

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

<input checked="" type="checkbox"/> HRI Holding Corp. (Case No. 19-12415)	<input type="checkbox"/> JGIL Mill OP LLC (Case No. 19-12429)	<input type="checkbox"/> HOP Bayonne LLC (Case No. 19-12443)
<input type="checkbox"/> Houlihan's Restaurants, Inc. (Case No. 19-12416)	<input type="checkbox"/> JGIL Millburn, LLC (Case No. 19-12430)	<input type="checkbox"/> HOP Fairfield LLC (Case No. 19-12444)
<input type="checkbox"/> HDJG Corp. (Case No. 19-12417)	<input type="checkbox"/> JGIL Millburn Op LLC (Case No. 19-12431)	<input type="checkbox"/> HOP Ramsey LLC (Case No. 19-12445)
<input type="checkbox"/> Red Steer, Inc. (Case No. 19-12418)	<input type="checkbox"/> JGIL, LLC (Case No. 19-12432)	<input type="checkbox"/> HOP Bridgewater LLC (Case No. 19-12446)
<input type="checkbox"/> Sam Wilson's/Kansas, Inc. (Case No. 19-12419)	<input type="checkbox"/> JGIL Holding Corp. (Case No. 19-12433)	<input type="checkbox"/> HOP Parsippany LLC (Case No. 19-12447)
<input type="checkbox"/> Darryl's of St. Louis County, Inc. (Case No. 19-12420)	<input type="checkbox"/> JGIL Omaha, LLC (Case No. 19-12434)	<input type="checkbox"/> HOP Westbury LLC (Case No. 19-12448)
<input type="checkbox"/> Darryl's of Overland Park, Inc. (Case No. 19-12421)	<input type="checkbox"/> HOP NJ NY, LLC (Case No. 19-12435)	<input type="checkbox"/> HOP Weehawken LLC (Case No. 19-12449)
<input type="checkbox"/> Houlihan's of Ohio, Inc. (Case No. 19-12422)	<input type="checkbox"/> HOP Farmingdale LLC (Case No. 19-12436)	<input type="checkbox"/> HOP New Brunswick LLC (Case No. 19-12450)
<input type="checkbox"/> HRI O'Fallon, Inc. (Case No. 19-12423)	<input type="checkbox"/> HOP Cherry Hill LLC (Case No. 19-12437)	<input type="checkbox"/> HOP Holmdel LLC (Case No. 19-12451)
<input type="checkbox"/> Algonquin Houlihan's Restaurant, L.L.C. (Case No. 19-12424)	<input type="checkbox"/> HOP Paramus LLC (Case No. 19-12438)	<input type="checkbox"/> HOP Woodbridge LLC (Case No. 19-12452)
<input type="checkbox"/> Houlihan's Texas Holdings, Inc. (Case No. 19-12425)	<input type="checkbox"/> HOP Lawrenceville LLC (Case No. 19-12439)	<input type="checkbox"/> Houlihan's of Chesterfield, Inc. (Case No. 19-12453)
<input type="checkbox"/> Houlihan's Restaurants of Texas, Inc. (Case No. 19-12426)	<input type="checkbox"/> HOP Brick LLC (Case No. 19-12440)	
<input type="checkbox"/> Geneva Houlihan's Restaurant, L.L.C. (Case No. 19-12427)	<input type="checkbox"/> HOP Secaucus LLC (Case No. 19-12441)	
<input type="checkbox"/> Hanley Station Houlihan's Restaurant, LLC (Case No. 19-12428)	<input type="checkbox"/> HOP Heights LLC (Case No. 19-12442)	

**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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Identify the Claim

1. Who is the current creditor? Auto Owners Insurance Company
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? No
 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?
c/o Martin Commercial Properties
Name
1111 Michigan Ave. Suite 300
Number Street
East Lansing MI 48823
City State ZIP Code
USA
Country
Contact phone 517.319.9219
Contact email william.shye@martincommercial.com
Where should payments to the creditor be sent? (if different)
Name _____
Number Street _____
City State ZIP Code _____
Country _____
Contact phone _____
Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 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? 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? \$ 5,326.75. 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.

Utility reimbursement per Lease agreement

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal 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

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MAR 28 2024

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10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 5,326.75

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)?

No

Yes. Check all that apply:

Amount entitled to priority

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

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

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).

\$ _____

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).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

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 _____
MM / DD / YYYY

William L Shy
Signature

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

Name William L Shy
First name Middle name Last name

Title Property Manager

Company Martin Commercial Properties
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1111 Michigan Ave. Suite 300
Number Street

East Lansing MI 48823 USA
City State ZIP Code Country

Contact phone 517.319.9219
Email william.shy@martincommercial.com

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MAR 28 2024

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LEASE

ONE EAST CAMPUS

THIS LEASE, made this 28 day of ^{August} ~~June~~, 2017, between Auto-Owners Life Insurance Company, a Michigan corporation, whose address is 6101 Anacapi Boulevard, P.O. Box 30660, Lansing, Michigan 48909 (hereinafter referred to as "Landlord"), and Houlihan's Restaurants, Inc., d/b/a J. Gilbert's, whose address is One East Campus View Blvd., Suite 100, Columbus, OH 43235, (hereinafter referred to as "Tenant").

WITNESSETH:

1. **DEMISED PREMISES.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant premises situated in Franklin County, Ohio more particularly described as Suite 100, containing approximately 8,809 rentable square feet, One East Campus View Blvd., Columbus, Ohio, 43235 (building) as shown on the floor plan, Exhibit A, and thereby made a part hereof (which premises are hereinafter referred to as the "demised Premises" or the "Premises"), together with the non-exclusive right and easement to use the parking and common facilities which may from time to time be furnished by Landlord in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised Premises are located.

2. **TERM.** The term of the Lease shall be for a period of Ten (10) year(s), commencing on December 1, 2017 (hereinafter referred to as the "commencement date"), fully to be completed and ended on November 30, 2027. The Parties acknowledge that Tenant presently occupies the Demised Premises pursuant to an Existing Lease with the Owner with the present term expiring November 30, 2017. However, all terms and conditions of this Lease shall govern the Landlord - Tenant relationship for the Demised Premises from and after the Commencement Date and shall supersede any and all other terms and conditions of the Existing Lease which, after the Commencement Date, shall be entirely null and void.

3. **RENT.**

(a) **Fixed Minimum Rent:** Tenant shall pay to Landlord as Fixed Minimum Rent for the demised premises during the first year of the term of the Lease the sum of One Hundred Thirty-Six Thousand Five Hundred Thirty-Nine and 50/100 (\$136,539.50) Dollars, payable in advance, in equal monthly installments of Eleven Thousand Three Hundred Seventy-Eight and 29/100 (\$11,378.29) Dollars upon the first day of each and every month throughout the term of this

consented to in writing by Tenant. For purposes of this Exclusive Use clause, "primary menu item" shall mean that no other Tenant may offer a menu, whether written or verbal, where such menu's combined steak and seafood offerings constitute more than thirty percent (30%) of the menu's offerings.

5. UTILITIES AND SERVICES. Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the Demised Premises during the term of this Lease, including electricity, gas, water and sewerage charges. Tenant shall also pay all required "demand charges" for water supplied to any sprinkling system in the suite. Tenant shall provide its own trash removal, recycling and janitorial services and shall also provide proper grease traps for all drains.

6. PARKING. Landlord agrees to provide 4 parking spaces per 1,000 sq. ft. of rentable office space for the Tenant's non-exclusive use (and their agents, employees, customers and invitees) free of charge throughout the term of the Lease. Tenant is granted the non-exclusive right and easement to use the balance of the parking area in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised premises are located. Parking is on a first come, first serve basis. All parking will be subject to reasonable rules and regulation and Landlord's/owner's ability to close parking from time to time, without liability, for purposes of maintenance repairs, or emergency situations.

7. REPAIRS. Landlord shall make all necessary repairs and replacements to the building in which the demised premises are located, and to the common areas, including parking areas, heating, air conditioning and electrical systems located therein, and Landlord shall also make all repairs to the demised Premises which are structural in nature or required due to fire, casualty, or other acts of God, and repairs which are not the responsibility of Tenant; provided, however, that Tenant shall make all repairs and replacements arising from its act, neglect or default. Except as provided above, Tenant shall keep the demised Premises in good repair, and Tenant shall upon the expiration of the term of this Lease, yield and deliver up the demised Premises in like condition as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted.

Tenant shall repair and maintain in good condition throughout the term of this Lease, at its own cost, the demised Premises including but not limited to interior walls, plumbing and electrical equipment, glass, doors, restaurant equipment, kitchen exhaust equipment, signs and any HVAC solely for Tenant use.

In the event that the Landlord shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the demised Premises or of the building in which the demised premises are located (unless the same results from Tenant's act, neglect, default or mode of operation in which event Tenant shall make all such repairs, alterations and improvements), then the same shall be made by Landlord with reasonable dispatch, and should the making of such repairs, alterations or improvements cause any interference with Tenant's use of the demised Premises, such interference shall not relieve Tenant from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental. However, if

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

WITNESSES TO LANDLORD:

David Rowse
David Rowse

Diana Luna
Diana Luna

David Rowse
David Rowse

Diana Luna
Diana Luna

AUTO-OWNERS LIFE INSURANCE COMPANY,
a Michigan corporation

By: Carolyn B. Muller
Carolyn B. Muller

Its: Sr. Vice President - Claims

By: William F. Woodbury
William F. Woodbury

Its: Sr. Vice President - Secretary & General Counsel

Tenant Signature to Follow

WITNESSES TO TENANT:

Cynthia Saenz
General Counsel

Michael Ben
General Counsel

Houlihan's Restaurants, Inc., d/b/a J. Gilbert's

By: B. d. N.

Its: cfo

By: Michael Ben

Its: CEO

1111 Michigan Avenue, Suite 300
Lansing, MI 48823
Phone: (517) 351-2200
Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT
REQUEST TO BILL TENANT / VENDOR**

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

REASON FOR BILLING (Work Performed):

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
760	KWH - Electric HVAC	\$ 0.0862104	\$ 65.52
18,120	KWH - Electric kit.	\$ 0.0862104	\$ 1,562.13
3,136	KWH - Electric Suite	\$ 0.0862104	\$ 270.36
period billed	1/13-2/8/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

INVOICE AMOUNT/TOTAL DUE=

1111 Michigan Avenue, Suite 300
Lansing, MI 48823
Phone: (517) 351-2200
Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT
REQUEST TO BILL TENANT / VENDOR**

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

REASON FOR BILLING (Work Performed):

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
2,040	KWH - Electric HVAC	\$ 0.0922354	\$ 188.16
29,400	KWH - Electric kit.	\$ 0.0922354	\$ 2,711.72
4,128	KWH - Electric Suite	\$ 0.0922354	\$ 380.75
period billed	2/8-3/27/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

INVOICE AMOUNT/TOTAL DUE=

1111 Michigan Avenue, Suite 300
Lansing, MI 48823
Phone: (517) 351-2200
Fax: (517) 351-2201

ASSET SERVICES DEPARTMENT
REQUEST TO BILL TENANT / VENDOR

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

REASON FOR BILLING (Work Performed):

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
480	KWH - Electric HVAC	\$ 0.0922354	\$ 44.27
5,880	KWH - Electric kit.	\$ 0.0922354	\$ 542.34
3,168	KWH - Electric Suite	\$ 0.0922354	\$ 292.20
period billed	3/27-4/6/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

INVOICE AMOUNT/TOTAL DUE= \$ 878.82