

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

In re:

LAST CALL GUARANTOR, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 16-11844 (KG)

(Jointly Administered)

**Requested Hearing Date: August 26, 2016 at 4:00 p.m.**

**Requested Objection Deadline: At the hearing**

**MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) AUTHORIZING  
THE SALE OF A PENNSYLVANIA LIQUOR LICENSE FREE AND CLEAR OF ALL  
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (II) APPROVING THE  
RELATED PURCHASE AND ESCROW AGREEMENT, AS AMENDED; AND  
(III) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), including Debtor, Last Call Operating Co. I, Inc. (the “**Seller**”), hereby move the Court (the “**Motion**”), pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”), and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), for entry of an order, substantially in the form annexed hereto as **Exhibit A** (the “**Sale Order**”), (i) authorizing the sale (the “**Sale**”) of that certain Liquor License No. R-19033 issued by the Pennsylvania Liquor Control Board (the “**License**”) to MAA Annapurna, LLC (the “**Buyer**”) free and clear of liens, claims, encumbrances, and interests; (ii) approving the Purchase and Escrow Agreement, as amended, attached hereto as **Exhibit B** (the “**Purchase Agreement**”) at the hearing on this Motion (the “**Sale Hearing**”); and (iii) granting related relief. In support of this Motion, the Debtors respectfully state as follows:

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four (4) digits of each Debtor’s federal tax identification number, if applicable, are: Last Call Guarantor, LLC, Last Call Holding Co. I, Inc. (3962), Last Call Holding Co. II, Inc. (8727), Last Call Operating Co I, Inc. (3541), Last Call Operating Co II, Inc. (8272), F&H Restaurants IP, Inc. (0107), Champpps Restaurants IP, Inc. (3776), KS Last Call Inc. (1480), and MD Last Call Inc. (9190). The Debtors’ business address is 19111 Dallas Pkwy, Unit 370, Dallas, TX 75287.

**Status of the Case**

1. On August 10, 2016 (the “**Petition Date**”), the Debtors commenced these cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

2. The Debtors have continued in possession of their properties and are operating and managing their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On August 23, 2016, an official committee of unsecured creditors (the “**Committee**”) was formed in these Chapter 11 Cases. No request has been made for the appointment of a trustee or examiner.

**Jurisdiction, Venue and Statutory Predicates**

4. The Bankruptcy Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. §157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

5. The statutory predicates for the relief sought herein are sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1.

**Background**

**A. General Background**

6. The Debtors own and operate sports bar and casual family-dining restaurants under three well-recognized concepts, namely Fox & Hound, Bailey’s Sports Grille, and Champps. The Debtors operate forty-eight (48) Fox & Hound locations, nine (9) Bailey’s locations, and twenty-three (23) Champps locations. The Debtors are headquartered in Dallas, Texas, and operate their restaurants in twenty-five (25) states across the country. The Debtors have more than 4,700 full and part-time employees.

7. A detailed factual background of the Debtors' businesses and operations, as well as the events precipitating the commencement of the Chapter 11 Cases, is more fully set forth in the *Declaration of Roy Messing in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* (the "**First Day Declaration**"), filed contemporaneously herewith and incorporated herein by reference.

**B. Proposed Sale of the License**

8. The Seller presently owns, and holds in safekeeping, the License, which was issued in the name of Tent Restaurant Operations, Inc. ("**Tent**")<sup>2</sup> by the Pennsylvania Liquor Control Board. The License was originally associated with the premises located at 2625 Brindle Drive, Dauphin County, Susquehanna Township, Pennsylvania 17110. The License is associated with a Fox & Hound location formerly operated by the Debtors' predecessors in interest which was shuttered prior to the Petition Date. Because the License is no longer being actively used by the Seller or the remaining Debtors, the Debtors have determined that the Sale would be in the best interests of the Debtors, their estates, creditors and other parties in interest.

9. On January 4, 2016, the Seller and the Buyer entered into the Purchase Agreement. The Purchase Agreement contemplates the sale of the License for a total purchase price of \$100,000 (the "**Purchase Price**"), with net proceeds of \$90,000 to the Seller following the deduction of commissions.<sup>3</sup> Commissions totaling \$10,000 will be paid from the sale proceeds to, and split equally between, Crossroads Commercial Realty, LLC and Liquor Licenses Sales PA-NJ, LLC. The Purchase Agreement was modified through two addenda dated

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<sup>2</sup> Tent assigned the License to the Seller pursuant to a section 363 sale approved by this Court in the *In re F & H Acquisition Corp., et al.* bankruptcy cases, Case No. 13-13220. Tent is a debtor-affiliate of F & H Acquisition Corp.

<sup>3</sup> The Seller received Sale proceeds of \$11,000 prior to the Petition Date. The prior receipts are non-refundable, but would be credited against the sales proceeds at closing, leaving the Seller with additional net proceeds of \$79,000 at closing.

June 1, 2016 and July 3, 2016, respectively. Copies of the addenda are contained in **Exhibit B** hereto.

10. The License was marketed by a broker for months prior to the execution of the pending agreement by Seller and Buyer. The proposed sale to the Buyer represents the only offer received by the Seller. If the pending sale does not close, the Seller would have to recommence its marketing efforts, despite having waited for more than 7 months to fully realize the proceeds from the pending transaction.

11. The Buyer has advised the Debtors that it must close on the sale of the License no later than August 29, 2016. The Buyer otherwise will not have the appropriate approvals in place with respect to the License from the Pennsylvania Liquor Control Board.

**Relief Requested**

12. By this Motion, the Debtors seek the entry of the Sale Order: (i) authorizing the Sale free and clear of any liens, claims, encumbrances, and interests, to the Buyer pursuant to the Purchase Agreement; (ii) approving the Purchase Agreement; and (iii) granting related relief. Through the Sale, the Debtors seek to maximize the realizable value of the License for the benefit of the Debtors' estates.

13. In order to close the Sale and obtain the balance of the Purchase Price, a Sale Order must be entered on or before August 29, 2016 given the Buyer will only have the necessary regulatory approvals in place through August 29, 2016.

14. Pursuant to Local Rule 6004-1(iv), an overview of the terms of the Purchase Agreement is contained below:

<b>Issue</b>	<b>Response</b>
Sale to Insider?:	No.
Agreements with management?:	Not applicable.

Release provisions:	Not applicable.
Private Sale/No Competitive Bidding:	Private sale.
Closing and Other Deadlines:	Closing must occur by August 29, 2016.
Good Faith Deposit	\$10,000, i.e. 10% of the Purchase Price, has been deposited with an escrow agent, Scaringi & Scaringi, P.C. The Seller has previously received \$11,000 of the Purchase Price for extensions of the regulatory approval period requested by Buyer.
Interim Arrangements with Proposed Buyer	Not applicable.
Use of Proceeds	The proceeds of the Sale will be paid the Debtors' first lien lenders, pursuant to the terms of the Interim Order (I) Authorizing the Use of Cash Collateral, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 363, 363 and 507, (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b) and Local Rule 4001-2; and (IV) Granting Related Relief (the " <b>Cash Collateral Order</b> "), unless otherwise agreed.
Tax Exemption	Not applicable.
Record Retention	Not applicable.
Sale of Avoidance Actions	Not applicable.
Requested Findings as to Successor Liability	The Sale Order will contain findings of fact and conclusions of law regarding the sale of the assets free and clear of liens, claims, and interests.
Sale Free and Clear of Unexpired Leases	Not applicable.
Credit Bidding	Not applicable.
Relief from Bankruptcy Rule 6004(h)	The Debtors are seeking a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h).

**Basis for Relief Requested**

***A. The Sale is Within the Sound Business Judgment of the Debtors and Should Be Approved***

15. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that a debtor-in-possession, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor’s assets prior to confirmation of a plan. However, courts in this Circuit and others have required that the decision to sell assets outside the ordinary course of business be based upon the sound business judgment of the debtors. See *In re Moore*, 608 F.3d 253, 263 (5th Cir. 2010), *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Decora Indus., Inc.*, 2002 WL 32332749, at \*2 (D. Del. May 20, 2002); *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp., (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

16. The “sound business purpose” test requires a debtor to establish four elements in order to justify the sale or lease of property outside the ordinary course of business, namely, (a) that a sound business reason justifies the sale of assets outside the ordinary course of business, (b) that accurate and reasonable notice has been provided to interested persons, (c) that the debtors have obtained a fair and reasonable price, and (d) good faith exists with respect to the purchaser of the assets. *Id.*; *In re Sovereign Estates, Ltd.*, 104 B.R. 702, 704 (Bankr. E.D. Pa. 1989). A debtor’s showing of a sound business purpose need not be unduly exhaustive but, rather, a debtor is “simply required to justify the proposed disposition with sound business

reasons.” *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984); *see also In re Indus. Valley Refrigeration and Air Conditioning Supplies, Inc.*, 77 B.R. 15, 21 (Bankr. E.D. Pa. 1987). Whether or not there are sufficient business reasons to justify a transaction depends upon the facts and circumstances of each case. *In re Lionel*, 722 F.2d at 1071; *In re Montgomery Ward Holding Corp.*, 242 B.R. at 155.

17. Additionally, section 105(a) of the Bankruptcy Code provides a bankruptcy court with broad powers in the administration of a case under the Bankruptcy Code. Section 105(a) provides that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Provided that a bankruptcy court does not employ its equitable powers to achieve a result not contemplated by the Bankruptcy Code, the exercise of its section 105(a) power is proper. *Matter of Fesco Plastics Corp., Inc.*, 996 F.2d 152, 154 (7th Cir. 1993); *Pincus v. Graduate Loan Ctr. (In re Pincus)*, 280 B.R. 303, 312 (Bankr. S.D.N.Y. 2002). Pursuant to section 105(a), a court may fashion an order or decree that helps preserve or protect the value of a debtor’s assets. *See Chinichian v. Campolongo (In re Chinichian)*, 784 F.2d 1440, 1443 (9th Cir. 1986) (“Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code.”); *In re Cooper Props. Liquidating Trust, Inc.*, 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (noting that “the Bankruptcy Court is one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of its creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws.”).

18. The Debtors submit that sound business justification exists to sell the License to the Buyer in accordance with the terms of the Purchase Agreement. The Debtors no longer operate a store at the location associated with the License, and therefore seek to monetize the

License to maximize the value of their assets. The Buyer has informed the Debtors that it only has the necessary regulatory approvals in place with respect to the License through August 29, 2016. Given that the Debtors have marketed the License for sale for an extended period of time and the Buyer is ready to close, the Debtors believe that absent the proposed Sale, the value of the License will decline or be eliminated. At a minimum, any Sale of the License would be substantially delayed. Thus, the relief sought herein is not only reasonable, but necessary, to maximize the value of the Debtors' estates for the benefit of their stakeholders.

***B. The Sale, Free and Clear of All Liens, Claims, Encumbrances, and Interests, is Authorized by Section 363(f) of the Bankruptcy Code***

19. Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell all or any part of its property free and clear of any and all liens, claims, encumbrances or interests in such property if: (i) such a sale is permitted under applicable non-bankruptcy law; (ii) the party asserting such a lien, claim or interest consents to such sale; (iii) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property; (iv) the interest is the subject of a bona fide dispute; or (v) the party asserting the lien, claim or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. 11 U.S.C. § 363(f); *Citicorp Homeowners Serv., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that section 363(f) of the Bankruptcy Code is written in the disjunctive; therefore, a court may approve a sale “free and clear” provided at least one of the subsections is met).

20. The Debtors expect that one or more of the conditions set forth in section 363(f) of the Bankruptcy Code will be satisfied with respect to the Sale. Specifically, the Debtors believe that at least section 363(f)(ii) will be satisfied because any parties holding liens on the License will consent, or absent any objection to the Sale, will be deemed to have consented to, the Sale. Alternatively, section 363(f)(v) will be satisfied in that parties asserting a lien, claim or

interest can be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. Furthermore, courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). *See, e.g., In re Trans World Airlines, Inc.*, 2001 WL 1820325 at \*3, \*6 (Bankr. D. Del. March 27, 2001); *Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987). Therefore, approving the sale of the License free and clear of all liens, claims, encumbrances and interests is warranted.

**C. The Buyer is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code**

21. Section 363(m) of the Bankruptcy Code protects a purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. The Debtors request that the Court find that, in connection with the Sale, the Buyer is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code.

22. Section 363(m) of the Bankruptcy Code provides, in pertinent part:

The reversal or modification on appeal of an authorization under subsection (b) . . . of this section of a sale . . . of property does not affect the validity of a sale . . . under such authorization to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m).

23. The Debtors submit that the Purchase Agreement was an arm's-length transaction, in which the Buyer acted in good faith. Accordingly, the Debtors request that the Court make the finding at the Sale Hearing that the Buyer has purchased the License in good faith within the meaning of section 363(m) of the Bankruptcy Code.

***F. Relief from the Fourteen Day Waiting Periods Under Bankruptcy Rule 6004(h) is Appropriate***

24. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h).

25. Cause exists to justify a waiver of the fourteen (14) day stays under Bankruptcy Rules 6004(h), as a prompt closing of the Sale is of critical importance. The Buyer is ready to close the Sale and will not be in position to do so after August 29, 2016, given that certain regulatory approvals are only in place through August 29, 2016. . The Debtors respectfully request that the Court waive the fourteen-day stay periods under Bankruptcy Rule 6004(h) so that the Sale Order may be effective immediately upon entry.

**Consent to Jurisdiction**

26. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

**Notice**

27. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the District of Delaware; (b) Antares Credit, L.P. and Cantor Fitzgerald & Co., as the Administrative Agents for the Debtors’ prepetition Credit Agreements; (c) proposed counsel to the Committee; (d) those parties requesting notice pursuant to Bankruptcy Rule 2002; and (e) the Buyer. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

28. No prior request for the relief sought in this Motion has been made to this or any other court.

**Conclusion**

WHEREFORE, the Debtors respectfully request that this Court enter an order granting the relief requested herein and granting such other and further relief as the Court deems just and proper.

Dated: August 24, 2016

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (DE Bar No. 4435)

1007 North Orange Street, Suite 1200

Wilmington, Delaware 19801

Telephone: (302) 661-7000

Facsimile (302) 661-7360

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-and-

Nancy A. Mitchell (*pro hac vice* forthcoming)

Nancy A. Peterman (admitted *pro hac vice*)

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3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

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Facsimile: (678) 553-2269

Email: elrodj@gtlaw.com

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

**EXHIBIT B**

**PURCHASE AND ESCROW AGREEMENT ("Agreement")**

This Agreement is made and entered into as of ~~December 4~~, <sup>JANUARY 4</sup> 201~~5~~<sup>16</sup> (the "Effective Date") by and between Last Call Operating Co I., Inc. ("Seller") and MAA ANNAPURNA, CORP, ("Buyer") agree as follows:

1. Seller holds in safekeeping that certain Liquor License No. R-19033 ("License") issued in the name of Tent Restaurant Operations, Inc. by the Pennsylvania Liquor Control Board (the "Board") for premises at 2625 Brindle Drive, Dauphin County, Susquehanna Twp, PA 17110. On the terms and conditions of this Agreement, Seller hereby agrees to sell and assign the License to the Buyer for inter-municipal transfer by the Buyer to premises at 110 N 2<sup>nd</sup> Street, City Of Harrisburg, Dauphin County, Pennsylvania (the "New Location"). Buyer hereby agrees to purchase the License and accept the assignment thereof, subject to the terms and conditions of this Agreement.

2. The purchase price for the License shall be \$100,000.00. Contemporaneously with its execution and delivery of this Agreement, Buyer shall deposit \$10,000.00 of the purchase price into escrow with Scaringi & Scaringi P.C. ("Escrow Agent"). The balance of the purchase price shall be deposited with the Escrow Agent on or before the date of the final closing of this transaction and shall be secured by a Promissory Note. Escrow Agent shall not be responsible for the performance under this Agreement by either party hereto, but shall be liable to the parties for willful misappropriation or wrongful disbursement of the funds held in escrow.

3. Each of the parties hereto agrees to execute all documents and perform all prerequisites on its part to be performed as necessary to best effectuate the transfer of this License as is herein contemplated. Each of the parties agrees to execute all necessary Board forms and appear at any necessary hearings before the Board. Buyer agrees to apply for all necessary governmental permits to process the application for transfer with reasonable dispatch, the costs and fees for which shall be

the sole responsibility of Buyer. Seller shall be solely responsible for the costs and fees necessary to deliver the License to Buyer free of all liens and encumbrances.

4. No commission due as a result of this sale shall be payable by Buyer. A Seller's commission of \$10,000 shall be paid to Liquor License Sales PA-NJ, LLC and Crossroads Commercial Realty, LLC, to be split equally. Escrow Agent is hereby authorized to pay the commission from the proceeds at closing.

5. The Buyer, without divesting itself of any liability hereunder, shall have the right to assign its rights under this Agreement.

6. This parties obligation to close the purchase and sale of the License as contemplated by this Agreement is contingent upon the Buyer obtaining, within 120 days after the Effective Date of this Agreement by (the "**Permit Period**"), all governmental permits, approvals and resolutions for its construction of improvements at the New Location . Buyer may terminate this Agreement for failure to obtain such permits, approvals or resolutions by sending written notice to Seller prior to the end of the Permit Period. Unless the Agreement has been terminated prior to the end of the Permit Period, Escrow Agent shall release \$5,000.00 of the Deposit to Seller within 2 days after the end of the Permit Period . This released \$5,000.00 will be non-refundable if closing does not occur. If closing does occur, the \$5,000.00 will be applied to the purchase price.

7. The parties' obligation to close the sale of the License as contemplated by this Agreement is also contingent upon approval by the Board of the transfer of the License to Buyer within 150 days after the Effective Date of this Agreement (the "**Approval Period**"). Buyer may extend the Approval Period for one (1) additional, successive period of 30 days by written notice to Seller accompanied by the payment of \$1,000.00. The extension payment shall be non-refundable, but shall be applied to the purchase price of the License if closing occurs. Unless the Agreement has been terminated prior to the end of the Approval Period (as the same may be extended by Buyer as

provided above), Escrow Agent shall release the remaining \$5,000.00 of the Deposit to the Seller within 2 days after the end of the Approval Period. This released \$5,000.00 will be non-refundable if closing does not occur. If closing does occur, the entire Deposit will be applied to the purchase price.

8. If the Buyer's application for transfer has not been approved within the Approval Period (as the same may be extended by Buyer as provided above), then either party may terminate this Agreement by giving written notice to the other party and the Escrow Agent, after which the Escrow Agent shall submit to the Board the letter of withdrawal attached hereto as Exhibit A. If the Board refuses to grant approval of the application for transfer, Buyer may appeal the decision of the Board to any court having jurisdiction to hear such appeal, but any appeal filed by Buyer shall not extend the Approval Period or effect Seller's right to terminate this Agreement as provided in this Section 8.

9. If Buyer defaults in its obligations under this Agreement, then the Deposit shall be paid to and retained by Seller as liquidated damages and Seller agrees to accept said sum in full satisfaction and discharge of all claims against Buyer. If Seller defaults in its obligations under this Agreement, then Buyer may, as its sole and exclusive remedy, either (a) terminate this Agreement or (b) pursue specific performance of this Agreement.

10. The closing of this transaction will take place within 10 days after the end of the Approval Period, provided that the transfer of the License has then been approved by the Board. At Closing, the balance of the purchase price shall be paid to Seller. Seller warrants that as of the closing, all bills, debts and claims due by the Seller which would prevent transfer of the License free and clear will have been paid. Seller shall indemnify, hold harmless and defend Buyer against any claims made to the License by or through Seller. Upon receipt of the Purchase Price, Seller shall sign a settlement statement, in the nature of a receipt, acknowledging payment by Buyer and releasing Buyer from further obligation.

11. Seller shall provide to Buyer all documents and information in Seller's possession as reasonably requested by Buyer to obtain approval of the transfer of the License by the Board. Seller warrants that, to the best of its knowledge, without duty of inquiry: Seller has the full right and power to sell and transfer the License to Buyer subject to approval by the Board; that there are no outstanding agreements of sale for the License as of the Effective Date of this Agreement; that the License has been and will be renewed pending closing or termination of this Agreement; that neither the Board nor the Bureau of Liquor Control Enforcement has any pending complaints, citations or undischarged penalties against the License; and that there are no liens or encumbrances of any nature against the License. Pending transfer of the License or termination of this Agreement, as the case may be, Seller shall timely file all necessary returns and pay all taxes due to any governmental agency or department with respect to the License. Seller hereby authorizes the Board to provide all pertinent information regarding the current status of the License to Buyer so that Buyer may perform due diligence on the transferability of the License, including but not limited to renewal and tax status, time in safekeeping, and any other renewal, citation or licensing compliance issues existing prior to the termination of this Agreement or closing, as the case may be. Buyer shall reimburse Seller at closing for the cost of the current yearly license fee on a pro rata basis as of the date of approval of transfer.

12. If there is any litigation, arbitration or similar proceeding to interpret or enforce this Agreement, including appellate proceedings, enforcement proceedings and bankruptcy litigation, the prevailing party may recover from the non-prevailing party all of the prevailing party's costs and expenses incurred in connection with the proceeding, including reasonable attorneys' fees and costs.

13. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute one and the same instrument. A copy of this Agreement may be used for all purposes as an original.

14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, whether oral or written. Any waiver, modification, with respect to this Agreement shall be set forth in writing and executed by or on behalf of the party to be bound thereby. A waiver given by a party with respect to this Agreement will not be deemed a waiver with respect to any subsequent matter.

15. The address for receipt of notices for each of the parties and Escrow Agent is set forth below their respective signature lines below. All notices required or permitted to be sent under this Agreement shall be in writing and delivered by (a) personal service, (b) registered or certified U.S. mail, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier for next day delivery. Notices shall be deemed received upon delivery or refusal thereof if sent by

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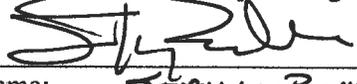
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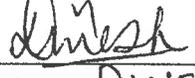
personal service, the day after deposit with an overnight courier as provided above, or three (3) calendar days after being placed in the U.S. mail as provided above.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date.

**SELLER:** Last Call Operating Co I, Inc.

By:   
Print Name: STEPHANIE BOONE MEDLEY  
Title: PRESIDENT & CEO  
Date of Signature: 1/7/16  
Address for Notices:  
1941 DALLAS PARKWAY, SUITE 370  
DALLAS, TX 75287

**BUYER:** Maa Annapurna, Corp

By:   
Print Name: DINESH PUROHT  
Title: owner/president  
Date of Signature: 1/4/16  
Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned Escrow Agent hereby accepts the escrow and agrees to handle and disburse all funds and documents escrow in accordance with the provisions of this Agreement.

**Escrow Agent:** Scaringi & Scaringi P.C.

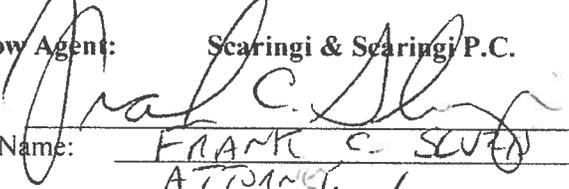
By:   
Print Name: FRANK C. SCARINGI  
Title: ATTORNEY  
Date of Signature: 1/4/16  
Address for Notices:  
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EXHIBIT A  
WITHDRAWAL LETTERS

Pennsylvania Liquor Control Board  
Northwest Office Building  
Harrisburg, PA 17124-0001

Re: MAA ANNAPURNA, CORP  
Dauphin County  
Harrisburg, Pennsylvania

To Whom It May Concern:

You are hereby authorized to withdraw from further consideration the application for transfer of liquor license No. R-19033 to MAA ANNAPURNA, CORP (Buyer)

Yours very truly,

Seller: Last Call Operating Co I., Inc.

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

Pennsylvania Liquor Control Board  
Northwest Office Building  
Harrisburg, PA 17124-0001

Re: MAA ANNAPURNA CORP  
Dauphin County  
Harrisburg, Pennsylvania

To Whom It May Concern:

You are hereby authorized to withdraw from further consideration the application for transfer of liquor license No. R-19033 to MAA ANNAPURNA CORP (Buyer)

Yours very truly,

Buyer: MAA ANNAPURNA

By: \_\_\_\_\_

Dated: \_\_\_\_\_

MAA ANNAPURNA, LLC  
627 HERITAGE COURT  
MECHANICSBURG, PA 17050

60-1526/313

604

DATE

1/4/2016

PAY TO THE  
ORDER OF

SCARINGI + SCARINGI, P.C.

\$ 10,000.00

Ten thousand dollars 00/100

DOLLARS



Security  
Features  
Included.  
Details on back.



Harrisburg, PA 17112

12

FOR Liquor Escrow to Scaringi's

Amesh Parekh  
AUTHORIZED SIGNATURE



⑈000604⑈ ⑆031315269⑆

1127463⑈

COPY

JUDGMENT NOTE

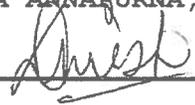
\$90,000.00

Date: 1/4/16

One (1) Day after date I/we promise to pay to the order of **LAST CALL OPERATING CO I, INC.**, the sum of \$90,000.00.

And further, I/we do hereby authorize and empower the Prothonotary, Clerk of Court or any Attorney of any Court of Record of Pennsylvania, or elsewhere, to appear for and confess Judgment against me/us for the above sum, as of any term, past, present or future, with or without declaration, with costs of suit, release of errors, without stay of execution, and with fifteen percent (15%) added for collecting fees. I/we also waive the right of inquisition on any real estate that may be levied upon to collect this note, and I/we do hereby voluntarily condemn the same, and authorize the Prothonotary to enter upon the writ of execution my/our said voluntary condemnation, any and all appraisement, stay or exemption laws of any state, now in force, or hereafter to be passed. THIS NOTE IS FOR PLCB PURPOSES ONLY AND UNDER AND SUBJECT TO THE TERMS OF A CERTAIN AGREEMENT OF SALE OF LIQUOR LICENSE BETWEEN THE PARTIES BEARING EVEN DATE HERewith, AND SHALL BE RENDERED VOID UPON THE TERMINATION OR RESCISSION OF THE SAID AGREEMENT.

**MAA ANNAPURNA, CORP.**

  
BY: \_\_\_\_\_  
ITS:

**ADDENDUM TO PURCHASE AND ESCROW AGREEMENT (“AGREEMENT”)**  
**DATED JANUARY 4, 2016**

WHEREAS, on January 4, 2016, a Purchase and Escrow Agreement (“Agreement”) was entered by and between Last Call Operating Co. I., Inc. (hereinafter “Seller”) and MAA ANNAPURNA, CORP (hereinafter “Buyer”);

WHEREAS, the correct name of Buyer is MAA ANNAPURNA, LLC;

WHEREAS, it is the intention of the parties to correct the name of the Buyer to reflect the proper entity name.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The name of the Buyer of the Purchase and Escrow Agreement (“Agreement”) shall be change from MAA ANNAPURNA, CORP to MAA ANNAPURNA, LLC.
2. All other terms and conditions contained in the Agreement of January 4, 2016 shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Addendum on the date below.

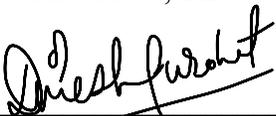
DATE: 6/1/2016

LAST CALL OPERATING CO. I., INC. (SELLER)

By: 

DATE: 6/1/2016

MAA ANNAPURNA, LLC

By: 

**SECOND ADDENDUM TO PURCHASE AND ESCROW AGREEMENT**  
**("AGREEMENT") DATED JANUARY 4, 2016**

WHEREAS, on January 4, 2016, a Purchase and Escrow Agreement ("Agreement") was entered into by and between Last Call Operating Co. I., Inc. (hereinafter "Seller") and MAA ANNAPURNA, CORP (hereinafter "Buyer");

WHEREAS, On June 1, 2016 an Addendum to the Agreement was executed to correct the name of the Buyer to reflect the proper entity name – MAA ANNAPURNA, LLC;

WHEREAS, it is the intention of the parties to enter into a Second Addendum to the Agreement to extend the date of Approval Period until July 31, 2016.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The date of the Approval Period shall be extended until July 31, 2016.
2. All other terms and agreements contained in the Agreement of January 4, 2016, and the Addendum to the Agreement of June 1, 2016 shall remain in full force and effect.

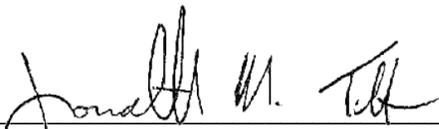
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Second Addendum on the date below.

DATE: 7/3/2016

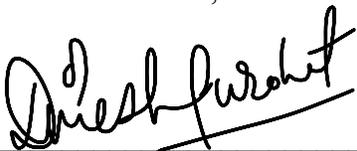
LAST CALL OPERATING CO. I., INC.

7/3/16

DATE: \_\_\_\_\_

By:  \_\_\_\_\_

MAA ANNAPURNA, LLC

By:  \_\_\_\_\_