

Fill in this information to identify the case:

Debtor HRI Holding Corp.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 19-12415

**Official Form 410
Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>Baryenbruch, Kurt</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor <u>Houlihans Restaurant Incorporated HRI</u></p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Baryenbruch, Kurt</u> <u>760 COUNTRYSIDE DR</u> <u>BOLINGBROOK, IL 60490-5458</u></p> <p>Contact phone _____</p> <p>Contact email <u>kbaryen@aol.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____</p> <p>Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 20000.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money investment

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 03/30/2020
MM / DD / YYYY

/s/Kurt Baryenbruch
Signature

Print the name of the person who is completing and signing this claim:

Name Kurt Baryenbruch
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7530 | International 001-310-823-9000

Debtor: 19-12415 - HRI Holding Corp. District: District of Delaware		
Creditor: Baryenbruch, Kurt 760 COUNTRYSIDE DR BOLINGBROOK, IL, 60490-5458 Phone: Phone 2: Fax: Email: kbaryen@aol.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor: Houlihans Restaurant Incorporated HRI	Amends Claim: No Acquired Claim: No	
Basis of Claim: Money investment	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 20000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Kurt Baryenbruch on 30-Mar-2020 9:33:14 a.m. Eastern Time Title: Company:		

This **SUBSCRIPTION AGREEMENT**, dated as of December __, 2015 (this “**Agreement**”), is made by and between HDJG Corp., a Delaware Corporation (the “**Company**”), and _____ (“**Subscriber**”).

RECITALS

WHEREAS, reference is made to that certain Agreement and Plan of Merger, dated as of November 4, 2015 (as amended on December [___], 2015, the “**Merger Agreement**”), by and among Company, Company Merger Corp., HRI Holding Corp. (“**HRI**”), Subscriber and such other Signing Stockholders named therein, and Goldner Hawn Johnson & Morrison Incorporated, solely in its capacity as Sellers Representative (all capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Merger Agreement); and

WHEREAS, prior to and without giving effect to the consummation of the transactions contemplated by the Merger Agreement, Subscriber owns shares of common stock, of HRI, par value \$0.01 (“**HRI Shares**”); and

WHEREAS, Subscriber desires to acquire such number of shares of Preferred Stock (as defined below) as set forth on Exhibit A (the “**Shares**”); and

WHEREAS, Subscriber’s consideration for such Shares will be (a) cash, (b) some or all of Subscriber’s HRI Shares, if any or (c) a combination of (a) and (b); and

WHEREAS, the transactions contemplated hereby, including the contribution and exchange of Rollover Shares (as defined below) for Shares, together with other cash contribution made to the Company in anticipation of the Merger, are intended to be part of a tax-deferred contribution under Section 351 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

NOW, THEREFORE, in consideration of the foregoing, the agreements set forth in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the following respective meanings.

“**Board**” shall mean the Board of Directors of the Company.

“**Cause**” shall mean the occurrence of any one or more of the following events: (i) Subscriber’s misconduct, violation of the rules or policies of the Company, or breach of a fiduciary duty owed to the Company; (ii) Subscriber’s commission of an act of fraud, theft, misappropriation or embezzlement; (iii) Subscriber’s violation of federal or state securities laws; (iv) Subscriber’s commission of a felony or any other crime involving moral turpitude; or (v) Subscriber’s material breach of any written agreement between the Company and Subscriber

“**Fair Market Value**” of the Shares on any given date shall mean the fair market value of the Preferred Stock determined in good faith by the Board based on the reasonable application of a reasonable valuation method not inconsistent with Section 409A of the Code. If the Preferred Stock is admitted to quotation on a national securities exchange, the determination shall be made

by reference to market quotations. If the date for which Fair Market Value is determined is the first day when trading prices for the Preferred Stock are reported on a national securities exchange, the Fair Market Value shall be the “price to the public” (or equivalent) set forth on the cover page for the final prospectus relating to the Company’s initial public offering.

“**Permitted Transferees**” shall mean any person or entity to whom Subscriber may transfer the Shares in accordance with the terms of the Stockholders’ Agreement of the Company dated as of December __, 2015, as the same may be amended, modified or supplemented from time to time.

“**Person**” shall mean any individual, corporation, partnership (limited or general), limited liability company, limited liability partnership, association, trust, joint venture, unincorporated organization or any similar entity.

“**Preferred Stock**” shall mean Series A Convertible Preferred Stock of the Company, par value \$0.001 per share, and any other class or series of stock resulting from changes to or reclassifications of such stock of the Company.

“**Repurchase Event**” shall mean the termination of the Subscriber’s employment with the Company or any Subsidiary for Cause.

“**Subsidiary**” shall mean any corporation or other entity in which the Company has more than a fifty percent (50%) interest, either directly or indirectly.

2. Acquisition of Shares. Subject to the terms and conditions hereof, the Company hereby agrees to issue to Subscriber, and Subscriber hereby subscribes for and agrees to acquire from the Company, the Shares at a purchase price of \$1,000 per share for an aggregate amount as set forth on Exhibit A (the “**Subscription Price**”). At the Effective Time, the Subscription Price shall be paid by Subscriber to the Company by (a) wire transfer of immediately available funds (“**Cash Consideration**”), (b) the exchange of some or all of Subscriber’s HRI Shares (the “**Rollover Shares**”) or (c) a combination of (a) and (b), as set forth on Exhibit A. For the avoidance of doubt, fractional Shares will not be issued. The value of the Rollover Shares shall equal the product of multiplying (i) the number of Rollover Shares by (ii) the Per-Share Closing Consideration.

3. Representations and Warranties. Subscriber represents and warrants to the Company, as of the date hereof and as of the Effective Time, as follows:

(a) Existence and Power; Authorization. Subscriber has the legal capacity and all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and thereby. If Subscriber is married and the spouse of Subscriber holds Rollover Shares which constitute community property under Applicable Law, such spouse has duly authorized, executed and delivered this Agreement, and this Agreement constitutes the valid and binding agreement of such spouse. If Subscriber has executed this Agreement in a representative or fiduciary capacity then Subscriber has full power and authority to enter into and perform this Agreement.

(b) Governmental Authorization. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Authority, is required by or with respect to Subscriber in connection with the execution and delivery of this Agreement by Subscriber or the consummation by Subscriber of the transactions contemplated hereby, except for such filings, authorizations, consents and approvals that if not obtained or made would not have a material adverse effect on the ability of Subscriber to consummate the transactions contemplated by this Agreement.

(c) Noncontravention. The execution and delivery by Subscriber of this Agreement and the consummation of the transactions contemplated hereby and thereby do not conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) any Applicable Law or any other agreement to which Subscriber is a party.

(d) Ownership of Rollover Shares. Subscriber is the record and beneficial owner of the Rollover Shares and owns the Rollover Shares free and clear of any Liens or restriction on the right to vote, sell or otherwise dispose of such Rollover Shares.

(e) Investment Intent. Subscriber is acquiring the Shares for its own account for investment purposes only and not with a view to any public distribution thereof or with any intention of selling, distributing or otherwise disposing of the Shares in a manner that would violate the registration requirements of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (“**Securities Act**”) or the securities laws of any state. Subscriber has no present intention of selling, granting a participation in or otherwise distributing the same other than in compliance with all laws, including United States federal securities laws.

(f) Registration. Subscriber agrees that the Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities laws, except pursuant to an exemption from such registration under the Securities Act and such laws, and that the Shares are subject to transfer restrictions as set forth in the Stockholders’ Agreement, dated December __, 2015, by and among the Company and the stockholders listed on Annex I attached thereto. Unless Subscriber has checked “YES” in subparagraph (i) below, it is understood that the Shares are being issued and sold in reliance on the exemption provided in Rule 701 of the Securities Act (defined below) pursuant to the Plan annexed hereto as Annex A. Subscriber understands that unless the exemption under Rule 701 is applicable the Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act that depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Subscriber’s representations as expressed herein. (g) Restricted Securities. Subscriber understands that the Shares are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Subscriber must hold the Shares indefinitely unless they are registered with the United States Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Subscriber agrees to the imprinting of a legend on certificates representing all of his Shares of Preferred Stock to the following effect: “THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION

STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.” Such legend to be retained unless and until such restrictions are no longer effective and the shares of Preferred Stock represented thereby need no longer to be subject to such restrictions

(h) No Public Market. Subscriber understands that no public market now exists for the Shares and that the Company has made no assurances that a public market will ever exist for the Shares. Subscriber is able to bear the economic risk of holding the Preferred Stock of the Company for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

(i) Accredited Investor. Subscriber is an “accredited investor” as such term is defined in Regulation D promulgated under the Securities Act. [YES ___/NO ___]

(j) Litigation. There is no litigation, action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Subscriber, threatened against Subscriber, nor is Subscriber subject to any outstanding order, writ, judgment, injunction or decree that, in any case, would (i) prevent, hinder or materially delay the consummation of the transactions contemplated by this Agreement or the Merger Agreement or (ii) otherwise prevent, hinder or materially delay performance by Subscriber of any of its obligations under this Agreement or the Merger Agreement.

(k) Proceedings. Subscriber has not been: (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for Subscriber’s business or property or that of any partnership of which Subscriber was a general partner or any corporation or business association of which Subscriber was an executive officer; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or been otherwise accused of any act of moral turpitude; (iii) the subject of any order, judgment, or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining Subscriber from, or otherwise imposing limits or conditions on Subscriber’s ability to engage in any securities, investment advisory, banking, insurance or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission (the “SEC”) to have violated any federal or state commodities, securities or unfair trade practices law.

4. Repurchase Right.

(a) Right of Repurchase. Upon the occurrence of a Repurchase Event, the Company or its assigns shall have the right, but not the obligation (such right, the “**Repurchase Right**”) to repurchase from the Subscriber (or any Permitted Transferee) some or all (as determined by the Company in its discretion) of the Shares held by the Subscriber (or any Permitted Transferee) at the price per share specified below (the “**Repurchase Price**”). The Repurchase Right may be exercised by the Company within six months of a Repurchase Event.

The Repurchase Right shall be exercised by the Company by giving the Subscriber or any Permitted Transferees written notice of its intention to exercise the Repurchase Right. Upon such notification, the Subscriber and any Permitted Transferees shall promptly surrender to the Company any certificates representing the shares of Preferred Stock being repurchased, together with a duly executed stock power for the transfer of such shares to the Company or the Company's assignee or assignees. Upon receipt of the certificates representing the shares of Preferred Stock being repurchased, the Company or its assignee or assignees shall, subject to Section 4(b), deliver to him, her or them a check or wire transfer immediately available funds for the Repurchase Price of the shares of Preferred Stock being repurchased; *provided, however*, that the Company may pay the Repurchase Price for such shares by offsetting and canceling any indebtedness then owed by the Subscriber to the Company.

(b) Limitations on Company's Repurchase Obligations. To the extent that the Company is a party to any financing arrangement that restricts the ability of the Company or any of its Subsidiaries to repurchase Preferred Stock, the Company's obligation to pay the Repurchase Price shall be deferred until such time as the Company may make such payment without violating the terms of such financing arrangement or, if earlier, at such time as the Company and its Subsidiaries shall have obtained a waiver or consent to such payment.

(c) Repurchase Price. The Repurchase Price for any shares of Preferred Stock being repurchased hereunder shall be the lower of (i) Purchaser's cost of such shares of Preferred Stock being repurchased hereunder and (ii) the Fair Market Value of such Preferred Stock as of the date of the Repurchase Event giving rise to the repurchase.

(d) Termination of Repurchase Right. The Repurchase Right shall terminate upon the closing of a public offering of any capital stock of the Company or any merger or other transaction that would involve the exchange of the Shares for any other securities.

5. Put Right. The parties acknowledge and agree that, in the event that Subscriber terminates its full-time employment with the Company or its Subsidiaries or if the Company or its Subsidiaries terminate Subscriber for any reason other than for Cause, at any time prior to the six month anniversary of the Effective Time, the Company grants Subscriber the right (the "**Put Right**") to require the Company to purchase the Shares for a purchase price equal to the Subscription Price ("**Put Price**"). Subscriber must give written notification of its desire to exercise the Put Right to the Company. For the avoidance of doubt, if Subscriber is terminated for Cause, Subscriber shall not be entitled to the Put Right described herein.

6. Restrictions on Transfer of Shares. Except as set forth in Section 5, Subscriber may only transfer the Shares to a Permitted Transferee; *provided, however*, that such Permitted Transferee(s) shall, as a condition to any such transfer, agree to be subject to the provisions of Section 4 of this Agreement, and shall have delivered a written acknowledgment to that effect to the Company.

7. Miscellaneous.

(a) Amendment. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally or by course of dealing, but only by a statement

in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

(b) Parties in Interest. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Company's respective successors and assigns, whether so expressed or not.

(c) Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

(d) Choice of Law. It is the intention of the parties that the internal laws, and not the laws of conflicts, of the State of Delaware should govern the enforceability and validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile transmission, and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Company and Subscriber with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Subscription Agreement as of the date first written above.

COMPANY:

HDJG CORP.

By: _____
Name:
Title:

SUBSCRIBER:

Exhibit A

Subscription Price	
Shares	
HRI Shares	
Per-Share Closing Consideration	
Cash Consideration	

HDJG CoRP.
2015 RULE 701 STOCK PLAN

WHEREAS, the Company (as defined below) wishes to offer to certain of its employees the opportunity to purchase Series A Preferred Stock (as defined below) in a compensatory manner in exchange for their contributions to the Company through their employment.

WHEREAS, the Company may offer certain employees the opportunity to invest with a loan from the Company up to one time (1x) their investment amount in cash for the purchase of such shares of Series A Preferred Stock pursuant to this Plan (a “**Loan**”). Such Loan shall be secured by the shares of Series A Preferred Stock received under the Plan and shall accrue interest at the applicable federal rate. This opportunity shall only be available to current and active employees of the Company.

NOW, THEREFORE, the Company sets forth the provisions of the Plan (as defined below) below.

8. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the HDJG Corp. 2015 Rule 701 Stock Plan (the “**Plan**”). The purpose of the Plan is to encourage and enable employees (including prospective employees, but conditioned on their employment) of HDJG Corp., a Delaware corporation (including any successor entity, the “**Company**”) and any Subsidiary, upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business, to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company’s welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company’s behalf and strengthening their desire to remain with the Company.

The following terms shall be defined as set forth below:

“**Act**” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“**Agreement**” means a subscription agreement setting forth the terms and provisions applicable to a purchase of Series A Preferred Stock under the Plan. Each Agreement may contain terms and conditions in addition to those set forth in the Plan; *provided, however*, that except to the extent explicitly provided to the contrary, in the event of any conflict in the terms of the Plan and the Agreement, the terms of the Plan shall govern.

“**Board**” means the Board of Directors of the Company.

“**Code**” means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

“**Committee**” means the Committee referred to in Section 2.

“**Series A Preferred Stock**” means shares of the Series A Convertible Preferred Stock of the Company, par value \$0.001.

“**Stockholders Agreement**” means that certain Stockholders Agreement, dated as of December __, 2015, by and among the Company and those certain stockholders listed therein.

“**Subsidiary**” means any corporation or other entity (other than the Company) in which the Company has more than a 50 percent interest, either directly or indirectly.

9. ADMINISTRATION OF PLAN; COMMITTEE AUTHORITY TO SELECT EMPLOYEES AND DETERMINE SUBSCRIPTION AMOUNTS

(a) Administration of Plan. The Plan shall be administered by the Board, or at the discretion of the Board, by a committee of the Board, comprised, except as contemplated by Section 2(c), of not less than two Directors. All references herein to the “Committee” shall be deemed to refer to the group then responsible for administration of the Plan at the relevant time (i.e., either the Board of Directors or a committee or committees of the Board, as applicable).

(b) Powers of Committee. The Committee shall have the power and authority to sell Series A Preferred Stock consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals who shall be permitted to purchase Series A Preferred Stock from time to time;

(ii) to determine the time or times of purchase and sale, and the amount, if any, of Series A Preferred Stock sold to any one or more employees;

(iii) to determine the number of shares of Series A Preferred Stock to be covered by any Agreement and the subscription terms related thereto;

(iv) to determine and, subject to Section 7, to modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Agreement, which terms and conditions may differ among individual Agreements and employees, and to approve the form of Agreements;

(v) to impose any limitations on the purchase of Series A Preferred Stock under the Plan, including limitations on transfers, repurchase provisions and the like, and to exercise repurchase rights or obligations; and

(vi) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Agreement (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

[Signature Page to HDJG Corp. Subscription Agreement]

All decisions and interpretations of the Committee shall be binding on all persons, including the Company and Plan participants.

(c) Agreement. The purchases of Series A Preferred Stock under the Plan shall be evidenced by Agreements that set forth the terms, conditions and limitations for each sale of Series A Preferred Stock and may include, without limitation, the provisions applicable in the event employment terminates and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind shares under an Agreement.

(d) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's governing documents, including its certificate of incorporation or bylaws, or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

10. SERIES A PREFERRED STOCK ISSUABLE UNDER THE PLAN

(a) Series A Preferred Stock Issuable. The maximum number of shares of Series A Preferred Stock reserved and available for issuance under the Plan shall be 2,000 shares, subject to adjustment as provided in Section 3(b). Shares of Series A Preferred Stock may be issued up to such maximum number pursuant to any type or types of Agreements. The shares available for issuance under the Plan may be authorized but unissued shares of Series A Preferred Stock.

(b) Changes in Stock. If, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Series A Preferred Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Series A Preferred Stock or other securities, or, if, as a result of any merger or consolidation, or sale of all or substantially all of the assets of the Company, the outstanding shares of Series A Preferred Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Committee shall make an appropriate and equitable or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, (ii) the number of shares of Series A Preferred Stock subject to any then outstanding Agreements under the Plan and (iii) subject to the terms of the certificate of incorporation of the Company, the liquidation price, if any, per share subject to each outstanding share of Series A Preferred Stock. The adjustment by the Committee shall be final, binding and conclusive. No fractional shares of Series A Preferred Stock shall be issued under the Plan resulting from any such adjustment, but the Committee in its discretion may make a cash payment in lieu of fractional shares.

11. ELIGIBILITY

Participants under the Plan will be such full or part-time employees (including prospective employees, but conditioned on their employment) of the Company and any Subsidiary who are selected from time to time by the Committee in its sole discretion.

12. series a preferred STOCK ISSUANCES AND SALES

(a) Nature of Series A Preferred Stock Sales and Issuances. The Committee shall determine the restrictions and conditions applicable to each Series A Preferred Stock issuance at the time of sale. Conditions may be based on continuing employment and objectives and/or such other criteria as the Committee may determine. The sale and issuance of a Series A Preferred Stock is contingent on the employee executing (i) an Agreement and (ii) a joinder to the Stockholders Agreement. The terms and conditions of each such Agreement shall be determined by the Committee, and such terms and conditions may differ among individual employees, all of whom must be eligible persons under Section 4 hereof.

(b) Rights as a Stockholder. Upon execution of an Agreement and payment of the applicable purchase price, a purchaser of Series A Preferred Stock shall be considered the record owner of and shall be entitled to vote the shares of Series A Preferred Stock if, and to the extent, such shares are entitled to voting rights, subject to such conditions contained in the Agreement and the Stockholders Agreement. Except as otherwise provided for in any agreement or waiver letter, the purchaser shall be entitled to receive all dividends and any other distributions declared on the shares; provided, however, that the Company is under no duty to declare any such dividends or to make any such distribution. The Agreement may require or permit the immediate payment, waiver, deferral or investment of dividends paid on the Series A Preferred Stock. The Series A Preferred Stock shall be subject to the terms and conditions of the Stockholders Agreement applicable thereto.

(c) Restrictions. Series A Preferred Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein, in the Agreement or in the Stockholders Agreement. To the extent set forth in the Agreement or, subject to Section 7 below, in writing after the Agreement is issued, if any, if a purchaser's employment with the Company and any Subsidiary terminates, the Company or its assigns shall have the right, as may be specified in the relevant instrument, to repurchase some or all of the shares subject to the Agreement at such purchase price or other price as is set forth in the Agreement.

13. TRANSFER, LEAVE OF ABSENCE, ETC.

For purposes of the Plan, the following events shall not be deemed a termination of employment:

(a) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or

(b) an approved leave of absence for military service, sickness or disability, or for any other purpose approved by the Company, if the employee's right to re-employment is

[Signature Page to HDJG Corp. Subscription Agreement]

guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Committee otherwise so provides in writing.

14. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Committee may, at any time, amend any Agreement for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Agreement without the consent of the affected holder of the Series A Preferred Stock.

15. STATUS OF PLAN

With respect to any payments in cash, Series A Preferred Stock or other consideration not received by an employee, an employee shall have no rights greater than those of a general creditor of the Company solely as a result of the existence of the Plan unless the Committee shall otherwise expressly so determine in connection with any sale of Series A Preferred Stock.

16. GENERAL PROVISIONS

(a) No Distribution; Compliance with Legal Requirements. The Committee may require each person acquiring Series A Preferred Stock pursuant to an Agreement to represent to and agree with the Company in writing that such person is acquiring the shares of Series A Preferred Stock without a view to distribution thereof. No shares of Series A Preferred Stock shall be issued pursuant to an Agreement until all applicable securities law and other legal and stock exchange or similar requirements have been satisfied, except for such requirements as may be timely satisfied following such issuance. The Committee may require the placing of such stop-orders and restrictive legends on certificates for Series A Preferred Stock as it deems appropriate.

(b) Delivery of Series A Preferred Stock Certificates. Series A Preferred Stock certificates issued to purchasers under the Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the purchaser, at the purchaser's last known address on file with the Company.

(c) Other Compensation Arrangements; No Employment Rights. Nothing contained in the Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of the Plan and the issuance or sale of Series A Preferred Stock do not confer upon any employee any right to continued employment or service relationship with the Company or any Subsidiary.

(d) Trading Policy Restrictions. The sale of Series A Preferred Stock under the Plan shall be subject to such Company insider trading policy-related restrictions, terms and conditions as may be established by the Committee, or in accordance with policies set by the Committee, from time to time.

(e) Loans to Series A Preferred Stock Recipients. The Company shall have the authority, to the extent permitted by law, to make Loans to recipients of Series A Preferred Stock hereunder (including to facilitate the purchase of shares) and shall further have the authority to issue shares for promissory notes hereunder. Such Loans shall be extended pursuant to a validly exercised loan and security agreement between the Company and the applicable borrower.

(f) Legend. Any certificate(s) representing the Series A Preferred Stock issued pursuant to this Plan shall carry substantially the following legend:

The transferability of this certificate and the shares of stock represented hereby are subject to the restrictions, terms and conditions (including repurchase and restrictions against transfers) contained in the HDJG Corp. 2015 Rule 701 Stock Plan and any agreement entered into thereunder by and between the company and the holder of this certificate (a copy of which is available at the offices of the company for examination).

17. EFFECTIVE DATE OF PLAN

The Plan is effective as of December 16, 2015, which is the date on which it was approved by the Company's stockholders and board of directors.

18. GOVERNING LAW

This Plan, all sales of Series A Preferred Stock and any controversy arising out of or relating to this Plan and all sales of Series A Preferred Stock shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

DATE APPROVED BY THE BOARD OF DIRECTORS: December 16, 2015

DATE APPROVED BY THE STOCKHOLDERS: December 16, 2015

JOINDER TO STOCKHOLDERS' AGREEMENT

THIS JOINDER (this "Joinder") to the **STOCKHOLDERS' AGREEMENT**, dated as of December 17, 2015, by and among HDJG Corp., a Delaware corporation (the "Corporation") and the other parties named therein (the "Stockholders' Agreement"), is made by and between the Corporation and the undersigned party (the "Stockholder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Stockholders' Agreement.

WHEREAS, on the date hereof, the Stockholder acquired shares of Series A Convertible Preferred Stock from the Corporation and pursuant to Section 3.1 of the Stockholders' Agreement, as a condition of the effectiveness of the acquisition, the Corporation requires each Person that acquires Equity Securities to execute a Joinder agreeing to be treated as an Other Stockholder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. Agreement to be Bound. The Stockholder hereby (i) acknowledges that s/he has received and reviewed a complete copy of the Stockholders' Agreement and (ii) agrees that upon execution of this Joinder, the Stockholder shall become a party to the Stockholders' Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Stockholders' Agreement as an Other Stockholder pursuant to Section 3.1 of the Stockholders' Agreement.

2. Governing Law. This Joinder shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

3. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Stockholder has executed this Joinder to the Stockholders' Agreement, as of the date set forth below.

Name:

Date