

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

| | | |
|---|---|--|
| 1. Who is the current creditor? | <u>CIT Bank, National Associatoin</u> Name of the current creditor (the person or entity to be paid for this claim) | |
| | Other names the creditor used with the debtor _____ | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| | See summary page | CIT Bank, National Association Attn: Bernard De Meo 11 West 42nd Street New York, NY 10036, USA |
| | Contact phone <u>213-443-9003</u> | Contact phone <u>212-461-7917</u> |
| | Contact email <u>bill.freeman@katten.com</u> | Contact email <u>bernard.demeo@cit.com</u> |
| | Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div> | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? _____ | |



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? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _ _ _ _ |
| 7. How much is the claim? | \$ <u>See attached rider</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> 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. <u>Money Loaned</u> |
| 9. Is all or part of the claim secured? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: <u>See attached rider.</u> Basis for perfection: <u>See attached rider.</u> 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: <u>\$See attached rider.</u> Amount of the claim that is secured: <u>\$See attached rider.</u> Amount of the claim that is unsecured: <u>\$See summary pa</u> (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: <u>\$See attached rider.</u> Annual Interest Rate (when case was filed) <u>Rider</u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable |
| 10. Is this claim based on a lease? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ |
| 11. Is this claim subject to a right of setoff? | <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u>2</u>) that applies. | \$ <u>See attached rider</u> |

* 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 03/31/2020
MM / DD / YYYY

/s/Bernard De Meo
Signature

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

Name Bernard De Meo
First name Middle name Last name

Title Vice President

Company CIT Bank, National Association
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 11 West 42nd Street, New York, NY, 10036, USA

Contact phone 212-461-7917 Email bernard.demeo@cit.com



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: CIT Bank, National Associatoin Katten Muchin Rosenman LLP, Attn B. Freeman 515 S. Flower Street Suite 1000 Los Angeles, CA, 90071 USA Phone: 213-443-9003 Phone 2: Fax: Email: bill.freeman@katten.com | Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: | |
| Has Related Claim: Yes Related Claim Filed By: | | |
| Filing Party: Creditor | | |
| Disbursement/Notice Parties: CIT Bank, National Association Attn: Bernard De Meo 11 West 42nd Street New York, NY, 10036 USA Phone: 212-461-7917 Phone 2: Fax: E-mail: bernard.demeo@cit.com DISBURSEMENT ADDRESS | | |
| Other Names Used with Debtor: | Amends Claim: No Acquired Claim: No | |
| Basis of Claim: Money Loaned | Last 4 Digits: No | Uniform Claim Identifier: |
| Total Amount of Claim: See attached rider | Includes Interest or Charges: Yes | |
| Has Priority Claim: Yes | Priority Under: 11 U.S.C. §507(a)(2): See attached rider | |
| Has Secured Claim: Yes: See attached rider. Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No | Nature of Secured Amount: Describe: See attached rider. Value of Property: See attached rider. Annual Interest Rate: Rider% Arrearage Amount: See attached rider. Basis for Perfection: See attached rider. Amount Unsecured: See attached rider. | |

Submitted By:

Bernard De Meo on 31-Mar-2020 8:23:47 p.m. Eastern Time

Title:

Vice President

Company:

CIT Bank, National Association

Optional Signature Address:

Bernard De Meo
11 West 42nd Street

New York, NY, 10036
USA

Telephone Number:

212-461-7917

Email:

bernard.demeo@cit.com

**RIDER TO PROOF OF CLAIM OF
CIT BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT**

The Pre-Petition Agent (as defined below), submits this Proof of Claim and Rider (including exhibits, this “Claim”), on behalf of itself and the other Pre-Petition Secured Parties (as defined below) against each of the entities identified on **Exhibit A** hereto (collectively, the “Debtors”).

I. General Background.

On November 14, 2019, each of the Debtors filed respective 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”). The Debtors’ chapter 11 cases are being jointly administered under Case No. 19-12415.

Pursuant to paragraph D(2)(b) of 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* entered by the Court on December 5, 2019 [Doc. No. 163] (as amended, modified or supplemented from time to time, the “Final DIP Order”),¹ this Claim has already been deemed allowed, subject only to a Challenge during the Challenge Period (each as defined in the Final DIP Order).

II. The Pre-Petition Financing Documents.

CIT Bank, National Association, as administrative agent (the “Pre-Petition Agent”), files this Claim against each of the Pre-Petition Borrowers and Pre-Petition Guarantors (each as

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Final DIP Order.

defined below) on behalf of itself and the lenders to the Pre-Petition Credit Agreement (as defined below) (“the “Pre-Petition Secured Parties”) for amounts owed to the Pre-Petition Secured Parties pursuant to that certain Credit and Guaranty Agreement dated as of December 17, 2015 (as amended, modified or supplemented from time to time, the “Pre-Petition Credit Agreement”), by and among (1) HDJG Merger Corp., (2) HRI Holdings Corp., Houlihan’s Restaurant’s, Inc., and each other Person listed on Schedule A to the Pre-Petition Credit Agreement as a Borrower (collectively, the “Pre-Petition Borrowers”), (3) HDJG Corp. and the other Guarantors (as defined in the Pre-Petition Credit Agreement) (collectively, the “Pre-Petition Guarantors”), (4) the Pre-Petition Secured Parties, as lenders, and (5) the Pre-Petition Agent. Pursuant to the terms of the Pre-Petition Credit Agreement, the Pre-Petition Secured Parties made loans, advances and provided other financial accommodations to the Pre-Petition Borrowers. The Pre-Petition Credit Agreement and the other Loan Documents (as defined in the Pre-Petition Credit Agreement) are referred to herein as the “Pre-Petition Financing Documents”.

III. Amount of Prepetition Indebtedness.

As of the Petition Date, the aggregate amount of all Obligations (as defined in the Pre-Petition Credit Agreement, hereafter the “Pre-Petition Obligations”) owing by the Pre-Petition Borrowers and Pre-Petition Guarantors to the Pre-Petition Secured Parties under and in connection with the Pre-Petition Financing Documents was not less than (a) \$44,583,642, plus interest accrued and accruing thereon at the rate in effect on the Petition Date in the amount of \$4,515,538.52, including (b) outstanding letters of credit in the aggregate amount of \$1,824,569, plus (c) accrued and accruing fees, plus (d) all accrued and accruing costs and expenses (including attorneys’ fees and legal expenses), plus (e) any other charges and liabilities accrued, accruing or chargeable, whether due or to become due, matured or contingent, under the Pre-

Petition Credit Agreement. Interest, fees, costs and expenses have been incurred since the Petition Date and continue to accrue.

Without limiting the foregoing, the Pre-Petition Obligations include all indemnification obligations of the Pre-Petition Borrowers and Pre-Petition Guarantors to the Pre-Petition Secured Parties arising under the Pre-Petition Financing Documents, including, without limitation, the indemnitee and other protections provided to indemnitees under the obligations arising under the Pre-Petition Credit Agreement, which survive payment in full of the Pre-Petition Obligations.

IV. Pre-Petition Collateral.

As of the Petition Date, the Pre-Petition Obligations were secured pursuant to the Pre-Petition Financing Documents by valid, binding, perfected, enforceable and non-avoidable first priority security interests and liens (the "Pre-Petition Credit Liens") granted by the Pre-Petition Borrowers and Pre-Petition Guarantors to the Pre-Petition Agent, for the benefit of itself and the Pre-Petition Secured Parties, upon the Collateral (as defined in the Pre-Petition Credit Agreement, hereafter the "Pre-Petition Collateral"), subject only to any valid, perfected and unavoidable liens or security interests otherwise existing as of the Petition Date, which are acknowledged to be senior in priority under the Pre-Petition Credit Agreement.

The Pre-Petition Agent, on behalf of the other Pre-Petition Secured Parties, has a valid, binding and perfected nonavoidable and first priority security interest and lien in all cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all Pre-Petition Collateral (the "Cash Collateral"), including all amounts on deposit in all of Debtors' banking, checking or other deposit accounts with each of the Pre-Petition Secured Parties, whether as original collateral or proceeds of other Pre-Petition Collateral, and all such Cash Collateral is part of the Pre-Petition Collateral.

V. Administrative Expense Claims.

The Pre-Petition Agent and the other Pre-Petition Secured Parties, in their capacities as the DIP Agent and the DIP Lenders (each as defined in the Final DIP Order), have incurred certain administrative expense claims (“Administrative Expense Claims”) subsequent to the Petition Date.

Pursuant to the Final DIP Order and the supplement thereto [Docket No. 353], the Pre-Petition Secured Parties are entitled to adequate protection resulting from (1) the provisions of the Final DIP Order granting either or both first priority and priming liens on the Pre-Petition Collateral to the DIP Agent, for the benefit of the DIP Lenders, with respect to the DIP Facility, (2) use of the Cash Collateral, (3) use, sale, lease, decrease or depreciation or other diminution in value of the Pre-Petition Collateral, (4) the subordination to the Carve-Out, and (5) the imposition of the automatic stay under Bankruptcy Code section 362(a) or otherwise pursuant to Bankruptcy Code sections 361(a), 363(c), 364(c), and 364(d)(1). (*See* Final DIP Order at 10.)

Additionally, for all Post-Petition Obligations, subject only to the Carve-Out, the DIP Agent, for the benefit of itself and the DIP Lenders, were granted an allowed superpriority administrative expense claim pursuant to Bankruptcy Code section 364(c)(1), having priority in right of payment over any and all other obligations, liabilities, and indebtedness, including any and all unsecured claims, administrative expenses, adequate protection claims, priority claims, or any other claims of the kind specified in, or ordered pursuant to, the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 507, 364(c)(1), 546(c), 726 or 1114, and 506(c) and 552(b). (*See* Final DIP Order at 23.)

As of March 31, 2020, the Pre-Petition Agent and the other Pre-Petition Secured Parties, in their capacities as DIP Agent and DIP Lenders, have accrued Administrative Expense Claims

for post-petition interest in the amount of at least \$1,149,407.35. The Pre-Petition Agent and the other Pre-Petition Secured Parties reserve all rights with respect to the Administrative Expense Claims, including, without limitation, the right to assert Administrative Expense Claims not otherwise set forth herein.

VI. Documents.

The Pre-Petition Financing Documents are voluminous and can be made available by contacting the Pre-Petition Agent's counsel, Bill Freeman at bill.freeman@katten.com or Karen Dine at karen.dine@katten.com.

VII. Reservation of Rights.

This Claim is not intended to be, and shall not be construed as, (1) an election of remedies, (2) a waiver of any defaults, or (3) a waiver or limitation of any rights, remedies, claims or interests of the Pre-Petition Agent or the other Pre-Petition Secured Parties.

The Pre-Petition Agent and other Pre-Petition Secured Parties reserve the right to amend and supplement this Claim at any time and in any respect, including, but not limited to, for purposes of fixing, increasing, or amending in any respect the amounts referred to herein, asserting administrative claim status or super-priority administrative claim status for all or any portion of any of the amounts claimed herein, and adding or amending documents and other information and further describing this Claim.

This Claim is made without prejudice to the Pre-Petition Agent's or the other Pre-Petition Secured Parties' rights under the Bankruptcy Code or otherwise, including, but not limited to, any and all rights of setoff and recoupment. The Pre-Petition Agent and the other Pre-Petition Secured Parties do not consent to the surcharge of the Pre-Petition Collateral (or such collateral as may be provided by certain orders of the Bankruptcy Court) by the Debtors' estates, their

representatives or any other person or party-in-interest pursuant to 11 U.S.C. §506(c) or otherwise. The Pre-Petition Agent and the other Pre-Petition Secured Parties expressly preserve all of their rights and claims against the Debtors and their respective creditors under the Final DIP Order and Bankruptcy Code.

Exhibit A

Pre-Petition Borrowers and Pre-Petition Guarantors² (Sorted by Case No.)

| # | Debtor Name | Borrower/Guarantor | Case No. |
|-----|---|--------------------|----------|
| 1. | HRI Holding Corp. | Borrower | 19-12415 |
| 2. | Houlihan's Restaurants, Inc. | Borrower | 19-12416 |
| 3. | HDJG Corp. | Guarantor | 19-12417 |
| 4. | Red Steer, Inc. | Borrower | 19-12418 |
| 5. | Sam Wilson's/Kansas, Inc. | Borrower | 19-12419 |
| 6. | Darryl's of St. Louis County, Inc. | Borrower | 19-12420 |
| 7. | Darryl's of Overland Park, Inc. | Borrower | 19-12421 |
| 8. | Houlihan's of Ohio, Inc. | Borrower | 19-12422 |
| 9. | HRI O'Fallon, Inc. | Borrower | 19-12423 |
| 10. | Algonquin Houlihan's Restaurant, L.L.C. | Borrower | 19-12424 |
| 11. | Houlihan's Texas Holdings, Inc. | Borrower | 19-12425 |
| 12. | Houlihan's Restaurants of Texas, Inc. | Borrower | 19-12426 |
| 13. | Geneva Houlihan's Restaurant, L.L.C. | Borrower | 19-12427 |
| 14. | Hanley Station Houlihan's Restaurant, LLC | Borrower | 19-12428 |
| 15. | JGIL Mill OP LLC | Guarantor | 19-12429 |
| 16. | JGIL Millburn, LLC | Guarantor | 19-12430 |
| 17. | JGIL Millburn Op, LLC | | 19-12431 |
| 18. | JGIL, LLC | Guarantor | 19-12432 |
| 19. | JGIL Holding Corp. | | 19-12433 |
| 20. | JGIL Omaha, LLC | Guarantor | 19-12434 |
| 21. | HOP NJ NY, LLC | Guarantor | 19-12435 |
| 22. | HOP Farmingdale LLC | Guarantor | 19-12436 |
| 23. | HOP Cherry Hill LLC | Guarantor | 19-12437 |
| 24. | HOP Paramus LLC | Guarantor | 19-12438 |
| 25. | HOP Lawrenceville LLC | Guarantor | 19-12439 |
| 26. | HOP Brick LLC | Guarantor | 19-12440 |
| 27. | HOP Secaucus LLC | Guarantor | 19-12441 |
| 28. | HOP Heights LLC | Guarantor | 19-12442 |
| 29. | HOP Bayonne LLC | Guarantor | 19-12443 |
| 30. | HOP Fairfield LLC | Guarantor | 19-12444 |
| 31. | HOP Ramsey LLC | Guarantor | 19-12445 |
| 32. | HOP Bridgewater LLC | Guarantor | 19-12446 |
| 33. | HOP Parsippany LLC | Guarantor | 19-12447 |
| 34. | HOP Westbury LLC | Guarantor | 19-12448 |
| 35. | HOP Weehawken LLC | Guarantor | 19-12449 |
| 36. | HOP New Brunswick LLC | Guarantor | 19-12450 |
| 37. | HOP Holmdel LLC | Guarantor | 19-12451 |
| 38. | HOP Woodbridge LLC | Guarantor | 19-12452 |
| 39. | Houlihan's of Chesterfield, Inc. | Borrower | 19-12453 |

² Debtors JGIL Millburn Op, LLC and JGIL Holding Corp. are not Pre-Petition Borrowers or Pre-Petition Guarantors. Accordingly, this Claim is submitted against those entities only with respect to the Administrative Expense Claims, as well as Pre-Petition Agent's and Pre-Petition Secured Parties' reservations of rights set forth herein, including under the Final DIP Order and the Bankruptcy Code.