

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

In re:

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

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Jointly Administered)

Ref. Nos. 18 & 160

**NOTICE OF REJECTION OF CERTAIN EXECUTORY  
CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

**PLEASE TAKE NOTICE** that on December 5, 2019 the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order approving the *Debtors’ First Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to (a) Reject Certain Unexpired Leases Nunc Pro Tunc to the Petition Date and (b) Abandon Any Remaining Property at the Rejected Locations and (II) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases* [D.I. 18] (the “Motion”)<sup>2</sup> filed by the above-captioned debtors and debtors-in-possession (the “Debtors”), approving procedures for the rejection of executory contracts and

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson’s/Kansas, Inc. (5739), Darryl’s of St. Louis County, Inc. (7177), Darryl’s of Overland Park, Inc. (3015), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Algonquin Houlihan’s Restaurant, L.L.C. (0449), Geneva Houlihan’s Restaurant, L.L.C. (3156), Hanley Station Houlihan’s Restaurant, LLC (8058), Houlihan’s Texas Holdings, Inc. (5485), Houlihan’s Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



unexpired leases and granting related relief [D.I. 160] (the “Procedures Order”). A copy of the Procedures Order is attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ Chapter 11 Cases and is *actually received* by the following parties no later than fourteen (14) days after the date that the Debtors served this Rejection Notice: (i) counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Kimberly A. Brown, Esq. and Matthew R. Pierce, Esq.; (ii) the Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy, Esq.; (iii) counsel for the Official Statutory Committee of Unsecured Creditors, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178, Attn: Jason R. Adams, Esq. and Maeghan J. McLoughlin, Esq., and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, 19801-3062, Attn: Domenic Pacitti, Esq. and Rich Beck, Esq.; (iv) counsel to the Lenders, Katten Muchin Rosenman LLP, 515 South Flower Street, Suite 1000, Los Angeles, California 90071-2212, Attn: William B. Freeman, Esq. Only those responses that are timely filed, served and received will be considered at any hearing.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in **Schedule 2** or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is located on the Debtors' leased premises including furniture, fixtures, equipment, or other personal property on the Rejection Date shall be deemed abandoned by the Debtors (the "**Abandoned Property**") as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize or dispose of such Abandoned

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<sup>3</sup> An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

Property without notice or liability to the Debtors or third-parties and, to the extent applicable, the automatic stay has been modified to allow such disposition.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (i) the claims bar date established in these Chapter 11 Cases, if any, and (ii) 30 days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) in the event of an objection, the date of the entry of an order resolving such objection. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Dated: December 31, 2019  
Wilmington, Delaware

**LANDIS RATH & COBB LLP**

/s/ Matthew R. Pierce

Adam G. Landis (No. 3407)  
Kimberly A. Brown (No. 5138)  
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*Counsel for the Debtors and  
Debtors-In-Possession*

# **SCHEDULE 1**

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

In re:

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

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Jointly Administered)

Ref. Nos. 18, 32 & 147

**ORDER (I) AUTHORIZING THE DEBTORS TO (A) REJECT CERTAIN UNEXPIRED  
LEASES *NUNC PRO TUNC* TO THE PETITION DATE AND (B) ABANDON ANY  
REMAINING PROPERTY AT THE REJECTED LOCATIONS AND  
(II) AUTHORIZING AND APPROVING PROCEDURES TO REJECT  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the Debtors' First Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to (a) Reject Certain Unexpired Leases *Nunc Pro Tunc* to the Petition Date and (b) Abandon Any Remaining Property at the Rejected Locations and (II) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases (the "Motion");<sup>2</sup> and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter a final order consistent with Article

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: HRI Holding Corp. (4677), Houlihan's Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson's/Kansas, Inc. (5739), Darryl's of St. Louis County, Inc. (7177), Darryl's of Overland Park, Inc. (3015), Houlihan's of Ohio, Inc. (6410), HRI O'Fallon, Inc. (4539), Algonquin Houlihan's Restaurant, L.L.C. (0449), Geneva Houlihan's Restaurant, L.L.C. (3156), Hanley Station Houlihan's Restaurant, LLC (8058), Houlihan's Texas Holdings, Inc. (5485), Houlihan's Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Milburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan's of Chesterfield, Inc. (5073). The Debtors' corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

III of the United States Constitution;<sup>3</sup> and the Court having found that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Motion has been given; and it appearing that the relief requested by the Motion is necessary and appropriate and in the best interests of the Debtors' estates and their creditors; and good and sufficient cause appearing therefor; it is hereby

ORDERED that the Motion is GRANTED as set forth herein; and it is further

ORDERED that, pursuant to Bankruptcy Code sections 365(a) and 105(a), the Debtors are authorized to reject the Rejected Leases identified on Exhibit A hereto *nunc pro tunc* to the Petition Date; and it is further

ORDERED that claims arising out of the rejection of the Rejected Leases, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, if any, and (ii) thirty (30) days after the date of this Order; and it is further

ORDERED that, pursuant to Bankruptcy Code section 554(a), the Debtors are authorized to abandon any personal property (the "Abandoned Property") at the Rejected Locations. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such Abandoned Property without further notice or liability to the Debtors or any third parties and, to the extent applicable, the automatic stay is modified to allow such disposition; and it is further

ORDERED that the following Rejection Procedures are approved in connection with rejecting Contracts:

- a. **Rejection Notice.** The Debtors shall file a notice substantially in the form attached as Exhibit B to this Order (the "Rejection Notice") to reject one or more Contracts pursuant to Bankruptcy Code section 365, which

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<sup>3</sup> Pursuant to Local Rule 9013-1(f), the Debtors hereby confirm their consent to entry of a final order by this Court in connection with this Motion if it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

Rejection Notice shall set forth, among other things: (i) the Contract(s) to be rejected; (ii) the Debtor party to such Contract; (iii) the names and addresses of the counterparties to such Contracts (each a “Rejection Counterparty”); (iv) the proposed effective date of rejection for such Contracts (the “Rejection Date”); (v) the Debtors’ intent to abandon any remaining personal property; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of Contracts listed on each Rejection Notice shall be limited to no more than one hundred (100).

- b. ***Service of the Rejection Notice.*** The Debtors will cause the Rejection Notice to be served: (i) by first class mail or, by overnight mail to the extent the Contract is a lease for nonresidential real property, and email or fax if such contact information is known, service upon the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty’s counsel, if known); and (ii) by first class mail upon (A) the Office of the United States Trustee for the District of Delaware (the “UST”); (B) counsel for the Official Statutory Committee of Unsecured Creditors, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178, Attn: Jason R. Adams, Esq. and Maeghan J. McLoughlin, Esq., and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, 19801-3062, Attn: Domenic Pacitti, Esq. and Rich Beck, Esq.; (C) counsel to the Lenders, Katten Muchin Rosenman LLP, 515 South Flower Street, Suite 1000, Los Angeles, California 90071-2212, Attn: William B. Freeman, Esq.; (D) any party with an interest in Abandoned Property (defined below) subject to the Rejection Notice; and (E) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Master Notice Parties”).
- c. ***Objection Procedures.*** Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with this Court on the docket of the Debtors’ Chapter 11 Cases and is ***actually received*** by the following parties (collectively, the “Objection Service Parties”) no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice (the “Rejection Objection Deadline”): (i) proposed counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Kimberly A. Brown, Esq. and Matthew R. Pierce, Esq.; (ii) the UST, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy, Esq.; (iii) counsel for the Official Statutory Committee of Unsecured Creditors, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178, Attn: Jason R. Adams, Esq. and Maeghan J. McLoughlin, Esq., and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, 19801-3062, Attn: Domenic Pacitti, Esq. and Rich Beck, Esq.; (iv) counsel to the Lenders,



Katten Muchin Rosenman LLP, 515 South Flower Street, Suite 1000, Los Angeles, California 90071-2212, Attn: William B. Freeman, Esq.

- d. ***No Objection Timely Filed.*** If no objection to the rejection of any Contract is timely filed, each Contract listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided, however* that the Rejection Date for a rejection of a lease of nonresidential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided, further* that the Rejection Date for a lease of nonresidential real property rejected pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.
- e. ***Unresolved Timely Objection.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors shall schedule a hearing on such objection and shall provide at least seven (7) days' notice of such hearing to the applicable Rejection Counterparty and the other Objection Service Parties. If such objection is overruled or withdrawn, such Contract shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the applicable Rejection Counterparty have agreed, or as ordered by the Court.
- f. ***Deposits.*** If the Debtors have deposited monies with a Rejection Counterparty as a security deposit or other arrangement, such Rejection Counterparty may not set off or recoup or otherwise use such deposit without the prior approval of the Court, unless the Debtors and the applicable Rejection Counterparty otherwise agree.
- g. ***Abandoned Property.*** The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Abandoned Property that may be located on the Debtors' leased premises that are subject to a rejected Contract. Absent a timely objection, any and all property located on the Debtors' leased premises on the Rejection Date of the applicable lease of nonresidential real property shall be deemed abandoned pursuant to Bankruptcy Code section 554, as is, effective as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such Abandoned Property without further notice or liability to the Debtors

or any third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

- h. ***Proofs of Claim.*** Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, if any, and (ii) thirty (30) days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed in the appropriate form, such claimant shall be forever barred, estopped and enjoined from (1) asserting such claim against any of the Debtors and their chapter 11 estates, (2) voting on any chapter 11 plan filed in these Chapter 11 Cases on account of such claim and (3) participating in any distribution in the Debtors' Chapter 11 Cases on account of such claim.

ORDERED that approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject, assume or assume and assign a Contract by separate motion; and it is further

ORDERED that the form of Rejection Notice attached hereto as **Exhibit B** is approved; and it is further

ORDERED that notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any other party-in-interest's right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) a waiver or limitation of the Debtors' or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law; or (g) a waiver of any claims the Debtors or their estates may have against the Rejection Counterparties; and it is further

ORDERED that all rights and defenses of the Debtors and the Contract counterparties are

preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated, expired or otherwise no longer an executory contract or unexpired lease; and it is further

ORDERED that all parties' rights, claims, interests, and defenses related to (i) that certain lease agreement dated February 1, 1988 between Hartz Mountain Industries, Inc., as landlord and Gilbert/Robinson, Inc. d/b/a Houlihan's Old Place Restaurant and Bar (as assigned and amended, the "Weehawken Lease"), (ii) the liquor license related to the Weehawken Lease, (iii) the termination of the Weehawken Lease, and (iv) all litigation related to the foregoing are expressly reserved; and it is further

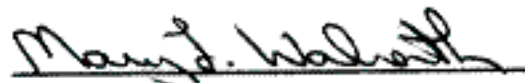
ORDERED that, notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice; and it is further

ORDERED that, to the extent that Bankruptcy Rule 6004(h) is applicable, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and Rejection Notice; and it is further

ORDERED that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: December 5th, 2019  
Wilmington, Delaware

  
MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT B**

### **Proposed Rejection Notice**

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

In re:

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

Debtors.

Chapter 11

Case No. 19-12415 (MFW)

(Jointly Administered)

**NOTICE OF REJECTION OF CERTAIN EXECUTORY  
CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS OR LEASES ON SCHEDULE 2 ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.**

PLEASE TAKE NOTICE that on \_\_\_\_\_, 2019 the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order approving the *Debtors’ First Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to (a) Reject Certain Unexpired Leases Nunc Pro Tunc to the Petition Date and (b) Abandon Any Remaining Property at the Rejected Locations and (II) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases* [D.I. \_\_\_\_] (the “Motion”)<sup>2</sup> filed by the above-captioned debtors and debtors-in-possession (the “Debtors”), approving procedures for the rejection of executory

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Sam Wilson’s/Kansas, Inc. (5739), Darryl’s of St. Louis County, Inc. (7177), Darryl’s of Overland Park, Inc. (3015), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Algonquin Houlihan’s Restaurant, L.L.C. (0449), Geneva Houlihan’s Restaurant, L.L.C. (3156), Hanley Station Houlihan’s Restaurant, LLC (8058), Houlihan’s Texas Holdings, Inc. (5485), Houlihan’s Restaurants of Texas, Inc. (4948), JGIL Mill OP LLC (0741), JGIL Millburn, LLC (6071), JGIL Milburn Op LLC (N/A), JGIL, LLC (5485), JGIL Holding Corp. (N/A), JGIL Omaha, LLC (5485), HOP NJ NY, LLC (1106), HOP Farmingdale LLC (7273), HOP Cherry Hill LLC (5012), HOP Paramus LLC (5154), HOP Lawrenceville LLC (5239), HOP Brick LLC (4416), HOP Secaucus LLC (5946), HOP Heights LLC (6017), HOP Bayonne LLC (7185), HOP Fairfield LLC (8068), HOP Ramsey LLC (8657), HOP Bridgewater LLC (1005), HOP Parsippany LLC (1520), HOP Westbury LLC (2352), HOP Weehawken LLC (2571), HOP New Brunswick LLC (2637), HOP Holmdel LLC (2638), HOP Woodbridge LLC (8965), and Houlihan’s of Chesterfield, Inc. (5073). The Debtors’ corporate headquarters and the mailing address is 8700 State Line Road, Suite 100, Leawood, Kansas 66206.

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contracts and unexpired leases and granting related relief [D.I. \_\_\_\_] (the “Procedures Order”). A copy of the Procedures Order is attached hereto as **Schedule 1**.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order and by this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule 2** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 2**, or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that parties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is filed with the Court on the docket of the Debtors’ Chapter 11 Cases and is *actually received* by the following parties no later than fourteen (14) days after the date that the Debtors served this Rejection Notice: (i) proposed counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Kimberly A. Brown, Esq. and Matthew R. Pierce, Esq.; (ii) the Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane M. Leamy, Esq.; (iii) counsel for the Official Statutory Committee of Unsecured Creditors, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10178, Attn: Jason R. Adams, Esq. and Maeghan J. McLoughlin, Esq., and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, 19801-3062, Attn: Domenic Pacitti, Esq. and Rich Beck, Esq.; (iv) counsel to the Lenders, Katten Muchin Rosenman LLP, 515 South Flower Street, Suite 1000, Los Angeles, California 90071-2212, Attn: William B. Freeman, Esq. Only those responses that are timely filed, served and received will be considered at any hearing.

**PLEASE TAKE FURTHER NOTICE** that, absent an objection being timely filed, the rejection of each Contract shall become effective on the applicable Rejection Date set forth in Schedule 2, or such other date as the Debtors and the counterparty or counterparties to such Contract agree.<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract or Contracts to which such objection relates. If such objection is overruled or withdrawn, such Contract or Contracts shall be rejected as of the applicable Rejection Date set forth in Schedule 2 or such other date as the Debtors and the counterparty or counterparties to any such Contract agree.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such monies without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contracts otherwise agree.

**PLEASE TAKE FURTHER NOTICE** that, absent timely objection, any personal property of the Debtors that is located on the Debtors' leased premises including furniture, fixtures, equipment, or other personal property on the Rejection Date shall be deemed abandoned by the Debtors (the "Abandoned Property") as of the Rejection Date. Landlords may, in their sole discretion and without further notice or order of the Court, utilize or dispose of such

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<sup>3</sup> An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

Abandoned Property without notice or liability to the Debtors or third-parties and, to the extent applicable, the automatic stay has been modified to allow such disposition.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to rejection of your Contract or Contracts, you must do so by the later of (i) the claims bar date established in these Chapter 11 Cases, if any, and (ii) 30 days after the later of (A) the Rejection Objection Deadline, if no objection is filed and (B) in the event of an objection, the date of the entry of an order resolving such objection. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE, FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

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

**LANDIS RATH & COBB LLP**

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*Proposed Counsel for the Debtors  
and Debtors-In-Possession*





# **Schedule 1**

## **Procedures Order**

## **Schedule 2**

### **Rejected Contracts**

**Schedule 2**

**Rejected Contracts**

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Restaurant Location And Restaurant No., if Applicable</b>	<b>Rejection Date</b>

<sup>1</sup> The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.

## **SCHEDULE 2**

## **SCHEDULE 2**

### **Rejected Contracts**

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
ACCOMTEMP 7400 COLLEGE BLVD SUITE 200 OVERLAND PARK, KS 66210-4028	Houlihan's Restaurants Inc.	Accountemps Agreement made and entered into June 12, 2019 between Accountemps and Houlihan's Restaurants, Inc.	December 31, 2019
ALARM SYSTEM SECURITY GROUP, LLC 160 E 9TH AVE RUNNEMEDE, NJ 08078	Houlihan's Restaurants Inc.	Lease and Services Agreement between Alarm System Security Group, LLC and Houlihan's dated December 13, 2010	December 31, 2019
ALLEGiant TECHNOLOGY 10983 GRANADA LANE, SUITE 300 OVERLAND PARK, KS 66211	Houlihan's Restaurants Inc.	KnowBe4 Security Training Master Service Agreement between Allegiant Networks LLC and Houlihan's Restaurants, Inc. dated October 3, 2018	December 31, 2019
AMAZON PAYMENTS, INC 410 TERRY AVE SEATTLE, WA 98109-5210	Houlihan's Restaurants Inc.	Amendment No. 1 to Amazon Payments, Inc. Customer Agreement between Amazon and Client effective as of August 25, 2014	December 31, 2019
ANSWER KANSAS CITY, LTD 8725 ROSEHILL ROAD SUITE 117 LENEXA, KS 66215	Houlihan's Restaurants Inc.	Answer KC agreement made and entered into on January 10, 2006 between Answer Kansas City, Ltd. and Houlihan's Restaurants, Inc.	December 31, 2019
Aramark Uniform Services a Division of Aramark Uniform & Career Apparel, LLC 115 North First Street Burbank, CA 91502	Houlihan's Restaurants Inc.	Service Agreement between Houlihan's Restaurants, Inc. and Aramark Uniform Services dated July 7, 2011, as amended	December 31, 2019
Auto Chlor Inc. 1530 Old Country Rd, Plainview, NY 11803	Houlihan's Restaurants Inc.	Auto Chlor Inc. product and services agreement between HRI for dishwashing and chemicals.	December 31, 2019
BE THE CHANGE REVOLUTIONS, LLC 1440 G ST. NW 8TH FLOOR WASHINGTON, DC 2000	Houlihan's Restaurants Inc.	Be The Change Revolutions, LLC SOW between BTC and Houlihan's Restaurants, Inc. dated January 11, 2019	December 31, 2019
BRIGHTVIEW LANDSCAPE SERVICES, INC 980 JOLLY ROAD, SUITE 300 BLUE BELL, PA 19422	Houlihan's Restaurants Inc.	Landscape Services Agreement between Bright View and Houlihan's dated February 8, 2019 for HOP/Live Oak (174)	December 31, 2019

<sup>1</sup> The Rejected Contracts identified and described herein are inclusive of all amendments, modifications, supplements, extensions, renewals, assignments, restatements, and exhibits thereto.

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
CAPITAL CONTRACTORS, INC 615 W JOHNSON AVENUE STE 202 CHESHIRE, CT 06410	Houlihan's Restaurants Inc.	Janitorial Service Agreement between Capital Contractors, Inc. and Houlihan's Restaurants, Inc. dated August 14, 2019	December 31, 2019
CARDFACT IV, INC 460 Nichols Road, Suite 300 Kansas City, MO 64112	Houlihan's Restaurants Inc.	Card Services Agreement between CardFact-IV, Ltd. And Houlihan's Restaurants, Inc., dated January 1, 2008	December 31, 2019
CARDFACT-IV, LTD 460 Nichols Road, Suite 300 Kansas City, MO 64112	Houlihan's Restaurants Inc.	Card Services Agreement between CardFact-IV, Ltd. And Houlihan's Restaurants, Inc., dated January 1, 2008	December 31, 2019
CARDLYTICS 675 PONCE DE LEON AVE NE, SUITE 6000 ATLANTA, GA 30308	Houlihan's Restaurants Inc.	Master Advertiser Agreement	December 31, 2019
CASHSTAR, INC 25 PEARL STREET PORTLAND, ME 04101	Houlihan's Restaurants Inc.	Master Services Agreement between Cashstar and Houlihan's Restaurants, Inc. dated August 14, 2017, as amended and extended	December 31, 2019
CBIZ MHM, LLC 700 West 47th Street, Suite 1100 Kansas City, MO 64112	HDJG Corp.	July 3, 2019 Engagement Agreement between CBIZ MHM and HDJG Corp. and its subsidiaries for certain tax, audit and consulting services	December 31, 2019
CHARLES WOOBAY, DBA COVERALL 771 BROOKSEDGE PLAZA DR WESTERFILLE, OH 43081	Houlihan's Restaurants Inc.	Service Agreement between Charles Woobay, Franchisee of Coverall Health-Based Cleaning System and J Gilberts Restaurant dated July 18, 2012	December 31, 2019
CHARTER COMMUNICATIONS ENTERTAINMENT, LLC AND ITS AFFILIATES 3605 HWY 52 NORTH BUILDING 002 ROCHESTER, MN 55901	Houlihan's Restaurants Inc.	Business Internet, Video and Music Service Agreement for Houlihan's Restaurants, Inc. for HOP/Creve Coeur (115) dated December 5, 2011	December 31, 2019
CHARTER COMMUNICATIONS ENTERTAINMENT, LLC AND ITS AFFILIATES 3605 HWY 52 NORTH BUILDING 002 ROCHESTER, MN 55901	Houlihan's Restaurants Inc.	Spectrum Service Agreement for Bristol/Kansas City (162) dated July 7, 2017	December 31, 2019
CHIPMAN ADAMS ARCHITECTS, INC 2700 SOUTH RIVER ROAD SUITE 400 DES PLAINES, IL 60018	Houlihan's Restaurants Inc.	Master Agreement between Owner and Architect between Chipman Adams Architects, Inc. and Houlihan's Restaurants, Inc. dated March 15, 2009	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
COCA-COLA NORTH AMERICA 12980 FOSTER ST #300 OVERLAND PARK, KS 66213	Houlihan's Restaurants Inc.	Beverage Marketing Agreement between Coca Cola North America, a division of The Coca Cola Company, and Houlihan's Restaurants, Inc. dated September 19, 2006	December 31, 2019
COGENSIA, LLC 100 WEST HILLCREST BLVD SUITE 406 SCHAUMBURG, IL 60195	Houlihan's Restaurants Inc.	Master Services Agreement between Houlihan's Restaurants, Inc. and Cogensia, LLC dated October 19, 2016, as amended on April 4, 2018, as amended	December 31, 2019
COMDATA NETWORK, INC 5301 MARYLAND WAY, BRENTWOOD, TN 37027	Houlihan's Restaurants Inc.	Comdata made and entered into December 31, 2012 between Comdata Network, Inc. and Houlihan's Restaurants, Inc.	December 31, 2019
CONFER RBR LLC/RBR MELVILLE SNOW CONTRACTORS 434 OLD SUFFOLK AVE ISLANDIA, NY 11749	Houlihan's Restaurants Inc.	Confer RBR Inc./ Melville Snow contractors snow services agreed to October 1, 2019 between HRI	December 31, 2019
CREATIVE CONSUMER CONCEPTS, INC 10955 GRANADA LANE OVERLAND PARK, KS 66211	Houlihan's Restaurants Inc.	Master Services Agreement dated September 17, 2019	December 31, 2019
D & J GARCIA SERVICES, INC 2401 BROOK CREST DRIVE GARLAND, TX 75040	Houlihan's Restaurants Inc.	Estimate between D & J Garcia Services, Inc. and Houlihan's Restaurants, Inc. dated March 20, 2015	December 31, 2019
DARLING INTERNATIONAL, INC/GRIFFIN INDUSTRIES, LLC 251 O'CONNOR RIDGE BOULEVARD, SUITE 300 IRVING, TX 75038	Houlihan's Restaurants Inc.	Used Cooking Oil Removal Service Agreement between Darling International Inc./Griffin Industries LLC and Houlihan's Restaurants, Inc. dated January 13, 2014	December 31, 2019
DAVIS CREATIVE SERVICE, LLC 7013 PLANTERS ROW DR MCKINNEY, TX 75070	Houlihan's Restaurants Inc.	Cleaning services agreement	December 31, 2019
DINOVA, LLC 11950 JONES BRIDGE ROAD SUITE 115-117 JOHNS CREEK, GA 30005	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	December 31, 2019
DNN CORP 401 CONGRESS AVE STE 2650 AUSTIN TX 78701-3708	Houlihan's Restaurants Inc.	Subscription Agreement dated August 1, 2018	December 31, 2019
DOORDASH, INC 901 MARKET STREET SUITE 600 SAN FRANCISCO, CA 94103	Houlihan's Restaurants Inc.	Small Order Fulfillment Addendum between DoorDash, Inc. and Houlihan's Restaurants, Inc. dated June 25, 2019, as amended	December 31, 2019



<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
DUNBAR ARMORED, INC (now Brinks) 50 SCHILLING ROAD HUNT VALLEY, MD 21031	Houlihan's Restaurants Inc.	Dunbar Security Agreement made and entered into February 1, 2018 between Dunbar Armored, Inc. and Houlihan's Restaurants, Inc.	December 31, 2019
E.B. O'REILLY SERVICING CORP 30 W HIGHLAND AVENUE PHILADELPHIA, PA 19118	Houlihan's Restaurants Inc.	HVAC contract dated April 17, 2018	December 31, 2019
EAN SERVICES, LLC ATTN: BUSINESS RETAIL SALES DEPARTMENT 600 CORPORATE PARK DRIVE ST LOUIS, MO 63105  ATTN: GENERAL COUNCIL 600 CORPORATE PARK DRIVE ST LOUIS, MO 63105	Houlihan's Restaurants Inc.	Corporate Partner Services Agreement dated December 2017 by and between EAN Holdings and Houlihan's Restaurants, Inc.	December 31, 2019
ECOLAB, INC ECOLAB CENTER ST PAUL, MN 55102	Houlihan's Restaurants Inc.	Product and Services Supply Agreement between Ecolab Center and Houlihan's Restaurants, Inc. dated January 1, 2014, as amended	December 31, 2019
EDWARD DON & COMPANY, LLC 9801 ADAM DON PARKWAY WOODRIDGE, IL 60517	Houlihan's Restaurants Inc.	Edward Don & CO. Distribution Agreement made March 5, 2017 between Houlihan's Restaurants, Inc. and Edward Don & Company, LLC and amendments thereto	December 31, 2019
EHS MANAGEMENT GROUP OF FLORIDA, INC 1630 MORRILL STREET SARASOTA, FL 34236	Houlihan's Restaurants Inc.	EHS Management Contract between EHS Management Group Of Florida, Inc. and Houlihan's Restaurants, Inc. dated March 5, 2019	December 31, 2019
EMPLOYER SOLUTIONS STAFFING GROUP, LLC 7480 FLYING CLOUD DRIVE, STE 200 EDEN PRAIRIE, MN 55344	Houlihan's Restaurants Inc.	ESSG made and entered into August 27, 2019 between Employer Solutions Staffing Group, LLC and Houlihan's Restaurants, Inc.	December 31, 2019
EQUIFAX 3455 MILL RUN DR HILLIARD, OH 43026	Houlihan's Restaurants Inc.	Engagement Letter – Equifax Workforce Solutions between TALX Corporation, Provider of Equifax Workforce Solutions and Houlihan's Restaurants, Inc. dated July 19, 2018	December 31, 2019
ERMC, LLC PO BOX 161222 ATLANTA, GA 30321	Houlihan's Restaurants Inc.	ERMC Landscaping Services Contract between ERM, LLC and Houlihan's dated April 18, 2019	December 31, 2019
EXCEL LINEN SUPPLY 2027 HOLMES STREET KANSAS CITY, MO 64108	Houlihan's Restaurants Inc.	September 19, 2016 Linen Rental Service Agreement by and between Excel Linen Supply and Houlihan's Restaurants, Inc.	December 31, 2019
Federal Armored Express, Inc. 50 Schilling Road Hunt Valley, MD 21031	Houlihan's Restaurants Inc.	Federal Armored Express Agreement made and entered into May 25, 1993 between Federal Armored Express, Inc. and Gilbert/Robinson, Inc.	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
FISHBOWL, INC 44 CANAL CENTER PLAZA, SUITE 500 ALEXANDRIA, VA 22314	Houlihan's Restaurants Inc.	Fishbowl Marketing Services Order Form between Fishbowl, Inc. and Houlihan's Restaurants, Inc. dated September 29, 2018, as amended from time to time	December 31, 2019
FOX VALLEY FIRE AND SAFETY COMPANY 2730 PINNACLE DRIVE ELGIN, IL 60124	Houlihan's Restaurants Inc.	Radio Monitoring Agreement between Fox Valley Fire & Safety Company and Houlihan's dated July 29, 2014	December 31, 2019
FRESHWATER COMMUNICATIONS 10405 CAMELOT DRIVE FRISCO, TX 75035	Houlihan's Restaurants Inc.	Freshwater Communication & Crisis Management Restaurant PR and Support Agreement	December 31, 2019
GARDA CL SOUTHWEST, INC. 2000 NW CORPORATE BLVD BOCA RATON, FL 33431	Houlihan's Restaurants Inc.	Garda Security Agreement made and entered into January 29, 2018 between Garda CL Southwest Inc. and Houlihan's Restaurants, Inc.	December 31, 2019
GARDEN STATE FIRST & SECURITY ALARM CO, INC 144 LOWER MAIN STREET ABERDEEN, NJ 07747	Houlihan's Restaurants Inc.	Standard Security Equipment Sales Contract between Garden State Fire & Security Alarm Co., Inc. and Houlihan's - Brick dated September 9, 2008	December 31, 2019
GECKO DEVELOPMENT CORPORATION 2431 FIRST STREET FORT MYERS, FL 33901	Houlihan's Restaurants Inc.	Gecko Hospitality Search Agreement between Gecko Development Corporation dba Gecko Hospitality and Houlihan's Restaurants Inc dated March 2, 2018	December 31, 2019
GFI DIGITAL, INC 12163 PRICHARD FARM ROAD MARYLAND HEIGHTS, MO 63043	Houlihan's Restaurants Inc.	Cash Sale maintenance agreement dated February 9, 2015	December 31, 2019
GREEN OUTDOORS INC 5816 MERRIAM DRIVE SUITE A SHAWNEE, KS 66203	Houlihan's Restaurants Inc.	Landscape Services Agreement	December 31, 2019
GRUBHUB HOLDINGS, INC 111 W WASHINGTON ST. CHICAGO, IL 60602	Houlihan's Restaurants Inc.	Restaurant Delivery Agreement	December 31, 2019
HEARTLAND WASTE SOLUTIONS, INC 828 PEPPER DRIVE SUITE 101 IOWA CITY, IA 52240	Houlihan's Restaurants Inc.	Heartland Waste Solutions Solid Waste & Recycling Cost Reduction Service Agreement dated September 2, 2014 and with Houlihan's Restaurants, Inc.	December 31, 2019
HERMES LANDSCAPING, INC 13030 W 87TH STREET PKWY LENEXA, KS 66215	Houlihan's Restaurants Inc.	Landscape Management Contract with attachments A, B, C between Hermes Landscaping, Inc and Houlihan's dated March 20, 2019	December 31, 2019

Counterparty	Debtor Counterparty	Description of Contract <sup>1</sup>	Rejection Date
HUERTA CONSTRUCTION REMODELING & CLEANING, LLC 730 PACIFIC AVE KANSAS CITY, KS 66101	Houlihan's Restaurants Inc.	November 1, 2019 Services Agreement between Huerta Construction & Remodeling & Cleaning LLC and Houlihan's	December 31, 2019
INNOVATIVE SERVICE SOLUTIONS, INC 14405 S. SUMMIT STREET STE 100 OLATHE, KS 66062	Houlihan's Restaurants Inc.	ISS agreement made and entered into on December 3, 2003 between Innovative Service Solutions, Inc and Houlihan's Restaurants, Inc.	December 31, 2019
INTERNAL REVENUE SERVICE 1122 TOWN AND COUNTRY COMMONS CHESTERFIELD, MO 63017	Houlihan's Restaurants Inc.	TRAC Agreement made and entered into on July 24, 1996 between Kansas-Missouri District Director of Internal Revenue and Houlihan's Restaurant Group	December 31, 2019
IRON MOUNTAIN ONE FEDERAL STREET BOSTON, MA 02110	Houlihan's Restaurants Inc.	Agreement dated October 23, 2007 between Iron Mountain and Houlihan's Restaurants, Inc.	December 31, 2019
JAN-PRO OF ANTONIO NOW CALLIS PROFESSIONAL SERVICES, LLC 431 ISOM RD STE 214 SAN ANTONIO, TX 78216	Houlihan's Restaurants Inc.	Cleaning Agreement between Jan-Pro of Antonio and Houlihans dated July 29, 2015	December 31, 2019
JAN-PRO OF MILWAUKEE 10150 W NATIONAL AVE #201 MILWAUKEE, WI 53227	Houlihan's Restaurants Inc.	Commercial Cleaning Agreement between Jan-Pro of Milwaukee and Devon Seafood dated November 29, 2018	December 31, 2019
JERSEY ELEVATOR COMPANY, INC. 657 LINE ROAD ABERDEEN, NJ 07747	Houlihan's Restaurants Inc.	8 Hour Comprehensive Elevator Preventative Agreement between Jersey Elevator Company, Inc and Houlihans dated February 6, 2008	December 31, 2019
LEGALSHIELD BOX 145 ADA, OK 74821	Houlihan's Restaurants Inc.	Voluntary Benefit Authorization for Legal Shield and ID Shield Membership between LegalShield and Houlihan's Restaurants, Inc. dated January 25, 2017	December 31, 2019
LOOMIS ARMORED US, LLC 2500 CITYWEST BLVD HOUSTON, TX 77042	Houlihan's Restaurants Inc.	November 15, 2016 Amendment to SafePoint Agreement by and between Loomis Armored US, LLC and Houlihan's as successor to ACE	December 31, 2019
MARTZ BROS. SNOW MANAGEMENT INC PO BOX 15478 LENEXA, KS 66285	Houlihan's Restaurants Inc.	Martz Bros. Snow Management Inc. Contract No. 17863 between Martz Bros. Snow Management Inc. and Bristol Seafood Grill dated August 8, 2018	December 31, 2019
MATRIX SECURITY SYSTEMS 72 VERONICA AVE SUITE 1 SOMERSET, NJ 08873	Houlihan's Restaurants Inc.	Matrix Security Systems Installation/Services Agreement between Matrix Security Systems and Houlihan's Restaurants dated February 15, 2005	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
MATRIX SECURITY SYSTEMS 72 VERONICA AVE SUITE 1 SOMERSET, NJ 08873	Houlihan's Restaurants Inc.	Matrix Security Systems Installation/Services Agreement between Matrix Security Systems and Houlihan's Restaurants dated February 15, 2005	December 31, 2019
MEDIA SERVICES LLC (now Iron Mountain) 8600 NE UNDERGROUND DRIVE SUITE 128 KANSAS CITY, MO 64161	Houlihan's Restaurants Inc.	Media Services Agreement made and entered into August 29, 2011 between Media Services LLC and Houlihan's Restaurants, Inc.	December 31, 2019
MICROS RETAIL SYSTEMS INC 1200 Harbor Blvd, 10 <sup>th</sup> Floor, Weehawken, NJ 07086	Houlihan's Restaurants Inc.	MICROS Retail Systems Inc. Service Maintenance Agreement dated November 28, 2018 by and between MICROS Retail Systems, Inc. and Houlihan's Restaurants, Inc.	December 31, 2019
MOBO SYSTEMS, INC One World Trade Center 82nd Floor NEW YORK, NY 10007	Houlihan's Restaurants Inc.	MOBO Systems Master Services Agreement by and between MOMO Systems, Inc. ("Olo") and Houlihan's Restaurants, Inc.	December 31, 2019
MORGAN HUNTER 7600 W 110TH STREET OVERLAND PARK, KS 66210	Houlihan's Restaurants Inc.	Morgan Hunter Accounting & Finance Service Agreement between Morgan Hunter Corporate Search and Houlihan's Restaurants, Inc. dated March 22, 2018	December 31, 2019
Neighbor Favor, Inc. 2416 E 6TH St Austin, TX, 78702-3933	Houlihan's Restaurants Inc.	May 23, 2017 Services Agreement between Neighbor Favor, Inc. and Houlihan's Restaurants, Inc.	December 31, 2019
NEIGHBORFAVOR INC. 3405 GLENVIEW AVE AUSTIN, TX 78703	Houlihan's Restaurants Inc.	Favor between Neighbor Favor, Inc. and Houlihan's Restaurants, Inc. dated May 26, 2017	December 31, 2019
NETSPEND CORPORATION - 2nd Amendment (was Skylight) 701 BRAZOS ST AUSTIN, TX 78701	Houlihan's Restaurants Inc.	Second Amendment to Skylight Services Agreement between NetSpend Corporation and Houlihan's Restaurants, Inc. dated July 14, 2016	December 31, 2019
NEXT TO NATURE LANDSCAPE 11785 S CONLEY ST OLATHE, KS 66061	Houlihan's Restaurants Inc.	2019-2020 Maintenance Proposal between Next to Nature Landscape and Houlihan's Restaurant dated December 18, 2018	December 31, 2019
NTN BUZZTIME, INC 1800 ASTON AVE STE 100 CARLSBAD, CA 92008	Houlihan's Restaurants Inc.	Master Services & Pricing Agreement between NTN Buzztimes, Inc. and A.C.E. Restaurant Group, Inc. dba Houlihan's dated August 23, 2016	December 31, 2019
Nuco2 Inc. 2800 SE Market Place Stuart, FL 34997	Houlihan's Restaurants Inc.	Nuco2 Inc. for products and services agreement between HRI dated May 27, 2014	December 31, 2019
Oilmatic Inc. 155 Smith St. P.O.B 185 Keasbey, NJ 08832	Houlihan's Restaurants Inc.	Oilmatic Inc for product and service agreement between HRI	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
OPENTABLE, INC 799 MARKET STREET SUITE 400 SAN FRANCISCO, CA 94103	Houlihan's Restaurants Inc.	OpenTable Client Agreement and amendments thereto	December 31, 2019
ORANGE TREE EMPLOYMENT SCREENING, LLC 7275 OHMS LANE MINNEAPOLIS, MN 55439	Houlihan's Restaurants Inc.	User Compliance and Services Agreement between Orange Tree Employment Screening, LLC and Houlihan's Restaurants, Inc. dated August 25, 2011	December 31, 2019
PACIFIC COMMERCIAL SERVICES LLC DBA COVERALL 9101 LYNDON B JOHNSON FWY SUITE 550 DALLAS, TX 75243	Houlihan's Restaurants Inc.	Customized Proposal and Service Agreement between Pacific Commercial Services LLC. d/b/a Coverall Health-Based Cleaning System and Houlihan's Restaurant	December 31, 2019
PARK PLACE TECHNOLOGIES 8401 CHAGRIN ROAD CHAGRIN FALLS, OH 44023	Houlihan's Restaurants Inc.	Statement of Work Data Center Hardware Maintenance between Park Place Technologies and Houlihan's Restaurants, Inc. dated April 17, 2014	December 31, 2019
PARK PLACE TECHNOLOGIES 8401 CHAGRIN ROAD CHAGRIN FALLS, OH 44023	Houlihan's Restaurants Inc.	Statement of Work Data Center Hardware Maintenance between Park Place Technologies and Houlihan's Restaurants, Inc. dated August 2014	December 31, 2019
PAYFORMANCE CORPORATION (now FIS Global) 10550 DEERWOOD PARK BLVD BUILDING 300 JACKSONVILLE, FL 32256	Houlihan's Restaurants Inc.	Payformance Services Agreement between Payformance Corporation and Houlihan's Restaurants, Inc. dated August 1, 2007	December 31, 2019
PAYFORMANCE CORPORATION (now FIS Global) 10550 DEERWOOD PARK BLVD BUILDING 300 JACKSONVILLE, FL 32256	Houlihan's Restaurants Inc.	Payformance Services Agreement between Payformance Corporation and Houlihan's Restaurants, Inc. dated August 1, 2007	December 31, 2019
PETE'S CLEANING SERVICES 1629 MICHIGAN AVE APT 108 VILLA PARK, IL 60181	Houlihan's Restaurants Inc.	Janitorial Agreement between Pete's Cleaning Services and Devon Seafood + Steaks dated February 1, 2015	December 31, 2019
PHILADELPHIA EXTRACT COMPANY 6806-10 NORTH FRANKLIN STREET PHILADELPHIA, PA 19126	Houlihan's Restaurants Inc.	Bulk CO2 Equipment Lease Agreement between Philadelphia Extract Company and Houlihan's Restaurants, Inc. d/b/a Devon Seafood Grill dated August 27, 2013	December 31, 2019
PLANTSCAPE, INC 3101 LIBERTY AVENUE PITTSBURGH, PA 15201	Houlihan's Restaurants Inc.	Proposal between Plantscape Inc. and Houlihan's Cranberry Township dated January 13, 2015	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
PLAYNETWORK, INC 8727 148TH AVE NE REDMOND, WA 98052	Houlihan's Restaurants Inc.	Music Services Agreement between PlayNetwork, Inc. and Houlihan's, as amended	December 31, 2019
PLAYNETWORK, INC 8727 148TH AVE NE REDMOND, WA 98052	Houlihan's Restaurants Inc.	Amendment to Music Services Agreement between PlayNetwork, Inc. and Houlihan's dated October 15, 2015	December 31, 2019
PORTIER, LLC, SUBSIDIARY OF UBEREATS TECHNOLOGIES, INC 1455 MARKET ST. 4TH FL TREVISO, PA, 94103	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	December 31, 2019
POSITOUCH, LLC 491 KILVERT STREET WARWICK, RI 02886	Houlihan's Restaurants Inc.	Service Agreement between POSItouch, Inc. and Houlihan's Restaurants, Inc. dated May 1, 2019	December 31, 2019
PRECISION LANDSCAPING, INC PO BOX 3009 WAYNE, NJ 07474	Houlihan's Restaurants Inc.	Precision Landscaping and Snow removal for services agreed to October 1, 2019 between HRI.	December 31, 2019
PROTECTIVE MEASURES SECURITY AND SYSTEMS, LLC 305 PALMER ROAD DANVILLE, NJ 07834	Houlihan's Restaurants Inc.	Subscriber Agreement between Protective Measures Security and Systems, LLC and Houlihan's Restaurant and Bar dated June 2, 2014	December 31, 2019
QUADIS TECHNOLOGIES, INC (now TrueIT) 210 GATEWAY SUITE 120 LINCOLN, NE 68505	Houlihan's Restaurants Inc.	Quadis Agreement made and entered into January 1, 2010 between Quadis and Houlihan's Restaurants, Inc.	December 31, 2019
QUALITY SERVICE LANDSCAPE 111 W BROWN ST WEST CHICAGO, IL 60185	Houlihan's Restaurants Inc.	2015 Lawn Maintenance Contract between Quality Service Landscape and Houlihan's dated May 5, 2015	December 31, 2019
RANK FUSE INTERACTIVE, LLC 11011 KING STREET OVERLAND PARK, KS 66210	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	December 31, 2019
RB ENTERPRISES 1771 MALLETT RD AURORA, IL 60505	Houlihan's Restaurants Inc.	Landscaping Contract between RB Enterprises and Houlihan's Restaurant dated January 11, 2018	December 31, 2019
RENTOKIL NORTH AMERICA, INC DBA PRESTO-X PO BOX 13848 READING, PA 19612	Houlihan's Restaurants Inc.	Pest Prevention Service Agreement between Rentokil North America, Inc DBA Presto-X and Houlihan's Restaurants, Inc. dated March 28, 2019	December 31, 2019
Rentokil North America, Inc., d/b/a Presto-X P.O. Box 13848, Reading, PA 19612	Houlihan's Restaurants Inc.	March 22, 2018 Presto X (Rentokil North America) Steritech Services Contract between Steritech and Houlihan's Restaurants, Inc.	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
RESOURCE ONE EXECUTIVE SEARCH 9401 REEDS RD OVERLAND PARK, KS 66207	Houlihan's Restaurants Inc.	Contingent Search Agreement between Resource One Executive Search and Houlihan's Restaurants Group dated December 22, 2016	December 31, 2019
RESTAURANT PARTNERS PROCUREMENT 1030 N ORANGE AVE ORLANDO, FL 32801	Houlihan's Restaurants Inc.	RP Procurement Contract Services Agreement dated September 27, 2019 by and between RPP and Houlihan's Restaurants, Inc.	December 31, 2019
RESTAURANT TECHNOLOGIES, INC 3711 KENNEBEC DRIVE SUITE 100 EAGAN, MN 55122	Houlihan's Restaurants Inc.	Supply and Fryer Filtration Agreement between Restaurant Technologies Inc. and Houlihan's Restaurants, Inc.	December 31, 2019
RIPPLE GLASS, LLC 1642 CRYSTAL AVE KANSAS CITY, MO 64126	Houlihan's Restaurants Inc.	Service Agreement- 110 Leawood between Ripple Glass, LLC and Houlihan's Restaurants, Inc. dated August 3, 2018	December 31, 2019
RIPPLE GLASS, LLC 1642 CRYSTAL AVE KANSAS CITY, MO 64126	Houlihan's Restaurants Inc.	Service Agreement - Store 825	December 31, 2019
RIPPLE GLASS, LLC 1642 CRYSTAL AVE KANSAS CITY, MO 64126	Houlihan's Restaurants Inc.	Service Agreement- Store 169	December 31, 2019
RSM MECHANICAL SERVICES. INC 2301 DUSS AVE SUITE 6 AMBRIDGE, PA 15003	Houlihan's Restaurants Inc.	Service Agreement between RMS Mechanical Services, Inc and Houlihan's Restaurants, Inc. dated April 8, 2019	December 31, 2019
SALESFORCE.COM, INC LANDMARK ONE MARKET STREET, SUITE 300 SAN FRANCISCO, CA 94105	Houlihan's Restaurants Inc.	Order Form between Salesforce.com, Inc and Houlihan's Restaurants, Inc. dated January 8, 2019	December 31, 2019
SALESFORCE.COM, INC LANDMARK ONE MARKET STREET, SUITE 300 SAN FRANCISCO, CA 94105	Houlihan's Restaurants Inc.	Order Form between Salesforce.com, Inc and Houlihan's Restaurants, Inc. dated January 8, 2019	December 31, 2019
SANTELL LINEN SUPPLY, INC 1100 SIXTH AVE NEPTUNE, NJ 07753	Houlihan's Restaurants Inc.	Master Linen Rental Contract by and between Santell Linen Supply Inc. and Houlihan's as successor to ACE dated June 24, 2015	December 31, 2019
SELECT IMAGING 2018 EAST PRAIRIE CIRCLE OLATHE, KS 66062	Houlihan's Restaurants Inc.	Select Imaging Contract made and entered into August 5, 2014 between Select Imaging and Houlihan's Restaurants, Inc.	December 31, 2019
Sequoia Restaurant & Entertainment Group, LLC 5000 Birch Street Suite 3000 Newport Beach, CA 92660	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	December 31, 2019

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SERVICE MANAGEMENT GROUP, INC 210 W 19TH TERRACE, SUITE 200 KANSAS CITY, MO 64108	Houlihan's Restaurants Inc.	Agreement dated June 20, 2007 between Houlihan's Restaurant's Inc. and Service Management Group	December 31, 2019
SIB FIXED COST REDUCTION COMPANY, LLC 796 MEETING STREET CHARLESTON, SC 29403	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.	December 31, 2019
SKYLIGHT FINANCIAL, INC (now NETSPEND) 1455 LINCOLN PARKWAY, SUITE 600 ATLANTA, GA 30346	Houlihan's Restaurants Inc.	Agreement between Netspend Corporation and Houlihan's Restaurants, Inc.	December 31, 2019
SKYLIGHT FINANCIAL, INC (now NETSPEND) 1455 LINCOLN PARKWAY, SUITE 600 ATLANTA, GA 30346	Houlihan's Restaurants Inc.	Second Amendment to Skylight Services Agreement between Netspend Corporation and Houlihan's Restaurants, Inc. dated July 14, 2016	December 31, 2019
SNAGAJOB 4851 LAKE BROOK DR GLEN ALLEN, VA 23060	Houlihan's Restaurants Inc.	SnagAJob between Sales Order and Houlihan's Restaurants, Inc. dated April 9, 2018	December 31, 2019
SPARTAN COMPUTER SERVICES, INC 350 WEST PHILLIPS ROAD GREER, SC 29650	Houlihan's Restaurants Inc.	Maintenance Agreement dated September 1, 2005 between Spartan Computer Services, Inc and Houlihan's Restaurants, Inc.	December 31, 2019
SPIN LINEN MANAGEMENT 1228 S 16TH ST OMAHA, NE 68108	Houlihan's Restaurants Inc.	Rental Agreement dated September 13, 2018	December 31, 2019
STRATUS BUILDING SOLUTIONS 601 DRESHER ROAD, STE 250 HORSHAM, PA 19044	Houlihan's Restaurants Inc.	Service Agreement between Stratus Building Solutions and Devon Seafood Grill dated August 13, 2019	December 31, 2019
SYSCO METRO NY, LLC 20 THEODORE CONRAD DRIVE JERSEY CITY, NJ 07305 ATTN: STEVE HARRIS  SYSCO METRO NY, LLC 1390 ENCLAVE PARKWAY HOUSTON, TX 77077 ATTN: LEGAL DEPARTMENT	Houlihan's Restaurants Inc.	Master Distribution Agreement between Sysco Metro NY, LLC and Houlihan's Restaurants, Inc. dated September 1, 2018	December 31, 2019
Systematic Pest Elimination Corp PO Box 431 Hillsdale, NJ 07642	Houlihan's Restaurants Inc.	Systematic Pest Elimination Corp for services between HRI dated July 8, 2019	December 31, 2019



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TABLETOP MEDIA, LLC 12404 PARK CENTRAL DRIVE SUITE 350 DALLAS, TX 75251	HRI Holding Corp.	Ziosk Agreement between Tabletop Media, LLC d/b/a Ziosk and HRI Holding Corp dated July 9, 2019	December 31, 2019
TALX CORPORATION (a provider of Workforce Solutions) 11432 LACKLAND ROAD ST LOUIS, MO 63146	Houlihan's Restaurants Inc.	Equifax Agreement made and entered into July 19, 2018 between TALX Corporation (Equifax) and Houlihan's Restaurants, Inc.	December 31, 2019
TDn2K, LLC 14785 PRESTON RD SUITE 290 DALLAS, TX 75254	Houlihan's Restaurants Inc.	People Report Membership Service Agreement between TDn2K, LLC and Houlihan's Restaurants, Inc. dated June 28, 2018	December 31, 2019
TDn2K, LLC 14785 PRESTON RD SUITE 290 DALLAS, TX 75254	Houlihan's Restaurants Inc.	Black Box Intelligence Membership Service Agreement	December 31, 2019
THE EVENT LOUNGE 850 N DOROTHY DR #504 RICHARDSON, TX 75081	Houlihan's Restaurants Inc.	Meeting Management Services between The Event Lounge and Houlihan's dated March 3, 2019	December 31, 2019
THE WORKS SERVICE COMPANY 515 INTERURBAN SUITE 105 RICHARDSON, TX 75081	Houlihan's Restaurants Inc.	HVAC Services Agreement	December 31, 2019
TOP SEED LANDSCAPING & GARDENING CO INC 160 LIBERTY STREET BLDG 3 SUITE B METUCHEN, NJ 08840	Houlihan's Restaurants Inc.	Top Seed Landscape and Snow removal services agreed to October 1, 2019	December 31, 2019
TOWNE PARK, LLC ONE PARK PLACE, SUITE 200 ANNAPOLIS, MD 21401	JGIL Omaha, LLC	Special Event Parking Service Agreement between Towne Park, LLC and Houlihan's Restaurants, Inc. dated November 20, 2018	December 31, 2019
UPLAND SOFTWARE, INC 401 CONGRESS AVENUE SUITE 1850 AUSTIN, TX 78701-3788	Houlihan's Restaurants Inc.	Agreement dated August 2018 by and between Upland Software and Houlihan's Restaurants, Inc.	December 31, 2019
US FOODS, INC 9399 WEST HIGGINS ROAD SUITE 500 ROSEMONT, IL 60018	Houlihan's Restaurants Inc.	Master Services Agreement between US Foods and Houlihan's Restaurants, Inc. dated May 30, 2017, as amended from time to time	December 31, 2019
US FOODS, INC 9399 WEST HIGGINS ROAD SUITE 500 ROSEMONT, IL 60018	Houlihan's Restaurants Inc.	Master Distribution Agreement between US Foods, Inc. (Salem Streater Cleveland Dallas) and Houlihan's Restaurants, Inc. and effective as of April 23, 2017, as amended from time to time	December 31, 2019
VALLEY ENTERPRISES, INC 640 VARSITY DRIVE ELGIN, IL 60120	Houlihan's Restaurants Inc.	Service Agreement and Terms and Conditions between Valley Enterprises, Inc. and Houlihan's dated November 1, 2018	December 31, 2019

<b>Counterparty</b>	<b>Debtor Counterparty</b>	<b>Description of Contract<sup>1</sup></b>	<b>Rejection Date</b>
YELP 140 NEW MONTGOMERY ST SAN FRANCISCO, CA 94105	Houlihan's Restaurants Inc.	Advertising Agreement	December 31, 2019
CHELSEA BEACH 11406 WINGFOOT DRIVE KANSAS CITY, KS 66109	Houlihan's Restaurants Inc.	Independent Contractor Agreement between Chelsea Beach and Houlihan's Restaurants, Inc. dated August 2, 2018	December 31, 2019
THE AMERICAN WORKER 11910 ANDERSON MILL ROAD #401 AUSTIN, TX 78726	Houlihan's Restaurants Inc.	Renewal Letter between The American Worker and Houlihan's dated December 5, 2018	December 31, 2019
WARREN LANE 4861 SCENIC POINT LOOP BLVD LOUISVILLE, TN 37777	Houlihan's Restaurants Inc.	Employment Agreement	December 31, 2019
TERRY HARRYMAN 14650 BRIAR STREET LEAWOOD, KS 66224	Houlihan's Restaurants Inc.	Executive Employment Agreement between Terry Harryman and Houlihan's Restaurants, Inc. dated July 7, 2018	December 31, 2019
ARNOLD RUNESTED 713 SURREY LANE FRANKLIN LAKES, NJ 07417	Houlihan's Restaurants Inc.	Executive Employment Agreement between Arnold Runested and Houlihan's Restaurants, Inc. dated March 27, 2018	December 31, 2019