier of (1) five (5) Business Days after the date Sellers receive written notice from Purchaser designating the exclusion of such Designation Rights Asset and (2) the effective date of rejection of any Designation Rights Asset that is not designated for assumption, (ii) the Management Agreement shall provide that the Purchaser shall directly pay or reimburse Sellers for (or, if applicable, reasonably cooperate with Sellers in pursuing any claims under any insurance policy that relates to such Designation Rights Asset and is transferred to the Purchaser at the Closing in respect of) any incremental costs, expenses or liabilities incurred by Sellers in the Ordinary Course of Business solely in connection with the operation of such Designation Rights Asset during the Designation Rights Asset Term, including costs, expenses or liabilities arising from or incurred in connection with the administration of the Bankruptcy Cases, solely as it relates to such Designation Rights Asset(s) during the Designation Rights Asset Term (with documented professional services fees and expenses not to be more than \$30,000 in the aggregate), (iii) all consideration or proceeds received by Sellers, if any, in respect of, and other benefits deriving from, such Designation Rights Asset shall constitute Purchased Assets and be promptly delivered to the Purchaser (the “Designation Rights Assets Proceeds”), (iv) the foregoing shall not affect the validity of the transfer to the Purchaser of any other Purchased Asset whether or not related to such Designation Rights Asset and (v) after the Closing, Purchaser shall provide all employees necessary for the operation of the Designation Rights Assets. The Purchaser shall provide all cooperation and assistance reasonably required by the Sellers

to enable the Sellers to provide, or cause to be provided, the services contemplated by this Section 7.5.

(g) The Sellers shall be responsible for the verification of all Cure Costs for each Assigned Contract and shall use commercially reasonable efforts to correctly calculate the proper Cure Costs, if any, for each Assigned Contract prior to the filing of the Contract & Cure Schedule. To the extent that any Assigned Contract requires the payment of Cure Costs in order to be assumed pursuant to section 365 of the Bankruptcy Code, whether determined prior to or after the Closing, the Cure Costs related to such Assigned Contract, or any portion thereof, shall be paid by the Purchaser 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 the Purchaser. Notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, (A) no prepetition Cure Costs with respect to any Designation Rights Asset shall be due until such Designation Rights Asset is assumed and assigned to Purchaser pursuant to this Section 7.5 and (B) the Purchaser shall not have any Liabilities with respect to any Non-Assigned Contract.

(h) Notwithstanding anything herein to the contrary, if any Designation Rights Asset becomes a Non-Assigned Contract, Purchaser shall thereafter be responsible, in addition to any other costs for which the Purchaser is liable under this Section 7.5, for all costs applicable to the period after the Closing, including costs of closing the restaurant at that location, including de-imaging costs, with respect to such Non-Assigned Contract.

7.6. Notices. If at any time (a) Purchaser actually becomes aware of any material breach by Sellers of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Sellers, or (b) Sellers actually become aware of any breach by Purchaser of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Purchaser, the Party becoming aware of such breach shall promptly notify the other Party, in accordance with Section 13.1, in writing of such breach. Upon such notice of breach, the breaching Party shall have until the earlier of (y) ten (10) days after receiving such notice, and (z) the End Date, to cure such breach prior to the exercise of any remedies in connection therewith.

7.7. Casualty, Condemnation, Loss of Lease.

(a) If, prior to Closing, any Leased Real Property and the associated Improvements or any part thereof shall be subject to a taking by any public or quasi-public authority through condemnation, eminent domain or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking) (collectively, "Condemnation"), Purchaser shall take title to the Purchased Assets relating to such affected Leased Real Property and Improvements notwithstanding such Condemnation. At the Closing, Purchaser, shall succeed to (x) the rights of the applicable Seller to the Condemnation proceeds, including insurance proceeds, with respect to a Condemnation ("Condemnation Proceeds"), and (y) the rights to settle any such Condemnation proceeding, and Purchaser shall, at Closing succeed to the rights of the applicable Seller to all required proofs of loss, assignments of claims and similar items. The Sellers, at Closing, shall assign to Purchaser all right, title and interest to any claims

or proceeds Seller may have. The Sellers shall not settle any such proceedings without the consent of Purchaser, such consent not to be unreasonably withheld or delayed. Sellers' compliance with this Section 7.7(a) shall cure any breach of covenant or inaccuracy of any representation and warranty arising as a result of a Condemnation Event.

(b) If, prior to Closing, any Leased Real Property and the associated Improvements or any part thereof shall be destroyed or damaged by fire, earthquake, flood or other casualty (collectively, "Casualty"), Purchaser shall take title to the Purchased Assets relating to such affected Leased Real Property and Improvements notwithstanding such Casualty. At the Closing, Purchaser, shall succeed to (x) the rights of the applicable Seller to the Casualty proceeds, including insurance proceeds, with respect to such Casualty ("Casualty Proceeds"), including without duplication, giving Purchaser a credit against the Purchase Price in the amount of the Casualty Proceeds actually received by the applicable Seller and not applied by the applicable Seller to repair prior to Closing, and (y) the rights to settle after Closing any loss under all policies of insurance applicable to the Casualty, and Purchaser shall, at Closing and thereafter, succeed to the rights of the Sellers to all required proofs of loss, assignments of claims and other similar items and Sellers shall, at Closing, assign same to Purchaser. The Sellers shall not settle any such claims without the consent of Purchaser; such consent not to be unreasonably withheld or delayed. Sellers' compliance with this Section 7.7(b) shall cure any breach of covenant or inaccuracy of any representation and warranty arising as a result of a Casualty Event.

7.8. 401-K Plan. Not less than two (2) Business Days before the anticipated Closing Date, the board of directors of each Seller shall adopt resolutions and take such corporate action as is necessary to terminate any Employee Benefit Plan that is maintained pursuant to Section 401(k) of the Code, including the Seller 401(k) Plans, effective as of the date prior to the Closing Date, with the form and substance of such resolutions subject to Purchaser's prior review and reasonable approval. Following the Closing, the assets thereof shall be distributed to the participants, and Purchaser shall, to the extent permitted by any "eligible retirement plan" (within the meaning of Section 401(a)(31) of the Code) of Purchaser or any of its subsidiaries (the "Purchaser 401(k) Plan") and consistent with Purchaser policies with respect to Purchaser's current employees, permit the Transferred Employees who are then actively employed to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, inclusive of loans to participants), in the form of cash (or, in the case of loans, notes), in an amount equal to the eligible rollover distribution portion of the account balance distributed to such Transferred Employee from the Seller 401(k) Plans to the Purchaser 401(k) Plan. Purchaser shall be responsible for the post-Closing administration and winding down of the Seller 401(k) Plans following its termination by Sellers. Sellers shall reasonably cooperate with Purchaser in connection with Purchaser's administration of the winding down of the Seller 401(k) Plans, including without limitation promptly providing all employee data and Seller 401(k) Plans information reasonably necessary to make Form 5500 filings and perform any audits in connection with the winding down of the Seller 401(k) Plans.

7.9. Final Payroll. Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers to the extent relating to any Continuing Restaurant no later than the date such wages or salary would normally be paid. Seller shall withhold and remit

all applicable payroll taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date. In accordance with Purchaser's obligations under Section 2.3(f) with respect to the Assumed Liabilities set forth therein, upon receipt of an invoice from Sellers for such payroll, Purchaser shall promptly fund such payroll to Sellers so that it can be timely paid by Sellers

8. **Tax Matters.**

8.1. **Tax Cooperation.** Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of all Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Sellers and Purchaser shall cooperate with each other in good faith in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

8.2. **Transfer Taxes.** Any and all sales, use, transfer, recording or other similar taxes or charges (the "Transfer Taxes") assessed as a result of the Closing on the transfer of any Purchased Assets shall be timely paid by the Purchaser, and all applicable filings, reports and returns shall be filed, as provided by applicable Law. Sellers shall cooperate with Purchaser in providing any appropriate resale exemption certifications and other similar documentation.

8.3. **Property Taxes.** All Property Taxes that are attributable to the Purchased Assets for a Tax period which includes (but does not end on) the Closing Date shall be apportioned between the Sellers, on the one hand, and Purchaser, on the other hand, based on the number of days of such Tax period included in the Pre-Closing Tax Period and the number of days of such Tax period after the Closing. The Purchase Price shall be adjusted for the Property Tax Estimate as provided in Section 2.7 hereof and following the Closing, Purchaser shall be liable for all Property Taxes that are attributable to the Purchased Assets. Such Property Taxes shall be timely paid by the Purchaser, and all applicable filings, reports and returns shall be filed, as provided by applicable Law.

9. **Employee Matters.**

9.1. **Employees and Offers of Employment.**

(a) As of the Closing Date, Purchaser shall offer employment to all employees of Sellers who are employed at any Continuing Restaurant at the same (or better) salary or wage and benefit levels and on such other terms and conditions as are in effect at Closing. In addition, Purchaser shall have the right to offer employment to any other employee of Sellers. Any employee of Sellers who accepts an offer of employment from Purchaser pursuant to Section 9.1(a) shall be a "Transferred Employee".

(b) If Purchaser fails to offer employment as required under Section 9.1(a), it shall reimburse Sellers for (and indemnify Sellers from and against), any severance paid by Sellers to such employees in accordance with Sellers' past practice and

all other costs, liabilities, claims, damages and expenses incurred by Sellers as a result of such failure.

(c) Purchaser shall maintain employee records transferred to Purchaser hereunder for a period of not less than four (4) years and during that period will afford Sellers reasonable access to such records during Purchaser's normal business hours. Purchaser shall maintain the confidentiality of such records and limit access thereto in a manner consistent with Purchaser's treatment of its employee records.

(d) Nothing herein, express or implied, shall confer upon any employee or former employee of any Seller any rights or remedies (including any right to employment or continued employment for any specified period) of any nature or kind whatsoever, under or by reason of this Agreement. Purchaser and each Seller agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any employee or former employee of any Seller.

(e) Sellers shall retain liability for, and Purchaser shall not acquire or assume, any litigation related to any employee or any employment, benefit or related matters of Sellers arising prior to the Closing, whether a claim in respect thereto is brought on, before, or after the Closing Date.

(f) Unless agreed to otherwise in writing by the Purchaser and the Transferred Employee, all Transferred Employees shall be employees "at-will".

9.2. Employee Plans.

(a) Following the Closing Date, Purchaser shall use commercially reasonable efforts to ensure that no waiting periods, exclusions or limitations with respect to any pre-existing conditions, evidence of insurability or good health or actively-at-work exclusions are applicable to any Transferred Employee or their dependents or beneficiaries under any welfare benefit plans in which such employees may be eligible to participate, subject in all events to the terms of such plans.

(b) In connection with the Closing, and to the extent permitted by Law, Sellers shall transfer to Purchaser an amount, in cash, representing the aggregate contributions of each Transferred Employee then participating in any flexible spending arrangements of Sellers, net of reimbursements paid prior to the date of transfer (but not less than zero). Purchaser shall cause such amounts to be credited to each such Transferred Employee's accounts under Purchaser's corresponding health and dependent care spending account plan in effect for such employees as of the Closing Date, and all claims for reimbursement which have not been paid as of the date of the transfer to Purchaser and credited under the Sellers' flexible spending plan shall be paid pursuant to and under the terms of the Purchaser's plan. In the event that applicable Law prohibits the transfer of the flexible spending accounts to Purchaser, Purchaser shall take such actions as are necessary to administer post-Closing Sellers' flexible spending plan. Sellers shall reasonably cooperate with Purchaser in connection with Purchaser's administration of the flexible

spending plan, including without limitation promptly transferring control of any accounts to Purchaser.

(c) Following the Closing Date, Purchaser shall use its commercially reasonable efforts to assist Sellers with administration of the termination and wind-down of any and all of Sellers' Employee Benefit Plans, provided that nothing in this Section 9.2(c) shall be deemed to constitute any of Sellers' obligations under any of such Benefit Plans as an Assumed Liability hereunder.

9.3. Workers' Compensation. If Closing occurs, Purchaser shall be liable for all workers' compensation claims arising out of injuries to all of Sellers' employees. Purchaser shall be liable for all workers' compensation claims arising out of injuries with an identifiable date of occurrence, sustained by both Transferred Employees and non-Transferred employees, including injuries sustained by a Transferred Employee on or after the Transferred Employees' date of hire (hereinafter, "Transferred Employees' Employment Date") that are aggravations, exacerbations or re-injuries of medical conditions or diagnoses resulting from injuries that were sustained before the Transferred Employees' Employment Date. Purchaser shall be liable for all workers' compensation claims arising out of injuries or occupational diseases without an identifiable date of occurrence or exposure, which are alleged to have been sustained or contracted before or after the Petition Date, provided that, in the case of any such injuries or diseases allegedly sustained before or after the Petition Date, such claims are filed with the appropriate workers' compensation authority more than forty-five (45) days after the Transferred Employees' Employment Date. Purchaser shall replace Seller's letters of credit associated with the Workers' Compensation on or before the Closing Date.

10. Closing Conditions.

10.1. Conditions to Obligations of Purchaser and Sellers. The obligations of Purchaser and Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Order in the Bankruptcy Cases, authorizing the Transactions and approving this Agreement under Sections 105(a), 363, 365, of the Bankruptcy Code, in form and substance reasonably acceptable to Sellers and Purchaser, and as of the Closing Date the Sale Order shall be in full force and effect, shall not then be stayed, and shall not have been vacated or reversed.

(b) No Material Adverse Effect shall have occurred with respect to the Purchased Assets.

(c) No injunction, stay or similar Order issued by any Governmental Authority shall be in effect that restrains, enjoins, stays or prohibits the consummation of the Transactions.

10.2. Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

(a) Sellers shall have performed in all material respects all of their obligations hereunder required to be performed by Sellers on or prior to the Closing Date;

(b) the representations and warranties of Sellers contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct as of such earlier date), with only such exceptions as would not in the aggregate reasonably be expected to have a Material Adverse Effect;

(c) Purchaser shall have received the Organizational Amendments;

(d) Sellers shall have delivered all of the items required by Section 2.10;
and

(e) No landlord under any Real Property Lease that is an Assigned Contract or a Designation Rights Asset shall have terminated such Real Property Lease.

10.3. Conditions to Obligations of Sellers. The obligation of Sellers to consummate the Closing is subject to the satisfaction (or waiver by Sellers) of the following further conditions:

(a) Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date;

(b) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all material respects as of such earlier date);

(c) Sellers shall have received all documents they may reasonably request relating to the existence of Purchaser and the authority of Purchaser for this Agreement, all in form and substance reasonably satisfactory to Sellers; and

(d) Purchaser shall have delivered all of the items required by Section 2.11.

10.4. Waiver of Closing Conditions. Notwithstanding anything to the contrary contained herein, if any of the conditions to Closing were not fulfilled at or prior to the Closing and the parties hereto agree to close the transactions contemplated by this Agreement, then following the Closing all such conditions to Closing shall be deemed to have been waived effective as of the Closing

11. Survival; Indemnification.

11.1. Survival. The (a) representations and warranties of Sellers, and (b) covenants and agreements of Sellers and Purchaser that by their terms are to be performed before Closing, contained in this Agreement or in any certificate or other writing delivered in

connection herewith, shall not survive the Closing. The covenants and agreements of Sellers and Purchaser contained herein that by their terms are to be performed after Closing shall survive the Closing for such terms.

11.2. Indemnification. Each of Purchaser and Sellers agrees to indemnify the other with respect to any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees which are alleged to be due and payable with respect to the Transactions and which are asserted as a result of the actions of the indemnifying party. There shall be no post-Closing indemnification of Purchaser by Sellers with respect to any matter not set forth in this Section 11.2.

12. Termination.

12.1. Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Sellers and Purchaser;
- (b) by Sellers or Purchaser, if the Closing shall not have been consummated on or before December 31, 2019 (the "End Date"), unless the Party seeking termination is in breach of its obligations hereunder;
- (c) by Sellers or Purchaser, if any condition set forth in Section 10.1 is not satisfied, and such condition is incapable of being satisfied by the End Date;
- (d) by Purchaser, if any condition set forth in Section 10.2 has not been satisfied, and such condition is incapable of being satisfied by the End Date;
- (e) by Sellers, if any condition set forth in Section 10.3 has not been satisfied, and such condition is incapable of being satisfied by the End Date;
- (f) by Sellers, if (i) Sellers execute a definitive agreement with a third party (other than Purchaser) for the acquisition of all or substantially all the Purchased Assets, and (ii) the Bankruptcy Court enters an Order in the Bankruptcy Cases approving such definitive agreement;
- (g) by Purchaser if (i) the Sale Order shall not have been entered by the Bankruptcy Court by the Sale Order Deadline; (ii) if any of the Sellers files (y) any motion with the Bankruptcy Court seeking an order approving, or (z) any plan involving, an Alternative Transaction, unless Purchaser is designated a Backup Bidder under any such Alternative Transaction; or (iii) if Sellers enter into a definitive agreement with a third party for an Alternative Transaction, unless Purchaser is designated a Backup Bidder under the Sale Order; or
- (h) automatically and without any action or notice by Sellers to Purchaser, or Purchaser to Sellers, immediately upon:

(i) approval by the Bankruptcy Court of an Alternative Transaction, unless Purchaser is designated a Backup Bidder under the Sale Order; or

(ii) the consummation of an Alternative Transaction.

The Party desiring to terminate this Agreement pursuant to this Section 12.1 (other than pursuant to Sections 12.1(a) and (h)) shall give notice of such termination to the other Party in accordance with Section 13.1.

12.2. Effect of Termination. If this Agreement is terminated as permitted by Section 12.1, such termination shall be without liability of any Party (or any stockholder, director, officer, employee, agent, consultant or representative of such Party) to the other Party to this Agreement except as expressly provided in Sections 2.8(b), 7.4(c) and 12.4. The provisions of Sections 2.8, 6.1, 7.4(c)(i) (including but not limited to the payment of the Good Faith Deposit, the Breakup Fee and the Expense Reimbursement in specified circumstances), 11.2, 12.2, 12.3, 12.4, 13.1, 13.4, 13.5, 13.6, 13.8, and 13.9 shall survive any termination hereof pursuant to Section 12.1.

12.3. Expenses. Except as otherwise set forth expressly herein (including but not limited to the Expense Reimbursement provided for in Section 7.4(c)(i)), all costs and expenses incurred in connection with this Agreement or the Transactions shall be paid by the Party incurring such cost or expense.

12.4. Exclusive Remedies. Effective as of Closing, Purchaser waives irrevocably any rights and Claims Purchaser may have against Sellers, whether in Law or in equity, relating to (a) any breach of a representation, warranty, covenant or agreement contained herein and occurring on or prior to the Closing, or (b) the Purchased Assets, the Assumed Liabilities or the Business. Purchaser and Sellers acknowledge and agree that if this Agreement is terminated pursuant to Section 12.1, the provisions of Section 12.2 and this Section 12.4 set forth the sole and exclusive remedies of the Parties.

13. Miscellaneous.

13.1. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

if to Purchaser, to:

Landry's, LLC
1510 W. Loop South
Houston, Texas 77027

Attention: General Counsel
Email: sscheinthal@ldry.com

with a copy to (which shall not constitute notice):

Hunton Andrews Kurth, LLP
600 Travis Street
Suite 4200
Houston, Texas 77002
Attn: Mark Arnold and Mark Young
Email: markarnold@huntonak.com and markyoung@huntonak.com

if to Sellers, to:

Houlihan's Restaurants, Inc.
8700 State Line Rd., Suite 100
Leawood, KS 66206
Attention: Cynthia Dillard Parres
Email: cparres@houlihans.com

with copies to (which shall not constitute notice):

Landis Rath & Cobb LLP
919 Market St., Suite 1800
P.O. Box 2087
Wilmington, DE 19899
Attention: Adam Landis
landis@lrclaw.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

13.2. Waivers. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative.

13.3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective designees, successors and assigns; provided, however, that Sellers may not assign, delegate or otherwise transfer any of their rights or obligations under this Agreement without the written consent of the Purchaser; and provided, further, that Purchaser may assign all or any portion of its rights hereunder to one or more Persons without the consent of Sellers, provided that Purchaser shall remain liable to Sellers for any obligations hereunder that are assumed by any such assignees or designees.

13.4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

13.5. Jurisdiction.

(a) Prior to the closing of the Bankruptcy Cases, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions shall be brought exclusively in the Bankruptcy Court, and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.1 shall be deemed effective service of process on such Party.

(b) After the closing of the Bankruptcy Cases, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions may be brought in any court having subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.1 shall be deemed effective service of process on such Party.

13.6. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

13.7. No Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder.

13.8. Entire Agreement; Amendments; Counterparts. This Agreement (including the Schedules and Exhibits hereto) and the Confidentiality Agreement set forth the entire agreement among the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Purchaser and Sellers. This Agreement may be executed in counterparts, each of which when taken together shall constitute an original. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

13.9. Headings, Interpretation. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

13.10. Affiliate Acquisitions. Notwithstanding anything to the contrary contained in this Agreement, Purchaser may elect to have any or all of the Purchased Assets conveyed or transferred to, or any or all of the Assumed Obligations assumed by, one or more of its Affiliates as may be designated by Purchaser from time to time prior to the Closing.

13.11. Disclosure Schedules. The Parties acknowledge and agree that (i) the Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of Purchaser and (ii) the disclosure by Sellers of any matter in the Schedules shall not be deemed to constitute an acknowledgment by Sellers that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Schedule discloses an item or information, the matter shall be deemed to have been disclosed in all other Schedules for which such information is reasonably apparent, notwithstanding the omission of an appropriate cross-reference to such other Schedules.

13.12. Stock Sale. Notwithstanding any provisions of this Agreement to the contrary, if Purchaser so elects in a written notice to Sellers, Sellers shall, prior to the Closing Date, transfer and assign all or a portion of the Purchased Assets to one or more newly formed direct or indirect Subsidiaries of Sellers (“Newco” or “Newcos”) in exchange for all issued and outstanding stock of Newco (“Newco Stock”). If Purchaser elects, in accordance with the terms of the first sentence of this Section 13.12, to cause Sellers to transfer any Purchased Assets to one or more Newcos, at the Closing, Sellers shall sell, transfer, and assign all of the Newco Stock to Purchaser in full satisfaction of the obligations of Sellers to sell, transfer, and assign the Purchased Assets conveyed to the Newcos that are to be sold to Purchaser in accordance with this Agreement (in each case free and clear of any and all liens (as defined in Section 101(37) of the Bankruptcy Code), claims (as defined in Section 101(5) of the Bankruptcy Code, including, without limitation, claims for successor liability under any theory of Law or equity), Interests, or Liens, in each case pursuant to Section 363(f) of the Bankruptcy Code, whether arising prior to or subsequent to the Petition Date). If Purchaser elects to cause Sellers to cause all or a portion of the Purchased Assets to be transferred to the Newcos in accordance with the first sentence of this Section 13.12, Purchaser and Sellers shall enter into such amendments to this Agreement as shall be necessary to effectuate the sale of Newco Stock to Purchaser and all Newco Stock held by Sellers shall be

deemed to constitute a part of the Purchased Assets. Except as provided in Section 8.2, Purchaser shall indemnify and hold Sellers and their bankruptcy estates harmless from (i) any additional Transfer Taxes arising out of any transfer or assignment of Purchased Assets to the Newcos and (ii) the excess of (A) any income, gains, profits or similar Taxes arising out of or related to any transfer, assignment or contribution of Purchased Assets to the Newcos plus (B) any income, gains profits or similar Taxes (including any additional Taxes Sellers are required to pay resulting from the Internal Revenue Service's denial of any loss claimed by Sellers upon the contribution of Purchased Assets to the Newcos or upon a sale of the Newco Stock) arising out of or related to the sale of Newco Stock to Purchaser over the amount of such Taxes that would be payable if Purchaser acquired the Purchased Assets (and assumed liabilities) directly from Seller. In the event of a sale of Newco Stock to Purchaser, the Purchase Price allocable to the Purchased Assets and liabilities assumed by Purchaser in accordance with Section 2.6(a) shall be allocated among the Purchased Assets held by the Newcos that acquired hereunder in accordance with the provisions of Section 2.6(b). The Purchaser shall reimburse Sellers up to \$30,000 for all actual reasonable costs and expenses (including reasonable documented legal fees and expenses) associated with the transactions contemplated by this Section 13.12.

13.13. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any other document executed or delivered in connection with this Agreement, and notwithstanding the fact that any party to any such transaction document may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Persons that are expressly parties to this Agreement will have any obligation thereunder and that it has no rights of recovery thereunder against, and no recourse thereunder or in respect of any oral representations made or alleged to be made in connection therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, representative, co-owner or equity holder of any Party (or any of their successors or permitted assignees) (other than a Party) (each, a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, Contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other Law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under any document governing the Transactions or the transaction contemplated thereby, under any documents or instruments delivered contemporaneously therewith, in respect of any oral representations made or alleged to be made in connection therewith, or for any claim (whether in tort, Contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

[Signature pages follow.]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LANDRY'S, LLC

By: [Signature]
Name: Steven L. Scheinberg
Title: EVJ + GC

HOULIHAN'S RESTAURANTS, INC.

By: _____
Name: Matthew R. Manning
Title: Chief Restructuring Officer

HRI HOLDING CORP.

By: _____
Name: Matthew R. Manning
Title: Chief Restructuring Officer

HDJG CORP.

By: _____
Name: Matthew R. Manning
Title: Chief Restructuring Officer

RED STEER, INC.

By: _____
Name: Matthew R. Manning
Title: Chief Restructuring Officer

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LANDRY'S, LLC

By: _____

Name: _____

Title: _____

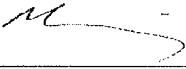
HOULIHAN'S RESTAURANTS, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


HRI HOLDING CORP.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HDJG CORP.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

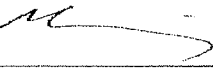
RED STEER, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

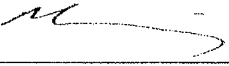
SAM WILSON'S/KANSAS, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

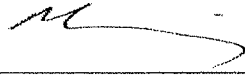
DARRYL'S OF ST. LOUIS COUNTY, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


DARRYL'S OF OVERLAND PARK, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

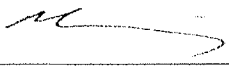
HOULIHAN'S OF OHIO, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


HRI O'FALLON, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

ALGONQUIN HOULIHAN'S RESTAURANT, L.L.C.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


GENEVA HOULIHAN'S RESTAURANT, L.L.C.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HANLEY STATION HOULIHAN'S RESTAURANT, LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOULIHAN'S TEXAS HOLDINGS, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


HOULIHAN'S RESTAURANTS OF TEXAS, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

JGIL MILL OP LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


JGIL MILLBURN, LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


JGIL MILBURN OP LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

JGIL, LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

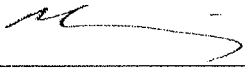
JGIL HOLDING CORP.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

JGIL OMAHA, LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP NJ NY, LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP FARMINGDALE LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP CHERRY HILL LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

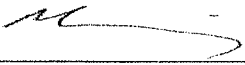
HOP PARAMUS LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


HOP LAWRENCEVILLE LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP BRICK LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP SECAUCUS LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

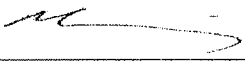
HOP HEIGHTS LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer


HOP BAYONNE LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP FAIRFIELD LLC

By: 

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP RAMSEY LLC

By: 

Name: Matthew R. Manning

Title: Chief Restructuring Officer


HOP BRIDGEWATER LLC

By: 

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP PARSIPPANY LLC

By: 

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP WESTBURY LLC

By: 

Name: Matthew R. Manning

Title: Chief Restructuring Officer

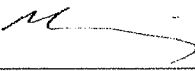
HOP WEEHAWKEN LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

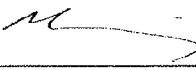
HOP NEW BRUNSWICK LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOP HOLMDEL LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

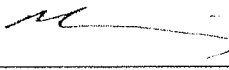
HOP WOODBRIDGE LLC

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

HOULIHAN'S OF CHESTERFIELD, INC.

By:  _____

Name: Matthew R. Manning

Title: Chief Restructuring Officer

EXECUTION COPY

ANNEX 1

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

EXECUTION COPY

EXHIBIT A
MANAGEMENT AGREEMENT

[TO BE PROVIDED]

EXECUTION COPY

EXHIBIT B

BILL OF SALE

[TO BE PROVIDED]

DISCLOSURE SCHEDULE
TO THE
ASSET PURCHASE AGREEMENT
BY AND BETWEEN
LANDRY'S, LLC
AND
HOULIHAN'S RESTAURANTS, INC.
AND ALL OTHER SELLERS IDENTIFIED ON ANNEX 1

November 13, 2019

INTRODUCTION

The disclosures set forth in this Disclosure Schedule (this “Disclosure Schedule”) are made and given pursuant to the Asset Purchase Agreement (the “Agreement”), dated as of November 13, 2019, by and between Landry’s, LLC, a Delaware limited liability company (together with its permitted successors, designees and assigns, “Purchaser”), on the one hand, and Houlihan’s Restaurants, Inc. (a Virginia corporation) and all of the entities identified on Annex 1 attached to the Agreement (each a “Seller” and, collectively, “Sellers” or “HRI”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The specific disclosures set forth in this Disclosure Schedule are organized to correspond to a specific section reference in the Agreement to which the qualifying and correspondingly numbered disclosure relates. This Disclosure Schedule is subject to the terms and conditions set forth in the Agreement, as well as the following:

1. Any information provided in this Disclosure Schedule does not constitute an admission by Sellers that such information is “material” as that term is used in the Agreement. Also, matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected herein, and such additional matters are included for information purposes.
2. The fact that any disclosure in any section of this Disclosure Schedule is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure in any section of this Disclosure Schedule would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty contained in the Agreement or to establish a standard of disclosure in respect of any representation or warranty.
3. Headings have been inserted for each section of this Disclosure Schedule for convenience of reference only, shall not have, to any extent, the effect of amending or changing the express description of the corresponding numbered sections of the Agreement, and shall not be considered in construing or interpreting any section of this Disclosure Schedule.
4. The information provided in this Disclosure Schedule is being provided solely for the purpose of making the required disclosures to Seller and Buyer under the Agreement. In disclosing this information, the Seller expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.
5. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, and nothing in this Disclosure Schedule shall constitute an admission of any liability or

obligation of the Sellers to any third party or shall confer or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

6. The disclosure of an item in one section of this Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the applicability of such disclosure to such other representations and warranties is reasonably apparent on the face of the disclosure.
7. Any reference to a Contract contained in this Disclosure Schedule shall be deemed to include all amendments, modifications, supplements, extensions, renewals, assignments, easements, restatements, purchase orders, sales orders, schedules, exhibits or other similar documents related to such Contract.

This preamble is expressly made part of this Disclosure Schedule.

Schedule 1.1(mm) – Leased Real Property

Location Number	Location Name	Location Address	Location TypeID	Debtor Entity	Guarantor	Lessor	Lessor Address
2	Support Center	8700 State Line Road, Suite 100, Leawood, KS 66206	Office	Houlihan's Restaurants Inc	None	96-OP PROP LLC	4520 Main Street Suite 1000, Kansas City, MO 64111
70	HOP/Lansing	5732 W Saginaw Hwy , Lansing, MI 48917-2457	Restaurant	Houlihan's Restaurants Inc		Rouse Properties	1114 Avenue of the Americas Ste 2800, New York, NY 10036-7703
87	Bristol/Creve Coeur	11801 Olive Blvd , Creve Coeur, MO 63141-6717	Restaurant	Houlihan's Restaurants Inc		CAPARCO THREE INC & DP OLIVE BLVD LLC	11901 Olive Blvd , Creve Coeur, MO 63141
87	Bristol/Creve Coeur	11801 Olive Blvd , Creve Coeur, MO 63141-6717	Parking	Houlihan's Restaurants Inc		First Bank	c/o Capitol Land Company 11850 Studt Ave, St. Louis, MO 63141
96	Devon/Philadelphia	225 S 18TH ST , Philadelphia, PA 19103-6141	Restaurant	Houlihan's Restaurants Inc		ALLAN DOMB REAL ESTATE	c/o Allan Domb Real Estate 1845 Walnut St Ste 2200, Philadelphia, PA 19103
109	Bristol/Leawood	5400 W 119TH ST , Leawood, KS 66209-1533	Restaurant	Houlihan's Restaurants Inc		GLIMCHER PROPERTIES L.P.	Town Center Plaza LLC 180 E Broad St, Columbus, OH 43215
110	HOP/Leawood	4900 W 119TH ST , Leawood, KS 66209-1523	Restaurant	Sam Wilson's KS	Houlihan's Restaurants, Inc	GLIMCHER PROPERTIES L.P.	Town Center Plaza LLC 180 E Broad St, Columbus, OH 43215
115	HOP/Creve Coeur	1085 N Mason Rd. , Creve Coeur, MO 63141-6309	Restaurant	Darryl's of St Louis County		Brannan Holdings LLC	P.O. Box 1968 , Lake Ozark, MO 65049
117	HOP/Fairview Heights	15 Ludwig Dr, Fairview Heights, IL 62208	Restaurant	Houlihan's Restaurants Inc.		R.E. Meyer Companies, LLC	300 Chesterfield Center Suite 190, Chesterfield, MO 63017
123	HOP/Wheaton	321 Rice Lake SQ , Wheaton, IL 60187-2195	Restaurant	Houlihan's Restaurants, Inc.		RICE LAKE SQUARE LP	Two Mid America Plaza, 3rd Floor , Oakbrook Terrace, IL 60181
148	HOP/Fairway	2820 W 53RD ST , Fairway, KS 66205-1706	Restaurant	Sam Wilson's KS	Houlihan's Restaurants, Inc	FAIRWAY RESTAURANT GROUP, LLC	c/o Block and Company 605 W. 47th Street, Kansas City, MO 64112
150	HOP/Pittsburgh Galleria	1500 Washington Rd Space #1210, Pittsburgh, PA 15228-1652	Restaurant	Houlihan's Restaurants Inc		CONTINENTAL/GALLERIA LP	C/O Continental Real Estate Companies 150 E. Broad Street, Suite 800, Columbus, OH 43215
153	Devon/Chicago	39 E. Chicago Avenue , Chicago, IL 60611-2024	Restaurant	Houlihan's Restaurants Inc		747 NORTH WABASH AVE APTS INVESTORS LLC	c/o McCaffery Interests 737 N Michigan Ave, Ste 2050, Chicago, IL 60611

Location Number	Location Name	Location Address	Location TypeID	Debtor Entity	Guarantor	Lessor	Lessor Address
156	HOP/Lee's Summit	625 NW Murray Road , Lees Summit, MO 64081-1203	Restaurant	Houlihan's Restaurants Inc		LEE's SUMMIT INV-98 LLC	4240 Blue Ridge Blvd 9th FL, Ste 900, Kansas City, MO 64133
157	HOP/Geneva	1322 Commons Drive , Geneva, IL 60134-3988	Restaurant	Geneva Houlihan's Restaurant LLC	Houlihan's Restaurants, Inc	LASALLE PROPERTY FUND REIT, INC	One Parkview Plaza 9th Floor, Oakbrook Terrace, IL 60181
160	HOP/San Antonio Stone Oak	14601 North Interstate Highway 35, Schertz, TX 78154	Restaurant	Houlihan's Restaurants Inc.		M2G NET LEASE FUNDING, LTD.	250 W Nottingham Dr San Antonio, TX 78209
161	HOP/Algonquin	1508 S. Randall Rd. , Algonquin, IL 60102- 5920	Restaurant	Algonquin Houlihan's Restaurants LLC	Houlihan's Restaurants, Inc	Rolf Pillar	c/o Jay Erens, Foley & Lardner LLP 321 N Clark St, Ste 2800, Chicago, IL 60654-5313
162	Bristol/Kansas City	51 East 14th Street , Kansas City, MO 64106-2918	Restaurant	Houlihan's Restaurants Inc		KC LIVE BLK 139 RETAIL,LLC	c/o The Cordish Company 601 E Pratt St, 6th FL, Baltimore, MD 20202
163	HOP/Brentwood	1221 Strassner Drive , Brentwood, MO 63144- 1875	Restaurant	Hanley Station LLC	Houlihan's Restaurants, Inc	BESTAR, LLC	PO Box 8323 , St. Louis, MO 63132
164	Devon/Milwaukee	5715 N. Bayshore Drive , Glendale, WI 53217- 4518	Restaurant	Houlihan's Restaurants Inc		BAYSHORE SHOPPING CENTER PROPERTY OWNER LLC	8343 Douglas Ave Ste 200, Dallas, TX 75225
165	HOP/Orland Park	16153 La Grange Road , Orland Park, IL 60462	Restaurant	Houlihan's Restaurants Inc		ORLAND PARK INVESTMEN TS, LLC	9305 S Madison St , Burr Ridge, IL 60527
166	HOP/Prestonwood	5225 Belt Line Road, Suite 220 , Dallas, TX 75254-1436	Restaurant	Houlihan's Restaurants Inc		INVENTRUST PROPERTIES CORP	c/o InvenTrust Property Management LLC 3025 Highland Parkway, Suite 350, Downers Grove, IL 60515
167	HOP/Park Ridge	550 W. Touhy Avenue Building C1, Park Ridge, IL 60068-4276	Restaurant	Houlihan's Restaurants Inc		PHILLIPS EDISON-ARC SHOPPING CTR OP PARTNERSHI P, LP	11501 Northlake Drive , Cincinnati, OH 45249
169	HOP/Olathe	16411 West 119th Street Gateway Retail Center, Olathe, KS 66061-7782	Restaurant	Sam Wilson's KS	Houlihan's Restaurants, Inc	MAEBURG II LLC	250 E 96th St Ste 580, Indianapolis, IN 46240
170	HOP/Naperville	2860 Showplace Drive Naperville Crossing, Naperville, IL 60564- 5058	Restaurant	Houlihan's Restaurants Inc		Naperville Crossings Station LLC	11501 Northlake Drive , Cincinnati, OH 45249
171	HOP/Garland	660 Town Center Blvd , Garland, TX 75040- 2980	Restaurant	Houlihan's Restaurants Inc		Simon Property Group (Texas), LP	c/o Simon Property Group Inc 225 W Washington St, Indianapolis, IN 46204

Location Number	Location Name	Location Address	Location TypeID	Debtor Entity	Guarantor	Lessor	Lessor Address
172	HOP/Arlington	401 E Interstate 20, Arlington, TX 76018	sublease	Houlihan's Restaurants Inc		CPT - Arlington Highlands 2, LP; c/o AEW Capital Management, LP	Two Seaport Lane 16th Floor, Boston, MA 02210-2021
173	HOP/Cranberry Township	20406 Route 19 , Cranberry Twp, PA 16066	Restaurant	Houlihan's Restaurants Inc		DIV CRANBERRY LLC	Attn: Carey Kann, GM 149 W Bridge St, Homestead, PA 15120
174	HOP/Live Oak	14601 IH 35 North , Selma, TX 78154-3357	Restaurant	Houlihan's Restaurants Inc		SWQ 35/FORUM, LTD	3102 Maple Ave Ste 350, Dallas, TX 75201
175	HOP/Noblesville	14065 Town Center Blvd. Hamilton Town Center, Noblesville, IN 46060-2247	Restaurant	Houlihan's Restaurants Inc		HAMILTON TC, LLC	225 W Washington St , Indianapolis, IN 46204-3438
178	HOP/Park North	702 Northwest Loop 410, San Antonio, TX 78216	sublease	Houlihan's Restaurants Inc		PN Plaza investments LP	3600 Capital of TX Hwy Building B Suite 250 Audtin TX 78746
179	Devon Miami	11715 Sherri Lane , Miami, FL 33183-4830	Restaurant	Houlihan's Restaurants Inc		WEINGARTE N NOSTAT, INC	Property Management Office 8268 Mills Dr, Miami, FL 33183
180	Devon Oakbrook	17W400 22nd Street , Oakbrook Terrace, IL 60181-4401	Restaurant	Houlihan's Restaurants Inc	HRI Holding Corp	JRC INVESTMENTS, LLC	2 Mid America Plaza Ste 722, Oakbrook Terrace, IL 60181
181	HOP/Grand Rapids	1968 Breton Road SE , Grand Rapids, MI 49506	Restaurant	Houlihan's Restaurants Inc		Breton Village LLC	50 Louis St. N.W. Suite 600, Grand Rapids, MI 49503
182	HOP/Columbus	3150 Tremont Rd , Upper Arlington, OH 43221	Restaurant	Houlihan's Restaurants Inc	HRI Holding Corp	ECHO KINGSDALE, LLC	560 Epsilon Dr , Pittsburgh, PA 15238
183	HOP/Overland Park	11851 W. 95th St , Overland Park, KS 66214	Restaurant	Assignor: Houlihan's Restaurants Inc Assignee: Sam Wilson's Kansas Inc	HRI Holding Corp (as signed)	CBL-T-C, LLC	PO Box 531791 , Atlanta, GA 30353
185	HOP/Fort Worth	9365 Rain Lily Trail , Fort Worth, TX 76177	Restaurant	Houlihan's Restaurants of Texas	HRI Holding Corp	ATC Investors	c/o Trademark Property Company 970 Garden Park Drive, Allen, TX 75013
186	HOP/Rogers	2203 S Promenade Blvd, Rogers, AR 72758	Restaurant	Houlihan's Restaurants Inc.		ROGERS RETAIL, LLC	110 N Wacker Dr , Chicago, IL 60606
187	HOP/Westlake	25651 Detroit Rd , Westlake, OH 44145-2415	Restaurant	Houlihan's Restaurants Inc		DETROIT COLUMBIA PROPERTIES LLC	950 Main Ave Ste 200, Cleveland, OH 44113
188	HOP/Strongsville	2 South Park Center , Strongsville, OH 44136-9316	Restaurant	Houlihan's Restaurants Inc		SOUTHPARK MALL, LLC	500 Southpark Center , Strongsville, OH 44136

Location Number	Location Name	Location Address	Location TypeID	Debtor Entity	Guarantor	Lessor	Lessor Address
220	HOP/Bayonne	151 LeFante Way , Bayonne, NJ 07002-5022	Restaurant	HOP Bayonne LLC		South Cove Development L.L.C.	82 East 2nd St PO Box 1009, Bayonne NJ, 07002
221	HOP/Brick	491 Route 70 East , Brick, NJ 08723-4049	Restaurant	HOP Brick LLC		JSM At Brick LLC	Edgewood Properties Corp Headquarters 1260 Stelton Rd Att: Shoshana M, Piscataway NJ, 08854-5282
222	HOP/Bridgewater	1288 Route US Highway 22 East , Bridgewater, NJ 08807-2911	Restaurant	HOP Bridgewater LLC		BRIDGEWATER REALTY LLC	429 Market Street , Saddle Brook, NJ, 07663
222	HOP/Bridgewater	1288 Route US Highway 22 East , Bridgewater, NJ 08807-2911	Parking	HOP Bridgewater LLC		BRIDGEWATER REALTY LLC	429 Market Street , Saddle Brook, NJ, 07663
223	HOP/Cherry Hill	2050 Route 70 West , Cherry Hill, NJ 08002-2766	Restaurant	HOP Cherry Hill LLC		Cherry Hill Retail Partners	c/o Edgewood Properties, Inc. 1260 Stelton Road, Piscataway, NJ, 08854
224	HOP/Fairfield	645 Us Highway 46 , Fairfield, NJ 07004-1556	Restaurant	HOP Fairfield LLC		FAIRFIELD LAND I LLC	429 Market Street , Saddle Brook, NJ, 07663
225	HOP/Farmingdale	923 Broad Hollow Road Route 110 , Farmingdale, NY 11735	Restaurant	HOP Farmingdale LLC		Main & Elm LLC	500 Old Country Road S-200 , Garden City, NY, 11530
226	HOP/Hasbrouck Heights	5 State Rt 17 , Hasbrouck Heights, NJ 07604-2801	Restaurant	HOP Heights LLC		Hirschman Realty Management LLC	Agent for Cardino Realty, LLC 40 Eisenhower Drive Suite 206, Paramus, NJ, 07652
227	HOP/Holmdel	2136 State Route 35 , Holmdel, NJ 07733-1002	Restaurant	HOP Holmdel LLC		Holmdel Commons, LLC	P.O. Box 6203 , Hicksville, NY, 11802-6203
228	HOP/New Brunswick	55 Us-1 , New Brunswick, NJ 08901-0000	Restaurant	HOP New Brunswick LLC		Sears Holdings Corporation	12670 Collections Drive , Chicago, IL, 60693
229	HOP/Paramus	65 Route 4 West , Paramus, NJ 07652	Restaurant	HOP Paramus LLC		Thirty-Five Plaza Associates LLC	332 Route 4 East, South Lobby , Paramus, NJ, 07652
230	HOP/Parsippany	1735 US Route 46 East , Parsippany, NJ 07054	Restaurant	HOP Parsippany LLC		Killala LLC	204 Miller Ave , Clark, NJ, 07066
231	HOP/Princeton	3371 Brunswick Pike - Route 1 , Lawrenceville, NJ 08648	Restaurant	HOP Lawrenceville LLC	HOP NJ NY, LLC	Federal Realty Investment Trust	PO Box 8500-9320 , Philadelphia PA, 19178-9320
232	HOP/Ramsey	706 State Rt 17 , Ramsey, NJ 07446-1603	Restaurant	HOP Ramsey LLC		Patricia Settineri	31 Home Port Way , Westport, NY, 12993
232	HOP/Ramsey	706 State Rt 17 , Ramsey, NJ 07446-1603	Parking	HOP Ramsey LLC		Patricia Settineri	31 Home Port Way , Westport, NY, 12993

Location Number	Location Name	Location Address	Location TypeID	Debtor Entity	Guarantor	Lessor	Lessor Address
233	HOP/Secaucus	700 Plaza Dr , Secaucus, NJ 07094-3604	Restaurant	HOP Secaucus LLC		Harmon Meadow Owner LLC	975 US Hwy 22 W PO Box 326, Plainfield, NJ, 07061
234	HOP/Weehawken	1200 Harbor Blvd, Weehawken, NJ 07086	Restaurant	HOP Weehawken LLC		The Hartz Group, Inc	P.O. Box 35251 , Newark, NJ,
234	HOP/Weehawken	1200 Harbor Blvd, Weehawken, NJ 07086	Other	HOP Weehawken LLC		The Hartz Group, Inc	P.O. Box 35251 , Newark, NJ,
235	HOP/Westbury	725 Merrick Avenue , Westbury, NY 11590-6608	Restaurant	HOP Westbury LLC		Clemcla Realty Corp.	640 Johnson Ave., Ste. 102 Att: S. Spooner, Bohemia, NY, 00716
236	HOP/Woodbridge	65 Route 1 South , Woodbridge/Metuchen, NJ 08840	Restaurant	HOP Woodbridge LLC		Kellywood LLC	222 Grand Avenue , Englewood, NJ, 07631
823	J Gilbert's/McLean	6930 Old Dominion Dr , McLean, VA 22101-3816	Restaurant	Houlihan's Restaurants Inc		FOUNDATION OF FOOD PROCESSING SUPPLIES ASSOCIATION	c/o McLean Properties LLC PO Box 7765, McLean, VA 22106
823	J Gilbert's/McLean	6930 Old Dominion Dr , McLean, VA 22101-3816	Parking	Houlihan's Restaurants Inc		International Assoc of Food Industry Suppliers	1451 Dolley Madison Blvd , McLean, VA 22101-3850
824	J Gilbert's/Worthington	1 E Campus View Blvd , Columbus, OH 43235-5691	Restaurant	Houlihan's Restaurants Inc		AUTO OWNERS INSURANCE COMPANY	6101 Anacapri Blvd PO Box 30660, Lansing, MI 48909
825	J Gilbert's/Overland Park	8901 Metcalf Ave , Overland Park, KS 66212-1402	Restaurant	Darryl's of Overland Park, Inc	Houlihan's Restaurants, Inc.(initial term)	Arbor Development LLC	9744 N Conant Ave , Kansas Ctiy, MO 64153
826	J Gilbert's/Glastonbury	185 Glastonbury Blvd , Glastonbury, CT 06033-4420	Restaurant	Houlihan's Restaurants Inc		Glastonbury MZL LLC	c/o Katz Properties 254 W 31st St, 4th FL, New York, NY 10001
828	J Gilbert's/West County	17A W COUNTY CTR, SUITE A102 , Des Peres, MO 63131-3730	Restaurant	Houlihan's Restaurants Inc	HRI Holding Corp	CBL-T-C, LLC	Lockbox 74045 5575 Venture Dr, Unit A, Parma, OH 44130
829	J Gilbert's/Omaha	1010 Capitol Ave, Omaha, NE 68102	Restaurant	J Gil Omaha LLC	Houlihan's Restaurants, Inc (initial term)	Capitol District Hotel, LLC	SHAMROCK DEVELOPMENT 1111 N 13TH STREET SUITE 101, OMAHA, NE 68102
830	J Gilbert's/Millburn	8901 Metcalf Ave, Overland Park, KS 66212	Restaurant	J Gil Millburn, LLC	Houlihan's Restaurants Inc	GISELLE BROWN REALTY LLC	247 Raritan Ave, Highland Park, NJ 08904

Schedule 2.1(a) – Assigned Contracts




Schedule is subject to update by Purchaser pursuant to Section 7.5 of the Agreement.





Schedule 2.1(b) – Store-level cash

Location Number	Location Address1	Location Address2	Ending Balance
070	5732 W Saginaw Hwy	Lansing MI, 48917-2457	3,100.00
087	11801 Olive Blvd	Creve Coeur MO, 63141-6717	5,400.00
096	225 S 18TH ST	Philadelphia PA, 19103-6141	4,500.00
109	5400 W 119TH ST	Leawood KS, 66209-1533	8,000.00
110	4900 W 119TH ST	Leawood KS, 66209-1523	3,400.00
115	1085 N Mason Rd.	Creve Coeur MO, 63141-6309	2,500.00
123	321 Rice Lake SQ	Wheaton IL, 60187-2195	2,800.00
148	2820 W 53RD ST	Fairway KS, 66205-1706	4,500.00
150	1500 Washington Rd Space #1210	Pittsburgh PA, 15228-1652	2,250.00
153	39 E. Chicago Avenue	Chicago IL, 60611-2024	4,000.00
156	625 NW Murray Road	Lees Summit MO, 64081-1203	2,500.00
157	1322 Commons Drive	Geneva IL, 60134-3988	4,000.00
161	1508 S. Randall Rd.	Algonquin IL, 60102-5920	3,600.00
162	51 East 14th Street	Kansas City MO, 64106-2918	5,000.00
163	1221 Strassner Drive	Brentwood MO, 63144-1875	3,000.00
164	5715 N. Bayshore Drive	Glendale WI, 53217-4518	5,000.00
165	16153 La Grange Road	Orland Park IL, 60462	2,000.00
166	5225 Belt Line Road, Suite 220	Dallas TX, 75254-1436	2,700.00
167	550 W. Touhy Avenue Building C1	Park Ridge IL, 60068-4276	3,500.00
169	16411 West 119th Street Gateway Retail Center	Olathe KS, 66061-7782	5,000.00
170	2860 Showplace Drive Naperville Crossing	Naperville IL, 60564-5058	6,000.00
171	660 Town Center Blvd	Garland TX, 75040-2980	2,500.00
173	20406 Route 19	Cranberry Twp PA, 16066	3,500.00
174	14601 IH 35 North	Selma TX, 78154-3357	2,000.00
175	14065 Town Center Blvd. Hamilton Town Center	Noblesville IN, 46060-2247	3,500.00
179	11715 Sherri Lane	Miami FL, 33183-4830	6,000.00
180	17W400 22nd Street	Oakbrook Terrace IL, 60181- 4401	4,000.00
181	1968 Breton Road SE	Grand Rapids MI, 49506	3,800.00
182	3150 Tremont Rd	Upper Arlington OH, 43221	3,000.00
183	11851 W. 95th St	Overland Park KS, 66214	4,000.00
185	9365 Rain Lily Trail	Fort Worth TX, 76177	3,500.00
187	25651 Detroit Rd	Westlake OH, 44145-2415	2,600.00
188	2 South Park Center	Strongsville OH, 44136-9316	2,500.00
220	151 LeFante Way	Bayonne NJ, 07002-5022	5,500.00
221	491 Route 70 East	Brick NJ, 08723-4049	6,500.00
222	1288 Route US Highway 22 East	Bridgewater NJ, 08807-2911	5,500.00
223	2050 Route 70 West	Cherry Hill NJ, 08002-2766	5,000.00

Location Number	Location Address1	Location Address2	Ending Balance
224	645 Us Highway 46	Fairfield NJ, 07004-1556	5,000.00
225	923 Broad Hollow Road Route 110	Farmingdale NY, 11735	6,500.00
226	5 State Rt 17	Hasbrouck Heights NJ, 07604-2801	5,000.00
227	2136 State Route 35	Holmdel NJ, 07733-1002	6,500.00
228	55 Us-1	New Brunswick NJ, 08901-0000	5,500.50
229	65 Route 4 West	Paramus NJ, 07652	6,500.00
230	1735 US Route 46 East	Parsippany NJ, 07054	5,000.00
231	3371 Brunswick Pike - Route 1	Lawrenceville NJ, 08648	5,000.00
232	706 State Rt 17	Ramsey NJ, 07446-1603	6,500.00
233	700 Plaza Dr	Secaucus NJ, 07094-3604	5,400.00
235	725 Merrick Avenue	Westbury NY, 11590-6608	6,500.00
236	65 Route 1 South	Woodbridge/Metuchen NJ, 08840	6,500.00
823	6930 Old Dominion Dr	McLean VA, 22101-3816	7,000.00
824	1 E Campus View Blvd	Columbus OH, 43235-5691	6,000.00
825	8901 Metcalf Ave	Overland Park KS, 66212-1402	4,000.00
826	185 Glastonbury Blvd	Glastonbury CT, 06033-4420	1,850.00
828	17A W COUNTY CTR, SUITE A102	Des Peres MO, 63131-3730	5,000.00
829	1010 Capital Avenue	Omaha NE, 68102	4,000.00

Schedule 2.1(j) – Intellectual Property Rights

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
BRAXTON SEAFOOD GRILL	08-Jan-2002	2527341	Registered	42*	Restaurant services	U.S.	
BRAXTON SEAFOOD GRILL AND DESIGN	14-Nov-1989	1566527	Registered	42*	Restaurant services	U.S.	
CALIFORNIA MASHERS	31-Jan-2006	3056361	Registered	29	Prepared cauliflower-based entree	U.S.	
DEVON	04-Apr-2006	3076726	Registered	43	Restaurant and bar services	U.S.	
DEVON BAR & GRILL	01-Oct-1985	1363864	Registered	42*	Restaurant services	U.S.	
DEVON SEAFOOD + STEAK	11-Dec-2012	4257782	Registered	43	Restaurant and bar services	U.S.	
DEVON SEAFOOD GRILL	04-Apr-2006	3076728	Registered	43	Restaurant and bar services	U.S.	
FEED YOUR LIFESTYLE	30-Dec-2014	4663763	Registered	43	Restaurant services	U.S.	
FOODY CALL	09-July-2013	4362660	Registered	43	Restaurant services	U.S.	
H (STYLIZED)	31-Aug-1999	2274633	Registered	43	Restaurant and bar services	U.S.	
H (STYLIZED)	10-Jan-2006	3040743	Registered	43	Restaurant services, bar services, take-out restaurant services	U.S.	
H LIST	08-Aug-2006	3127861	Registered	43	Restaurant services, bar services	U.S.	
H-LISTED	11-Dec-2012	4257260	Registered	41, 42	(Int'l Class: 41) Entertainment services in the nature of presenting live musical performances; providing a website that gives users information about musical performers (Int'l Class: 42) Providing a website portal that allows users to purchase downloadable music	U.S.	
HOULI	01-Nov-2005	3011726	Registered	43	Restaurant and bar services	U.S.	
HOULIHAN'S	10-May-1994	1835780	Registered	42*	Restaurant and bar services	U.S.	
HOULIHAN'S	26-Nov-1996	2018664	Registered	29, 30	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables; prepared appetizers consisting primarily of meat, fish, poultry or vegetables;	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
					soups, garden salads, vegetable salads (Int'l Class: 30) Prepared entrees consisting primarily of pasta; sandwiches; desserts, namely cheesecake, pies, brownies, and cakes		
HOULIHAN'S (STYLIZED)	12-Oct-1999	2285522	Registered	42*	Restaurant and bar services	U.S.	
HOULIHAN'S OLD PLACE	12-Oct-1976	1050344	Registered	42*	Restaurant services	U.S.	
HOULIHAN'S OLD PLACE AND DESIGN	05-Feb-1980	1130582	Registered	42*	Restaurant services	U.S.	
HOULIHAN'S RESTAURANT + BAR & Design	25-Dec-2007	3358755	Registered	43	Restaurant and bar services	U.S.	HOULIHAN'S RESTAURANT + BAR
J. GILBERT'S	20-Jan-1998	2129750	Registered	42*	Restaurant services	U.S.	
J. GILBERT'S WOOD-FIRED STEAKS & SEAFOOD	04-March-2014	4490859	Registered	43	Restaurant and bar services; catering services		
JG (STYLIZED)	02-Sep-2003	2758669	Registered	43	Restaurant and bar services	U.S.	
JG J. GILBERT'S WOOD-FIRED STEAKS AND DESIGN	29-Oct-1996	2011988	Registered	43	Restaurant services	U.S.	
LIVE FULL	07-Aug-2007	3276715	Registered	43	Restaurant and bar services	U.S.	
NLINE	09-Aug-2005	2983852	Registered	09	Computer software for food and beverage costing and inventory management	U.S.	
PLATE IT FORWARD	30-Sept-2014	86410445	Pending	36, 43	(036) - Charitable fundraising services by means of sharing proceeds from sale of food and drink at restaurants with not-for-profit organizations (043) - Restaurant and bar services	U.S.	
THE SINK	15-July-2014	4568568	Registered	42	Providing a website featuring online non-downloadable	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
					software for use in personnel scheduling management in the restaurant industries		
THE OYSTER BAR AT DEVON SEAFOOD GRILL	20-Jan-2015	86508148	Pending	43	Restaurant and bar services	U.S.	
HOULIHAN'S	04-May-2007	686926	Registered	N/A	Restaurant and bar services	Canada	
HOULIHAN'S	15-August-1996	85346	Registered	42*	Restaurant, bar and café services	Dominican Republic	
HOULIHAN'S	24-August-1998	0139741	Registered	42*	Restaurant, bar and café services	Europe	
HOULIHAN'S	06-August-1998	584619	Registered	42*	Restaurant, bar and café services	Mexico	
MAKE ROOM FOR TRUMAN	13-August-2019	5836136	Registered	42*	Restaurant, bar and café services	U.S.	
MAKE SLOW COOKING COOL AGAIN	16-January-2019	Pending	Registered	42*	Restaurant, bar and café services	U.S.	
MRFT (& DESIGN)	13-August-2019	5836138	Registered	42*	Restaurant, bar and café services	U.S.	
MRFT MAKE ROOM FOR TRUMAN KITCHEN SOCIAL BAR (& DESIGN)	13-August-2019	5826137	Registered	42*	Restaurant, bar and café services	U.S.	

Schedule 2.1(k) – Vehicles

None.

Schedule 2.2(r) – Other Excluded Assets

Liquor License for closed Algonquin, IL restaurant

Liquor License for closed Brentwood, MO restaurant

Liquor License for closed Devon Bernadin Chicago, IL restaurant

Liquor License for closed Orland Park, IL restaurant

Liquor License for closed Devon Milwaukee, WI restaurant

Liquor License for closed Strongsville, OH restaurant

Liquor License for closed Lansing, MI restaurant

Liquor License for closed Fairview Heights, IL

Liquor License for closed Rogers, AR restaurant

Liquor License for closed Lawrenceville-Princeton restaurant

Liquor license for closed Castleton Square Indiana restaurant

Liquor license for closed Mall of Robinson restaurant

Liquor License for closed San Antonio Loop restaurant

Liquor License for closed Weehawken restaurant

Any and all Liquor Licenses related to a restaurant that is not a Continuing Restaurant

2.3(l) – Employee Consulting Agreement Amounts

Consultant Name	Amount
[REDACTED]	\$225,000
[REDACTED]	\$65,000
[REDACTED]	\$77,496
[REDACTED]	\$58,750
[REDACTED]	\$54,371
[REDACTED]	\$49,998
[REDACTED]	\$46,250
[REDACTED]	\$43,750
[REDACTED]	\$38,750
[REDACTED]	\$19,087
[REDACTED]	\$14,025

Form Non-Solicitation Provisions

Non-Solicitation of Employees. Consultant covenants and agrees that during the term of this Consulting Agreement and for a period of twenty four (24) months following the expiration or earlier termination of the Consulting Agreement, Consultant shall not directly or indirectly:

- i. Make known to any third party the names and addresses of any of the employees or former employees of any member of HRI, or any other information pertaining to those employees; or
- ii. Approach or solicit any current employee or former employee that has been terminated for less than three (3) months or independent contractor of any member of HRI with a view towards enticing such person to leave the employ or service of any member of HRI, or hire or contract with any current employee or former employee that has been terminated for less than three (3) months or independent contractor of any member of HRI, without the prior written consent of Landry's, such consent to be within Landry's sole and absolute discretion.

Non-Solicitation of Customers. Consultant further covenants and agrees that during the term of this Consulting Agreement and for one year following the expiration or earlier termination of the Consulting Agreement, Consultant shall not directly or indirectly:

- i. Approach, call on, solicit, induce to leave and/or take away, or attempt to call on, solicit, induce to leave and/or take away, any of the customers of any member of HRI, either for Consultant's own account or for any third party;
- ii. Call on, solicit and/or take away, any potential or prospective customer of any member of HRI, on whom the Consultant called or with whom Consultant became acquainted during employment by any member of HRI or during the term of this Consulting Agreement, either for Consultant's own account or for any third party.

2.3(o) – KERP Participants

Participant's Name	Participant's Position	KERP Amount
[REDACTED]	[REDACTED]	\$8,479
[REDACTED]	[REDACTED]	12,750
[REDACTED]	[REDACTED]	13,500
[REDACTED]	[REDACTED]	7,500
[REDACTED]	[REDACTED]	13,083
[REDACTED]	[REDACTED]	9,442
[REDACTED]	[REDACTED]	6,500
[REDACTED]	[REDACTED]	4,157
[REDACTED]	[REDACTED]	11,675
[REDACTED]	[REDACTED]	4,269
[REDACTED]	[REDACTED]	4,381
[REDACTED]	[REDACTED]	6,708
[REDACTED]	[REDACTED]	9,350
[REDACTED]	[REDACTED]	12,725
[REDACTED]	[REDACTED]	6,537
[REDACTED]	[REDACTED]	8,333
[REDACTED]	[REDACTED]	6,867
[REDACTED]	[REDACTED]	8,750
[REDACTED]	[REDACTED]	11,667
[REDACTED]	[REDACTED]	9,167
[REDACTED]	[REDACTED]	10,891
[REDACTED]	[REDACTED]	9,583
[REDACTED]	[REDACTED]	10,944
[REDACTED]	[REDACTED]	13,752
[REDACTED]	[REDACTED]	8,846
[REDACTED]	[REDACTED]	9,167
[REDACTED]	[REDACTED]	6,365
[REDACTED]	[REDACTED]	6,667

Form Non-Solicitation Provisions

Non-Solicitation of Employees. Employee covenants and agrees that during their employment and for a period of twenty four (24) months following the termination of their employment, Employee shall not directly or indirectly:

- i. Make known to any third party the names and addresses of any of the employees or former employees of any member of HRI, or any other information pertaining to those employees; or
- ii. Approach or solicit any current employee or former employee that has been terminated for less than three (3) months or independent contractor of any member of HRI with a view towards enticing such person to leave the employ or service of any member of HRI, or hire or contract with any current employee or former employee that has been terminated for less than three (3) months or independent contractor of any member of HRI, without the prior written consent of Landry’s, such consent to be within Landry’s sole and absolute discretion.

Non-Solicitation of Customers. Employee further covenants and agrees that during their employment and for one year following the expiration of employment, Employee shall not directly or indirectly:

- i. Approach, call on, solicit, induce to leave and/or take away, or attempt to call on, solicit, induce to leave and/or take away, any of the customers of any member of HRI, either for Consultant's own account or for any third party;
- ii. Call on, solicit and/or take away, any potential or prospective customer of any member of HRI, on whom the Employee called or with whom Employee became acquainted during employment by any member of HRI, either for Employee's own account or for any third party.

Schedule 3.3 – Government Authorization

State and local liquor control authorities in the following States:

- Connecticut
- Florida
- Illinois
- Indiana
- Kansas
- Michigan
- Missouri
- Nebraska
- New Jersey
- New York
- Ohio
- Pennsylvania
- Texas
- Virginia

Section 3.5 - Required Consents

Tip Reporting Alternative Commitment with Department of Treasury- Internal Revenue Service dated July 24, 1996.

Master Distribution Agreement between Sysco Metro NY, LLC and Houlihan's Restaurants, Inc. dated September 1, 2018

Master Services Agreement between US Foods and Houlihan's Restaurants, Inc. dated May 30, 2017, as amended from time to time

New Jersey Department of Law and Public Safety Division of Alcoholic Beverage Control consent required for liquor license transfer for Bayonne restaurant.

Schedule 3.6 – Litigation

September 11, 2018 Letter from New Jersey Department of Law and Public Safety Division of Alcoholic Beverage Control to HOP Bayonne LLC, by and through HOP Bayonne's counsel Douglas Sherman, stating that the Bayonne liquor license transfer approval is contingent upon removal of Landlord's attempted security interest in the liquor license for a reversionary purchase and rights.

HOP Weehawken LLC v. Hartz Mountain and 1200 Harbor Boulevard, LLC – suit for declaration judgment regarding liquor license and lease pending in Hudson County Superior Court, Jersey City, NJ.

Clemcla Realty Corp. and HOP Westbury, LLC d/b/a Houlihan's vs. Beechwood Jericho Building Corp and Beechwood Merrick, LLC - Suit for injunctive relief and declaratory judgment re easement violation and irreparable harm to business pending before the Supreme Court of the State of New York, County of Nassau Index No. 610236/2019.

1200 Harbor Boulevard, LLC v. HOP Weehawken, LLC – judgment for possession pending before Superior Court of New Jersey Hudson County Law Division Special Civil Part Landlord/Tenant.

Hamilton Town Center, LLC v. Houlihan's Restaurants, Inc. – possession complaint pending before Superior Court of Hamilton County, IN.

Kellywood, LLC v. HOP Woodbridge, LLC – action for non-payment of rent pending before Superior Ct of New Jersey Law Division Special Civil Part Middlesex County.

DIV Cranberry LLC v. Houlihan's Restaurants, Inc. – recovery of real property hearing pending before Commonwealth of Pennsylvania County of Butler.

Federal Realty Investment Trust v. HOP Lawrenceville, LLC dba Houlihan's – removal action pending before the Superior Court of New Jersey Law Division, Special Civil Part Mercer County.

Weingarten Realty Investors v. Houlihan's Restaurant, Inc. dba Devon Seafood Grill – removal action in the County Court for Miami-Dade County, FL.

Schedule 3.7 – Permits

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
001 - Support Center	8700 State Line Road, Suite 100	Leawood	KS	66206	Business License	City of Leawood	OL.011573
070 - HOP/Lansing	5732 W Saginaw Hwy	Lansing	MI	48917	Food Service License	Barry-Eaton Dist. Health	SFE0823004609
087 - SEA/Creve Coeur	11801 Olive Blvd	Creve Coeur	MO	63141	County/Local Business License	St Louis County	B009638A
087 - SEA/Creve Coeur	11801 Olive Blvd	Creve Coeur	MO	63141	Health/Food Service Permit	St Louis County Dept of Health	530
087 - SEA/Creve Coeur	11801 Olive Blvd	Creve Coeur	MO	63141	Local/City Business License	City of Creve Coeur	b0096368a
096 - SEA/Philadelphia	225 S. 18th Street	Philadelphia	PA	19103	Food Preparing and Serving	City of Philadelphia License Unit	3E+05
096 - SEA/Philadelphia	225 S. 18th Street	Philadelphia	PA	19103	Sidewalk Café	City of Philadelphia License Unit	542460
096 - SEA/Philadelphia	225 S. 18th Street	Philadelphia	PA	19103	Sales Tax Registration	Pennsylvania Dept of Revenue	2969842
096 - SEA/Philadelphia	225 S. 18th Street	Philadelphia	PA	19103	Security Permit	City of Philadelphia - Dept of Finance	A224957

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
109 - SEA/Leawood	5400 West 119th Street	Leawood	KS	66209	Health/Food Service Permit	KS Dept of Health - Environment	13399
109 - SEA/Leawood	5400 West 119th Street	Leawood	KS	66209	Grease Permit	Johnson County Wastewater	0022874724
109 - SEA/Leawood	5400 West 119th Street	Leawood	KS	66209	Certificate of Use/Occupancy	City of Leawood	OL.009440
110 - HOP/Leawood	4900 West 119th Street	Leawood	KS	66209	Alarm/Fire Safety Permit	City of Leawood	2717
110 - HOP/Leawood	4900 West 119th Street	Leawood	KS	66209	Health/Food Service Permit	KS Dept of Agriculture	6520
110 - HOP/Leawood	4900 West 119th Street	Leawood	KS	66209	Environmental Permit	Johnson County Wastewater	16-0139
110 - HOP/Leawood	4900 West 119th Street	Leawood	KS	66209	Certificate of Use/Occupancy	City of Leawood	OL.005228
115 - HOP/Creve Coeur	1085 North Mason Road	Creve Coeur	MO	63141	Business License	City of Creve Coeur	329-2018
115 - HOP/Creve Coeur	1085 North Mason Road	Creve Coeur	MO	63141	Health Permit	St. Louis County Dept of Public Health	FA0000443
115 - HOP/Creve Coeur	1085 North Mason Road	Creve Coeur	MO	63141	Kitchen Exhaust	St. Louis County Dept of Public Works	19MPM-10937 19MPM-10936
123 - HOP/Wheaton	321 Rice Lake Square	Wheaton	IL	60187	Business Operation Permit	City of Wheaton	3E+05

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
123 - HOP/Wheaton	321 Rice Lake Square	Wheaton	IL	60187	DuPage County Health Dept	DuPage County Health Dept	FA0001063
123 - HOP/Wheaton	321 Rice Lake Square	Wheaton	IL	60187	Sales Tax Registration	IL Department of Revenue	2425-3758
123 - HOP/Wheaton	321 Rice Lake Square	Wheaton	IL	60187	Boiler Permit	State of Illinois Boiler Division	B0101545, B0120654, B0120655
148 - HOP/Fairway	2820 West 53rd Street	Fairway	KS	66205	Health/Food Service Permit	KS Dept of Agriculture	7906
148 - HOP/Fairway	2820 West 53rd Street	Fairway	KS	66205	Environmental Permit	Johnson County Wastewater	16-0140
148 - HOP/Fairway	2820 West 53rd Street	Fairway	KS	66205	Local/City Business License	City of Fairway	20040034
149 - SEA/O Fallon	2314 Technology Drive	O'Fallon	MO	63368	Local/City Business License	City of O'Fallon	3848
149 - SEA/O Fallon	2314 Technology Drive	O'Fallon	MO	63368	County/Local Business License	St. Charles County Government	10936
149 - SEA/O Fallon	2314 Technology Drive	O'Fallon	MO	63368	Health/Food Service Permit	St. Charles County Dept of Health	3851
150 - HOP/Pittsburgh	1500 Washington Road, Space 1210	Pittsburgh	PA	15228	Open Flame / Candle Permit	Mt. Lebanon Fire Department	14001874

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
150 - HOP/Pittsburgh	1500 Washington Road, Space 1210	Pittsburgh	PA	15228	Place of Assembly	Mt. Lebanon Fire Department	14001873
150 - HOP/Pittsburgh	1500 Washington Road, Space 1210	Pittsburgh	PA	15228	Private Alarm Permit	Mt. Lebanon Fire Department	15000089
150 - HOP/Pittsburgh	1500 Washington Road, Space 1210	Pittsburgh	PA	15228	Health/Food Service Permit	Allegheny County Health Department	200505190001
150 - HOP/Pittsburgh	1500 Washington Road, Space 1210	Pittsburgh	PA	15228	Sales Tax Registration	Pennsylvania Dept of Revenue	2969842
153 - SEA/Chicago	39 East Chicago Avenue	Chicago	IL	60611	Sign Permit	Chicago Department of Revenue	06-005205
153 - SEA/Chicago	39 East Chicago Avenue	Chicago	IL	60611	Awning /Public Way License	City of Chicago/Dept of Finance	298146 AWN
153 - SEA/Chicago	39 East Chicago Avenue	Chicago	IL	60611	Retail Food Establishment	City of Chicago	3E+05
153 - SEA/Chicago	39 East Chicago Avenue	Chicago	IL	60611	Sales Tax Registration	IL Dept of Revenue	2425-3758
156 - HOP/Lees Summit	625 NW Murray Road	Lee's Summit	MO	64081	Alarm/Fire Safety Permit	City of Lee's Summit Mo.	200636372
156 - HOP/Lees Summit	625 NW Murray Road	Lee's Summit	MO	64081	Health/Food Service Permit	Jackson County Environmental Health	0006562

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
156 - HOP/Lee's Summit	625 NW Murray Road	Lee's Summit	MO	64081	Local/City Business License	City of Lee's Summit Mo.	LC900142645
157 - HOP/Geneva	1322 Commons Drive	Geneva	IL	60134	Health Permit	Kane County Health Dept	13-0317
157 - HOP/Geneva	1322 Commons Drive	Geneva	IL	60134	Sales Tax Registration	IL Dept of Revenue	3668-8517
161 - HOP/Algonquin	1508 S. Randall Road	Algonquin	IL	60102	Health Permit	Kane County Health Dept	02-0023
161 - HOP/Algonquin	1508 S. Randall Road	Algonquin	IL	60102	Sales Tax Registration	IL Dept of Revenue	36688460
162 - BRS/Kansas City	51 E. 14th Street Block 139	Kansas City	MO	64109	Open Flame / Candle Permit	City of Kansas City Mo	31280
162 - SEA/Kansas City	51 E. 14th Street Block 139	Kansas City	MO	64109	Health/Food Service Permit	City of Kansas City Mo	2020 103722
162 - SEA/Kansas City	51 E. 14th Street Block 139	Kansas City	MO	64109	Catering Permit	City of Kansas City Mo	2020 800092
163 - HOP/Brentwood	1221 Strassner Drive	Brentwood	MO	63144	Local/City Business License	City of Brentwood	1411
163 - HOP/Brentwood	1221 Strassner Drive	Brentwood	MO	63144	St. Louis County Health	St. Louis County Dept of Health	AR0002775
164 - SEA/Glendale	5715 Bayshore Drive	Glendale	WI	53217	Health/Food Service Permit	City of Glendale	14-068
164 - SEA/Glendale	5715 Bayshore Drive	Glendale	WI	53217	North Shore Environmental	North Shore Environmental	MEBH-82QU6K

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
165 - HOP/Orland Park	16153 La Grange Road	Orland Park	IL	60462	Cook County Dept of Environmental	Cook County Dept of Environmental	010188-001-005
165 - HOP/Orland Park	16153 La Grange Road	Orland Park	IL	60462	Business Operation Permit	Village of Orland Park	BL-15-16113
165 - HOP/Orland Park	16153 La Grange Road	Orland Park	IL	60462	Sales Tax Registration	IL Dept of Revenue	24253758
166 - Hop/Dallas-Prestonwood	5225 Belt Line Road, Suite 220	Dallas	TX	75254	Health/Food Service Permit	City of Dallas	AR0012000
166 - Hop/Dallas-Prestonwood	5225 Belt Line Road, Suite 220	Dallas	TX	75254	Alarm Permit	Central Square Technologies	6E+05
167 - HOP/Park Ridge	550 W. Touhy Ave C1	Park Ridge	IL	60068	Business License	City of Park Ridge	696162
167 - HOP/Park Ridge	550 W. Touhy Ave C1	Park Ridge	IL	60068	Patio License	City of Park Ridge	n/a
167 - HOP/Park Ridge	550 W. Touhy Ave C1	Park Ridge	IL	60068	Equipment	Cook County	1E+07
167 - HOP/Park Ridge	550 W. Touhy Ave C1	Park Ridge	IL	60068	Sales Tax Registration	IL Dept of Revenue	24253758
169 - HOP/Olathe	16411 West 119th Street	Olathe	KS	66061	Health/Food Service Permit	KS Dept of Agriculture	9093
170 - HOP/Naperville	2860 Showplace Drive	Naperville	IL	60540	Health/Food Service Permit	Will County Health Department	ow0003789
170 - HOP/Naperville	2860 Showplace Drive	Naperville	IL	60540	Sales Tax Registration	Illinois Department of Revenue	2425-3758

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
171 - HOP/Garland	660 Town Center Blvd	Garland	TX	75040	Fire Marshal	Garland Fire Marshal	10572
171 - HOP/Garland	660 Town Center Blvd	Garland	TX	75040	Health/Food Service Permit	city of Garland	IN0014754
171 - HOP/Garland	660 Town Center Blvd	Garland	TX	75040	Alarm Permit	city of Garland	n/a
173 - HOP/Cranberry	20406 Route 19	Cranberry	PA	16066	Business Privilege	Berkheimer	1E+05
173 - HOP/Cranberry	20406 Route 19	Cranberry	PA	16066	Food License	Commonwealth of PA	76400
173 - HOP/Cranberry	20406 Route 19	Cranberry	PA	16066	Sales Tax Registration	Pennsylvania Detent of Revenue	2969842
174 - HOP/San Antonio-Live Oak	14601 IH 35 North	Selma	TX	78154	Health/Food Service Permit	City of live Oak	2E+06
175 - HOP/Noblesville	14065 Town Center Blvd	Noblesville	IN	46060	Health/Food Service Permit	Hamilton County Health Dept	1494
175 - HOP/Noblesville	14065 Town Center Blvd	Noblesville	IN	46060	Register Retail Merchant Certificate	Indiana Department of Revenue	5E+06
179 - DEV/Miami	11715 Sherri Lane	Miami	FL	33183	FOG permit	Miami-Dade DERM	GDO-009797-2019/2019
179 - DEV/Miami	11715 Sherri Lane	Miami	FL	33183	Life Safety Permit	Miami-Dade Fire Rescue	13120-00139
179 - DEV/Miami	11715 Sherri Lane	Miami	FL	33183	Business Tax	Miami-Dade County Tax Collector	7084973

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
179 - DEV/Miami	11715 Sherri Lane	Miami	FL	33183	Hotel/Business License	State of Florida	2E+06
179 - DEV/Miami	11715 Sherri Lane	Miami	FL	33183	Food License	State of Florida	SEA2333509
180 - SEA/Oakbrook Terrace	17W400 22nd Street	Oakbrook Terrace	IL	60181	Business License	City of Oakbrook Terrace	001604
180 - SEA/Oakbrook Terrace	17W400 22nd Street	Oakbrook Terrace	IL	60181	Business Operation Permit	Flagg creek water reclamation	18792
180 - SEA/Oakbrook Terrace	17W400 22nd Street	Oakbrook Terrace	IL	60181	DuPage County Health Dept	DuPage County Health Dept	AR0002999
180 - SEA/Oakbrook Terrace	17W400 22nd Street	Oakbrook Terrace	IL	60181	Sales Tax Registration	IL Dept of Revenue	2425-3758
181 - HOP/Grand Rapids	1968 Breton Rd. SE	Grand Rapids	MI	49506	Business Operation Permit	Michigan Department of Agriculture	Food Service License
182 - HOP/Upper Arlington	3150 Tremont Road	Upper Arlington	OH	43221	Food Service Operation	Franklin County Public Health	NFRY-9C36ED
183 - HOP/Overland Park	11851 W 95th St	Overland Park	KS	66214	Health/Food Service Permit	KS Dept of Agriculture	16456
183 - HOP/Overland Park	11851 W 95th St	Overland Park	KS	66214	Grease Permit	Johnson County Wastewater	16-0138
183 - HOP/Overland Park	11851 W 95th St	Overland Park	KS	66214	Health/Food Service Permit	City of Overland Park	RST2013-00067

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
185 - HOP/Fort Worth	9365 Rain Lily Trail	Fort Worth	TX	76177	Grease Trap renewal	Fort worth Water Dept	2823
185 - HOP/Fort Worth	9365 Rain Lily Trail	Fort Worth	TX	76177	Health/Food Service Permit	Code Compliance	2E+06
187 - HOP/Westlake	25651 Detroit Rd	Westlake	OH	44145	Elevator Certificate	Department of Commerce - State of Ohio	EL35018
187 - HOP/Westlake	25651 Detroit Rd	Westlake	OH	44145	Food Permit	Ohio food services	MJAE_AFQLT
188 - HOP/Strongsville	2 South Park Center	Strongsville	OH	44136	Food Permit	Ohio food services	MJAE-AFQR59
220 - HOP/Bayonne	151 LeFante Way	Bayonne	NJ	07002	Registration Fee	State corporate Commission	S717456-0
220 - HOP/Bayonne	151 LeFante Way	Bayonne	NJ	07002	Fire Permit	State of New Jersey, Dept of Community Affairs	901067477000101
220 - HOP/Bayonne	151 LeFante Way	Bayonne	NJ	07002	Health License	City of Bayonne-Dept of Municipal Serv-Division of Health	n/a
221 - HOP/Brick	491 Route 70 East	Brick	NJ	08723	Tourist License	Township of Brick	0198
221 - HOP/Brick	491 Route 70 East	Brick	NJ	08723	Registration Fee	State corporate Commission	S717444-6

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
221 - HOP/Brick	491 Route 70 East	Brick	NJ	08723	Food License	Township of Brick	0039
222 - Hop/Bridgewater	1288 Route US Highway 22 East	Bridgewater	NJ	08807	Registration Fee	State corporate Commission	S717447-9
222 - Hop/Bridgewater	1288 Route US Highway 22 East	Bridgewater	NJ	08807	Food License	Bridgewater Township Health Dept	108-20
223 - Hop/Cherry Hill	2050 Route 70 West	Cherry Hill	NJ	08002	Registration Fee	State corporate Commission	S717448-7
223 - Hop/Cherry Hill	2050 Route 70 West	Cherry Hill	NJ	08002	Retail/Wholesale Food License	Township of Cherry Hill, Dept of Health & Welfare	n/a
223 - Hop/Cherry Hill	2050 Route 70 West	Cherry Hill	NJ	08002	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	3E+07
224 - Hop/Fairfield	645 Us Highway 46	Fairfield	NJ	07004	Registration Fee	State corporate Commission	S717450-3
224 - Hop/Fairfield	645 Us Highway 46	Fairfield	NJ	07004	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	3E+07
224 - Hop/Fairfield	645 Us Highway 46	Fairfield	NJ	07004	Food & Milk License	Township of West Caldwell	n/a

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
225 - Hop/Farmingdale	923 Broad Hollow Road Route 110	Farmingdale	NY	11735	Registration Fee	State corporate Commission	S717451-1
225 - Hop/Farmingdale	923 Broad Hollow Road Route 110	Farmingdale	NY	11735	Public Assembly License	Division of Fire Prevention, Town of Babylon	7442/10
225 - Hop/Farmingdale	923 Broad Hollow Road Route 110	Farmingdale	NY	11735	Permit to Operate Food Establishment	Suffolk County Dept of Health Services	AR0012474
225 - Hop/Farmingdale	923 Broad Hollow Road Route 110	Farmingdale	NY	11735	Sign Renewal	Town of Babylon	2004-469
226 - Hop/Hasbrouck Hts	5 State Rt 17	Hasbrouck Heights	NJ	07604	Registration Fee	State corporate Commission	S717454-5
226 - Hop/Hasbrouck Hts	5 State Rt 17	Hasbrouck Heights	NJ	07604	Alarm Permit	Borough of Hasbrouck heights	n/a
226 - Hop/Hasbrouck Hts	5 State Rt 17	Hasbrouck Heights	NJ	07604	Fire Permit	State of New Jersey Department of Community Affairs	0225063871
226 - Hop/Hasbrouck Hts	5 State Rt 17	Hasbrouck Heights	NJ	07604	Food License	Borough of Hasbrouck heights	n/a
227 - Hop/Holmdel	2136 State Route 35	Holmdel	NJ	07733	Registration Fee	State corporate Commission	S717455-2

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
227 - Hop/Holmdel	2136 State Route 35	Holmdel	NJ	07733	Food Handlers License	Township of Holmdel Board of Health	3428
227 - Hop/Holmdel	2136 State Route 35	Holmdel	NJ	07733	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	3E+07
228 - Hop/New Brunswick	55 Us-1	New Brunswick	NJ	08901	Registration Fee	State corporate Commission	S717440-4
228 - Hop/New Brunswick	55 Us-1	New Brunswick	NJ	08901	Food License	City of new Brunswick	RL-19-0309
228 - Hop/New Brunswick	55 Us-1	New Brunswick	NJ	08901	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	o557528
228 - Hop/New Brunswick	55 Us-1	New Brunswick	NJ	08901	Certificate of Occupancy	New Brunswick DVRT	18-0128
229 - Hop/Paramus	65 Route 4 West	Paramus	NJ	07652	Registration Fee	State corporate Commission	S717439-6
229 - Hop/Paramus	65 Route 4 West	Paramus	NJ	07652	Health Permit	Borough of Paramus Health & Human Services	fh-111434

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
229 - Hop/Paramus	65 Route 4 West	Paramus	NJ	07652	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	3E+07
229 - Hop/Paramus	65 Route 4 West	Paramus	NJ	07652	Business License	Borough of Paramus	n/a
230 - Hop/Parsippany	1735 US Route 46 East	Parsippany	NJ	07054	Registration Fee	State corporate Commission	S717438-8
230 - Hop/Parsippany	1735 US Route 46 East	Parsippany	NJ	07054	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	3E+07
230 - Hop/Parsippany	1735 US Route 46 East	Parsippany	NJ	07054	Retail Food/Health License	Township of Parsippany-Troy Hills	8357
231 - Hop/Princeton	3371 Brunswick Pike - Route 1	Lawrenceville	NJ	08648	Retail Food Establishment License	Lawrence Township Health Dept	16235
231 - Hop/Princeton	3371 Brunswick Pike - Route 1	Lawrenceville	NJ	08648	Registration Fee	State corporate Commission	S717443-8
231 - Hop/Princeton	3371 Brunswick Pike - Route 1	Lawrenceville	NJ	08648	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	o557525
232 - Hop/Ramsey	706 State Rt 17	Ramsey	NJ	07446	Health Permit	Borough of Ramsey	n/a

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
232 - Hop/Ramsey	706 State Rt 17	Ramsey	NJ	07446	Outdoor Dining	Borough of Ramsey	n/a
232 - Hop/Ramsey	706 State Rt 17	Ramsey	NJ	07446	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	3E+07
232 - Hop/Ramsey	706 State Rt 17	Ramsey	NJ	07446	COO License	Borough of Ramsey	CC018-0115
233 - Hop/Secaucus	700 Plaza Dr	Secaucus	NJ	07094	Registration Fee	State corporate Commission	S717434-7
233 - Hop/Secaucus	700 Plaza Dr	Secaucus	NJ	07094	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	o557525
233 - Hop/Secaucus	700 Plaza Dr	Secaucus	NJ	07094	Alarm Permit	Secaucus Office of Inspections	3E+05
235 - Hop/Westbury	725 Merrick Avenue	Westbury	NY	11590	Registration Fee	State corporate Commission	S717456-0
235 - Hop/Westbury	725 Merrick Avenue	Westbury	NY	11590	Health Permit	Nassau County	065320500
235 - Hop/Westbury	725 Merrick Avenue	Westbury	NY	11590	Alarm Permit	Nassau County	TN224587
235 - Hop/Westbury	725 Merrick Avenue	Westbury	NY	11590	Public Assembly License	Dept of Buildings Public Assembly Division	5710

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
236 - Hop/Woodbridge	65 Route 1 South	Woodbridge	NJ	08840	Registration Fee	State corporate Commission	s717435-4
236 - Hop/Woodbridge	65 Route 1 South	Woodbridge	NJ	08840	Health Permit	Woodbridge Health Department	n/a
236 - Hop/Woodbridge	65 Route 1 South	Woodbridge	NJ	08840	Life Hazard Use Cert	NJ Dept of Comm Affairs/Bureau of Fire Code	o557520
823 - JGS/Mclean	6930 Old Dominion Drive	McLean	VA	22101	Health/Food Service Permit	County of Fairfax	9862
823 - JGS/Mclean	6930 Old Dominion Drive	McLean	VA	22101	County/Local Business License	County of Fairfax	000-04-5563
823 - JGS/Mclean	6930 Old Dominion Drive	McLean	VA	22101	Fire Prevention Permit	County of Fairfax	L33146
824 - JGS/Columbus	One E. Campus View Blvd	Worthington	OH	43235	Alarm User License	City of Columbus	CW6456
824 - JGS/Columbus	One E. Campus View Blvd	Worthington	OH	43235	Health/Food Service Permit	Columbus Health Dept	PR0004543/P T0004597
824 - JGS/Columbus	One E. Campus View Blvd	Worthington	OH	43235	Fire Prevention Permit	City of Columbus	15-018906-01
825 - JGS/Overland Park	8901 Metcalf Avenue	Overland Park	KS	66212	Grease Permit	Johnson County Wastewater	22879798
825 - JGS/Overland Park	8901 Metcalf Avenue	Overland Park	KS	66212	Health/Food Service Permit	KS Dept of Health - Environment	2976

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
825 - JGS/Overland Park	8901 Metcalf Avenue	Overland Park	KS	66212	Health/Food Service Permit	City of Overland Park	RST1995-00052
825 - JGS/Overland Park	8901 Metcalf Avenue	Overland Park	KS	66212	Boiler Permit	Kansas Dept. of Labor	KS56863H/KS56864H
825 - JGS/Overland Park	8901 Metcalf Avenue	Overland Park	KS	66212	Alarm/Fire Safety Permit	Overland Park FARP	10435
826 - JGS/Glastonbury	185 Glastonbury Blvd.	Glastonbury	CT	06033	Food Service License	Town of Glastonbury	F-99
826 - JGS/Glastonbury	185 Glastonbury Blvd.	Glastonbury	CT	06033	Business Operation Permit	Town of Glastonbury	17860
826 - JGS/Glastonbury	185 Glastonbury Blvd.	Glastonbury	CT	06033	Alarm/Fire Safety Permit	Glastonbury Police Department	PD123
828 - JGS/Des Peres	17A W County Center	Des Peres	MO	63131	Health/Food Service Permit	St. Louis County Health Dept	FP27791
828 - JGS/Des Peres	17A W County Center	Des Peres	MO	63131	County/Local Business License	St. Louis County	B00437317
828 - JGS/Des Peres	17A W County Center	Des Peres	MO	63131	Kitchen Exhaust	St Louis Department of Public Works	19MPM-26334/19MPM-26335
828 - JGS/Des Peres	17A W County Center	Des Peres	MO	63131	Local/City Business License	City of Des Peres	DP 0852
829 - JGI/Omaha	1010 Capital Avenue	Omaha	NE	68102	City Fire Tech and Liquor License	City of Omaha	PUA-18-00120

Location	Location Address	City	State	Zip Code	License Name	Authority	License #
829 - JGI/Omaha	1010 Capital Avenue	Omaha	NE	68102	Food License	Douglas County Nebraska	1E+05
829 - JGI/Omaha	1010 Capital Avenue	Omaha	NE	68102	Recycling Fee	Nebraska Waste Reduction and Recycling Fee Return	1E+07

In addition, see Schedule 3.8 immediately following this which lists all Liquor Licenses.

Schedule 3.8 – Liquor Licenses**Schedule 3.8 – Liquor Licenses Held**

Location	Licensee	Issue Date	Renewal Due	Exp Date	License Type
45-Houlihan's	Houlihan's Restaurants, Inc.	07/01/2019	03/31/2020	05/31/2020	State
87-Bristol	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	State
87-Bristol	Houlihan's Restaurants, Inc.	07/01/2019	05/31/2020	06/30/2020	City
87-Bristol	Houlihan's Restaurants, Inc.	07/16/2019	09/15/2020	09/30/2020	County
96-Devon	Houlihan's Restaurants, Inc.	11/01/2018	filed/pending	10/31/2019	State
109-Bristol	Sam Wilson's/Kansas, Inc.	03/09/2018	02/26/2020	03/26/2020	City
109-Bristol	Sam Wilson's/Kansas, Inc.	03/27/2018	02/26/2020	03/26/2020	State
110-Houlihans	Sam Wilson's/Kansas, Inc.	02/12/2018	01/11/2020	02/11/2020	City
110-Houlihans	Sam Wilson's/Kansas, Inc.	02/02/2018	01/11/2020	02/11/2020	State
70-Houlihans	Red Steer, Inc.	04/15/2019	03/31/2020	04/30/2020	State
115-Houlihans	Darryl's of St. Louis County, Inc.	10/10/2018	12/15/2019	12/31/2019	County
115-Houlihans	Darryl's of St. Louis County, Inc.	07/01/2019	04/30/2020	06/30/2020	State
115-Houlihans	Darryl's of St. Louis County, Inc.	07/01/2019	05/31/2020	06/30/2020	City
123-Houlihans	Houlihan's Restaurants, Inc.	11/30/2018	11/30/2019	12/31/2019	City
123-Houlihans	Houlihan's Restaurants, Inc.	12/13/2018	12/15/2019	12/31/2019	State
148-Houlihans	Sam Wilson's/Kansas, Inc.	12/10/2018	11/19/2019	12/19/2019	City
148-Houlihans	Sam Wilson's/Kansas, Inc.	12/20/2017	11/19/2019	12/19/2019	State
149-Bristol	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	City
149-Bristol	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	State
149-Bristol	Houlihan's Restaurants, Inc.	07/18/2019	06/30/2020	07/31/2020	County
150-Houlihans	Houlihan's Restaurants, Inc.	06/01/2019	03/31/2020	05/31/2020	State
153-Devon	Houlihan's Restaurants, Inc.	04/19/2019	03/31/2020	04/30/2020	State
153-Devon	Houlihan's Restaurants, Inc.	03/15/2019	01/31/2021	03/15/2021	City
156-Houlihans	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	State
156-Houlihans	Houlihan's Restaurants, Inc.	07/01/2019	05/31/2020	06/30/2020	County
156-Houlihans	Houlihan's Restaurants, Inc.	07/01/2019	05/31/2020	06/30/2020	City
157-Houlihans	Geneva Houlihan's Restaurants LLC	10/16/2018	10/15/2019	10/31/2019	State
157-Houlihans	Geneva Houlihan's Restaurants LLC	05/01/2019	03/31/2020	04/30/2020	City
160-TBD Social	Houlihan's Restaurants of Texas, Inc.	02/23/2019	01/31/2021	02/22/2021	County
160-TBD Social	Houlihan's Restaurants of Texas, Inc.	02/23/2019	01/31/2021	02/22/2021	City
160-TBD Social	Houlihan's Restaurants of Texas, Inc.	02/23/2019	01/31/2021	02/22/2021	State
161-Houlihans	Algonquin Houlihan's Restaurants LLC	03/25/2019	03/15/2020	03/31/2020	State
161-Houlihans	Algonquin Houlihan's Restaurants LLC	05/01/2019	03/31/2020	04/30/2020	City
162-Bristol	Houlihan's Restaurants, Inc.	04/01/2019	02/28/2020	03/31/2020	City
162-Bristol	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	State
163-Houlihans	Houlihan's of Hanley Station, LLC	12/01/2018	11/15/2019	11/30/2019	County

Location	Licensee	Issue Date	Renewal Due	Exp Date	License Type
163-Houlihans	Houlihan's of Hanley Station, LLC	07/01/2019	04/30/2020	06/30/2020	State
163-Houlihans	Houlihan's of Hanley Station, LLC	07/01/2019	05/15/2020	06/30/2020	City
164-Devon	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	City
165-Houlihans	Houlihan's Restaurants, Inc.	10/16/2018	10/15/2019	10/31/2019	State
165-Houlihans	Houlihan's Restaurants, Inc.	01/01/2019	11/30/2019	12/31/2019	City
166-Houlihans	Houlihan's Restaurants of Texas, Inc.	05/16/2019	01/31/2021	02/13/2021	County
166-Houlihans	Houlihan's Restaurants of Texas, Inc.	01/31/2019	01/31/2021	02/13/2021	City
166-Houlihans	Houlihan's Restaurants of Texas, Inc.	02/14/2019	01/31/2021	02/13/2021	State
167-Make Room For Truman	Houlihan's Restaurants, Inc.	12/03/2018	10/31/2019	12/31/2019	City
167-Make Room For Truman	Houlihan's Restaurants, Inc.	05/21/2019	05/15/2020	05/30/2020	State
169-Houlihans	Sam Wilson's/Kansas, Inc.	07/17/2019	05/15/2021	07/09/2021	City
169-Houlihans	Sam Wilson's/Kansas, Inc.	07/10/2019	06/09/2021	07/09/2021	State
170-Houlihans	Houlihan's Restaurants, Inc.	05/01/2019	02/28/2020	04/30/2020	City
170-Houlihans	Houlihan's Restaurants, Inc.	05/20/2019	05/15/2020	05/30/2020	State
171-Houlihans	Houlihan's Restaurants of Texas, Inc.	10/29/2017	10/28/2019	10/28/2019	State
171-Houlihans	Houlihan's Restaurants of Texas, Inc.	03/30/2018	10/28/2019	10/28/2019	County
171-Houlihans	Houlihan's Restaurants of Texas, Inc.	09/17/2018	10/28/2019	10/29/2019	City
173-Houlihans	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	State
174-Houlihans	Houlihan's Restaurants of Texas, Inc.	08/21/2019	08/17/2020	09/17/2020	City
174-Houlihans	Houlihan's Restaurants of Texas, Inc.	08/12/2019	07/11/2021	08/11/2021	State
174-Houlihans	Houlihan's Restaurants of Texas, Inc.	08/12/2019	07/11/2021	08/11/2021	County
175-Houlihans	Houlihan's Restaurants, Inc.	04/17/2019	01/31/2020	05/16/2020	State
176-Houlihans	Houlihan's Restaurants, Inc.	07/17/2019	filed/pending	10/22/2019	State
179-Devon	Houlihan's Restaurants, Inc.	03/25/2019	03/15/2020	03/31/2020	State
180-Devon	Houlihan's Restaurants, Inc.	04/12/2019	03/31/2020	04/30/2020	City
180-Houlihans	Houlihan's Restaurants, Inc.	05/20/2019	05/15/2020	05/31/2020	State
181-Houlihans	Houlihan's Restaurants, Inc.	04/15/2019	03/31/2020	04/30/2020	State
182-Houlihans	Houlihan's of Ohio, Inc.	01/17/2019	01/19/2020	02/01/2020	State
183-Houlihans	Sam Wilson's/Kansas, Inc.	01/22/2018	12/21/2019	01/21/2020	City
183-Houlihans	Sam Wilson's/Kansas, Inc.	01/22/2018	12/21/2019	01/21/2020	State
183-Houlihan's	Sam Wilson's/Kansas, Inc.	01/22/2018	01/01/2024	05/01/2024	City
185-Houlihans	Houlihan's Restaurants of Texas, Inc.	09/24/2018	08/30/2020	09/22/2020	City
185-Houlihans	Houlihan's Restaurants of Texas, Inc.	09/24/2018	08/30/2020	09/23/2020	State
185-Houlihans	Houlihan's Restaurants of Texas, Inc.	09/24/2018	08/30/2020	09/23/2020	County
186-Houlihans	Houlihan's Restaurants, Inc.	01/01/2019	01/31/2020	12/31/2019	City
186-Houlihans	Houlihan's Restaurants, Inc.	07/01/2019	05/31/2020	06/30/2020	State
187-Houlihans	Houlihan's Restaurants, Inc.	09/17/2019	filed/pending	10/17/2019	State
188-Houlihans	Houlihan's Restaurants, Inc.	09/17/2019	filed/pending	10/17/2019	State

Location	Licensee	Issue Date	Renewal Due	Exp Date	License Type
220-Houlihan's	Bayonne Restaurant LLC transfer pending to HOP Bayonne LLC	07/01/2019	04/30/2020	06/30/2020	City/State
221-Houlihan's	HOP Brick LLC	07/01/2019	04/30/2020	06/30/2020	City/State
222-Houlihan's	Bridgewater Restaurant LLC	07/01/2019	04/30/2020	06/30/2020	City/State
223-Houlihan's	HOP Cherry Hill LLC	07/01/2019	04/30/2020	06/30/2020	City/State
224-Houlihan's	Fairfield Restaurant LLC	07/01/2019	04/30/2020	06/30/2020	City/State
225-Houlihan's	HOP Farmingdale LLC	07/03/2018	04/30/2020	06/30/2020	State
226-Houlihan's	HOP Heights LLC	07/01/2019	04/30/2020	06/30/2020	City/State
227-Houlihan's	HOP Holmdel LLC	07/01/2019	04/30/2020	06/30/2020	City/State
228-Houlihan's	HOP New Brunswick LLC	07/01/2019	04/30/2020	06/30/2020	City/State
229-Houlihan's	HOP Paramus LLC	07/01/2019	04/30/2020	06/30/2020	City/State
230-Houlihan's	HOP Parsippany LLC	07/01/2019	04/30/2020	06/30/2020	City/State
231-Houlihan's	HOP Lawrenceville LLC	07/01/2019	04/30/2020	06/30/2020	City/State
232-Houlihan's	HOP Ramsey LLC	07/01/2019	04/30/2020	06/30/2020	City/State
233-Houlihan's	HOP Secaucus LLC	07/01/2019	04/30/2020	06/30/2020	City/State
234-Houlihan's	Weehawken Restaurant LLC transfer pending to HOP Weehawken LLC	07/01/2019	04/30/2020	06/30/2020	City/State
235-Houlihan's	HOP Westbury LLC	07/11/2018	04/30/2020	06/30/2020	State
236-Houlihan's	HOP Woodbridge LLC	07/01/2019	04/30/2020	06/30/2020	City/State
823-J Gilberts	Houlihan's Restaurants, Inc.	02/01/2020	01/31/2020	01/31/2020	County
823-J Gilberts	Houlihan's Restaurants, Inc.	08/01/2019	06/30/2020	07/31/2020	State
824-J Gilberts	Houlihan's Restaurants, Inc.	01/17/2019	01/19/2020	02/01/2020	State
825-J Gilberts	Darryl's of Overland Park, Inc.	01/05/2018	12/04/2019	01/04/2020	City
825-J Gilberts	Darryl's of Overland Park, Inc.	01/05/2018	12/04/2019	01/04/2020	State
826-J Gilberts	Houlihan's Restaurants, Inc.	12/03/2018	11/02/2019	12/02/2019	State
828-J Gilberts	Houlihan's Restaurants, Inc.	07/01/2019	04/30/2020	06/30/2020	State
828-J Gilberts	Houlihan's Restaurants, Inc.	07/01/2019	05/31/2020	06/30/2020	City
828-J Gilberts	Houlihan's Restaurants, Inc.	07/16/2019	09/15/2020	09/30/2020	County
829-J. Gilberts	JGIL Omaha LLC	11/06/2018	filed/pending	10/31/2019	State
830-Houlihan's	JGIL Millburn LLC	07/01/2019	04/30/2020	06/30/2020	City/State

Schedule 3.8(a) – Governmental Liquor License Issues

Location Number	Licensee	Jurisdiction	Date of Violation	Description	Notes
176	Houlihan's Restaurants, Inc.	Indiana Alcohol & Tobacco Commission	03/03/2018	Service to Minor	\$1000 fine paid
157	Geneva Houlihan's Restaurant, LLC	Illinois Liquor Control Commission	06/26/2018	Service to Minor	\$500 fine paid
183	Sam Wilson's Kansas, Inc.	Kansas Alcoholic Beverage Control	08/20/2018	Service to Minor	\$500 fine paid
175	Houlihan's Restaurants, Inc.	Indiana Alcohol & Tobacco Commission	12/13/2018	Service to Minor	\$750 fine paid

Location Number	Licensee	Jurisdiction	Date of Violation	Description	Notes
117	Houlihan's Restaurants, Inc.	Illinois Liquor Control Commission	01/16/2019	Personnel not Bassett Trained	\$100 fine paid
161	Algonquin Houlihan's Restaurant, LLC	Illinois Liquor Control Commission	04/03/2019	Unsanitary Taps	\$50 fine paid
175	Houlihan's Restaurants, Inc.	Indiana Alcoholic Tobacco Commission	03/03/2019	Service to minor	\$750 fine paid
153	Houlihan's Restaurants, Inc.	City of Chicago	07/16/2019	Failure to display license	\$265 fine paid
823	McLean	Virginia ABC	10/12/2019	Service to Minor	\$2500 fine paid

Schedule 3.9(a) – Intellectual Property Rights

See Schedule 2.1(j).

Schedule 3.9(b) – Challenges, Restrictions and Licensed Intellectual Property Rights

Challenges

None.

Restrictions

Trademark Consent Agreement dated September 4, 2014 by Houlihan's Restaurants, Inc. to Braxton Brewing Company, LLC.

Pursuant to a settlement agreement, HRI is not permitted to use the tradename "Bristol" outside of the Kansas City and St. Louis metropolitan areas and St Louis.

Confidential Settlement Agreement between Hammer Press LLC and Houlihan's Restaurants, Inc. dated June 29, 2007 regarding certain artwork in Houlihan's.

"Plate it Forward" trademark subject to use by not for profit organization Equal Health.

Make Room for Truman subject to Cooperation Agreement with Truman's Bar and Grill (sole location Columbia, MO).

Licenses

License Agreement made the 8th day of April 2008, by and between Hershey Entertainment & Resorts Company as Licensee and Houlihan's Restaurants, Inc. as Licensor for the operation by Licensee of a Devon Seafood Grill.

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.

Software License and Support Agreement dated April 23, 2019 by and between Hershey Entertainment & Resorts Company and Houlihan's Restaurants, Inc.

Houlihan's Restaurants, Inc. Software License and Support Agreement dated as of August 29, 2006 by and between Houlihan's Restaurants, Inc. and Hershey Entertainment and Resorts Company.

Addendum to the Agreement Between Hershey Entertainment & Resorts Company and Houlihan's Restaurants, Inc. dated as of August 29, 2006.

Houlihan's Restaurants, Inc. Software License and Support Agreement dated as of April 27, 2009 by and between Houlihan's Restaurants, Inc. and Hershey Entertainment and Resorts Company.

Schedule 3.11 – Environmental Matters

None.

Schedule 3.12(a) – Employee Benefit Plans

1. Houlihan's Restaurants, Inc. Retirement Savings Plan.
2. Blue Cross Blue Shield of Kansas City Group Contract.
3. Guardian Life Insurance Company of America, Dental and Vision.
4. Reliance Standard Life Insurance Company Group Life Insurance.
5. Reliance Standard Life Insurance Company, Group Long Term Disability Policy.
6. Reliance Standard Life Insurance Company, Short Term Disability Policy.
7. Nationwide Life Insurance Company Group Life and Limited Benefit Medical Policy.
8. Houlihan 's Restaurants, Inc. Flexible Benefits Plan.
9. 2019 Support Center Officer and Director Bonus Plan
10. Store Manager Bonus Program
11. Managing Partner Plan
12. Support Center Manager and Staff Bonus Plan
13. Houlihan's and Specialty Corporate Regional Operations Director Bonus Plan
14. HRI National Director, Franchising and Development Bonus Plan
15. Regional Operations Director Bonus Plan
16. Business Associate Agreement dated May 2, 2014 between Houlihan's Restaurants, Inc. as sponsor, and Discovery Benefits, Inc.
17. Other programs and bonus plans set forth in the Employee Manual and Benefits Summaries, including Customary Employee Meal Plans, Vacation and Sick Leave Plans and Policies, Gold Card Program, Tuition Reimbursement Program, and Support Center Gift Card Discount Program.
18. The Executive Nonqualified "Excess" Plan Adoption Agreement dated November 12, 2008, by and between Principal Life Insurance Company and Houlihan' s Restaurants Inc.
19. Prototype Adoption Agreement dated December 8, 2014 between Houlihan's Restaurants, Inc. and The Principal Life Insurance Company.
20. Service and Expense Agreement dated January 1, 2001 between Houlihan's Restaurants, Inc. and The Principal Life Insurance Company.
21. Houlihan's EAP - New Dimensions
22. Nationwide Life Insurance Company Group Life and Limited Benefit Medical
23. See items #1 through 19 on Schedule 4.8(a).
24. A.C.E. Restaurant Group, Inc. Wrap Plan

25. A.C.E. Restaurant Group, Inc. 401(k) Profit Sharing Plan (Plan # 001)
26. Horizon Blue Cross Blue Shield of New Jersey Dental Option Plan (Group # 30-081971)
27. Horizon Blue Cross Blue Shield of New Jersey Omnia Bronze EPO
28. Horizon Blue Cross Blue Shield of New Jersey Omnia Silver EPO
29. Horizon Blue Cross Blue Shield of New Jersey Gold Direct Access FO
30. Horizon Blue Cross Blue Shield of New Jersey Vision Horizon Vista II
31. Horizon Blue Cross Blue Shield of New Jersey Vision Horizon Panorama IV-Alt A
32. Principal Financial Group Life Insurance (Account # 1050858)
33. US Able Life Insurance AD&D (Group # 50020675-001)
34. US Able Life Insurance Group Life Term (Group # 50020675-001)
35. Management Vacation Policy of A.C.E. Restaurant Group, Inc.
36. Aflac Benefit Plans (Aflac Group # JU960)
 - a. Term Life
 - b. Hospital Advantage
 - c. Disability
 - d. Dental
 - e. Accident
 - f. Cancer Care

² The Sellers shall use commercially reasonable efforts to provide (i) the plan documents, summary plan descriptions and summaries of material modifications, (ii) all insurance contracts or other funding agreements that implement such plans and (iii) all material contracts relating to such plans, for all Assumed Plans.

37. Security Mutual Life Insurance Company Short-Term Disability Plan

- a. ACE Restaurant Group, Inc. (Policy Number GNJ0000965-00001)
- b. Heights Restaurant, LLC (Policy Number GNJ0000964-00001)
- c. Ramsey Restaurant, LLC (Policy Number GNJ0000977-00001)
- d. Bridgewater Restaurant, LLC (Policy Number GNJ0000984-00001)
- e. Holmdel Food, LLC (Policy Number GNJ0001000-00001)
- f. New Brunswick Restaurant, LLC (Policy Number GNJ0001016-00001)
- g. Weehawken Restaurant, LLC (Policy Number GNJ0001027-00001)
- h. Secaucus Restaurant, LLC (Policy Number GNJ0001026-00001)
- i. Fairfield Restaurant, LLC (Policy Number GNJ0001028-00001)
- j. Paramus Restaurant, LLC (Policy Number GNJ0001042-00001)
- k. Bayonne Restaurant, LLC (Policy Number GNJ0001050-00001)
- l. Lawrenceville Restaurant, LLC (Policy Number GNJ0001059-00001)
- m. Cherry Hill Restaurant, LLC (Policy Number GNJ0001060-00001)
- n. Brick Food, LLC (Policy Number GNJ0001063-00001)
- o. Woodbridge Restaurant, LLC (Policy Number GNJ0001105-00001)
- p. Parsippany Restaurant, LLC (Policy Number GNJ0001137-00001)

38. Shelter Point Short-Term Disability Benefit Plan

- a. Westbury ACE, LLC (Policy # D206709)
- b. Farmingdale Restaurant, LLC (Policy # D206709)

39. Holiday Pay as set forth in the Employee Handbook

40. Military Leave as set forth in the Employee Handbook

41. Personal Leave as set forth in the Employee Handbook.

42. Employee Discount Program as set forth in the Employee Handbook
43. Merit increases as set forth in the Employee Handbook
44. Family and Medical Leave as set forth in the Employee Handbook.
45. Working Advantage as set forth in the Employee Handbook.
46. Bereavement Pay Policy
47. General Manager Auto Allowance Policy
48. Area Director Auto Allowance Policy
49. General Manager and Kitchen Manager outside dining benefit policy, General Manager
\$75 Monthly, Kitchen Manager \$50 monthly
50. New Brunswick Restaurant, LLC has an employee paid sick leave as per the
municipality policy
51. ACE Bookkeeper Vacation Policy
52. Employee Meal Program
53. ACE Management Bonus Program
54. Upper MGT Bonus Program (Directors)

Schedule 3.12(c) – Outstanding Employee Benefit Plan Contributions

\$188,639.34 in voluntary benefits, major medical, dental, vision, and 401K premiums and payments due as of the date hereof.

Schedule 3.13 – Employee Litigation

None.

Schedule 3.15 – Real Property Disclosures

Eminent Domain

Sellers have received preliminary notification from Texas DOT that Store 174, Live Oak, TX will be subject to partial taking for a highway project

Real Property Leases and Amendments (good faith cure estimates as of 11/13/19 at end)

1. 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.
2. 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.
3. 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, 11146 W 95th Street, Overland Park, KS.
4. Lease between Parsippany Restaurant, LLC and Killala, LLC, dated October 29, 2013, together with all exhibits and attachments thereto. Parsippany Restaurant, 1735 US Route 46 East, Parsippany-Troy Hills, NJ 07712.
 - a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Parsippany Restaurant, LLC and HOP Parsippany LLC.
 - b. First Amendment to Lease by and between Killala, LLC and HOP Parsippany, LLC, dated October 1, 2019.
5. Lease by and between Meadow Park Associates and Penn 4743 Corporation (dba Houlihan's Old Place Restaurant and Bar), dated October 13, 1982, together with all exhibits and attachments thereto. Retail Area R-5, 700 Plaza Drive, Secaucus, NJ 07094
 - a. Assignment and Assumption Agreement by and between Penn 4743 Corp. (Assignor) and Gilbert/Robinson, Inc. (Assignee) and Meadow Park Associates, dated March 4, 1983.
 - b. Agreement of Lease between Hartz Mountain Industries, Inc. and Houlihan's Restaurants, Inc., dated February 1, 1988.
 - c. Letter Agreement by and between Meadow Park Associates and Penn 4743 Corporation, dated October 30, 1997.

- d. Lease Modification Agreement by and between Meadow Park Associates (by Hartz Mountain Industries, Inc., general partner) and Houlihan's Restaurants, Inc. (formerly known as Gilbert/Robinson, Inc.) dated June 22, 1998.
 - e. Lease Modification Agreement by and between Hartz Mountain Industries, Inc. and Houlihan's Restaurants, Inc., dated April 9, 2003,
 - f. Second Lease Modification Agreement by and between Harmon Meadow Plaza, Inc. (as successor in interest to Meadow Park Associates) and Secaucus Restaurant, LLC, dated June 22, 2004.
 - g. Letter Agreement by and between Harmon Meadow Plaza, Inc. and Secaucus Restaurant, LLC, dated May 20, 2008.
 - h. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Secaucus Restaurant, LLC and HOP Secaucas LLC.
6. Ground Lease by and between Mipal Realty Company and Woodbridge Restaurant, LLC, dated April 8, 2010, together with all exhibits and attachments thereto. Woodbridge Restaurant, LLC, 65 State Route 1, Woodbridge, NJ
- a. Lease (December 18, 1992) 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.
 - h. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Woodbridge Restaurant, LLC and HOP Woodbridge LLC.
7. Lease Agreement by and between Daniel/Metcalf Associates Partnership and Darryl's of Overland Park, Inc., dated July 13, 1989, together with all exhibits and attachments thereto.

- a. Memorandum of Lease by Daniel/Metcalf Associates Partnership and Darryl's of Overland Park, Inc., dated February 19, 1990, and recorded in the Johnson County, Kansas official land records in Book 3141 at Page 734.
- b. Lease Amendment Letter by Darryl's of Overland Park, Inc. (Tenant) and Daniel/Metcalf Associates Partnership, dated September 11, 1992.
- c. Tenant Estoppel Certificate by Darryl's of Overland Park, Inc. and Gilbert/Robinson, Inc. to The Prudential Insurance Company of America, dated January 17, 1995.
- d. Tenant Estoppel Certificate by Darryl's of Overland Park, Inc. Mercantile Bank ("Lender") and S & S Real Estate Holding Company, L.C. ("Purchaser"), dated August 20, 1999.
- e. Option to Extend Lease by Darryl's of Overland Park, Inc., to S & S Gateway, LLC, dated September 8, 2009.
- f. Option to Extend Lease by Darryl's of Overland Park, Inc., dba J Gilbert's Wood-Fired Steaks and Seafood to S & S Gateway, LLC, dated September 15, 2014.
- g. Tenant Estoppel from Darryl's of Overland Park, Inc., dated November 11, 2014.
- h. Tenant Estoppel from Darryl's of Overland Park, Inc., dated April 22, 2015.
- i. Consent of Arbor Development, LLC, to merger of HRI Holding Corp ("Parent") with HDJG Merger Corp., subsidiary of HDJG Corp. ("Buyer"); Darryl's of Overland Park, Inc. ("Tenant") will continue, dated December 7, 2015.
- j. Superseding and replacing Lease Agreement between Arbor Development, LLC and Darryl's of Overland Park, Inc. dated October 1, 2019, together with all exhibits and attachments thereto.

8. Building Lease Agreement by Fairway Restaurant Group, LLC and Sam Wilson's/Kansas, Inc., dated November 5, 2002, together with all exhibits and attachments thereto. 2820 W 53rd Street, Fairway, Kansas
 - a. Amendment Agreement between Fairway Restaurant Group, L.L.C. and Sam Wilson's/Kansas, Inc. dated November 14, 2002.
 - b. Memorandum of Lease by and between Fairway Restaurant Group, LLC and Sam Wilson's/Kansas, Inc., dated November 18, 2002, together with all exhibits and attachments thereto.
 - c. Option to Extend Lease by Houlihan's Restaurants, Inc. to Fairway Restaurant Group, LLC, dated April 18, 2012.
 - d. Acknowledgement of Lease Extension by Fairway Restaurant Group, LLC, dated July 30, 2012
9. Lease by and between Jog Realty, L.L.C. and Houlihan's Restaurants, Inc., dated August 18, 1995, together with all exhibits and attachments thereto. 4900 W 119th Street, Leawood, KS
 - a. Memorandum of Lease by and between JOG Realty, L.L.C. and Houlihan's Restaurants, Inc., dated August 17, 1995, and recorded in the Johnson County, Kansas official land records at Book 4657 at Page 826 on August 18, 1995.
 - b. 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 JOG Realty, L.L.C. ("Landlord"), dated February 6, 1996.
 - c. Lease Amendment by and between Sam Wilson's/Kansas, Inc. and JOG Realty, L.L.C., dated July 12, 2005.

- d. Tenant Estoppel by Sam Wilson's/Kansas, Inc., dated February 27, 2007
 - e. Change of Landlord letter from Town Center Plaza, L.L.C. to JDG Realty LLC, dated December 8, 2011.
 - f. Option to Extend by Sam Wilson's/Kansas, Inc. dba Houlihan's dated August 18, 2014.
 - g. Option Exercise Letter to Dave French from Sam Wilson's/Kansas Inc, dba Houlihan's, dated August 27, 2019.
10. Lease by and between Glenborough Properties, LP and Houlihan's Restaurants, Inc., dated May 8, 2003, together with all exhibits and attachments thereto. 8700 Stateline Road, Ste 100, Leawood, KS 66217
- a. Landlord's Subordination Agreement between Glenborough Properties, L.P. in favor of Fleet National Bank, as agent, and Houlihan's Restaurants, Inc., dated May 8, 2003.
 - b. Leasehold Owner's Title Policy, issued by First American Title Insurance Company of Kansas, dated June 9, 2003, in the amount of \$1,172,011.
 - c. Tenant Estoppel Certificate by Houlihan's Restaurants, Inc., dated January 3, 2005.
 - d. First Amendment to Lease by and between 96-OP Prop, L.L.C., successor in interest to Glenborough Properties, L.P. and Houlihan's Restaurants, Inc., dated August 23, 2005.
 - e. Second Amendment to Lease and Agreement for Partial Surrender of Premises, between 96-OP Prop, L.L.C. and Houlihan's Restaurants, Inc., dated July 5, 2010.

- f. Third Amendment to Lease, between 96-OP Prop, L.L.C. and Houlihan's Restaurants, Inc., dated December 3, 2015.

11. 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.
12. Ground Lease by and between Danada Centers, LLC and Gilbert/Robinson, Inc., dated July 14, 1994, together with all exhibits and attachments thereto. Rice Square, Wheaton, IL
- a. Letter change of landlord notice address from Mid-America Asset Management, Inc., agent for Owner of Rice Lake Square dated November 16, 2006; duplicate dated April 4, 2007.
 - b. Letter exercising option to renew lease, by Houlihan's Restaurants, Inc., dated July 16, 2014

13. Lease by and between Geneva Retail Company, LLC, and Nick & Tony's of Geneva, Inc., dated February 6, 2002, together with all exhibits and attachments thereto. Space No. 6000, Geneva Commons, Geneva, IL
- a. First Amendment to Lease Agreement made by and between Geneva Retail Company, LLC and Nick & Tony's of Geneva, Inc., dated March 17, 2003
 - b. Assignment and Assumption of Lease by and between Nick & Tony's of Geneva, Inc. ("Assignor") and Geneva Houlihan's Restaurant, L.L.C. ("Assignee"), dated July 29, 2005.
 - c. Lease Guaranty, by Houlihan's Restaurants, Inc., in favor of VV2/Geneva Commons, L.P., dated July 29, 2005
 - d. Consent to Assignment by and between VV2/Geneva Commons, L.P., Nick & Tony's of Geneva, Inc., and Geneva Houlihan's Restaurant, L.L.C., dated July 29, 2005.
 - e. Second Amendment to Lease by and between VV2/Geneva Commons, L.P., and Geneva Houlihan's Restaurant, L.L.C., dated July 29, 2005.
 - f. Memorandum of Lease, by and between VV2/Geneva Commons, L.P., and Geneva Houlihan's Restaurant, L.L.C., dated October 18, 2005.
 - g. Third Lease Amendment by and between Geneva Houlihan's Restaurant, L.L.C., dba Houlihan's ("Tenant"), Houlihan's Restaurants, Inc. ("Guarantor"), Nick & Tony's of Geneva, Inc. ("Original Tenant") and VV2/Geneva Commons, L.P. ("Landlord"), dated December 12, 2005.
 - h. Lease Option Extension Agreement by and between LPF Geneva Commons, LLC, and Geneva Houlihan's Restaurant, L.L.C., dated March 30, 2017, with

consent of Guarantor, Houlihan's Restaurants, Inc. Space 5060, Geneva Commons, Geneva, IL

- i. Third Amendment to Lease Agreement by and between LPF Geneva Commons, LLC, and Geneva Houlihan's Restaurant, L.L.C., dated May 12, 2017, with consent of Guarantor, Houlihan's Restaurants, Inc. Space No. 5060, Geneva Commons, Geneva, IL

14. Lease Agreement by and between WRC Properties, Inc., and Houlihan's Restaurants, Inc., dba Devon Seafood Grill, dated July 19, 2011, together with all exhibits and attachments thereto. The Palms at Town & Country, Miami, FL

- a. Pylon Letter Agreement by and between Weingarten Realty Investors ("Landlord") and Houlihan's Restaurants, Inc. ("Tenant"), dated May 21, 2018.

15. Retail Lease Agreement among Jade Pig Ventures, Breton Village, L.L.C., and Houlihan's Restaurants, Inc., dated October 4, 2011, together with all exhibits and attachments thereto. Suite 1964, Breton Village, Grand Rapids, Michigan

- a. First Amendment to Retail Lease Agreement, between Jade Pig Ventures - Breton Village II, L.L.C. (successor by assignment to Jade Pig Ventures - Breton Village, L.L.C.) and Houlihan's Restaurants, Inc., dated January 27, 2011[sic]. (Second Amendment states date is January 27, 2012).
- b. Second Amendment to Retail Lease Agreement, between Jade Pig Ventures - Breton Village II, L.L.C. and Houlihan's Restaurants, Inc., dated June 20, 2012.
- c. Subordination, Nondisturbance and Attornment Agreement, by and among Jade Pig Ventures - Breton Village II, L.L.C. ("Borrower"), Houlihan's Restaurants, Inc. ("Tenant"), Mercantile Bank of Michigan and Mercantile Bank Mortgage

Company, LLC ("Lenders"), dated December 21, 2012, recorded in the official land records of Kent County, Michigan as Document No. 20130103-0000495 on January 3, 2013.

- d. Letter regarding transfer to new owner, Jade Pig Ventures - Breton Village II, L.L.C. ("Transferrer") and Breton Village, L.L.C. ("New Owner"), dated July 1, 2016.

16. 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.

17. Ground Lease Agreement by and between Alliance Town Center I, L.P. and Houlihan's Restaurants of Texas, Inc., dated December 28, 2011. Alliance Town Center, 9373/9369 Sage Meadow Trail, City of Fort-Worth, Texas.

- a. Commitment for Owner's Policy of Title Insurance, dated July 28, 2011 (Exhibit J of Exhibits to Lease)
- b. Reciprocal Easement Agreement and Covenants, Conditions and Restrictions, dated February 22, 2006 recorded in the official land records of Tarrant County, Texas as Instrument No. D206053516 on February 23, 2006.
- c. Guaranty by HRI Holding Corp., dated December 22, 2011.
- d. Letter regarding Rent Commencement of August 27, 2012, dated September 6, 2012.
- e. Tenant Estoppel Certificate dated November 24, 2014.
- f. Letter regarding change of ownership, dated December 18, 2014.

18. 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.

19. Ground Lease by and between Lee's Summit Investors-98, LLC and Houlihan's Restaurants, Inc., dated August 23, 2005, together with all exhibits and attachments thereto. 625 Murray Road, Lee's Summit, Missouri

- a. Kingston Environmental Audit of property located at 625 North Murray Road, Lee's Summit, Missouri 64081, dated April 23, 1998.
- b. Environmental Inspection for Asbestos of former Best Western Hotel building located at 625 NW Murray Rd., Lee's Summit, MO, dated June 6, 2005.
- c. Commitment for Owner's Policy of Title Insurance issued by Commonwealth Land Title Insurance Company, dated June 30, 2005.
- d. Subordination, Non-Disturbance and Attornment Agreement, between Houlihan's Restaurants, Inc. ("Tenant"), Lee's Summit Investors-98, LLC ("Borrower" and US Bank, N.A. ("Lender"), dated August 24, 2005.
- e. Letter agreement regarding Landlord work to be performed by Tenant, dated February 20, 2006.
- f. Lease Commencement Date Addendum by and between Lee's Summit Investors - 98, LLC, ("Landlord") and Houlihan's Restaurants, Inc. ("Tenant") dated July 10, 2006. 625 Murray Rd., Lee's Summit, MO

20. Lease by and between PRC Partners, LLC ("Landlord") and Houlihan's Restaurants, Inc. ("Tenant"), dated September 20, 2006, together with all exhibits and attachments thereto. The Shops of Uptown, 500 West Touhy, Space C1, City of Park Ridge, IL

- a. First Lease Amendment, between Houlihan's Restaurants, Inc. and PRC Partners, LLC, dated October 28, 2008.
 - b. Second Lease Amendment between Houlihan's Restaurants, Inc. and PRC Partners, LLC, dated April 23, 2009.
 - c. Tenant Estoppel Certificate dated September 16, 2011.
 - d. Assignment and Assumption of Leases and Security Deposits by POB Uptown, LLC ("Seller") and Uptown Station LLC ("Buyer") dated February 25, 2014.
 - e. Tenant Estoppel Certificate dated February 14, 2014.
21. 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.
22. Ground Lease by and between Mae Grace, LLC, and Sam Wilson's/Kansas, Inc., dated May 14, 2007, together with exhibits and attachments thereto. Olathe Gateway, Olathe, KS
- a. ProForma for Lender's Policy of Title Insurance issued by First American Title Insurance Company of Kansas, dated November 15, 2005.
 - b. Memorandum of Lease by and between Mae Grace LLC and Sam Wilson's/Kansas, Inc., dated May 14, 2007, and recorded in the official land records of Johnson County, Kansas as Document No. 20070525-0009583 in Book 200705 at Page 009583 on May 25, 2007.
 - c. Lease Guaranty by Houlihan's Restaurants, Inc., dated May 7, 2007.

- d. Subordination, Non-Disturbance and Attornment Agreement among Fremont Investment & Loan ("Lender"), Sam Wilson's/Kansas, Inc. ("Tenant") and Mae Grace, LLC ("Landlord"), dated May 7, 2007.
 - e. First Amendment to Ground Lease dated May 14, 2007, by and amount Mae Grace, LLC, as Landlord, and Sam Wilson's/Kansas, Inc., as Tenant, dated September 7, 2007, and recorded in the official land records of Johnson County, Kansas as Document No. 20070726-0009217 in Book 200707 at Page 009217 on July 26, 2007.
 - f. Grant of a Permanent Easement - Limited Liability for Restoration, Sam Wilson's/Kansas, Inc. and Maegrace LLC ("Grantors") to City of Olathe, dated October _____, 2007, and recorded in the official land records of Johnson County, Kansas as Document No. 20071107-0001808 in Book 200711 at Page 01808 on November 7, 2007.
 - g. Notice letter regarding payments dated December 26, 2017
23. 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.
24. 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.

25. Lease agreement dated November 6, 2017 between J Gil Omaha, LLC and Capital District Hotel, LLC. Site located at 1010 Capital Avenue Omaha, NE 68102

- a. Lease agreement with exhibits dated November 6, 2017 between J Gil Omaha, LLC and Capital District Hotel, LLC. Site located at 1010 Capital Avenue Omaha, NE 68102
- b. Subordination, Non-Disturbance and Attornment Agreement effective November 6, 2017.
- c. Amendment dated April 5, 2019 between J Gil Omaha, LLC and Capital District Hotel, LLC.
- d. Letter dated May 10, 2018 regarding landlord failure to deliver property.
- e. Letter dated August 14, 2018 regarding landlord continuing failure to deliver property and to provide tenant quiet enjoyment of leased premises.
- f. Letter dated September 24, 2018 regarding landlord failure to provide tenant quiet enjoyment of leased premises
- g. Response from Capital District Hotel, LLC regarding landlord delivery of property and quiet enjoyment of leases premises.

26. 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 PMA 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 PMA 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 PMA Naperville JV, LLC
 - j. Estoppel Certificate letter dated April 5, 2019
27. Lease with exhibits dated January 23, 2008 between Hamilton Town Center, LLC and Houlihan's Restaurants, Inc
- a. Default letter dated 10/02/2019
 - b. Letter dated February 19, 2018 regarding CAM charges
 - c. Letter dated March 16, 2018 from Simon in response to February 19, 2018 letter.
 - d. Estoppel Certificate dated February 27, 2012

- e. Agreement Not to Compete dated November 30, 2017 between Abby, Inc and Houlihan's Restaurants, Inc
 - f. Proposed Purchase Agreement dated November 30, 2007 between Abby, Inc and Houlihan's Restaurants, Inc
28. Lease dated May 16, 1990 between Darryl's of St. Louis County, Inc and Bellerive Properties. Site Address: 1085 N Mason Rd. Creve Coeur, MO 63141-6309
- a. Amendment dated August 14, 1990
 - b. Letter dated September 15, 2015 to exercise option to extend lease
 - c. Letter dated April 22, 2019 about condition of building
 - d. Letter dated June 22, 2017 about condition of private drive
 - e. Letter to landlord dated August 15, 2019 regarding additional breach and default under lease obligations
 - f. Letter to landlord dated July 25, 2019 regarding continuing breach and default under lease obligations
 - g. Letter to landlord dated July 25, 2019 regarding continuing breach and default under lease obligations
 - h. Letter to landlord dated August 30, 2017 notice of property deficiency
 - i. Letter from Aegis Law dated September 20,2019 about missing rent payments
 - j. Letter from Aegis Law dated September 24,2019 about missing September rent payment
 - k. Letter from Aegis Law dated October 14,2019 about missing October rent payment
 - l. Letter from Aegis Law dated July 10,2019 about building repairs

29. Lease dated November 11, 2011 between Houlihan's Restaurants, Inc. Echo Continental Kingsdale, LLC. Site Address: 3150 Tremont Rd Upper Arlington, OH 43221
 - a. Commencement Agreement dated April 5th, 2013
 - b. Letter from landlord dated April 3, 2017 regarding address change.
 - c. Tenant Estoppel agreement dated December 20, 2012
 - d. First Amendment to Shopping Center Lease dated May 24, 2013
30. 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
31. Lease with exhibits dated September 3, 2004 between Houlihan's Restaurants Inc. and Continental/Ballerina, LP. Site Address: 1500 Washington Rd Space #1210 Pittsburgh, PA 15228-1652
 - a. Memorandum of Lease dated September 3, 2004
 - b. Default notice, letter dated September 20, 2019
 - c. Letter to landlord dated January 10, 2018 stating unacceptable conditions
32. Lease with exhibits dated September 5, 2006 between Houlihan's Restaurants, Inc. and WXII/PWM Real Estate Limited Partnership
 - a. Confirmation of Commencement date dated September 21, 2007

- b. Tenant Estopped Certificate dated October 26, 2018
 - c. Bill of Sale, Assignment, and Assumption dated April 21, 2010
33. Ground lease with exhibits dated September 14, 2007 between Houlihan's Restaurants, Inc and Streets of Cranberry, LTD.
- a. Commencement date agreement dated November 20, 2008
 - b. Default Letter from Landlord dated 10/17/2019 regarding October 2019 rent.
 - c. Letter to landlord dated November 29, 2018 regarding notice of unacceptable conditions
 - d. Tenant Estoppels and SNDA completion dated March 20, 2019
 - e. Notice dated October 19, 2007 Inland American Cranberry Specialty, L.P. has acquired Streets of Cranberry, LTD.
 - f. Notice dated December 20, 2018 DIV Cranberry, LLC has acquired IA Cranberry Specialty, L.P.
34. Lease Agreement dated August 31, 2011 by and Between JRC Investments, LLC and Houlihan's Restaurants, Inc., dba Devon Seafood Grill at the Location JRC Plaza East Oakbrook Terrace, IL.
35. Lease Agreement dated September 24, 2015 by and Between Detroit Columbia Properties LLC and Houlihan's of Cleveland, Ltd. at the location LA Centre 25651 Detroit Avenue, Westlake, OH 44145.
36. Storage License Agreement dated April 11, 2017 by and Between Southpark Mall, LLC and Houlihan's Restaurants, Inc. at the Location 500 Southpark Center Cleveland, OH 44136.

37. 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.

- a. Assignment of Lease dated May 10, 2018 by and between Bayonne Restaurant, LLC as assignor and HOP Bayonne LLC as assignee.

38. 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.

- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Brick Food, LLC and HOP Brick LLC.

39. Landlord and Tenant Lease dated January 1, 2002 by and Between Bridgewater Realty Corp and Bridgewater Restaurant, L.L.C. located at Township of Bridgewater, County of Somerset, State of NJ.

- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Bridgewater Restaurant, L.L.C. and HOP Bridgewater LLC.

40. Ground Lease dated June 1, 2006 by and Between Cherry Hill Retail Partners LLC and Cherry Hill Restaurant LLC for premises at The Market Place at Garden State Park, Cherry Hill, NJ.

- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Cherry Hill Restaurant, LLC. and HOP Cherry Hill.

41. Landlord and Tenant Lease dated July 20, 1987 by and Between Prime Motor Inns, Inc. and Gilbert/Robinson, Inc. Located at 635 Route 46 West Fairfield, NJ.

42. Landlord and Tenant Lease dated October 19, 2006 by and Between Poly-Jaz Realty LLC, Poly C LLC and BRPR II LLC and Farmingdale Restaurant, LLC located in Farmingdale, Town of Babylon, County of Suffolk, State of New York.
- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Farmingdale Restaurant, LLC and HOP Farmingdale LLC.
43. Landlord and Tenant Lease dated November 19, 1997 by and Between Cardino Realty, L.L.C. and Heights Restaurant, L.L.C. Located in the Borough of Hasbrouck Heights, Bergen County, NJ.
- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Heights Restaurant, L.L.C. and HOP Heights LLC.
44. Landlord and Tenant Lease dated January 25, 2002 by and Between Caydenzar Associates, L.P. and Holmdel Food, L.L.C. d/b/a Houlihan's Located at Township of Holmdel and County of Monmouth, State of New Jersey.
- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Holmdel Food, L.L.C. and HOP Holmdel LLC.
45. 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.
- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between New Brunswick Restaurant, L.L.C. and HOP New Brunswick LLC.
46. Lease Agreement dated ____, 2005 by and Between Thirty-Five Plaza Associates, L.L.C. and Paramus Restaurant, LLC at Location Thirty-Five Plaza, East 65 Route 4, Paramus, NJ.

- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Paramus Restaurant, L.L.C and HOP Paramus LLC.
47. 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.
- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Ramsey Restaurant, L.L.C. and HOP Ramsey LLC.
48. Net Lease dated January 11, 2005 by and Between JP Morgan Chase Bank and Westbury Ace, LLC d/b/a Houlihan's Located in Westbury, Town of Hempstead, Nassau County, State of New York.
- a. Assignment of Lease and Landlord's Consent dated as of May 10, 2018 by and between Westbury Ace, LLC and HOP Westbury LLC.
49. Lease Agreement by and between PN Plaza Investments, L.P. and Houlihan's Restaurants of Texas, Inc., dated June 13, 2008, together with all exhibits and attachments thereto. 14601 North Interstate Highway 35, Schertz, TX 78154.
- a. Assignment and Assumption of Lease between Houlihan's Restaurants of Texas, Inc. and Twin Restaurant San Antonio, LLC, dated November 2013.
 - b. Lease with exhibits dated September 16, 2007 between Houlihan's Restaurants, Inc. and SWQ 35/FORUM, LTD. Site Address: 14601 IH 35 North Selma, TX 78154-3357
 - A. Memorandum of lease dated October 3, 2007 between Houlihan's Restaurants, Inc. and SWQ 35/FORUM, LTD

B. Tenant Estoppel Certificate and Acknowledge of assignment dated
September 26, 2007

50. Lease agreement between Giselle Brown Realty, LLC and CB VIII, Inc., dated July 19, 2000 together with all exhibits and attachments thereto. 35 Main Street, Millburn, NJ 07041.

- a. Second Amendment to Lease Agreement between The Estate of Nicholas Bouzos, Angelo Bouzos, Jerry Skontrianos and Haralabos Skontrianos and Charlie Brown's of Chatham, Inc., dated April 2012.
- b. Lease Agreement by and between The Township of Millburn and CB Millburn, LLC, dated April 19, 2016.
- c. Assignment and Assumption of Lease, between Giselle Brown Realty LLC, CB Millburn, LLC, and JGIL Millburn LLC, dated ___ 2018.

51. Lease Agreement by and between Highlander and Cenier Sireei, LID, and Houlihan's Restaurants, Inc, dated August 31, 2007, together with all exhibits and attachments thereto. 401 E Interstate 20, Arlington, TX 76018.

- a. Tenant Estoppel Certificate, executed by Houlihan's Restaurants, Inc., dated October 21, 2010.
- b. Tenant Estoppel Certificate, executed by Houlihan's Restaurants, Inc., dated December 12, 2012.
- c. Sublease Agreement between Houlihan's Restaurants, Inc., WO S. Arlington, LLC, and CPT Arlington Highlands 2, LP dated August __, 2018.
- d. Guaranty of Sublease between Joshua Allen, Johnny Qubty, and Houlihan's Restaurants, Inc. August __, 2018.

<u>#</u>	<u>Location</u>	<u>Est. Cure</u>
70	Lansing	\$0
87	Bristol/Creve Coeur	\$0
96	Devon/Philadelphia	\$36,848
109	Bristol/Leawood	\$8,187
110	Leawood	\$8,350
115	Creve Coeur	\$51,904
117	Fairview Heights	\$0
123	Wheaton	\$4,782
148	Fairway	\$7,563
150	Pittsburgh-Mt. Lebanon	\$15,192
153	Devon/Chicago	\$0
156	Lee's Summit	\$10,860
157	Geneva	\$62,292
160	San Antonio (P)	\$0
161	Algonquin	\$0
162	Bristol/Kansas City	\$18,820
163	St. Louis-Brentwood	\$0
164	Devon/Milwaukee	\$0
165	Orland Park	\$0
166	Dallas-Prestonwood	\$0
167	Park Ridge (P)	\$72,051
169	Olathe	\$6,258
170	Naperville	\$11,958
171	Dallas-Garland	\$0
173	Cranberry	\$38,493
174	San Antonio-Live Oak	\$0
175	Noblesville	\$40,103
179	Devon/Miami (Kendall) (P)	\$51,634
180	Devon/Oakbrook Terrace	\$10,529
181	Grand Rapids	\$6,611
182	Upper Arlington	\$8,648
183	Overland Park	\$6,736
185	Ft. Worth	\$0
187	Westlake	\$3,250
188	Strongsville	\$0
220	Bayonne	\$10,907
221	Brick	\$10,912
222	Bridgewater	\$9,879
223	Cherry Hill	\$14,565
224	Fairfield	\$15,222
225	Farmingdale	\$17,076
226	Hasbrouck Heights	\$97,943
227	Holmdel	\$8,159
228	New Brunswick	\$4,063

229	Paramus	\$0
230	Parsippany	\$6,951
231	Lawrenceville / Princeton	\$0
232	Ramsey	\$8,842
233	Secaucus	\$23,960
234	Weehawken	\$0
235	Westbury	\$32,549
236	Woodbridge-Metuchen	\$23,650
823	McLean	\$9,931
824	Worthington	\$7,097
825	Overland Park	\$0
826	Glastonbury	\$6,737
828	Des Peres	\$11,815
829	Omaha	\$7,848
830	Milburn	\$4,839
901	Overhead	\$9,046

Default Violations in Connection With Due Observance of Any Permits

None.

Schedule 3.16 – Material Contracts

3.16(a)(i) Real Property Leases

See Schedule 3.15(d).

3.16(a)(ii) 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, assigned to Green Mountain Hospitality LLC (Franchisee).
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 an 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.
23. #149 - 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.
24. #215 - License Agreement made the 8th day of April 2008, by and between Hershey Entertainment & Resorts Company as Licensee and Houlihan's Restaurants, Inc. as Licensor for the operation by Licensee of a Devon Seafood Grill.

3.16(a)(iii) Employment Contracts

Executive Employment Agreement with and between HRI and Michael Archer, CEO executed on November 3, 2015.

Executive Employment Agreement with and between HRI and Cindy Parres, General Counsel, executed on November 6, 2012.

Executive Employment Agreement with and between HRI and Murray Meikenhous, VP, Purchasing, executed on September 21, 2012.

Executive Employment Agreement with and between HRI and Arnold Runestad, Executive Vice President, Houlihan's Northeast, executed on March 27, 2018.

Executive Employment Agreement with and between HRI and Steven Labrovic, Vice President, Operations Northeast, executed on December 16, 2018.

Executive Employment Agreement with and between HRI and Louis Ambrose, Executive Vice President, Operations, Specialty executed on September 21, 2012.

Executive Employment Agreement with and between HRI and Chad Devorak, Senior Vice President, Operations, Houlihan's, executed on August 3, 2018.

Executive Employment Agreement with and between HRI and William Leibengood, Chief Marketing Officer, executed on August 6, 2018.

Executive Employment Agreement with and between HRI and Terry Harryman, Chief Financial Officer, executed on July 7, 2018.

Executive Employment Agreement with and between HRI and Chris Corp, Vice President, IT, executed on October 24, 2012.

Executive Employment Agreement with and between HRI and Courtney Martinez, Vice President, Talent & Human Resources, executed on August 29, 2016.

Executive Employment Agreement with and between HRI and Michael Slavin, Vice President, Culinary & Menu Innovation, executed on April 12, 2017.

Executive Employment Agreement with and between HRI and Warren Lane, Director, Franchise, dated on June 17, 2014.

Executive Employment Agreement with and between HRI and William Bock, Kitchen Manager, executed on May 2, 2016.

Nondisclosure & Intellectual Property Ownership Rights Agreements with:

Beth Ann Adams
Ali Awad
James Bost
Tim Bradley
Callie Branum
James Burchell
Michael Castilla
Molly Caton
Jason Clark
Pat Cleary
Jen Compton
Peter Cosentino
MaDonna Craine

Molly Curry
Amanda Denis
Callie Fisher
John Fisher
Wayne Gleason
Leah Godfrey
Adam Gosney
Kerri Grist
Patricia Hugg
Anthony Hurtado
Lisa Johannsen
Melissa Jonas
Mitchell Kanda
Edward Kasperzak
Petar Krstic
Jolyann Lee-Brockhoff
Ben Luukkonen
Leonilde MacMahon
Margaret Moore
Lauren Peterson
Collette Pomeroy
Angela Potts
Paul Pruckowski
Crystal Roberts
Alma Rosales
Craig Runestad
Saadeh Saadeh
Phillip Salyer
Lauren Sanok
Brad Shaw
Jennifer Simmons
Duane Slaubaugh
Brian Smith
Sandra Stack
Tim Theis
Abigail Thomas
Kurt Thuenemann
Joseph Winkler
Caroline Wirt
Melissa Woetzel
Dean Woods

3.16(a)(iv) Material Personal Property Contracts

Prep-n-Print Flex Program Agreement between Ecolab, Inc. and Houlihan's Restaurants, Inc.
dated April 3, 2019

Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011

November 15, 2016 Amendment to SafePoint Agreement by and between Loomis Armored US, LLC and Houlihan's as successor to ACE

Master Linen Rental Contract by and between Santell Linen Supply Inc. and Houlihan's as successor to ACE dated June 24, 2015

November 28, 2016 Stanley Security Agreement between STANLEY Convergent Security Solutions, Inc. and Houlihan's

Service Agreement dated September 1, 2014 between Houlihan's Restaurants, Inc and Aramark Uniform Services a division of Aramark Uniform and Career Apparel, LLC

Rental Service Agreement dated September 19, 2016 between Houlihan's Restaurants Inc. and Excel Linen Supply.

August 8, 2018 Second Amendment to DIRECTV Agreement For Commercial National Accounts by and between DIRECTV and Houlihan's Restaurants, Inc.

September 19, 2016 Linen Rental Service Agreement by and between Excel Linen Supply and Houlihan's Restaurants, Inc.

January 1, 2014 Product and Services Supply Agreement by and between Ecolab, Inc. and Houlihan's Restaurants, Inc.

Pitney Bowes made and entered into on August 29, 2018 between Pitney Bowes and Houlihan's Restaurants, Inc.

3.16(a)(v) Material Supplier Contracts

Master Distribution Agreement between Sysco Metro NY, LLC and Houlihan's Restaurants, Inc. dated September 1, 2018

Master Services Agreement between US Foods and Houlihan's Restaurants, Inc. dated May 30, 2017, as amended from time to time

Master Services Agreement between Houlihan's Restaurants, Inc. and Cogensia, LLC dated October 19, 2016, as amended on April 4, 2018

July 15, 2019 Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011

Prep-n-Print Flex Program Agreement between Ecolab, Inc. and Houlihan's Restaurants, Inc. dated April 3, 2019

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Houlihan's

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and J. Gilbert's

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Bristol

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Devon

Be The Change Revolutions, LLC SOW between BTC and Houlihan's Restaurants, Inc. dated January 11, 2019

Amendment to Client Agreement dated January 11, 2018 between Open Table and Houlihan's Restaurant Group

Card Services Agreement between CardFact-IV, Ltd. And Houlihan's Restaurants, Inc., dated January 1, 2008

Beverage Marketing Agreement between Coca Cola North America, a division of The Coca Cola Company, and Houlihan's Restaurants, Inc. dated September 19, 2006

Edward Don & CO. Distribution Agreement made March 5, 2017 between Houlihan's Restaurants, Inc. and Edward Don & Company, LLC

Skylight Services Agreement by and between Skylight Financial Inc. and Houlihan's Restaurants, Inc. dated May 20, 2010

Bank Card Merchant Agreement between Vantiv, LLC, Fifth Third Bank and Houlihan's Restaurants, Inc. dated April 1, 2013

MOBO Systems Master Services Agreement by and between MOMO Systems, Inc. ("Olo") and Houlihan's Restaurants, Inc.

Service Agreement between POSItouch, Inc. and Houlihan's Restaurants, Inc. dated May 1, 2019

MICROS Retail Systems Inc. Service Maintenance Agreement dated November 28, 2018 by and between MICROS Retail Systems, Inc. and Houlihan's Restaurants, Inc.

Amendment No. 1 to Amazon Payments, Inc. Customer Agreement between Amazon and Client effective as of August 25, 2014

Amendment to UberEats Agreement effective September 5, 2019 by and between Houlihan's Restaurants, Inc. and Portier, LLC

GrubHub Agreement between GrubHub and Houlihan's Restaurants, Inc. dated February 19, 2018

Small Order Fulfillment Form between Door Dash and Houlihan's Restaurants, Inc. dated June 25, 2019

Master Services Agreement between Cashstar and Houlihan's Restaurants, Inc. dated August 14, 2017, as amended and extended

Fishbowl Order Form by and between Fishbowl, Inc. and Houlihan's Restaurants, Inc. dated October 30, 2009 as from time to time amended

Blue Cross Blue Shield of Kansas City Preferred-Care Blue PPO Core Plan, Preferred Care Blue PPO Buy-Up Plan and Blue Saver Plan

Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011

Master Electricity Sales Agreement between the Customer and Exelon Energy Company dated June 13, 2010

Houlihan's Restaurants, Inc. Retirement Savings Plan, Plan No. 5-20790

November 1, 2019 Services Agreement between Huerta Construction & Remodeling & Cleaning LLC and Houlihan's

July 3, 2019 Engagement Agreement between CBIZ MHM and HDJG Corp. and its subsidiaries for certain tax, audit and consulting services

Corporate Partner Services Agreement dated December 2017 by and between EAN Holdings and Houlihan's Restaurants, Inc.

June 1, 2018 Engagement Agreement By and Between Houlihan's Restaurants, Inc. and Sequoia Restaurant & Entertainment Group, LLC and its successors and assigns

April 19, 2018 Cogensia Agreement re Email expansion by and between Cogensia and Houlihan's Restaurants, Inc.

Dinova Restaurant Partner Agreement dated May 31, 2013 by and between Dinova LLC and Houlihan's Restaurants, Inc., as amended from time to time

Freshwater Communication & Crisis Management Restaurant PR and Support Agreement

dated September 2019 and by and between Houlihan's Restaurants, Inc. and Amy Freshwater

August 16, 2019 MomentFeed Annual Services Agreement between MomentFeed and Houlihan's Restaurants, Inc.

Rank Fuse Interactive SEM/PPC Contractor Agreement by and between Rank Fuse Interactive LLC and Houlihan's Restaurants, Inc. dated August 14, 2017

SalesForce 2019 Agreement between SalesForce and Houlihan's Restaurants, Inc.

Agreement dated August 2018 by and between Upload Software Mobile Commons and Houlihan's Restaurants, Inc.

May 23, 2017 Services Agreement between Favor and Houlihan's Restaurants, Inc.

May 29, 2019 Amendment No. 6 to that certain Agreement dated June 20, 2007, as amendment and extended, by and between Service Management Group, Inc. and Houlihan's Restaurants, Inc.

September 5, 2019 Amendment to UberEATS Agreement dated May 13, 2016 and amended July 12, 2019 made by and between Houlihan's Restaurants, Inc. and Portier, LLC

July 2, 2018 Third Party Supplier Contract between Constellation NewEnergy, Inc. and Houlihan's Restaurants, Inc.

December 3, 2018 Direct Energy Business Marketing LLC Contract with Houlihan's Restaurants, Inc.

September 20, 2017 DoorDash Third Party Delivery Contract between Houlihan's NE and DoorDash

October 6, 2017 Houlihan's NE Third Party Delivery Contract with GrubHub

November 15, 2016 Amendment to SafePoint Agreement by and between Loomis Armored US, LLC and Houlihan's as successor to ACE

Master Linen Rental Contract by and between Santell Linen Supply Inc. and Houlihan's as successor to ACE dated June 24, 2015

November 28, 2016 Stanley Security Agreement between STANLEY Convergent Security Solutions, Inc. and Houlihan's

TRAC Agreement made and entered into on July 24, 1996 between Kansas-Missouri District Director of Internal Revenue and Houlihan's Restaurant Group

Skylight Services Contract made and entered into May 20, 2010 between Skylight Financial,

Inc. and Houlihan's Restaurants, Inc.

Skylight Services First Amendment made and entered into September 3, 2010 between Skylight Financial, Inc. and Houlihan's Restaurants, Inc.

Skylight Services Second Amendment made and entered into July 14, 2016 between Skylight Financial, Inc. and Houlihan's Restaurants, Inc.

SIB Agreement made and entered into December 31, 2018 between SIB Fixed Cost Reduction Company, LLC and Houlihan's Restaurants, Inc.

Select Imaging Contract made and entered into August 5, 2014 between Select Imaging and Houlihan's Restaurants, Inc.

Accountemps Agreement made and entered into June 12, 2019 between Accountemps and Houlihan's Restaurants, Inc.

Renee Stanton Contractor Agreement made and entered into June 18, 2008 between Renee Stanton and Houlihan's Restaurants, Inc.

Quadis Agreement made and entered into January 1, 2010 between Quadis and Houlihan's Restaurants, Inc.

Payformance Agreement made and entered into August 1, 2007 between Payformance Corporation and Houlihan's Restaurants, Inc.

Payformance Addendum made and entered into December 7, 2012 between SunGard AvantGard LLC (successor to Payformance Corporation) and Houlihan's Restaurants, Inc.

Media Services Agreement made and entered into August 29, 2011 between Media Services LLC and Houlihan's Restaurants, Inc.

Garda Security Agreement made and entered into January 29, 2018 between Garda CL Southwest Inc. and Houlihan's Restaurants, Inc.

Extra Space Storage Agreement made and entered into March 20, 2014 between Extra Space Management, Inc. and Houlihan's Restaurants, Inc.

Equifax Agreement made and entered into July 19, 2018 between TALX Corporation (Equifax) and Houlihan's Restaurants, Inc.

STANLEY Security Solutions Master Installation and Service Agreement dated May 1, 2008 by and between STANLEY and Houlihan's Restaurants, Inc.

Dunbar Security Agreement made and entered into February 1, 2018 between Dunbar Armored, Inc. and Houlihan's Restaurants, Inc.

Comdata made and entered into December 31, 2012 between Comdata Network, Inc. and Houlihan's Restaurants, Inc.

CBIZ Tax Prep Agreement made and entered into July 3, 2019 between CBIZ MHM, LLC and HDJG Corp

CBIZ Consulting Agreement made and entered into July 3, 2019 between CBIZ MHM, LLC and HDJG Corp

BCBS Agreement made and entered into April 1, 2014 between Blue Cross and Blue Shield of Kansas City and Houlihan's Restaurants, Inc.

Comdata Agreement made and entered into December 31, 2012 between Comdata Network, Inc. and Houlihan's Restaurants, Inc.
Dinova Services Agreement made and entered into June 15, 2013 between Dinova, LLC and Houlihan's Restaurants, Inc.

Federal Armored Express Agreement made and entered into May 25, 1993 between Federal Armored Express, Inc. and Gilbert/Robinson, Inc.

ESSG made and entered into August 27, 2019 between Employer Solutions Staffing Group, LLC and Houlihan's Restaurants, Inc.

Health Benefit Certificate dated April 1st, 2019 between Houlihan's Restaurants Inc and Blue Cross Blue Shield of Kansas City.

Master Services Agreement dated October 19, 2016 between Houlihan's Restaurants Inc. and Cogensia, LLC a CAC Group company as amended April 6, 2018.

Statement of Work dated October 12, 2016 between Houlihan's Restaurants Inc. and Cogensia, LLC a CAC Group company.

Supply and Fryer Filtration Monitoring Agreement dated July 15, 2019 between Houlihan's Restaurants Inc. and Restaurant Technologies, Inc.

Service Agreement dated September 1, 2014 between Houlihan's Restaurants, Inc and Aramark Uniform Services a division of Aramark Uniform and Career Apparel, LLC

Rental Service Agreement dated September 19, 2016 between Houlihan's Restaurants Inc. and Excel Linen Supply.

Life Insurance Certificate dated January 1st, 2003 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Long Term Disability Certificate dated January 1st, 2003 between Reliance Standard Life

Insurance Company and Houlihan's Restaurants, Inc.

Short Term Disability Summary Plan Description dated January 1st, 2003 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Accident Certificate dated April 1, 2017 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Accident Certificate NE dated April 1, 2017 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Accidental Death and Dismemberment Certificate dated April 1, 2017 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Critical Illness Certificate dated April 1, 2017 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Dental Certificate Class 1 dated April 1, 2018 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Dental Certificate Class 2 dated April 1, 2018 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Dental Certificate Class 5 dated April 1, 2018 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Vision Certificate Class 3 dated April 1, 2018 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Vision Certificate Class 4 dated April 1, 2018 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Vision Certificate Class 6 dated April 1, 2018 between Reliance Standard Life Insurance Company and Houlihan's Restaurants, Inc.

Service Agreement dated April 22, 2019 between Houlihan's Restaurants Inc. and POSitouch, LLC.

Service Agreement dated January 1, 2017 between Waste Management of GMA and Houlihan's Restaurants, Inc.

Maintenance Agreement dated September 1, 2005 between Spartan Computer Services, Inc and Houlihan's Restaurants, Inc.

Service Agreement dated 12/09/2009 between Houlihan's Restaurants Inc. and Fishbowl as amended on January 12, 2012 and May 21, 2014.

Agreement dated August 7, 2019 between Houlihan's Restaurants Inc. and Freshwater Communications and Crisis Management.

STANLEY Security Solutions Master Installation and Service Agreement dated May 1, 2008 by and between STANLEY and Houlihan's Restaurants, Inc.

RP Procurement Contract Services Agreement dated September 27, 2019 by and between RPP and Houlihan's Restaurants, Inc.

March 22, 2018 Presto X Steritech Services Contract between Steritech and Houlihan's Restaurants, Inc.

August 8, 2018 Second Amendment to DIRECTV Agreement For Commercial National Accounts by and between DIRECTV and Houlihan's Restaurants, Inc.

September 19, 2016 Linen Rental Service Agreement by and between Excel Linen Supply and Houlihan's Restaurants, Inc.

Linen Service Agreement by and between Aramark Uniform Services and Houlihan's Restaurants, Inc.

Amendment to Music Services Agreement dated October 15, 2015 by and between Playnetwork, Inc. and Houlihan's

Heartland Waste Solutions Solid Waste & Recycling Cost Reduction Service Agreement dated September 2, 2014 and with Houlihan's Restaurants, Inc.

September 21, 2019 Ecosure Service Agreement by and between Ecolab and Houlihan's

January 1, 2014 Product and Services Supply Agreement by and between Ecolab, Inc. and Houlihan's Restaurants, Inc.

Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011

Prep-n-Print Flex Program Agreement between Ecolab, Inc. and Houlihan's Restaurants, Inc. dated April 3, 2019

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Houlihan's

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and J. Gilbert's

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Bristol

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Devon

Be The Change Revolutions, LLC SOW between BTC and Houlihan's Restaurants, Inc. dated January 11, 2019

Amendment to Client Agreement dated January 11, 2018 between Open Table and Houlihan's Restaurant Group

Card Services Agreement between CardFact-IV, Ltd. And Houlihan's Restaurants, Inc., dated January 1, 2008

Beverage Marketing Agreement between Coca Cola North America, a division of The Coca Cola Company, and Houlihan's Restaurants, Inc. dated September 19, 2006

Edward Don & CO. Distribution Agreement made March 5, 2017 between Houlihan's Restaurants, Inc. and Edward Don & Company, LLC

Skylight Services Agreement by and between Skylight Financial Inc. and Houlihan's Restaurants, Inc. dated May 20, 2010

Bank Card Merchant Agreement between Vantiv, LLC, Fifth Third Bank and Houlihan's Restaurants, Inc. dated April 1, 2013

MOBO Systems Master Services Agreement by and between MOMO Systems, Inc. ("Olo") and Houlihan's Restaurants, Inc.

Service Agreement between POSItouch, Inc. and Houlihan's Restaurants, Inc. dated May 1, 2019

MICROS Retail Systems Inc. Service Maintenance Agreement dated November 28, 2018 by and between MICROS Retail Systems, Inc. and Houlihan's Restaurants, Inc.

Amendment No. 1 to Amazon Payments, Inc. Customer Agreement between Amazon and Client effective as of August 25, 2014

Amendment to UberEats Third Party Delivery Agreement effective September 5, 2019 by and between Houlihan's Restaurants, Inc. and Portier, LLC

GrubHub Third Party Delivery Agreement between GrubHub and Houlihan's Restaurants, Inc. dated February 19, 2018

Small Order Fulfillment Form between Door Dash and Houlihan's Restaurants, Inc. dated June 25, 2019

Master Services Agreement between Cashstar and Houlihan's Restaurants, Inc. dated August

14, 2017, as amended and extended

Fishbowl Order Form by and between Fishbowl, Inc. and Houlihan's Restaurants, Inc. dated October 30, 2009 as from time to time amended

2019-2020 Blue Cross Blue Shield of Kansas City Preferred-Care Blue PPO Core Plan, Preferred Care Blue PPO Buy-Up Plan and Blue Saver Plan

Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011

Master Electricity Sales Agreement between the Customer and Exelon Energy Company dated June 13, 2010

Answer KC agreement made and entered into on January 10, 2006 between Answer Kansas City, Ltd. and Houlihan's Restaurants, Inc.

ISS agreement made and entered into on December 3, 2003 between Innovative Service Solutions, Inc and Houlihan's Restaurants, Inc.

Iron Mountain made and entered into on October 23, 2007 between Iron Mountain and Houlihan's Restaurants, Inc.

Park Place made and entered into on April 15, 2014 between Park Place Technologies and Houlihan's Restaurants, Inc.

Pitney Bowes made and entered into on August 29, 2018 between Pitney Bowes and Houlihan's Restaurants, Inc.

DNN made and entered into on August 1, 2018 between DNN Corp and Houlihan's Restaurants, Inc

Auto Chlor Inc. product and services agreement between HRI for dishwashing and chemicals.

Systematic Pest Elimination Corp for services between HRI dated July 8, 2019

Nuco2 Inc. for products and services agreement between HRI dated May 27, 2014

Oilmatic Inc for product and service agreement between HRI

Aggressive Energy for product and services agreement between HRI dated December 21, 2017

Constellation Energy for products and services agreement between HRI dated July 2, 2018

Precision Landscaping and Snow removal for services agreed to October 1, 2019 between HRI.

Confer RBR Inc./ Melville Snow contractors snow services agreed to October 1, 2019 between HRI

Top Seed Landscape and Snow removal services agreed to October 1, 2019

WorldPay/Vantiv Gateway Service made and entered into on September 17,2019 between WorldPay and Houlihan's Restaurants, Inc.

3.16(a)(vi) Contracts with Payments over \$100,000 over a 12-Month Period

Edward Don & CO. Distribution Agreement made March 5, 2017 between Houlihan's Restaurants, Inc. and Edward Don & Company, LLC

Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011

Prep-n-Print Flex Program Agreement between Ecolab, Inc. and Houlihan's Restaurants, Inc. dated April 3, 2019

Be The Change Revolutions, LLC SOW between BTC and Houlihan's Restaurants, Inc. dated January 11, 2019

Fishbowl Order Form by and between Fishbowl, Inc. and Houlihan's Restaurants, Inc. dated October 30, 2009 as from time to time amended

Blue Cross Blue Shield of Kansas City Preferred-Care Blue PPO Core Plan, Preferred Care Blue PPO Buy-Up Plan and Blue Saver Plan

Beverage Marketing Agreement between Coca Cola North America, a division of The Coca Cola Company, and Houlihan's Restaurants, Inc. dated September 19, 2006

Master Distribution Agreement between Sysco Metro NY, LLC and Houlihan's Restaurants, Inc. dated September 1, 2018

Master Services Agreement between US Foods and Houlihan's Restaurants, Inc. dated May 30, 2017, as amended from time to time

Master Services Agreement between Houlihan's Restaurants, Inc. and Cogensia, LLC dated October 19, 2016, as amended on April 4, 2018

July 15, 2019 Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Houlihan's

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and J. Gilbert's

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Bristol

Cardlytics Insertion Order subject to Cardlytics Master Advertiser Terms and Conditions dated March 29, 2019 by and between Cardlytics and Devon

Be The Change Revolutions, LLC SOW between BTC and Houlihan's Restaurants, Inc. dated January 11, 2019

Amendment to Client Agreement dated January 11, 2018 between Open Table and Houlihan's Restaurant Group

Card Services Agreement between CardFact-IV, Ltd. And Houlihan's Restaurants, Inc., dated January 1, 2008

Beverage Marketing Agreement between Coca Cola North America, a division of The Coca Cola Company, and Houlihan's Restaurants, Inc. dated September 19, 2006

Edward Don & CO. Distribution Agreement made March 5, 2017 between Houlihan's Restaurants, Inc. and Edward Don & Company, LLC

Skylight Services Agreement by and between Skylight Financial Inc. and Houlihan's Restaurants, Inc. dated May 20, 2010

Bank Card Merchant Agreement between Vantiv, LLC, Fifth Third Bank and Houlihan's Restaurants, Inc. dated April 1, 2013

MOBO Systems Master Services Agreement by and between MOMO Systems, Inc. ("Olo") and Houlihan's Restaurants, Inc.

Service Agreement between POSItouch, Inc. and Houlihan's Restaurants, Inc. dated May 1, 2019

MICROS Retail Systems Inc. Service Maintenance Agreement dated November 28, 2018 by and between MICROS Retail Systems, Inc. and Houlihan's Restaurants, Inc.

Amendment No. 1 to Amazon Payments, Inc. Customer Agreement between Amazon and Client effective as of August 25, 2014

3.16(a)(vii) Contracts with Governmental Authorities (Excluding Permits)

None.

3.16(a)(viii) All Other Material Contracts Not Previously Disclosed

Master Distribution Agreement between Sysco Metro NY, LLC and Houlihan's Restaurants, Inc. dated September 1, 2018.

Master Services Agreement between US Foods and Houlihan's Restaurants, Inc. dated May 30, 2017, as amended from time to time.

Master Distribution Agreement between US Foods, Inc. (Salem Streater Cleveland Dallas) and Houlihan's Restaurants, Inc. and effective as of April 23, 2017.

Interim Lease Agreement by and between HOP Bayonne LLC and Bayonne Restaurant, LLC dated May 10, 2018.

Interim Beverage Management Agreement by and between HOP Bayonne LLC and Bayonne Restaurant, LLC dated May 10, _____.

Schedule 3.16(b) – Material Contracts Disclosures***Material Contracts Not in Full Force and Effect***

None.

Defaults / Breaches / Right to Terminate

Payment default notice from People Matter.

See Schedule 3.15(e).

Location Number	Location	Landlord	Date of action	Description
161	Algonquin	Algonquin Hans, LLC	9/5/2019	10 day notice demand for rent
173	Cranberry	DIV Cranberry LLC	10/17/2019	Default notice
115	Creve Coeur	Bellerive Properties	7/25/2019	Default notice
115	Creve Coeur	Bellerive Properties	10/24/2019	10 day notice demand for rent
115	Creve Coeur	Bellerive Properties	9/24/2019	10 day notice demand for rent
115	Creve Coeur	Bellerive Properties	10/14/2019	10 day notice demand for rent
115	Creve Coeur	Bellerive Properties	7/10/2019	Notice of counsel
153	Devon/Chicago	North Wabash Avenue Apartments Investors LLC	9/9/2019	Eviction notice
153	Devon/Chicago	North Wabash Avenue Apartments Investors LLC	9/19/2019	5 day notice of termination of tenancy
153	Devon/Chicago	747 North Wabash Avenue Apartments Investors LLC dba The Bernadin	10/4/2019	Summons for trial
173	Cranberry	DIV Cranberry LLC, successor in interest to Streets of Cranberry, LTD 125 High Street, Suite 2111 Boston, MA 02110	11/8/19	Recovery of Real Property Hearing Commenced
179	Devon/Miami	Weingarten Realty Investors	8/15/2019	10 day notice of termination of tenancy

Location Number	Location	Landlord	Date of action	Description
179	Devon/Miami	Weingarten Realty Investors	8/27/2019	Default notice
179	Devon/Miami	Weingarten Realty Investors	9/18/2019	Eviction notice
179	Devon/Miami	Weingarten Realty Investors	10/14/2019	10 day notice demand for rent / Eviction notice
179	Devon/Miami	Weingarten Realty Investors	11/8/19	Summons
164	Devon/Milwaukee	Bayshore Shopping Center Property Owner LLC	10/8/2019	Past due rent notice
164	Devon/Milwaukee	Bayshore Shopping Center Property Owner LLC	10/23/2019	Past due rent notice
164	Devon/Milwaukee	Bayshore Shopping Center Property Owner LLC	11/6/2019	5 day demand for past due rent
148	Fairway	St. Clair County Treasurer	9/23/2019	Notice of delinquent tax
148	Fairway	Fairway Restaurant Group, LLC	9/25/2019	Sign face removal
157	Geneva	LPF Geneva Commons LLC	9/18/2019	10 day demand for past due rent
226	Hasbrouck Heights	Equity Real Estate Management, LLC	8/27/2019	Notice of unpaid rent
226	Hasbrouck Heights	Equity Real Estate Management, LLC	8/14/2019	Notice of late rent
70	Lansing	Lansing Mall, LLC	9/3/2019	Notice non-monetary default failure to report Net Sales
70	Lansing	Lansing Mall, LLC	9/24/2019	Request of certificate of insurance
231	Lawrenceville / Princeton	Federal Realty Investment Trust	10/4/2019	Eviction notice
231	Lawrenceville/Princeton	Federal Realty Investment Trust	10/9/2019	10 day demand for past due rent
231	Lawrenceville/Princeton	Federal Realty Investment Trust	11/4/19	Tenancy summons
175	Noblesville	Hamilton Town Center, LLC	9/5/2019	Past due rent notice
175	Noblesville	Hamilton Town Center, LLC	9/11/2019	Past due rent notice

Location Number	Location	Landlord	Date of action	Description
175	Noblesville	Hamilton Town Center, LLC	9/20/2019	Notice of default
175	Noblesville	Hamilton Town Center, LLC	9/30/2019	Suit for rent and possession
175	Noblesville	Hamilton Town Center LLC	10/3/2019	Order granting motion to dismiss
175	Noblesville	Hamilton Town Center, LLC	10/3/2019	Dismissal of lawsuit
175	Noblesville	Hamilton Town Center, LLC	10/2/2019	Notice of Default
180	Oakbrook Terrace	LRC Investments, LLC	8/2/2019	5 day notice demand for rent
165	Orland Park	Orlahan's LLC	10/23/2019	5 day notice of termination of tenancy
167	Park Ridge (P)	Phillips Edison & Company	9/4/2019	Demanding Late Rent Payment
167	Park Ridge (P)	Phillips Edison & Company	10/4/2019	Demanding Late Rent Payment
230	Parsippany	Killala, LLC	8/23/2019	7 day notice demand for rent
230	Parsippany	Killala, LLC	9/12/2019	Default notice
230	Parsippany	Killala, LLC	9/30/2019	Default notice
150	Pittsburgh-Mt. Lebanon	Continental/Galleria, LP.	8/22/2019	Past due rent notice
150	Pittsburgh-Mt. Lebanon	Continental/Galleria, LP.	9/13/2019	Past due rent notice
150	Pittsburgh-Mt. Lebanon	Continental/Galleria, LP.	9/20/2019	Past due rent notice
150	Pittsburgh-Mt. Lebanon	Continental/Galleria, LP.	10/14/2019	Default notice
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	10/10/2019	Default notice
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	10/16/2019	Communication re utilities
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	10/28/2019	Past due rent notice
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	11/1/2019	Notice of service of process
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	11/4/2019	Communication re HVAC inspection
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	11/4/2019	Communication re Roof Repair

Location Number	Location	Landlord	Date of action	Description
160	San Antonio (P)	Canyon Creek Lot 6 Bldg	8/6/2019	Delinquency notice
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	9/24/2019	Default notice
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	9/27/2019	Default notice
160	San Antonio (P)	M2G Net Lease Funding, Ltd.	9/19/2019	Notice re lock change
174	San Antonio-Live Oak	HPI Real Estate Services	8/28/2019	Past due rent notice
174	San Antonio-Live Oak	HPI Real Estate Services	9/10/2019	10 day notice demand for rent
174	San Antonio-Live Oak	HPI Real Estate Services	9/10/2019	Delinquency notice
188	Strongsville	Southpark Mall LLC	9/20/2019	Past due rent notice
188	Strongsville	Royalton Road Joint Venture	10/17/2019	Notice of default
188	Strongsville	Southpark Mall LLC	10/17/2019	Notice of default
188	Strongsville	SouthPark Mall LLC	10/17/2019	License agreement for storage
234	Weehawken	1200 Harbor Boulevard, L.L.C.	8/26/2019	Past due rent notice
234	Weehawken	1200 Harbor Boulevard, L.L.C.	9/5/2019	Eviction notice
234	Weehawken	1200 Harbor Boulevard, L.L.C.	10/24/2019	Late fee for September 2019
234	Weehawken	1200 Harbor Boulevard, LLC	10/3/2019	Demand for rent
234	Weehawken	1200 Harbor Boulevard, L.L.C.	9/4/2019	Eviction notice; tenancy notice and summons
234	Weehawken	1200 Harbor Boulevard, L.L.C.	10/8/2019	Demand for liquor license letter
234	Weehawken	1200 Harbor Boulevard, L.L.C.	10/8/2019	Rent demand
235	Westbury	Clemcla	10/16/2019	Letter terminating representation for conflict
235	Westbury	Clemcla	11/4/2019	Demand for rent
236	Woodbridge-Metuchen	Mipal Realty Company	10/22/2019	Default notice
236	Woodbridge-Metuchen	Mipal Realty Company	9/11/2019	Attorney demand letter

Location Number	Location	Landlord	Date of action	Description
236	Woodbridge-Metuchen	Mipal Realty Company	10/22/2019	Default Notice

Termination Rights

Location No. 153 - Bernadin - Suit for unpaid rent and eviction - Circuit Court of Cook County, Illinois Municipal Dept First District Case No. 20191716138

Location No. 234 - Weehawken - Suit for declaratory judgment re liquor license and lease - Hudson County Superior Court, Jersey City, NJ

Location No. 235 - Westbury - Suit for injunctive relief and declaratory judgment re: easement violation and irreparable harm to business - Supreme Court of the State of New York, County of Nassau Index No. 610236/2019

Location No. 234 - Weehawken - Judgment for Possession - Superior Court of New Jersey Hudson County Law Division Special Civil Part Landlord/Tenant

Location No. 175 - Hamilton Town Center - Possession Complaint - Superior Court of Hamilton County, IN

Location No. 236 – Woodbridge - Nonpayment of Rent - Superior Ct. of New Jersey Law Division Special Civil Part Middlesex County

Material Contracts Not Previously Provided

Master Distribution Agreement between Sysco Metro NY, LLC and Houlihan's Restaurants, Inc. dated September 1, 2018.

Master Services Agreement between US Foods and Houlihan's Restaurants, Inc. dated May 30, 2017, as amended from time to time.

Master Distribution Agreement between US Foods, Inc. (Salem Streater Cleveland Dallas) and Houlihan's Restaurants, Inc. and effective as of April 23, 2017.

Schedule 3.17 – Financial Statements

HDJG CORP
CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

		HDJG Corp
		<i>Unaudited</i>
		September 29,
		2019
		<hr/>
ASSETS		
Current assets:		
Cash and cash equivalents	\$	4,125
Receivables, net		1,222
Inventories		2,567
Other current assets, net		1,103
Total current assets		<hr/> 9,017
Property, equipment and leaseholds, net		28,435
Goodwill		23,767
Intangible Assets, net		31,804
In-Place Lease Asset, net		737
Other assets, net		8,735
Total assets	\$	<hr/> <hr/> 102,495
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion - long-term debt	\$	2,319
Accounts payable		6,633
Accrued interest		3,976
Accrued liabilities		11,900
Total current liabilities		<hr/> 24,828
Loans payable, less current portion		39,502
In-Place Lease Liability, net		6,138
Other liabilities		4,237
Total liabilities		<hr/> <hr/> 74,705
Stockholders' equity:		
Preferred Stock		56,832
Treasury Stock		(150)
Retained Earnings (deficit)		(28,892)
Total stockholders' equity		<hr/> 27,790
Total liabilities and stockholders' equity	\$	<hr/> <hr/> 102,495

HDJG CORP
CONSOLIDATED STATEMENTS OF INCOME
(Dollars in thousands)
(Unaudited)

	Thirteen Weeks Ended
	September 29, 2019
Revenues:	
Company restaurant sales	\$ 48,147
Franchise income	504
Total operating revenues	48,651
Cost of Company restaurant sales:	
Food and beverage costs	14,711
Labor costs	16,813
Operating expenses	12,438
Total cost of restaurant sales	43,962
Gross profit	4,689
Preopening expenses	75
General and administrative expenses	3,796
Depreciation and amortization expense	2,739
Interest expense	1,662
Transaction Expense	1,604
Loss (gain) on disposition of properties, net	585
Other (income), net	(856)
Income (loss) before income tax provision	(4,916)
Income tax provision	-
Income tax provision-Deferred	-
Net Income (loss)	\$ (4,916)

Schedule 5.1 – Conduct of Business

None.

Schedule 5.2 – Certain Restricted Conduct

Any Franchise Agreement may be renewed or amended pursuant to (a) its terms and conditions, or (b) the terms and conditions of the current form of Franchise Agreement utilized by HRI, in each case, without material modification to any material business terms and conditions thereof.

Negotiate NJ ABC required lease amendment for Bayonne liquor license transfer.

Enter into NJ ABC required lease amendment or settlement to facilitate transfer of Weehawken liquor license.

Consummation of pending Agreement to sell liquor license associated with former Castleton Square, IN Houlihan's restaurant.

Consummation of pending Agreement to sell liquor license associated with former Mall of Robinson, PA Houlihan's restaurant.

Schedule 7.5 – Cure Schedule

Schedule to be provided two (2) days after entry of the Bidding Procedures Order.

EXHIBIT B

Remaining Objecting Parties

Exhibit B

OBJECTING PARTY
ARAMARK
Arbor Development, LLC
Be The Change Revolutions, LLC
Bridgewater Realty Corp. and Fairfield Land I, LLC
Capitol District Hotel, LLC
Cardino Realty, LLC
CBL & Associates Management, Inc.
Clemcla Realty Corp.
Detroit Columbia Properties LLC
Deutsche Asset & Wealth Management, Rice Lake Square, LP and Weitzman
DIV Cranberry, LLC
Garda CL Southwest Inc.
Giselle Brown Realty, LLC and Kellywood, LLC
IA Dallas Prestonwood Limited Partnership
Levin Management Corporation, as Agent for the Harmon Meadow Owner, LLC
Main & Elm LLC and Poly C LLC as Tenants in Common
Simon Property Group, Inc.
Sysco Metro New York LLC, Sysco Baltimore LLC and Sysco South Florida Inc.
Tringale Associates LLC
US Foods, Inc.
Washington Prime Group Inc.
Weingarten Realty Investors

EXHIBIT C

Term Sheet

IN RE HRI HOLDING CORP., ET AL CASE NO. 19-12415 (MFW)

Term Sheet
December 19, 2019

This term sheet is a summary only. It does not constitute an offer or a legally binding obligation of the Debtors, the Agent, the Lenders, or the Committee (each as defined below), nor does it constitute an offer of securities or a solicitation of support for, or the acceptance or rejection of, a chapter 11 plan for the Debtors (defined below). The transactions contemplated by this term sheet are subject to conditions to be set forth in definitive documents. This document and all communications surrounding it are part of settlement discussions and subject to F.R.E. 408 and all other analogous rules of evidence.

This term sheet and the information contained herein are strictly confidential and may not be shared with any other person without the prior consent of the Debtors, the Agent or the Committee.

<p>Parties</p>	<p><u>Debtors</u>: HRI Holding Corp. and its debtor affiliates</p> <p><u>Agent</u>: CIT Bank, National Association</p> <p><u>Lenders</u>: The Agent and lenders under the DIP Credit Agreement and the Prepetition Credit Agreement</p> <p><u>Committee</u>: The official committee of unsecured creditors appointed in the Debtors' cases</p>
<p>Committee Settlement and Challenge Deadline</p>	<p>As set forth on the record of the hearing on December 5, 2019, the Debtors, Agent, the Lenders and the Committee (collectively, the "<u>Parties</u>") agree to the following global settlement subject in all respects to the termination provisions below (the "<u>Committee Settlement</u>"): </p> <ul style="list-style-type: none"> • At the closing of the going concern sale of the Debtors' business, the following amounts shall be carved out from the Lenders' liens and will be held in a segregated account established by the Debtors for the benefit of the Debtors' non-Lender creditors: (i) \$1.2 million of the proceeds of the going concern sale of the Debtors' businesses; and (ii) \$80,000 from the sale of Liquor License R-3227 (collectively, the "<u>Retained Sale Proceeds</u>"); • The proceeds realized from the sale or other disposition of liquor licenses related to the Debtors' Weekawken location (Store 234) and Lawrenceville location (Store 231) (the "<u>Identified Liquor License Proceeds</u>") shall be carved out from the Lenders' liens and will be held in a segregated account established by the Debtors for the benefit of the Debtors' non-Lender creditors; • At the closing of the going concern sale of the Debtors' business, 3.5% of any incremental cash proceeds in excess of the Landry's stalking horse bid (the "<u>Incremental Sale Proceeds</u>") shall be carved out from the Lenders' liens and will be held in a segregated account established by the Debtors for the benefit of the Debtors' non-Lender creditors;

Term Sheet

	<ul style="list-style-type: none"> • Neither Agent nor Lenders shall have any rights to the Retained Sale Proceeds, Identified Liquor License Proceeds and Incremental Sale Proceeds, whether on account of their secured claims or any remaining unsecured deficiency claims, it being the intent of the Parties that these amounts will be available for distribution to the Debtors' non-Lender creditors; • To the extent of any New Jersey liquor licenses that are not transferred to the buyer in connection with the going concern sale, the proceeds of such liquor licenses (the "<u>Excluded Liquor License Proceeds</u>") shall be (a) carved out from the Lenders' liens and will be held in a segregated account established by the Debtors; and (b) shared on a pro rata basis between (i) the Lenders, on account of their allowed unsecured deficiency claim, and (ii) the holders of allowed general unsecured claims; • Following the sale closing, the Lenders shall fund all outstanding amounts under the DIP budget, including, but not limited to, the Chapter 11 Professional Costs and the Other Chapter 11 Related Cash Flows in week 7; • Notwithstanding anything in the Final DIP Order¹ to the contrary, but subject in all respect to the termination provisions below, upon the sale closing, 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 securing the Pre-Petition Obligations; provided, however, the Committee's rights to reconcile the final amount of the Lenders' deficiency claims are reserved; • The Debtors, the Committee and the Lenders will negotiate the details of the wind down budget in order to implement the Proposed Plan (as defined below); • The chapter 11 professionals shall first look to their respective budgeted chapter 11 professional fee carve outs and second, to the estate wind down budget for payment of fees incurred during the chapter 11 cases; and • No chapter 11 professionals shall seek payment from Retained Sale Proceeds, the Identified Liquor License Proceeds, the Incremental Sale Proceeds and the Excluded Liquor License Proceeds without the prior written agreement of the Debtors, the Lenders and the Committee or order of the Court.
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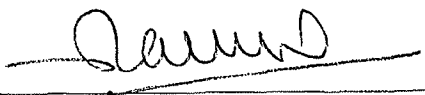
¹ The term "Final DIP Order" means the *Final Order (I) Authorizing the Debtors to (A) Obtain Post-Petition Financing, (B) Grant Liens and Superpriority Administrative Expense Claims to Post-Petition Lenders and (C) Utilize Cash Collateral, (II) Providing Adequate Protection to the Pre-Petition Secured 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].* Terms used but not otherwise defined herein shall have the meanings ascribed in the Final DIP Order.

Term Sheet

<p>Terms of Plan</p>	<p>The Parties shall negotiate in good faith to propose a plan of liquidation incorporating the following terms (the "<u>Proposed Plan</u>"): </p> <ul style="list-style-type: none"> • The Committee Settlement; • The Agent and Lenders are released by the Debtors, their estates, creditors and by third-parties, including third-parties who receive distributions under the Proposed Plan, unless such creditors or third-parties "opt out" in the Plan voting process; • To the maximum extent permitted by law, exculpation of the Debtors, the Committee, the Agent and the Lenders and their respective officers, managers, members, professionals, and representatives as to any actions taken in connection with these chapter 11 cases; • Plan injunction language reasonably acceptable to the Debtors, Lenders, and the Committee; • The Debtors, in consultation with the Committee, shall work to reconcile administrative, priority, and secured claims ("<u>APS Claims</u>") prior to the effective date of the Proposed Plan (the "<u>Effective Date</u>"); • Payment of all allowed administrative, priority and secured claims; • On the Effective Date, all (i) remaining cash after the payment of administrative, priority and secured claims; (ii) Excluded Liquor Licenses that have not been monetized; and (iii) estate claims and causes of action that have not been expressly released or sold shall be transferred to a trust (the "<u>GUC Trust</u>") for the benefit of (a) holders of allowed general unsecured claims; and (b) the Lenders, on account of their deficiency claim, except as expressly agreed by the Lenders in connection with the Committee Settlement; and • The Committee and the GUC Trust shall be responsible for the investigation, prosecution and settlement of causes of action that have not been expressly released or sold and the reconciliation on all general unsecured claims. <p>The Debtors, the Committee, the Agent and the Lenders shall jointly support the Proposed Plan, and the Debtors and the Committee shall use their reasonable best efforts to achieve confirmation thereof.</p>
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Term Sheet

CIT BANK, NATIONAL ASSOCIATION., as Agent
for each of the Lenders

By: 
Name: MEENU SAMEER
Title: DIRECTOR

COMMITTEE OF UNSECURED
CREDITORS OF HRI Holding Corp., *et al.*

By: _____
Name:
Title:

Term Sheet

CIT BANK, NATIONAL ASSOCIATION., as Agent
for each of the Lenders

By: _____
Name:
Title:

COMMITTEE OF UNSECURED
CREDITORS OF HRI Holding Corp., *et al.*


By: 
Name: Jason Adams
Title: Partner

EXHIBIT B

Remaining Objecting Parties

Exhibit B

OBJECTING PARTY
ARAMARK
Arbor Development, LLC
Be The Change Revolutions, LLC
Bridgewater Realty Corp. and Fairfield Land I, LLC
Capitol District Hotel, LLC
Cardino Realty, LLC
CBL & Associates Management, Inc.
Clemcla Realty Corp.
Detroit Columbia Properties LLC
Deutsche Asset & Wealth Management, Rice Lake Square, LP and Weitzman
DIV Cranberry, LLC
Garda CL Southwest Inc.
Giselle Brown Realty, LLC and Kellywood, LLC
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Levin Management Corporation, as Agent for the Harmon Meadow Owner, LLC
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EXHIBIT C

Term Sheet

IN RE HRI HOLDING CORP., ET AL CASE NO. 19-12415 (MFW)

Term Sheet
December 19, 2019

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<p>Parties</p>	<p><u>Debtors</u>: HRI Holding Corp. and its debtor affiliates</p> <p><u>Agent</u>: CIT Bank, National Association</p> <p><u>Lenders</u>: The Agent and lenders under the DIP Credit Agreement and the Prepetition Credit Agreement</p> <p><u>Committee</u>: The official committee of unsecured creditors appointed in the Debtors' cases</p>
<p>Committee Settlement and Challenge Deadline</p>	<p>As set forth on the record of the hearing on December 5, 2019, the Debtors, Agent, the Lenders and the Committee (collectively, the "<u>Parties</u>") agree to the following global settlement subject in all respects to the termination provisions below (the "<u>Committee Settlement</u>"): </p> <ul style="list-style-type: none"> • At the closing of the going concern sale of the Debtors' business, the following amounts shall be carved out from the Lenders' liens and will be held in a segregated account established by the Debtors for the benefit of the Debtors' non-Lender creditors: (i) \$1.2 million of the proceeds of the going concern sale of the Debtors' businesses; and (ii) \$80,000 from the sale of Liquor License R-3227 (collectively, the "<u>Retained Sale Proceeds</u>"); • The proceeds realized from the sale or other disposition of liquor licenses related to the Debtors' Weekawken location (Store 234) and Lawrenceville location (Store 231) (the "<u>Identified Liquor License Proceeds</u>") shall be carved out from the Lenders' liens and will be held in a segregated account established by the Debtors for the benefit of the Debtors' non-Lender creditors; • At the closing of the going concern sale of the Debtors' business, 3.5% of any incremental cash proceeds in excess of the Landry's stalking horse bid (the "<u>Incremental Sale Proceeds</u>") shall be carved out from the Lenders' liens and will be held in a segregated account established by the Debtors for the benefit of the Debtors' non-Lender creditors;

Term Sheet

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Term Sheet

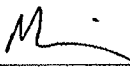
<p>Terms of Plan</p>	<p>The Parties shall negotiate in good faith to propose a plan of liquidation incorporating the following terms (the “<u>Proposed Plan</u>”):</p> <ul style="list-style-type: none"> • The Committee Settlement; • The Agent and Lenders are released by the Debtors, their estates, creditors and by third-parties, including third-parties who receive distributions under the Proposed Plan, unless such creditors or third-parties “opt out” in the Plan voting process; • To the maximum extent permitted by law, exculpation of the Debtors, the Committee, the Agent and the Lenders and their respective officers, managers, members, professionals, and representatives as to any actions taken in connection with these chapter 11 cases; • Plan injunction language reasonably acceptable to the Debtors, Lenders, and the Committee; • The Debtors, in consultation with the Committee, shall work to reconcile administrative, priority, and secured claims (“<u>APS Claims</u>”) prior to the effective date of the Proposed Plan (the “<u>Effective Date</u>”); • Payment of all allowed administrative, priority and secured claims; • On the Effective Date, all (i) remaining cash after the payment of administrative, priority and secured claims; (ii) Excluded Liquor Licenses that have not been monetized; and (iii) estate claims and causes of action that have not been expressly released or sold shall be transferred to a trust (the “<u>GUC Trust</u>”) for the benefit of (a) holders of allowed general unsecured claims; and (b) the Lenders, on account of their deficiency claim, except as expressly agreed by the Lenders in connection with the Committee Settlement; and • The Committee and the GUC Trust shall be responsible for the investigation, prosecution and settlement of causes of action that have not been expressly released or sold and the reconciliation on all general unsecured claims. <p>The Debtors, the Committee, the Agent and the Lenders shall jointly support the Proposed Plan, and the Debtors and the Committee shall use their reasonable best efforts to achieve confirmation thereof.</p>
-----------------------------	--

Term Sheet

<p>Termination</p>	<p>In the event that either (i) the sale does not close on or prior to January 31, 2020 or (ii) the Proposed Plan is not filed on or before April 30, 2020, unless waived in writing by each of the Parties, this term sheet and the Committee Settlement may be terminated and deemed null and void and of no force or effect ("<u>Termination</u>") as set forth below. Any Party seeking to declare a Termination, must serve written notice ("<u>Termination Notice</u>") on counsel to all of the other Parties. If no agreement is reached by and among each of the Parties for the withdrawal of the Termination Notice within twenty (20) days of service of the Termination Notice, the Termination will be deemed effective on the next business day (the "<u>Termination Effective Date</u>").</p> <p>Upon the Termination Effective Date, nothing contained in this term sheet, any pleading filed with the Court, or any correspondence, position papers or other communications related to the negotiation, drafting or approval of any of the foregoing, shall be argued or deemed to be an admission against any Party's interest in any proceeding or litigation by, between or among the Parties or any successors thereto, and the Parties shall be automatically returned to their respective positions, <i>status quo ante</i>. For the avoidance of doubt, upon the Termination Effective Date (i) the Lenders' rights to and liens on the Retained Sale Proceeds, Identified Liquor License Proceeds, and Incremental Sale Proceeds shall be reinstated in full and (ii) the Committee shall have thirty (30) days from the Termination Effective Date to commence a 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 securing the Pre-Petition Obligations.</p>
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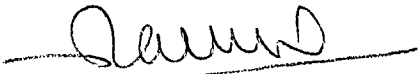
IN WITNESS WHEREOF, the Parties have executed this Term Sheet as of the date first written above.

HRI Holding Corp., *et al.*

By: 
 Name: Matthew R. Manning
 Title: Chief Restructuring Officer

Term Sheet

CIT BANK, NATIONAL ASSOCIATION., as Agent
for each of the Lenders

By: 
Name: MEENOO SAMEER
Title: DIRECTOR

COMMITTEE OF UNSECURED
CREDITORS OF HRI Holding Corp., *et al.*

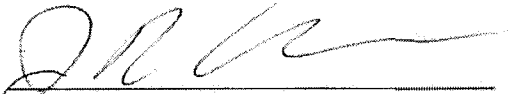
By: _____
Name:
Title:

Term Sheet

CIT BANK, NATIONAL ASSOCIATION., as Agent
for each of the Lenders

By: _____
Name:
Title:

COMMITTEE OF UNSECURED
CREDITORS OF HRI Holding Corp., *et al.*

By: 
Name: Jason Adams
Title: Partner