

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

In re:

RMH FRANCHISE HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-11092 (BLS)

(Jointly Administered)

Ref. Docket No. 618

**NOTICE OF FILING OF BLACKLINE OF FIRST AMENDED JOINT
CHAPTER 11 PLAN OF REORGANIZATION OF RMH FRANCHISE
HOLDINGS, INC. AND ITS AFFILIATED DEBTORS, AS MODIFIED**

PLEASE TAKE NOTICE THAT on October 9, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *First Amended Joint Chapter 11 Plan of RMH Franchise Holdings, Inc. and Its Affiliated Debtors* [Docket No. 618] (including all exhibits thereto, the “First Amended Plan”).

PLEASE TAKE NOTICE THAT attached hereto as Exhibit 1 is a redline draft of the *First Amended Joint Chapter 11 Plan of Reorganization of RMH Franchise Holdings, Inc. and Its Affiliated Debtors, as Modified* (the “Modified Plan”). The redline of the Modified Plan is marked against the First Amended Plan, which was the version used by the Debtors in connection with solicitation.

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: RMH Franchise Holdings, Inc. (7150); NuLnk, Inc. (7381); RMH Illinois, LLC (0696); RMH Franchise Corporation (1807); and Contex Restaurants, Inc. (0710). The headquarters for the above-captioned Debtors is located at One Concourse Parkway, N.E. Suite 600, Atlanta, GA 30328.

Dated: Wilmington, Delaware
December 5, 2018

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ M. Blake Cleary

M. Blake Cleary (No. 3614)
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EXHIBIT 1

Blackline

DRAFT

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

In re:

RMH FRANCHISE HOLDINGS, INC., *et al.*,¹

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Chapter 11

Case No. 18-11092 (BLS)

(Jointly Administered)

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF RMH
FRANCHISE HOLDINGS, INC. AND ITS AFFILIATED DEBTORS, AS MODIFIED**

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to the Debtors and Debtors-in-Possession

Dated: ~~October 9~~, December [____], 2018

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: RMH Franchise Holdings, Inc. (7150); NuLnk, Inc. (7381); RMH Illinois, LLC (0696); RMH Franchise Corporation, (1807); ~~and~~ Contex Restaurants, Inc. (0710). The headquarters for the above-captioned Debtors is located at One Concourse Parkway, N.E., Suite 600, Atlanta, GA 30328.

RMH Franchise Holdings, Inc., and the other debtors and debtors in possession in the above-captioned cases, as set forth on Exhibit A hereto, propose the following joint chapter 11 plan for, among other things, the resolution of the outstanding Claims against and Equity Interests in the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, and operations, projections, risk factors, a summary and analysis of this Plan, and certain related matters. Parties are encouraged to read this Plan and the Disclosure Statement and their respective exhibits and schedules in their entirety before voting to accept or reject this Plan. No materials other than the Disclosure Statement and the respective schedules and exhibits attached thereto and referenced therein have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of this Plan. These exhibits include other agreements and documents, which have been or will be filed with the Bankruptcy Court that are referenced in this Plan or the Disclosure Statement as exhibits, the Plan Supplement or otherwise. All such agreements, documents, exhibits and the Plan Supplement are incorporated into and are made a part herein as if fully set forth herein.

The Debtors' Chapter 11 Cases are being jointly administered pursuant to an order of the Bankruptcy Court and this Plan is being represented as a joint plan of reorganization of the Debtors for administrative purposes only. Except as otherwise provided in this Plan, each Debtor shall continue to maintain its separate corporate existence after the Effective Date for all purposes, other than the treatment of Claims under this Plan.

Each of the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan, both as to such Debtor's Plan and collectively as to all Debtors.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND OTHER REFERENCES

Section 1.01. Defined Terms

The following terms shall have the following meanings when used in capitalized form in this Plan:

"ACON" means, ~~collectively, ACON Franchise Holdings, LLC and~~ ACON Equity Partners III, L.P. and its Affiliates.

"ACON Guarantee" means that certain Guaranty Agreement, dated December 27, 2012, by ACON Franchise Holdings, LLC in favor of the Administrative Agent and guaranteeing the obligations of RMH Franchise Holdings, Inc. and RMH Franchise Corporation under the Credit Agreement.

"Administrative Agent" means Bank of America, N.A., as administrative agent for the Senior Lenders under the Credit Agreement.

"Administrative Claim" means any right to payment for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or

1114(e)(2) of the Bankruptcy Code, including the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the businesses of the Debtors, but not including Professional Claims or U.S. Trustee Fees.

“Administrative Claims Bar Date” means, with respect to any Debtor, the first Business Day that is thirty (30) days after service of notice of the Effective Date, which notice shall set forth the Administrative Claims Bar Date (or such date(s) otherwise ordered by the Bankruptcy Court).

“Affiliate” (and, with a correlative meaning “affiliated”) means, with respect to any Person, any Person who would be an “affiliate” pursuant to section 101(2) of the Bankruptcy Code.

“Allowed” means, with respect to any Claim or Equity Interest: (i) a Claim or Equity Interest that has been scheduled by the Debtors in their Schedules as other than disputed, contingent, or unliquidated and as to which no ~~timely~~ Proof of Claim or interest has been Filed; (ii) a Claim or Equity Interest Filed in the Chapter 11 Cases that is not Disputed; (iii) a Claim or Equity Interest that is allowed (a) in any stipulation of amount and nature of Claim executed prior to the entry of the Confirmation Order and approved by the Bankruptcy Court; (b) in any stipulation of amount and nature of Claim or Equity Interest executed on or after the entry of the Confirmation Order with Reorganized RMH Franchise, Inc.; (c) in or pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith, or (d) by a Final Order; and (iv) a Claim or Equity Interest that is allowed pursuant to the terms hereof. Notwithstanding the foregoing, Claims and Equity Interests allowed solely for the purpose of voting to accept or reject this Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed” hereunder. ~~Unless~~Except as otherwise ~~specified herein~~provided in the Bankruptcy Code, in this Plan or by order of the Bankruptcy Court, “Allowed Administrative Claim” or “Allowed Claim” shall not, for any purpose under this Plan, include interest on such Administrative Claim or Claim from and after the Petition Date, or attorney’s fees after the Petition Date. An Allowed Claim shall be net of any setoff or recoupment amount of any Claim that may be asserted by any Debtor against the holder of such Claim, which amount shall be deemed setoff or recouped pursuant to the terms of this Plan.

~~“Amended Credit Agreement” means the Credit Agreement as amended in accordance with the Term Sheet, together with all related loan, security, mortgage, lock box and ancillary agreements between the Debtors, the Reorganized Debtors, the Administrative Agent and the Senior Lenders, in each case in form and substance satisfactory to the Debtors, the Reorganized Debtors, the Administrative Agent and the Senior Lenders, which documents may include a continuation, ratification, extension, modification or restatement of existing loan, security and mortgage agreements and all other documentation related to the Credit Agreement Claims. The form of the Amended Credit Agreement shall be in a form agreed upon by the Debtors, the Reorganized Debtors, the Administrative Agent and the Senior Lenders on or prior to seven (7) days prior to the date of the Confirmation Hearing.~~

“Applebee’s” means, collectively, Dine Brands Global, Inc., Applebee’s Restaurants LLC and Applebee’s Franchisor LLC and their Affiliates.

“Applebee’s ~~Adequate Assurance~~ Assumed Contracts” means the ~~replacement of the letters of credit proscribed in the Franchise Agreements identified in the Plan Supplement to be assumed in connection with this Plan in the aggregate amount of \$3,500,000.~~ Franchise Agreements and other contracts set forth on Schedule 1 to the Applebee’s Settlement Agreement, which have not been rejected or terminated by the Debtors prior to the Effective Date in accordance with the Applebee’s Settlement Agreement and any applicable order of the Bankruptcy Court.

“Applebee’s Claims” means the three (3) Proofs of Claim Filed in the Chapter 11 Cases against: (i) RMH Illinois, LLC (Proof of Claim number 474) in the amount of \$27,238,345; (ii) RMH Franchise Corporation (Proof of Claim number 477) in the amount of \$27,238,345; and (iii) RMH Franchise Holdings, Inc. (Proof of Claim number 486) in the amount of \$20,594,382.

“Applebee’s Excluded Contracts” means all Franchise Agreements or other contracts between the Debtors and Applebee’s not already terminated or rejected and not expressly assumed, which shall be deemed rejected on the Effective Date in accordance with the Applebee’s Settlement Agreement and any applicable order of the Bankruptcy Court.

“Applebee’s General Unsecured Claim” means the General Unsecured Claim of Applebee’s, asserted in the Applebee’s Claims and damages resulting from the Debtors’ alleged breaches and/or rejection of any Franchise Agreement or other contract between the Debtors and Applebee’s, which shall be Allowed in the amount of \$17,895,000 in Class 5.

“Applebee’s Litigation” means the adversary proceeding pending in the Chapter 11 Cases (Adv. Pro. No. 18-50481 (BLS)).

“Applebee’s Settlement Agreement” means that certain Settlement Agreement dated as of November 14, 2018 attached to this Plan as Exhibit D. Annex A to the Applebee’s Settlement Agreement is filed under seal pursuant to section 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 and approved by the Confirmation Order.

“Assets” means all of the ~~remaining~~ right, title and interest of one or more of the Debtors and their Estates in and to all of their respective property of whatever type and nature ~~(and wherever located (including, all~~ real, personal, mixed, intellectual, tangible or intangible property).

“Avoidance Actions” means any avoidance or equitable subordination or recovery actions under sections 105, 502(d), 510, 542 through 551, and 553(b) of the Bankruptcy Code, or similar avoidance or fraudulent transfer actions under applicable non-bankruptcy law.

“Ballot” means the form distributed to each holder of an Impaired Claim that is entitled to vote to accept or reject this Plan and on which such holder is to indicate, among other things, acceptance or rejection of this Plan.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as such title has been, or may be amended from time to time, to the extent that any such amendment is applicable to the Chapter 11 Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, or in the event such court ceases to exercise jurisdiction over any Chapter 11 Case, such court or adjunct thereof that exercises jurisdiction over such Chapter 11 Case in lieu of the United States Bankruptcy Court for the District of Delaware.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, promulgated under 28 U.S.C. § 2075, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, the Local Rules of Civil Practice and Procedure of the United States District Court for the District of Delaware, and general orders and chambers procedures of the Bankruptcy Court, each as applicable to the Chapter 11 Cases and as amended from time to time.

“Bar Date” means any applicable deadline for filing proofs of Claim for a particular type of Claim or an Administrative Claim against a Debtor as established by an order of the Bankruptcy Court or this Plan.

“BMO Credit Agreement” means that certain *Loan Authorization Agreement* dated August 26, 2016 by and between RMH Franchise Holdings, Inc. and RMH Franchise Corporation, as borrowers, and with BMO Harris Bank N.A., as lender.

“BMO Subordination Agreement” means that certain Subordination Agreement (as amended, restated, supplemented, or otherwise modified from time to time), dated August 26, 2015, by and among Administrative Agent and BMO Harris Bank N.A.

“Business Day” means any day, other than a Saturday, Sunday, or a “legal holiday,” as defined in Bankruptcy Rule 9006(a).

“Cash” means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

“Causes of Action” means, without limitation, any and all of the Debtors’ actions, causes of action, ~~Avoidance Actions, the Applebee’s Litigation,~~ controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, whether assertable by the Debtors directly, indirectly, derivatively or in any representative or other capacity, now existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act, failure to act, error, omission, transaction, occurrence or other event arising or occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date, other than Avoidance Actions and those released, enjoined, exculpated, sold, or otherwise limited or prohibited under this Plan, the Confirmation Order or other Final Order. For avoidance of

doubt, the Applebee's Litigation shall not be a Cause of Action as such litigation is resolved pursuant to the terms of the Applebee's Settlement Agreement.

“Chapter 11 Case(s)” means the chapter 11 cases commenced by the Debtors and jointly administered under case number 18-11092 (BLS) in the Bankruptcy Court.

“Claim” means a claim or claims against any Debtor or Debtors, as such term is defined in section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“Claims and Solicitation Agent” means Prime Clerk LLC.

“Claims Objection Deadline” means the last day for filing objections to Claims, other than Administrative Claims and Professional Claims, which day shall be: (i) the later of (a) one hundred eighty (180) days after the Effective Date of the last Plan to become effective or (b) one hundred eighty (180) days after the filing of a Proof of Claim for, or request for payment of, such Claim; or (ii) such other date as the Bankruptcy Court may order after the filing of a motion on notice to parties requesting notice pursuant to Bankruptcy Rule ~~2002-2002~~; provided, however, that in the event the Claims Objection Deadline is sought to be extended beyond 365 days after the Effective Date, the Reorganized Debtors shall serve notice of the motion seeking such any further requested extension of the Claims Objection Deadline on all claimants whose rights are affected by the requested extension of the Claims Objection Deadline. The filing of a motion to extend the Claims Objection Deadline shall automatically extend the Claims Objection Deadline until a Final Order is entered on such motion, unless otherwise ordered by the Bankruptcy Court. In the event that such motion to extend the Claims Objection Deadline is denied, the Claims Objection Deadline shall be the later of the then-current Claims Objection Deadline (as previously extended, if applicable) or thirty (30) days after the Bankruptcy Court's entry of an order denying the motion to extend the Claims Objection Deadline.

“Claims Register” means the official register of Claims maintained by the Claims and Solicitation Agent.

“Class” means a category of holders of Claims or Equity Interests under section 1122(a) of the Bankruptcy Code as identified herein.

“Collateral” means any property or interest in property of an Estate subject to a Lien, not otherwise subject to avoidance under the Bankruptcy Code, to secure the payment or performance of a Claim.

“Committee” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in these Chapter 11 Cases.

“Confirmation” or “Confirmed” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases by the Bankruptcy Court confirming this Plan.

“Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021 confirming this Plan.

“Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

“Confirmation Order” means, as to each Debtor’s Plan, the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

“Consummate” or “Consummation” or “Consummated” means the occurrence of the Effective Date.

“Convenience Claim” means any Claim that would otherwise be classified as a General Unsecured Claim but, with respect to such Claim, the aggregate amount of such Claim is less than \$20,000 or reduced to \$20,000 by agreement of the holder of such Claim through: (i) an election on their Ballot accepting or rejecting this Plan to receive the treatment provided to Convenience Claims under this Plan; or (ii) for any non-Debtor contract counterparty (a) whose Executory Contract is rejected by an order of the Bankruptcy Court entered after the Record Date or this Plan, or, (b) who otherwise does not receive a ballot, by an executed notice making such election that is received by the Debtors or Reorganized Debtors (as applicable) no later than 30 days from the date on which the underlying Executory Contract is deemed rejected.

“Convenience Class Distribution” means the Cash necessary to make the distributions to holders of Allowed Convenience Claims as set forth in this Plan.

“Credit Agreement” means that certain *Amended and Restated Credit Agreement* dated as of December 20, 2013 (as amended, modified, restated and/or supplemented), by and between RMH Franchise Holdings, Inc. and RMH Franchise Corporation, as borrowers, and the Administrative Agent.

“Credit Agreement Claims” means all claims for unpaid principal, interest, fees, costs charges, premiums and other amounts arising under or in connection with the Credit Agreement or the ACON Guarantee, including without limitation, letters of credit and swap contracts or agreements, and which Credit Agreement Claims are held by the Senior Lenders as follows:

Senior Lender	“Applicable Percentage”
Bank of America, N.A.	53.92%
Citizens Bank, National Association	31.50%
Wells Fargo Bank, National Association	14.58%
Total	100.00%

“Credit Agreement ~~Claims~~Up-Front Payment” means ~~the Cash~~ payment to the Senior Lenders on the Effective Date in the amount of ~~\$8,000,000 to the Senior Lenders on account of the Credit Agreement Claims and which shall be applied to principal under the Credit Agreement.~~ 47,000,000.

“Credit Agreement Deferred Payment” means, if ACON receives aggregate net proceeds above the Payment Threshold on account of the Plan Sponsor New Common Stock in connection

with one or more Liquidity Events occurring after the Effective Date, a one-time cash payment to the Senior Lenders in the amount of the lesser of (i) \$3,000,000.00 and (ii) the proceeds above \$42,000,000 received by ACON, to be paid within one (1) Business Day after ACON's net proceeds surpass the Payment Threshold.

"Credit Agreement Claims Treatment" means (a) the Credit Agreement Up-Front Payment and (b) the Credit Agreement Deferred Payment. The Credit Agreement Claim Treatment shall serve as full and final satisfaction of the Class 3 Credit Agreement Claims and any distributions or payments that would have otherwise been required pursuant to the Subordination Agreements or the ACON Guarantee.

"Creditor" has the meaning set forth in section 101(10) of the Bankruptcy Code.

"Cure Amount" has the meaning set forth in Section 6.02(a) of this Plan.

"Cure Costs" means any and all Allowed amounts, costs or expenses that must be paid or actions that must be performed pursuant to sections 365 and 1123 of the Bankruptcy Code in connection with the assumption and/or assignment of each of the Executory Contracts pursuant to this Plan or the Confirmation Order.

"Cure Dispute" has the meaning set forth in Section 6.02(c) of this Plan.

"Cure Schedule" means a schedule of Executory Contracts to be assumed pursuant to section 365 of the Bankruptcy Code and Section 6.02 of this Plan, which shall set forth the Cure Amount, if any, for each Executory Contract to be assumed by the Debtors, as such schedule may be amended from time to time on or before the Effective Date to remove any identified Executory Contract.

"Debtor Releasees" means each of, and solely in its capacity as such, (i) each of the other Debtors, the Estates of each of the other Debtors, ~~Reorganized RMH Franchise Holdings, Inc. and any and each of the~~ other Reorganized ~~Debtor~~Debtors; (ii) the Committee; (iii) ~~the Senior Lenders;~~ (iv) ACON; (v) ~~the Administrative Agent; and (vi) each of~~ACON; (iv) with respect to the foregoing (ii) through (iv), each of such Persons' respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, and each of their direct and indirect shareholders' and owners' respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, in each case solely in their capacity as such; and (v) with respect to the foregoing (i), each of such Entity's respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, in each case solely in their capacity as such and solely with respect to any and all matters in connection with, related to, or arising out of the Chapter 11 Cases, or preparation of the Chapter 11 Cases, including but not limited to the negotiation and

execution of this Plan (including the Plan Supplement), the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of this Plan, the Consummation of this Plan, or the administration of this Plan, and the property to be distributed under this Plan, including all documents ancillary thereto, and all activities leading to the promulgation and Confirmation of this Plan, or the Exit Facility, and all related transactions, agreements, instruments and other documents.

“Debtor Releases” means the releases granted to the Debtor Releasees by the Debtors pursuant to ~~section~~Section 10.02(a) of this Plan.

“Debtors” means each of the debtors and debtors in possession listed on Exhibit A annexed hereto.

“Debtors’ Counterclaims” means the counterclaims asserted by the Debtors against Applebee’s, including for breach of the Franchise Agreements, breach of the implied covenants of good faith and competence, tortious interference, willful violation of the automatic stay, and attorneys’ fees in the Applebee’s Litigation.

“Disclosure Statement” means the disclosure statement relating to this Plan, as approved by the Disclosure Statement Order, as such disclosure statement may be amended, modified, or supplemented (including all exhibits and schedules annexed thereto or referenced therein).

“Disclosure Statement Hearing” means the hearing held by the Bankruptcy Court to consider the adequacy of the information contained in the Disclosure Statement under section 1125 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

“Disclosure Statement Order” means the order entered by the Bankruptcy Court approving the Disclosure Statement.

“Disputed” means, with respect to any Claim or Equity Interest, any Claim or Equity Interest: (i) listed on the Schedules as unliquidated, disputed, or contingent, unless a Proof of Claim has been ~~timely~~ Filed in a liquidated and non-contingent amount; (ii) included in a proof of claim ~~for~~as to which an objection or request for estimation has been filed, or as to which the Debtors or the Reorganized ~~RMH Franchise Holdings, Inc.~~ Debtors, as applicable, ~~retains~~or other parties in interest in accordance with applicable law retain the ability to interpose a timely objection or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules, this Plan and the Confirmation Order; or (iii) which is otherwise disputed by Debtors or the Reorganized ~~RMH Franchise Holdings, Inc.~~Debtors, as applicable, in accordance with applicable law and for which the objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order.

“Distribution Agent” means the Reorganized Debtors or any Person(s) chosen by the Reorganized Debtors as applicable, to make or to facilitate distributions required by this Plan, which Person(s) may include the Claims and Solicitation Agent.

“Distribution Record Date” means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date designated in the Confirmation Order.

“Effective Date” means the first business day after the entry of the Confirmation Order on which all conditions precedent to effectiveness of this Plan shall have been satisfied or waived. When used in this Plan or Disclosure Statement with respect to the timing of distributions, “Effective Date” means “on the Effective Date or as soon as reasonably practicable thereafter.”

“Entity” means an entity (as that term is defined in section 101(15) of the Bankruptcy Code).

“Equity Interests” means either (i) the legal, equitable, contractual, or other rights of any Entity with respect to the preferred or common stock, membership interests or any other direct or indirect equity interest ~~in any of the Debtors~~, including any options, warrants or other securities or other interest in or right to convert or exchange into such equity interest or (ii) the legal, equitable, contractual, or other right of any Entity to acquire or receive any of the foregoing.

“Estate” means each estate created in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

“Exculpated Parties” means (i) the Debtors; (ii) the Debtors’ advisors, professionals, or agents retained in the Chapter 11 Cases, solely in their capacity as such; (iii) the Debtors’ officers, directors and employees, solely in their capacity as such, that served in such capacity at any point from and after the Petition Date; (iv) the Committee; (v) past or present members of the Committee, solely in their capacity as such; and (vi) the Committee’s advisors, professionals, or agents retained in the Chapter 11 Cases, solely in their capacity as such.

“Executory Contract” means a contract to which one or more of the Debtors are party that is considered an executory contract or unexpired lease under the Bankruptcy Code and applicable case law.

~~“Exculpated Parties” means the Debtors, the Committee, and any of their respective members, partners, officers, directors, employees, advisors, professionals, or agents and advisors of any of the foregoing that held such roles after the Petition Date.~~ “Exit Facility” means the credit facility, the substantive terms of which are reflected in that certain Exit Facility Commitment attached hereto as Exhibit C, to be entered into on the Effective Date by and among the Reorganized Debtors and Fortress Credit Corporation, or one or more of its Affiliates, the proceeds of which will be used to make the Credit Agreement Up-Front Payment, to make necessary distributions under this Plan, and for general working capital purposes.]

[“Exit Facility Documents” means TBD]

“File” or “Filed” means, with respect to any pleading, entered on the docket of the Chapter 11 Cases and properly served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

“Franchise Agreements” means the agreements by and between the applicable Debtors and Applebee’s related to the operations of the applicable Debtor’s restaurants.

“Federal Judgment Rate” means 2.27% per annum, which is the post-judgment interest rate in effect as of the Petition Date established by Section 1961 of Title 28 of the United States Code and provided by the Federal Reserve and published every Monday for the preceding week.

“Final Cash Collateral Order” means that certain *Final Order (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection, and (C) Granting Related Relief, as amended* [Docket No. 546].

“Final Decree” means the decree contemplated under Bankruptcy Rule 3022 as to the Chapter 11 Case of any given Debtor.

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice, provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“Funding Commitment” means the ~~\$10,000,000~~ funding commitment pursuant to the terms of that certain Amended Commitment Letter dated as of ~~September 14, December~~ [____], 2018 executed by ACON Equity Partners III, L.P. and attached as Exhibit B to this Plan.

“General Unsecured Claim” means an unsecured non-priority Claim against a Debtor that is not an Administrative Claim, a Priority Tax Claim, a Professional Claim, an Other Priority Claim, an Other Secured Claim, a Credit Agreement Claim, a Trade Claim, a Convenience Claim, ~~or,~~ an Intercompany Claim, or a Claim for Quarterly Fees, as that term is defined in Section 2.04 of this Plan.

“GlassRatner” means GlassRatner Advisory & Capital Group, LLC.

“Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code.

“Holdback Amount” means, with respect to Professional Claims, amounts held back pursuant to an order or orders of the Bankruptcy Court in the Chapter 11 Cases, including the Interim Compensation Order, not to exceed \$[X].

“Holdback Amount Reserve” means a reserve established by the Debtors on or before the Effective Date, to be held in trust for the payment of the Holdback Amount for Professionals and payment of any additional unpaid amounts asserted or estimated by the Professionals as owing to

any such firm for fees and expenses accrued prior to the Effective Date that have not yet been paid as of the Effective Date.

“Impaired” means, with respect to any Class of Claims or Equity Interests, a Claim or an Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“Intercompany Claim” means any Claim, of whatever nature and arising at whatever time, held by one Debtor against another Debtor.

“Interim Compensation Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals* [Docket No. 176].

“Lien” has the meaning set forth in section 101(37) of the Bankruptcy Code.

“Liquidity Event” means any merger, purchase or sale, initial public offering, distribution to shareholders or other similar liquidity event, either voluntary or involuntary, of Reorganized RMH Franchise Holdings, Inc. that results in proceeds distributed to ACON on account of the Plan Sponsor New Common Stock.

“Management Incentive Stock Plan” means any management incentive stock plan for the benefit of management and managers of Reorganized RMH Franchise Holdings, Inc. that the new board of Reorganized RMH Franchise Holdings, Inc. may, in its sole discretion, establish after Consummation of this Plan. The participants in the Management Incentive Stock Plan, the allocation of awards to such participants, and the terms and conditions of such awards shall be determined by the new board of Reorganized RMH Franchise Holdings, Inc. in its sole discretion.

“Mastodon” means Mastodon Ventures, Inc.

“Minimum Liquidity Requirement” means Cash on the balance sheet of or available to, the Reorganized Debtors of not less than \$5,000,000 on the Effective Date.

“Other Priority Claim” means priority Claims against the Debtors under section 507(a), other than Administrative Claims, Professional Claims ~~and~~ Priority Tax Claims, or a Claim for Quarterly Fees, as that term is defined in Section 2.04 of this Plan.

“Other Secured Claim” means Claims against any Debtor that are secured by a lien on property in which the Estate of any Debtor has an interest, which liens are valid, perfected, and enforceable under applicable law or by reason of a Final Order, or that are subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code. For the avoidance of doubt, the Credit Agreement Claims are not Other Secured Claims.

“Paid in Full, Payment in Full or Pay In Full” means, with respect to an Allowed Claim, payment in Cash, or other consideration as provided in this Plan or agreed to by a holder of an Allowed Claim, in an aggregate amount equal to the Allowed amount thereof, whether paid by a

Debtor, or any other Person, and whether taking the form of a Cure Cost payment, payment by a Debtor on accounts payable, or otherwise.

“Payment Threshold” means \$42,000,000.

“Person” means a natural person, corporation, limited liability company, association, partnership (whether general, limited, or any other form of partnership entity), joint venture, proprietorship, estate, trust, labor union, Governmental Unit or any other individual or Entity, whether acting in an individual, fiduciary, representative or other capacity, including the U.S. Trustee, within the meaning of section 101(15) of the Bankruptcy Code.

“Petition Date” means May 8, 2018.

“Plan” means this *First Amended Joint Chapter 11 Plan of Reorganization of RMH Franchise Holdings, Inc. and its Affiliated Debtors, as Modified*, including all exhibits, supplements, appendices, and schedules hereto (including the Plan Supplement, regardless of whether the Plan Supplement is also separately referenced in any given Section of this Plan), and as it may be altered, amended, modified or supplemented from time to time.

“Plan Releases” means, collectively, the Debtor Releases and the Third-Party Releases.

“Plan Sponsor” means ACON or such designated ~~affiliate~~ Affiliate.

“Plan Sponsor Cash Payment” means Cash payable and available to the Debtors on and after the Effective Date in the amount that is equal to the sum of ~~\$10,000,000 pursuant to the distributions necessary to fund this Plan as provided by the Exit Facility and~~ the Funding Commitment.

“Plan Sponsor New Common Stock” means 100% of the new common stock of Reorganized RMH Franchise Holdings, Inc., subject to dilution by the Management Incentive Program, issued to the Plan Sponsor in exchange for the Plan Sponsor Cash Payment.

“Plan Supplement” means the supplemental appendix to this Plan, to be filed by the Debtors on or prior to the date that is ten (10) calendar days prior to the Voting Deadline, which will contain, as the case may be and to the extent applicable under this Plan as of the Confirmation Date, draft forms or signed copies, or the material terms, of the following: drafts of Reorganized RMH Franchise Holdings, Inc. Constituent Documents, Reorganized Debtors Constituent Documents, Management Incentive Stock Plan, ~~the Amended Credit Agreement~~, a summary report on valuation, and identification of new board members and officers of Reorganized RMH Franchise Holdings, Inc.; ~~provided, however, that the Amended Credit Agreement shall be filed by the Debtors on or prior to seven (7) days prior to the Date of the Confirmation Hearing.~~

“Post-Petition Interest” means simple interest per annum at the Federal Judgment Rate, based on a three hundred sixty (360)-day year for the period from the Petition Date to, but excluding, the Effective Date.

“Priority Tax Claim” means any Claim against the Debtors under sections 502(i) or 507(a)(8) of the Bankruptcy Code.

“Pro Rata” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of all Allowed Claims in that Class.

“Professional” means any Person employed by the Debtors or the Committee in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code, and to be compensated for services rendered prior to and including the Effective Date pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code.

“Professional Claim” means a Claim for fees and expenses (including, without limitation, fees or expenses allowed or awarded by the Bankruptcy Court or any other court of competent jurisdiction) for legal, financial advisory, accounting, and other services that are provided by a Professional and reimbursement of expenses related thereto awardable and allowable under sections 328, 330(a), 331, 363, 503(b), or 1103(a) of the Bankruptcy Code or otherwise and that are incurred prior to the Effective Date or thereafter in connection with (i) applications Filed pursuant to sections 330, 331, 363, 503(b), or 1103(a) of the Bankruptcy Code and (ii) motions related to seeking the enforcement of the provisions of this Plan or the Confirmation Order with respect to Professional Claims, or appeals relating thereto, by all Professionals retained in the Chapter 11 Cases, except to the extent that (x) the Bankruptcy Court has disallowed or denied authority to pay or reimburse such fees and expenses by a Final Order or (y) any such fees and expenses have previously been paid, regardless of whether a fee application has been Filed for any such amount. To the extent that any amount of a Professional’s fees or expenses are denied by a Final Order, then those amounts shall no longer constitute Professional Claims. For the avoidance of doubt, Professional Claims include reasonable expenses of the members of the Committee incurred as members of the Committee in discharge of their duties as such.

“Professional Claims Bar Date” means the date that is forty-five (45) days after the Effective Date.

“Proof of Claim” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

“Reinstate” or “Reinstated” means, with respect to Claims or Equity Interests, that the Claim or Equity Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

“Rejection Damages Claim” means a Claim for damages arising from the rejection by any Debtor of any Executory Contract pursuant to this Plan and sections 365 or 1123 of the Bankruptcy Code.

“Releasing Parties” means each of, and solely in its capacity as such, (i) the ~~Debtors, the Estates, and Reorganized RMH Franchise Holdings, Inc.~~ Committee; (ii) the ~~Committee~~; (iii) the Senior Lenders; (iv) the Administrative Agent; (iv) ACON; (v) ~~ACON~~; (vi) Holders of Unimpaired Claims that do not object to Confirmation of this Plan; and ~~(vii) holders~~ of Trade

Claims, General Unsecured Claims and Convenience Claims, except for those who rejected this Plan, or, those who did not vote on this Plan, but affirmatively opted not to grant the Third-Party Release on their Ballots.

“Reorganized Debtors” means, together, the Debtors from and after the Effective Date.

“Reorganized Debtors Constituent Documents” means on or after the Effective Date, collectively, the Reorganized RMH Franchise Holdings, Inc. Constituent Documents and (i) the amended and restated by-laws or similar governing document of each Reorganized Debtor other than Reorganized RMH Franchise Holdings, Inc., and (ii) the amended and restated certificate of incorporation or other formation document of each Reorganized Debtor other than Reorganized RMH Franchise Holdings, Inc., each in form and substance satisfactory to the Debtors and the Plan Sponsor.

“Reorganized RMH Franchise Holdings, Inc.” means RMH Franchise Holdings, Inc. from and after the Effective Date.

“Reorganized RMH Franchise Holdings, Inc. By-Laws” means, on or after the Effective Date, the amended and restated by-laws of Reorganized RMH Franchise Holdings, Inc., a substantially final form of which, in form and substance satisfactory to the Debtors and the Plan Sponsor, shall be contained in the Plan Supplement.

“Reorganized RMH Franchise Holdings, Inc. Certificate of Incorporation” means, on and after the Effective Date, the amended and restated certificate of incorporation of RMH Franchise Holdings, Inc., a substantially final form of which, in form and substance satisfactory to the Debtors and the Plan Sponsor, shall be contained in the Plan Supplement.

“Reorganized RMH Franchise Holdings, Inc. Constituent Documents” means collectively, the Reorganized RMH Franchise Holdings, Inc. By-Laws and the Reorganized RMH Franchise Holdings, Inc. Certificate of Incorporation, each in form and substance satisfactory to the Debtors and the Plan Sponsor.

~~“Schedule of Assumed Executory Contracts” means the schedule of Executory Contracts, if any, to be assumed pursuant to this Plan, including any Cure Costs related thereto, in the form filed as part of the Plan Supplement, as the same may be amended, modified or supplemented from time to time.~~

“Schedules” means the schedules of assets and liabilities Filed by each Debtor pursuant to Bankruptcy Rule 1007, unless the Debtors are excused from the requirement to File such documents, and all amendments pursuant to Bankruptcy Rule 1009 and modifications thereto through the Confirmation Date.

“Securities Act” means the Securities Act of 1933, as amended.

“Senior Lenders” means the lenders under the Credit Agreement.

“Senior Lender Releasees” means each of, and solely in its capacity as such (i) the Senior Lenders that vote to accept this Plan, (ii) the Administrative Agent, and (iii) with respect to the foregoing (i) and (ii), each of such Person’s respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, and each of their direct and indirect shareholders’ and owners’ respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, in each case solely in their capacity as such.

“Senior Lender Settlement” means the settlement and compromise of the Credit Agreement Claims by the Administrative Agent and Senior Lenders for the Credit Agreement Claims Treatment, the Debtors’ release of the Senior Lender Releasees and Third-Party Releases.

“Sub-Debt Claims” means the unsecured Claims for principal, fees, costs, charges, premiums and other amounts arising under or in connection with the BMO Credit Agreement. The Sub-Debt Claims shall be treated as Class 5 General Unsecured Claims.

“Sponsor Subordination Agreement” means that certain Sponsor Subordination Agreement (as amended, restated, supplemented, or otherwise modified from time to time), dated as of August 26, 2015, by and among ACON Equity Partners III, L.P., RMH Franchise Holdings, Inc. and RMH Franchise Corporation and Bank of America, N.A.

“Subordination Agreements” means and collectively refers to the BMO Subordination Agreement and Sponsor Subordination Agreement.

~~“Term Sheet” means that certain term sheet attached as Exhibit C to this Plan that sets forth certain terms of the Amended Credit Agreement. The Term Sheet will be supplemented and/or superseded by the Amended Credit Agreement upon its execution.~~

“Third-Party Releasees” means each of, and solely in its capacity as such, (i) the Debtors, the Estates, Reorganized RMH Franchise Holdings, Inc. and any other Reorganized Debtor; (ii) the Committee; (iii) the Senior Lenders; (iv) the Administrative Agent; (v) ACON; and (vi) each of the foregoing Persons’ respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, and each of their direct and indirect shareholders’ and owners’ respective officers, directors, members, employees, partners, managers, advisors, attorneys, financial advisors, investment bankers, accountants, and other professionals and representatives, in their capacity as such.

“Third-Party Releases” means the release of the Third-Party Releasees provided for by Section 10.03(a) of this Plan.

“Trade Claim” means any General Unsecured Claim arising prior to the Petition Date relating to the delivery of goods or services to a Debtor from trade creditors or service providers in the ordinary course of a Debtor’s business which goods or services providers are designated by

the Debtors as a provider from whom the Reorganized Debtors will require goods or services after the Effective Date.

“U.S.” means the United States of America.

“U.S. Trustee” or “United States Trustee” means the United States Trustee for the District of Delaware.

“U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930(a)(6) and any accrued interest thereon arising under 31 U.S.C. § 3717.

“Undeliverable Distribution” means any distribution under this Plan on account of an Allowed Claim to a holder that has not: (i) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (ii) responded to the Distribution Agent’s requests for information necessary to facilitate a particular distribution; or (iii) taken any other action necessary to facilitate such distribution.

“Unimpaired” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

“Voting Deadline” means the date specified in the Disclosure Statement, the Disclosure Statement Order, the Ballots, or related solicitation documents approved by the Bankruptcy Court as the last date, as such date has been, and may be further, extended for holders of Impaired Claims entitled to vote and to submit their Ballots with respect to this Plan.

Section 1.02. Rules of Interpretation

Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. Unless otherwise specified, all section, article, schedule, or exhibit references in this Plan are to the respective Section in, Article of, Schedule to, or Exhibit to, this Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained in this Plan. Unless otherwise specified, the word “including” shall mean “including without limitation.” Except for the rule contained in section 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of this Plan. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of this Plan. The Plan Supplement and appendices to this Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Equity Interests may inspect a copy of the Plan Supplement, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or, free of charge

at <https://cases.primeclerk.com/rmh/> or by written request to counsel for the Debtors at bolivere@ycst.com.

Section 1.03. Computation of Time

Bankruptcy Rule 9006(a) applies in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur, or be required to be done, shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

Section 1.04. Governing Law

Except as otherwise set forth in this Plan and except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflict-of-laws principles; provided that corporate governance matters governed by state law shall be governed by the laws of the state of incorporation or formation of the applicable Debtor.

Section 1.05. Reference to Monetary Figures

All references in this Plan to monetary figures refer to currency of the U.S., unless otherwise expressly provided.

Section 1.06. Severability of Plan Provisions

Although styled as a “joint” plan, this Plan consists of five (5) separate Plans (one for each of the Debtors’ Chapter 11 Cases). If any Plan is not Confirmed, then the Debtors reserve the right to withdraw one or more of the other Plans. However, the Debtors' inability to confirm any Plan, or election to withdraw any Plan, shall not otherwise impair the Confirmation of any other Plan.

Section 1.07. Substantive Consolidation For Plan Purposes Only

Except as otherwise provided in this Plan, each Debtor shall continue to maintain its separate corporate existence after the Effective Date for all purposes, other than the treatment of Claims under this Plan. Except as expressly provided in this Plan (or as otherwise ordered by the Bankruptcy Court), on the Effective Date: (i) the Assets and liabilities of the Debtors shall be deemed merged or treated as though they were merged into and with the Assets and liabilities of each other; (ii) no distributions shall be made under this Plan on account of Intercompany Claims among the Debtors and all such Claims shall be eliminated and extinguished; (iii) all guaranties of the Debtors of the obligations of any other Debtor shall be deemed eliminated and extinguished so that any Claim against any Debtor, and any guarantee thereof executed by any Debtor and any joint or several liability of any of the Debtors shall be deemed to be one obligation of the consolidated Debtors; (iv) each and every Claim filed or to be filed in any of the Chapter 11 Cases shall be treated as filed against the consolidated Debtors and shall be treated as

one Claim against and obligation of the consolidated Debtors; and (v) for purposes of determining the availability of the right of set off under section 553 of the Bankruptcy Code, the Debtors shall be treated as one entity so that, subject to the other provisions of section 553 of the Bankruptcy Code, debts due to any of the Debtors may be set off against the debts of any of the other Debtors. Such substantive consolidation shall not (other than for purposes relating to this Plan) affect the legal and corporate structures of the Reorganized Debtors. Moreover, such substantive consolidation shall not affect any subordination provisions set forth in any agreement relating to any Claim or Equity Interest or the ability of the Reorganized Debtors to seek to have any Claim or Equity Interest subordinated in accordance with any contractual rights or equitable principles. Notwithstanding anything in this section to the contrary, all post-Effective Date fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930, if any, shall be calculated on a separate legal entity basis for each Reorganized Debtor.

ARTICLE II

TREATMENT OF UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Claims, U.S. Trustee Fees and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in ARTICLE III of this Plan. For this Plan, the following designation and treatment of unclassified Claims applies:

Section 2.01. Administrative Claims

(a) Administrative Claims Treatment

To the extent not previously paid during the Chapter 11 Cases, ~~except as otherwise provided herein or~~ except to the extent a holder of an Allowed Administrative Claim agrees to less favorable treatment, on or as soon as practicable after the later of (i) the Effective Date or (ii) ~~the first Business Day after the date that is thirty days~~ as soon as reasonably practicable after the date an Administrative Claim becomes an Allowed Claim, each holder of an Allowed Administrative Claim shall receive Cash in an amount equal to such Allowed Claim.

(b) Administrative Claims Bar Date

The holder of an Administrative Claim, other than: (i) a Professional Claim; (ii) claims of GlassRatner for services performed and expenses incurred in accordance with its retention order entered in these Chapter 11 Cases at Docket No. 376; (iii) claims of Mastodon for services performed and expenses incurred in accordance with its retention order entered in the Chapter 11 Cases at Docket No. 381; (iv) an Administrative Claim filed with the Bankruptcy Court prior to the Effective Date that has not been adjudicated by the Bankruptcy Court; ~~(iv)~~ an Administrative Claim that has been Allowed on or before the Effective Date; ~~and (v) claims of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy Code; and (vi)~~ a claim for U.S. Trustee Fees, must submit to the Claims and Solicitation Agent a request for such Administrative Claim so as to be received by 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days

after service of the notice of occurrence of the Effective Date. Such request must include at a minimum: (a) the name of the Debtor(s) that are purported to be liable for the Administrative Claim; (b) the name of the holder of the Administrative Claim; (c) the amount of the Administrative Claim; (d) the basis of the Administrative Claim; and (e) all supporting documentation for the Administrative Claim. **ABSENT FURTHER ORDER OF THE BANKRUPTCY COURT, FAILURE TO FILE AND SERVE SUCH REQUEST TIMELY AND PROPERLY SHALL RESULT IN THE UNDERLYING ADMINISTRATIVE CLAIM BEING FOREVER BARRED AND UNABLE TO COLLECT FROM THE ASSETS OF THE DEBTORS OR REORGANIZED DEBTORS.**

Section 2.02. Professional Claims

(a) Professional Claims Generally

All Professional Claims must be filed with the Bankruptcy Court and served on (i) the Reorganized Debtors and their counsel; (ii) the U.S. Trustee; (iii) counsel to the Committee; ~~and~~ (iv) counsel to the Administrative Agent; and (v) all other parties required to be served pursuant to the Interim Compensation Order, no later than the Professional Claims Bar Date. After notice and a hearing in accordance with the procedures established by the Interim Compensation Order, the Allowed amounts of such Professional Claims shall be determined by the Bankruptcy Court. **ABSENT FURTHER BANKRUPTCY COURT ORDER, FAILURE TO FILE AND SERVE FINAL FEE APPLICATIONS TIMELY AND PROPERLY SHALL RESULT IN THE UNDERLYING PROFESSIONAL CLAIMS BEING FOREVER BARRED AND UNABLE TO COLLECT FROM THE ASSETS OF THE DEBTORS AND REORGANIZED DEBTORS.**

Objections to Professional Claims, if any, must be filed and served on the party asserting the objectionable Professional Claim and each of the parties to be served with a Professional Claim under this Section no later than ~~twenty~~thirty (2030) days after the filing of the Professional Claim or such other date as may be established by the Bankruptcy Court.

Notwithstanding anything in this Plan to the contrary, but subject to the terms of the Final Cash Collateral Order, the Debtors or the Reorganized Debtors, as applicable, shall pay all reasonable fees and expenses of the Administrative Agent, including the reasonable fees, charges, disbursements and expense of advisors and counsel to the Administrative Agent incurred through the Effective Date, including ~~without limitation~~ fees, charges disbursements and expenses incurred in connection with the negotiation ~~and drafting of the Amended Credit Agreement and related documents~~of the Senior Lender Settlement. Subject to the occurrence of the Effective Date, the Administrative Agent and the Senior Lenders do not object to the allowance and payment in full of the amounts owed to Mastodon in accordance with the terms of its engagement letter with the Debtors; provided, however, nothing herein shall relieve Mastodon from the requirement to file a fee application in accordance with the provisions of this Section 2.02(a).

(b) Treatment of Professional Claims

A Professional Claim in respect of which a final fee application has been timely and properly filed and served pursuant to Section 2.02(a) of this Plan shall be payable to the extent approved by order of the Bankruptcy Court. Pending such approval, the Holdback Amount shall be held by the Reorganized Debtors on account of such Professional Claims. Upon final allowance by the Bankruptcy Court of the Professional Claim, the Reorganized Debtors shall promptly pay the applicable Professional such amounts from the Holdback Amount as necessary to pay the Professional's Allowed Professional Claim in full *less* any amounts previously received by such Professional pursuant to the Interim Compensation Order. Any amounts in the Holdback Amount Reserve that are not needed to pay the Allowed Professional Fees in full shall become Cash of the Reorganized Debtors. If the Holdback Amount for a given Professional is lower than the Allowed Professional Fees of such Professional, the difference shall be promptly paid to the Professional by the Reorganized Debtors notwithstanding the Holdback Amount being insufficient to pay such Allowed Professional Claim.

(c) Success and Transaction Fee Applications

Applications for the allowance and payment of success and transaction fees, unless previously approved by the Bankruptcy Court prior to the Confirmation Date, must be filed with the Bankruptcy Court and served on (i) the Reorganized Debtors and their counsel; (ii) the U.S. Trustee; (iii) counsel to the Committee; ~~and~~ (iv) counsel to the Administrative Agent, and (v) all other parties required to be served pursuant to the Interim Compensation Order, no later than the Professional Claims Bar Date. After notice and a hearing in accordance with the procedures established by the Interim Compensation Order for final fee applications, the Allowed amounts of such Professional Claims shall be determined by the Bankruptcy Court. **ABSENT FURTHER BANKRUPTCY COURT ORDER, FAILURE TO FILE AND SERVE A SUCCESS OR TRANSACTION FEE APPLICATION TIMELY AND PROPERLY SHALL RESULT IN THE UNDERLYING CLAIM BEING FOREVER BARRED AND UNABLE TO COLLECT FROM THE ASSETS OF THE DEBTORS.**

Objections to requests for allowance and payment of success and transaction fees, if any, must be filed and served on the party asserting the objectionable success or transaction Professional Claim and each of the parties to be served with such success or transaction fee request under this Section no later than ~~twenty~~thirty (~~20~~30) days after the filing of the requests for allowance and payment of success and transaction fees or such other date as may be established by the Bankruptcy Court.

(d) Post-Effective Date Professional Fees

From and after the Effective Date, the Reorganized Debtors shall pay in Cash the reasonable fees and expenses incurred after the Effective Date by the Reorganized Debtors' respective professionals and the Administrative Agent's respective professionals, if any, without any further notice to or action, order or approval of the Bankruptcy Court. For the avoidance of doubt, following the Effective Date, any requirement that a professional comply with sections

327 through 331 of the Bankruptcy Code in seeking compensation for services rendered to such Debtor after such date shall terminate.

(e) GlassRatner Fees and Expenses

For the avoidance of doubt, the claims of GlassRatner for services performed and expenses incurred in accordance with its retention order entered in these Chapter 11 Cases at Docket No. 376 shall not constitute Professional Claims, and shall instead be payable in accordance with such retention order.

~~(f) — U.S. Trustee Fees~~

~~All fees payable pursuant to 28 U.S.C. § 1930(a) shall be paid by the applicable Debtor or Reorganized Debtor for each quarter (including any fraction therein) until the Chapter 11 Cases are converted, dismissed, or a Final Decree is issued, whichever occurs first. From and after the Effective Date, the Reorganized Debtors shall file consolidated post-confirmation quarterly reports, and be liable for U.S. Trustee Fees.~~

Section 2.03. Priority Tax Claims

To the extent not previously paid during the Chapter 11 Cases, and except to the extent a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in the discretion of the Reorganized Debtors, such holder shall receive either (i) on or as soon as practicable after the later of (a) the Effective Date or (b) ~~the first Business Day after the date that is thirty days~~ as soon as reasonably practical after the date a Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Allowed Claim; or (ii) deferred Cash payments following the Effective Date, over a period not exceeding five years from the Petition Date. ~~Any Claim or demand for fines or penalties related to Priority Tax Claim shall be disallowed and the holder of~~ In the event an Allowed Priority Tax Claim ~~shall not assess or attempt to collect any such fine or penalty from the Reorganized Debtors.~~ also is secured, such Claim shall be treated as an Allowed Other Secured Claim provided that such Claim is not otherwise paid or satisfied in full.

Section 2.04. U.S. Trustee Fees

To the extent not previously paid or disputed by the Debtors, all fees due pursuant to section 1930 of Title 28 of the U.S. Code (“Quarterly Fees”) prior to the Effective Date shall be paid by the Debtors on the Effective Date. For the sake of clarity, the Debtors shall not be required to pay any estimated Quarterly Fees for any period that straddles the quarters. The Debtors shall file with the Bankruptcy Court all Quarterly Reports due prior to the Effective Date when they become due, in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court Quarterly Reports when they become due, in a form reasonably acceptable to the U.S. Trustee. Notwithstanding any substantive consolidation set forth in this Plan, each of the Debtors and the Reorganized Debtors shall remain obligated to pay their respective Quarterly Fees to the Office of the U.S. Trustee until the earliest of that particular Debtor’s case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

Section 3.01. Classification of Claims and Equity Interests

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including voting, confirmation and distribution, pursuant to this Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that such Claim or Equity Interest has not been previously Paid in Full.

Other than those Claims and Interests listed in ARTICLE II of this Plan, which are not required to be classified pursuant to section 1123(a)(1) of the Bankruptcy Code, all Claims against and Equity Interests in the Debtors are classified as follows:

Class	Claim or Equity Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Deemed to Accept
2	Other Priority Claims	Unimpaired	Deemed to Accept
3	Credit Agreement Claims	Impaired	Entitled to Vote
4	Trade Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Convenience Claims	Impaired	Entitled to Vote
7	Intercompany Claims	Impaired	Deemed to Reject
8	Equity Interests	Impaired	Deemed to Reject

Section 3.02 Treatment of Claims and Equity Interests

(a) Class 1 – Allowed Other Secured Claims

- (i) *Treatment:* On or as soon as practicable after the Effective Date, each holder of a Class 1 Allowed Other Secured Claim against any of the Debtors, if any, shall receive in full and final satisfaction, ~~and settlement, and release of and in exchange for of~~ such Allowed Other Secured Claim and at the discretion of the Reorganized Debtors (as applicable): (a) the return of the Collateral securing such Allowed Other Secured Claim; (b) Cash equal to 100% of the amount of such Allowed Other Secured Claim and Post-Petition Interest required to be paid under section 506(b) of the Bankruptcy Code; or (c) such other treatment as to which the Reorganized Debtors and the holder of such Allowed Other Secured Claim have agreed upon in writing. Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the

Effective Date until payment or other satisfaction of such Allowed Other Secured Claim is made as provided herein. On the payment or other satisfaction of such Claims in accordance with this Plan, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or action, order, or approval of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person. Any Claim held by Administrative Agent and/or any of the Senior Lenders against any of the Debtors shall not be included with or treated as an Allowed Other Secured Claim.

(ii) *Voting:* Class 1 is Unimpaired. The holders of Class 1 Allowed Other Secured Claims against any of the Debtors are conclusively deemed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject this Plan.

(iii) Deficiency Claims: To the extent that the value of the Collateral securing each Other Secured Claim is less than the Allowed amount of such Other Secured Claim, the undersecured portion of such Allowed Claim shall be treated for all purposes under this Plan as an Allowed General Unsecured Claim and shall be classified as a Class 5 General Unsecured Claim.

(b) Class 2 – Other Priority Claims

(i) *Treatment:* Unless the holder agrees to a different treatment, on or as soon as practicable after the Effective Date or the date an Other Priority Claim becomes an Allowed Other Priority Claim, each holder of an Allowed Other Priority Claim against any of the Debtors shall receive Payment in Full in Cash with Post-Petition Interest where required under applicable law.

(ii) *Voting:* Class 2 is Unimpaired. The holders of Class 2 Other Priority Claims against any of the Debtors are conclusively deemed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code, and are not entitled to vote to accept or reject this Plan.

(c) Class 3 – Credit Agreement Claims

(i) *Treatment:* ~~The~~On the Effective Date, pursuant to the Senior Lender Settlement, the Credit Agreement Claims shall be Allowed in a principal amount not less than \$61,237,665.32 as of October 3, 2018 (excluding amounts owed with respect to any letter of credit issued by the Administrative Agent and/or any of the Senior Lenders), and shall not be subject to any avoidance, ~~reductions~~reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses, disallowance,

impairment, or any other challenges under any applicable law or regulation by any person or entity. ~~On the Effective Date, in~~ full satisfaction and discharge ~~thereof of the Credit Agreement Claims~~, each holder of an Allowed Credit Agreement Claim will receive (A) the Credit Agreement Claims Up-Front Payment on or before the Effective Date and ~~the Amended Credit Agreement, including all related documents provided for or contemplated thereby, shall be executed by the Reorganized Debtors, the Senior Lenders and the Administrative Agent~~ (B) the Credit Agreement Deferred Payment.

- (ii) *Voting:* Class 3 is Impaired. The holders of Class 3 Allowed Credit Agreement Claims against any of the Debtors are entitled to vote to accept or reject this Plan. Holders of Class 3 Allowed Credit Agreement Claims shall have accepted the Plan if it is accepted by Senior Lenders holding at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number, as determined by the Applicable Percentage that each Senior Lender holds with respect to the Credit Agreement Claims.
- (d) Class 4 – Trade Claims
 - (i) *Treatment:* Each holder of an Allowed Trade Claim shall receive, on the Effective Date, in full and final satisfaction of such claim a distribution equal to 50% of the amount of the Allowed Trade Claim.
 - (ii) *Voting:* Class 4 is Impaired. The holders of Class 4 Trade Claims against any of the Debtors are entitled to vote to accept or reject this Plan.
- (e) Class 5 – General Unsecured Claims
 - (i) *Treatment:* Each holder of an Allowed General Unsecured Claim shall receive, on the Effective Date, in full and final satisfaction of such claim a distribution equal to 10% of the amount of such Allowed General Unsecured Claim. Pursuant to the terms of the Applebee’s Settlement Agreement, the Applebee’s General Unsecured Claim shall be Allowed.
 - (ii) *Voting:* Class 5 is Impaired. The holders of Class 5 General Unsecured Claims against any of the Debtors are entitled to vote to accept or reject this Plan. Pursuant to the Subordination Agreements, Administrative Agent has the right to vote to accept or reject the Plan with respect to the Sub-Debt Claims.
- (f) Class 6 – Convenience Claims
 - (i) *Treatment:* Each Holder of an Allowed Convenience Claim shall receive, on the Effective Date, Cash equal to 25% of the amount of such Allowed Convenience Claim.

- (ii) *Voting:* Class 6 is Impaired. The holders of Class 7 Convenience Claims against any of the Debtors are entitled to vote to accept or reject this Plan.
- (g) Class 7 – Intercompany Claims
 - (i) *Treatment:* Pursuant to this Plan, all Intercompany Claims shall be deemed compromised and satisfied as a result of intercompany settlements and allocations embodied in this Plan, including Sections 1.07 and 5.04(a) of this Plan, and there shall be no distributions on account of Intercompany Claims except as expressly provided for in this Plan.
 - (ii) *Voting:* Class 7 is Impaired. The holders of Class 7 Intercompany Claims against the Debtors are conclusively deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code, and are not entitled to vote to accept or reject this Plan.
- (h) Class 8 – Equity Interests
 - (i) *Treatment:* All Class 8 Equity Interests in the Debtors shall be extinguished as of the Effective Date, and owners thereof shall receive no distribution on account of such Class 8 Equity Interests.
 - (ii) *Voting:* Class 8 is Impaired. The holders of Class 8 Equity Interests are conclusively deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code, and are not entitled to vote to accept or reject this Plan.

ARTICLE IV

ACCEPTANCE OR REJECTION OF THE PLAN

Section 4.01. Acceptance by an Impaired Class

In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, Impaired Classes of Claims entitled to vote under this Plan shall have accepted this Plan if it is accepted by the holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Claims that have timely and properly voted to accept or reject this Plan.

Section 4.02. Nonconsensual Confirmation

The Debtors may request confirmation under section 1129(b) of the Bankruptcy Code with respect to (a) any Impaired Class of Claims and Equity Interests that have not accepted this Plan in accordance with sections 1126 and 1129(a)(8) of the Bankruptcy Code and (b) any Class that is deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code or the terms of this Plan or otherwise. The Debtors reserve the right to amend or modify this Plan to the

extent, if any, that Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code requires such amendment or modification.

ARTICLE V

IMPLEMENTATION OF THE PLAN

The transactions required to implement this Plan shall be implemented in accordance with this ARTICLE V.

Section 5.01. Consummation of the Plan

This Plan implements a comprehensive restructuring of the Debtors through the issuance of the Plan Sponsor New Common Stock to the Plan Sponsor, which Plan Sponsor New Common Stock will be exempt from registration under the Securities Act as a private placement under section 4(a)(2) of the Securities Act, and a capital infusion from the Plan Sponsor in the amount of the Plan Sponsor Cash Payment.

Section 5.02. Sources of Cash for Plan Distributions

Except as otherwise provided for in this Plan or the Confirmation Order, all Cash required for the payments to be made hereunder shall be obtained from the Debtors' and the Reorganized Debtors' operations and Cash balances, plus the Plan Sponsor Cash Payment and proceeds from Causes of Action, ~~including, the Applebee's Litigation.~~

Section 5.03. Compromise of Controversies

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code (and Bankruptcy Rule 9019, [to the extent applicable](#)) and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good-faith compromise and settlement of Claims and Equity Interests and controversies resolved pursuant to this Plan, [including the settlement of the Claims and controversies resolved pursuant to the terms of the Applebee's Settlement Agreement](#). Distributions made to Holders of Allowed Claims in any Class are intended to be final.

Section 5.04. Effect of Plan on Debtors

(a) Equity Interests in Reorganized Debtors and Continued Existence

Except as otherwise provided in this Plan, each of the Debtors, as Reorganized Debtors, shall continue to exist on and after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law and pursuant to the Reorganized Debtors Constituent Documents, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with such applicable law. On or after the Effective Date, without prejudice to the rights of any party to a contract or other agreement

with any Reorganized Debtor, each Reorganized Debtor may, in its sole discretion, take such action as permitted by applicable law, and such Reorganized Debtor's Constituent Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, ~~without limitation,~~ causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (ii) a Reorganized Debtor to be dissolved; (iii) the legal name of a Reorganized Debtor to be changed; (iv) the closure of a Reorganized Debtor's Chapter 11 Case on the Effective Date or any time thereafter; or (v) the reincorporation of a Reorganized Debtor under the law of a jurisdiction other than the law under which the Debtor currently is incorporated.

On the Effective Date, the Equity Interests in the Debtors, other than RMH Franchise Holdings, Inc., shall be exchanged for Equity Interests in the applicable Reorganized Debtors. After giving effect to such exchange, Reorganized RMH Franchise Holdings, Inc. shall be issued 100% of the Equity Interests in Reorganized RMH Franchise Corporation, Reorganized NuLnk, Inc., and Reorganized RMH Illinois, LLC, and Reorganized RMH Franchise Corporation shall be issued 100% of the Equity Interests in Reorganized Context Restaurants, Inc. The Equity Interests of Reorganized RMH Franchises Holdings, Inc. shall be issued to ACON in exchange for the Plan Sponsor Cash Payment. The Equity Interests in the foregoing Reorganized Debtors shall have the rights, privileges, limitations and restrictions set forth in the Reorganized Debtors Constituent Documents of each respective Reorganized Debtor set forth in the Plan Supplement.

(b) Governance and Corporate Action

On and after the Effective Date, the Reorganized Debtors will be managed by and under the direction of their respective boards of directors, as such boards of directors may be constituted from time to time under the Reorganized Debtors Constituent Documents and applicable non-bankruptcy law, provided that the board of the Reorganized RMH Franchise Holdings, Inc. will consist of not fewer than ~~three~~two or more than five directors. The Plan Sponsor shall have the right to appoint the board of directors of Reorganized RMH Franchise Holdings, Inc. and have certain veto rights to include (i) securities issuance; (ii) incurrence of debt; (iii) annual budget; (iv) material contracts; (v) the termination or hiring of executive management; (vi) changes to executive management compensation; and (vii) distributions.

The identities and affiliations of the initial officers and directors of the Reorganized Debtors will be set forth in the Plan Supplement.

On and after the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and directed in all respects, including: (i) selection of the directors and officers of the Reorganized Debtors; (ii) the issuance of the Plan Sponsor New Common Stock; and (iii) all other actions contemplated by this Plan (whether to occur before, on, or after the Effective Date) and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court.

All matters provided for in this Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have timely occurred and shall be in

effect and shall be authorized and approved in all respects, without any requirement of further action by the security Holders, directors, or officers of the Debtors or the Reorganized Debtors or otherwise.

On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and, as applicable, directed to issue, execute, and deliver the agreements, documents, securities, certificates of incorporation, operating agreements, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan) in the name of and on behalf of the Reorganized Debtors, including the Plan Sponsor New Common Stock and any and all agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Section 5.04 shall be effective notwithstanding any requirements under non-bankruptcy law.

(c) Vesting of Assets

Except as otherwise provided in this Plan, on and after the Effective Date, all Assets of the Estates, including all claims, rights, and Causes of Action, ~~including the Applebee's Litigation~~, and any property acquired by the Debtors under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims, including any Administrative Claims, and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court. Notwithstanding anything to the contrary herein, Avoidance Actions shall be waived by the Debtors and shall not vest in the Reorganized Debtors.

Section 5.05. Issuance of the Plan Sponsor New Common Stock

~~In~~On the Effective Date, in exchange for the Plan Sponsor Cash Payment, the Plan Sponsor will receive the Plan Sponsor New Common Stock.

The Plan Sponsor New Common Stock shall be authorized under the Reorganized RMH Franchise Holdings, Inc. Certificate of Incorporation and issued to the Plan Sponsor on the Effective Date. All of the Plan Sponsor New Common Stock issuable in accordance with this Plan, when so issued, shall be duly authorized, validly issued, fully paid, and non-assessable. The issuance of the Plan Sponsor New Common Stock is authorized without the need for any further corporate action and without any further action by any Holder of a Claim or Equity Interest.

The Plan Sponsor New Common Stock will not be listed on a national securities exchange, the Reorganized Debtors will not be reporting companies under the Securities

Exchange Act, and the Reorganized Debtors shall not be required to and will not file reports with the SEC or any other governmental entity after the Effective Date. To prevent the Reorganized Debtors from becoming subject to the reporting requirements of the Securities Exchange Act, except in connection with a public offering, the Reorganized Debtors Constituent Documents may impose certain trading restrictions, and the Plan Sponsor New Common Stock will be subject to certain transfer and other restrictions pursuant to the Reorganized Debtors Constituent Documents designed to maintain the Reorganized Debtors as private, non-reporting companies.

The BMO Subordination Agreement provides that, until payment in full of all indebtedness outstanding under the Credit Agreement, “any payment or distribution of any kind or character, whether in cash, property or securities, by set-off or otherwise, to which [ACON] would be entitled by for the provisions of [the Subordination] Agreement is . . . irrevocably assigned to the Senior [Lenders] . . . and . . . [any] Person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee or otherwise, is hereby irrevocably directed to make such payment or distribution directly to the . . . Administrative Agent until such Person is advised by the . . . Administrative Agent that the [payment in full] of the Senior Debt has occurred[.]” In connection with the Senior Lender Settlement and in consideration of the Credit Agreement Claims ~~Payment~~Treatment to be paid pursuant to this Plan, ~~the Amended Credit Agreement~~, the Debtor Releases and Third Party Releases of the Administrative Agent and the Senior Lenders, the Administrative Agent and the Senior Lenders waive the provisions of the Subordination Agreements to the extent that such provisions otherwise bar the Plan Sponsor from receipt of the Plan Sponsor New Common Stock and consent to the rejection or termination, as applicable, of the Subordination Agreement upon the occurrence of the Effective Date. For the avoidance of doubt, nothing in the BMO Subordination Agreement should prevent the reinstatement of the BMO Credit Agreement pursuant to Section 5.14 of this Agreement.

Section 5.06. Management Incentive Stock Plan

On and after the Effective Date, the Management Incentive Stock Plan [shall] be adopted by the board of directors of Reorganized RMH Franchise Holdings, Inc. Nothing in this Plan or the Confirmation Order shall constitute the Bankruptcy Court’s approval or endorsement of the Management Incentive Stock Plan.

Section 5.07. Plan Transactions

On or before the Effective Date or as soon as reasonably practicable thereafter, the Debtors and the Reorganized Debtors (as applicable), are authorized, without further order of the Bankruptcy Court, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by or necessary to effectuate the terms of this Plan, including, ~~without limitation~~: (i) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of this Plan and having other terms for which the applicable parties agree; (iii) rejection or assumption, as applicable, of Executory Contracts; (iv) the filing

and/or execution of appropriate certificates or articles of incorporation or organization, reincorporation, merger, consolidation, conversion or dissolution, and bylaws; and (v) all other actions that the Debtors or Reorganized Debtors determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

Section 5.08. Funding of Reserves

On the Effective Date, the Holdback Amount Reserve shall be funded with Cash on-hand or from the Plan Sponsor Cash Payment.

Section 5.09. Cancellation of Unexercised and Unvested Interests

On the Effective Date, any contingent or unexercised option, warrant, or right, contractual or otherwise, to acquire or be awarded any interest in any Debtor, including but not limited to restricted stock units, deferred share units, or other such forms of interest, including those held by former employees of the Debtors as a form of compensation, shall be cancelled without the exchange of any similar interest in any Debtor or Reorganized Debtor, or other form of consideration. Any Proof of Claim filed on account of interests cancelled by this Section 5.09 shall be disallowed as a claim for which the Debtors have no liability and the Claims Register adjusted to reflect such disallowance.

Section 5.10. Preservation of Causes of Action

Except as expressly set forth in this Plan, the Reorganized Debtors shall retain all Causes of Action, ~~including, the Applebee's Litigation~~ except Avoidance Actions, which shall be waived by the Debtors as of the Effective Date. Except as expressly provided in this Plan or the Confirmation Order, nothing contained in this Plan or the Confirmation Order shall be deemed to be a release, waiver or relinquishment of any such Causes of Action. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such Causes of Action that the Debtors had immediately prior to the Petition Date as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim that are not specifically waived or relinquished by this Plan may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

~~Section 5.11. Closure of Certain Chapter 11 Cases on the Effective Date; Final Decree for Remaining Chapter 11 Case. Senior Lender Settlement~~

~~Upon the Effective Date, without the need to obtain further approval from the Bankruptcy Court, the Chapter 11 Cases (collectively, the "Closed Chapter 11 Cases") of all of the Debtors (collectively, the "Closed Case Debtors") except for Debtor NuLnk, Inc. ("NuLnk") shall be deemed closed as of the Effective Date without prejudice to the rights of any party in interest to seek to reopen the Closed Chapter 11 Cases, and (i) all motions, contested matters, adversary proceedings and other matters with respect to the Closed Chapter 11 Cases and the Closed Case Debtors shall be administered in the Chapter 11 Case (the "Remaining Chapter 11 Case") of NuLnk without prejudice to the rights of any party in interest; (ii) the caption of the Remaining Chapter 11 Case shall be amended as necessary to reflect the closure of the Closed Chapter 11~~

~~Cases, and (iii) a docket entry shall be made by the Clerk of the Bankruptcy Court in each of the Closed Chapter 11 Cases that reflects the closure of those cases. Upon the Reorganized Debtors' determination that all Claims have been Allowed, disallowed, expunged or withdrawn, and that all Causes of Action have either been finally resolved or abandoned, the Reorganized Debtors shall move for the entry of a Final Decree for the Remaining Chapter 11 Case pursuant to section 350 of the Bankruptcy Code.~~

The Senior Lender Settlement constitutes a good-faith compromise and settlement of potential disputes among the Debtors, the Senior Lenders and the Administrative Agent pursuant to the terms of this Plan. The compromises include, but are not limited to, the settlement of claims and causes of action asserted in that certain standing motion filed by the Committee appearing at Docket No. 455. The Confirmation Order shall be deemed an order of the Bankruptcy Court approving, as of the Effective Date, the Senior Lender Settlement pursuant to Bankruptcy Rule 9019.

In addition to the Credit Agreement Up-Front Payment and Credit Agreement Deferred Payment, if applicable, in the event that the Reorganized Debtors elect to obtain letters of credit post-Effective Date on account of workers' compensation insurance from the Administrative Agent and/or the Senior Lenders (the "Letter of Credit"), the Senior Lenders shall receive (i) Cash in an amount sufficient to cash collateralize any letter of credit at [100%] issued by the Administrative Agent and/or Senior Lender for or on account of any of the Debtors, inclusive of [\$551,000] of Cash currently held by the Administrative Agent, which has not been applied to the Credit Agreement Claims and shall be returned to the Reorganized Debtors in the event that they do not elect to obtain the Letter of Credit and/or; (ii) all reasonable fees and expenses of the Administrative Agent, including the reasonable fees, charges, disbursements and expense of advisors and counsel to the Administrative Agent in accordance with the Credit Agreement; and (iii) amounts owed by Debtors to Administrative Agent, if any, with respect to termination of any swap contract or agreement, which swap contract or agreement will be terminated by Administrative Agent after entry of the Confirmation Order; provided, however, that if any amounts are owed to the Debtors as a result of the termination of the swap contract or agreement such amounts shall be credited against the amounts set forth above in connection with the Letter of Credit.

Further, in the event that the Reorganized Debtors elect to obtain letters of credit post-Effective Date from the Administrative Agent, the Reorganized Debtors shall execute a pledge and security agreement in favor of Administrative Agent and Senior Lenders with respect to all present and future obligations and indebtedness of the Debtors or the Reorganized Debtors with respect to the Letter of Credit, together with all sums advanced or expenses or costs paid or incurred by Administrative Agent and/or Senior Lenders with respect to the Letter of Credit. If and to the extent that a Letter of Credit is drawn (A) Administrative Agent may apply any collateral securing the Letter to Credit to amounts owed by Debtors or Reorganized Debtors with respect to the Letter of Credit and (B) within two (2) Business Days of the draw, the Debtors or the Reorganized Debtors shall pay to Administrative Agent an amount equal to amounts drawn, sums advanced and expenses or costs paid or incurred by Administrative Agent or Senior Lenders with respect to the Letter of Credit to the extent such amounts are not cash collateralized.

Section 5.12. Applebee's Settlement

As a result of the Applebee's Settlement Agreement and its incorporation into the terms of this Plan by attachment as Exhibit D, the Plan represents and incorporates a global settlement among the Debtors, Applebee's and ACON. The Applebee's Settlement Agreement constitutes a good-faith compromise and settlement of actual and potential disputes among the Debtors, Applebee's and ACON pursuant to the terms of the Applebee's Settlement Agreement. These compromises include, but are not limited to, the settlement of the Applebee's Litigation, guaranties under the Franchise Agreements, the objection to Claims asserted by Applebee's in the Chapter 11 Cases and the Cure Amounts with respect to the Assumed Applebee's Contracts. The Confirmation Order shall be deemed an order of the Bankruptcy Court approving, as of the Effective Date, the Applebee's Settlement Agreement pursuant to sections 365 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. In the event of any conflict between the Applebee's Settlement Agreement and other terms of this Plan, the terms of the Applebee's Settlement Agreement shall control.

Section 5.13. Exit Facility

On the Effective Date, in order to fund the Credit Agreement Up-Front Payment, cure payments, distributions under this Plan and working capital of the Reorganized Debtors, the Debtors and the Reorganized Debtors, as applicable shall be authorized to execute and deliver and to consummate the transactions contemplated by the Exit Facility without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Entity (other than as expressly required by the Exit Facility). On the Effective Date, the Exit Facility Documents shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors and/or one or more other applicable Entities as set forth in the Exit Facility Documents, enforceable in accordance with their respective terms and such indebtedness and obligations shall not be and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

Section 5.14. Reinstatement of the BMO Credit Agreement

Pursuant to section 1123 of the Bankruptcy Code, on the Effective Date, the Reorganized Debtors shall reinstate the BMO Credit Agreement, as amended pursuant to this Plan. In consideration of the reinstatement of the BMO Credit Agreement and the Credit Agreement Claims Treatment, the Administrative Agent consents to the waiver of any distributions due pursuant to this Plan and in the future on account of the Sub-Debt Claims. In consideration for the reinstatement of the BMO Credit Agreement and the waiver of any distributions under this Plan on account of the Sub-Debt Claims, (i) the definition of Maturity Date in the BMO Credit Agreement shall be amended to provide that the Maturity Date is "the later of (a) March 21, 2021 or (b) 90 days after the extended maturity date of [the Exit Facility]" and (ii) the holders of the Sub-Debt Claims agree and consent to the Third-Party Releases.

ARTICLE VI

TREATMENT OF EXECUTORY CONTRACTS

Section 6.01. Treatment of Executory Contracts

Except as otherwise expressly provided in (i) the Plan Supplement, or (ii) any other filing made prior to entry of the Confirmation Order, all Executory Contracts, including ~~without limitation, the Subordination Agreements, but not limited to, the Applebee's Assumed Contracts,~~ of the Debtors not subject to a pending motion to reject, rejected by prior ~~to~~ order of the ~~entry of~~ Bankruptcy Court, or by, the Confirmation Order (other than insurance policies, which shall be treated in accordance with Section ~~6.02~~ 6.03 of this Plan) shall be assumed as of the Effective Date in accordance with, and subject to the provisions and requirements of, sections 365 and 1123 of the Bankruptcy Code. To the extent executory, as of the Effective Date, the Subordination Agreements shall be rejected pursuant to Sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, notwithstanding anything to the contrary herein, the Applebee's Excluded Contracts shall not be assumed and, to the extent not previously terminated or rejected, shall be rejected pursuant to the terms of the Plan as of the Effective Date.

Section 6.02. Cure of Defaults for Assumed Executory Contracts

(a) Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease, any monetary defaults arising under each executory contract and unexpired lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate amount (the "Cure Amount") in Cash on the later of thirty (30) days after: (i) the Effective Date; or (ii) the date on which any Cure Dispute relating to such Cure Amount has been resolved (either consensually or through judicial decision). Subject to the terms of the Applebee's Settlement Agreement, Applebee's consents to the assumption of the Franchise Agreements that are Applebee's Assumed Contracts.

(b) No later than twenty-one (21) calendar days prior to the commencement of the Confirmation Hearing, the Debtors shall file a Cure Schedule and serve such Cure Schedule on each applicable counterparty. ~~Any~~ Except as otherwise ordered by the Bankruptcy Court, any party that fails to object to the applicable Cure Amount listed on the Cure Schedule within seven (7) calendar days before the Confirmation Hearing, shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Cure Schedule (including a Cure Amount of \$0.00) and/or from asserting any Claim against the Debtors or Reorganized Debtors arising under section 365(b)(1) of the Bankruptcy Code, except as set forth on the Cure Schedule. Notwithstanding the foregoing, the Cure Amounts with respect to the Applebee's Assumed Contracts is set forth and governed by the terms of the Applebee's Settlement Agreement and shall be paid on the Effective Date.

(c) In the event of a dispute (each, a "Cure Dispute") regarding: (i) the Cure Amount; (ii) the ability of the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or

unexpired lease to be assumed; or (iii) any other matter pertaining to the proposed assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption. To the extent the Cure Dispute is resolved or determined unfavorably to the Debtors or the Reorganized Debtors, as applicable, the Debtors or the Reorganized Debtors, as applicable, may reject the applicable executory contract or unexpired lease after such determination.

Section 6.03. Insurance Policies

Notwithstanding anything to the contrary in this Plan or Confirmation Order, unless any insurance policies have been expressly rejected pursuant to a separate order of the Bankruptcy Court (or through the Confirmation Order), any insurance policies of the Debtors in which the Debtors are or were insured parties (including any policies covering directors' or officers' conduct), or any related insurance agreement issued prior to the Effective Date, including those issued prior to the Petition Date, shall continue in effect after the Effective Date pursuant to the respective terms and conditions and shall be treated as if assumed. All rights of the Debtors under any insurance policies shall automatically become vested in the Reorganized Debtors without necessity for further approvals or orders. To the extent that any insurance policies or related insurance agreements are deemed Executory Contracts, then, unless such policies have been rejected pursuant to a separate order of the Bankruptcy Court (or through the Confirmation Order), notwithstanding anything to the contrary in this Plan, this Plan shall constitute a motion to assume, assume and assign, permit "ride through," or ratify such insurance policies or insurance agreements. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute both approval of such assumption pursuant to section 365 of the Bankruptcy Code and a finding by the Bankruptcy Court that such assumption is in the best interests of the Estates. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed upon by the parties prior to the Effective Date, no payments shall be required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to any insurance policy or insurance agreement assumed, or assumed and assigned, pursuant to this Section. Each insurance company is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering or delaying coverage on any basis regarding or related to these Chapter 11 Cases, this Plan or any provision within this Plan, including the treatment or means of liquidation set out within this Plan for any insured Claims or Causes of Action. Nothing in this Plan or the Confirmation Order shall be deemed to limit, alter or modify the rights of any holder of an Allowed Claim (including an Allowed Administrative Claim) that is covered under any of the Debtors' insurance policies from receiving the benefit of any such coverage under any such insurance policy, including, but not limited to, the payment or other satisfaction of any such Allowed Claim (including an Allowed Administrative Claim) from the proceeds of any such insurance policies, and, to the extent required, the Debtors are hereby authorized to pay or otherwise satisfy any such Allowed Claims (including Allowed Administrative Claims) from any applicable insurance policy proceeds. Without limiting the generality of the foregoing, all directors' and officers' liability insurance policies in effect as of the Confirmation Date shall be deemed assumed and shall not be rejected.

Section 6.04. Employment Agreements

All ~~employment agreements and~~ severance policies and all compensation and benefit plans, policies and programs of the Debtors applicable to their employees and non-employee directors, including, ~~without limitation,~~ all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accident death and dismemberment plans entered into prior to the Petition Date and not since terminated or modified, shall on the Effective Date be treated as Executory Contracts and assumed pursuant to this Plan and the provisions of section 365 and 1123 of the Bankruptcy Code.

Section 6.05. Effect of Confirmation Order on Assumption/Rejection

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order of the Bankruptcy Court pursuant to sections 365 and 1123(b) of the Bankruptcy Code approving the assumption, assumption and assignment, or rejection, as applicable, of the Executory Contracts as of the Effective Date and determining that: (i) with respect to such rejections, such rejected Executory Contracts are burdensome and that the rejection therein is in the best interests of the Estates; (ii) with respect to such assumptions, to the extent necessary, that the applicable Debtor has (a) cured any default, (b) compensated the counterparty for any actual pecuniary loss resulting from any default, and (c) provided adequate assurance of future performance under such Executory Contract; and (iii) with respect to any assignment, to the extent necessary, that the applicable Debtor has (a) cured any default, (b) compensated the counterparty for any actual pecuniary loss resulting from any default, and (c) that “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) by the assignee has been demonstrated and no further adequate assurance is required. Assumption of any Executory Contract of any Debtor, and satisfaction of the Cure Costs, shall result in the full discharge, release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract at any time before the date such Executory Contract is assumed. Each Executory Contract assumed pursuant to this Plan or Bankruptcy Court order shall vest in and be fully enforceable by the Reorganized Debtors. To the maximum extent permitted by law, to the extent any provision in any Executory Contract assumed or assumed and assigned pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assignment of such Executory Contract (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or to exercise any other default-related rights with respect thereto. ~~Any Proofs of Claim Filed with respect to an Executory Contract that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.~~

Section 6.06. Rejection Damages Claims and Objections to Rejection

Claims arising out of the rejection of any Executory Contract pursuant to this Plan must be filed and served pursuant to the procedures no later than thirty (30) days after [service of the notice of](#) the Effective Date. Holders of any Claim not filed within such time will be forever

barred from asserting such Claim against the Debtors, the Reorganized Debtors, the Estates, or their respective successors or their respective property, unless otherwise ordered by the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court or specified in this Plan, all Claims arising from the rejection of Executory Contracts under this Plan shall be treated as General Unsecured Claims under this Plan unless the holder of such Claim elects to be treated as a Convenience Claim in accordance with the terms of this Plan.

Section 6.07. Preexisting Obligations Under Executory Contracts

The Debtors and the Reorganized Debtors, as applicable, reserve the right to assert that rejection of any Executory Contract pursuant to this Plan or otherwise shall not constitute a termination of obligations owed to the Debtors and the Reorganized Debtors, as applicable, under such contracts, including but not limited to on the grounds that such Executory Contract was, in fact, not executory and such obligations owed to the Debtors “rode through” the Chapter 11 Cases. Notwithstanding any nonbankruptcy law to the contrary, the Debtors and the Reorganized Debtors, as applicable, expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, or insurance obligations, by or for the benefit of the contracting Debtors or Reorganized Debtors, as applicable, from counterparties to rejected Executory Contracts.

Section 6.08. Modifications, Amendments, Supplements, Restatements or Other Agreements

Unless otherwise provided in this Plan, each assumed or assumed and assigned Executory Contract shall include all modifications, amendments, riders, supplements, restatements or other agreements that in any manner affect such Executory Contract, and all Executory Contracts related thereto, if any, including all licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements has been previously rejected.

Modifications, amendments, riders, supplements and restatements to prepetition Executory Contracts that have been executed during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract, or the validity, priority or amount of any Claims that may arise in connection therewith.

Section 6.09. Reservation of Rights

Neither the exclusion nor inclusion of any contract in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors or the Reorganized Debtors, as applicable, that any such contract is in fact an Executory Contract, or that the Debtors or Reorganized Debtors, as applicable, have any liability thereunder. In the event of a dispute regarding whether a contract or unexpired lease is or was executory at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have until: (i) thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of any such

contract; or (ii) the entry of the Confirmation Order to alter the treatment of any such unexpired lease.

ARTICLE VII

PROVISIONS GOVERNING DISTRIBUTIONS

Section 7.01. Amount of Distributions

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim to the extent payable in accordance with this Plan, even if filed against multiple Debtors.

Section 7.02. Method of Distributions

The Reorganized Debtors shall have the authority, in their sole discretion, to enter into agreements with a third-party Distribution Agent to facilitate the distributions required hereunder. The Reorganized Debtors shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agent without the need for any approvals, authorizations, actions, or consents. The Distribution Agent shall submit detailed invoices to the Reorganized Debtors for all fees and expenses for which the Distribution Agent seeks reimbursement and the Reorganized Debtors shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Reorganized Debtors deem to be unreasonable. In the event that the Reorganized Debtors object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Reorganized Debtors and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Reorganized Debtors and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

Section 7.03. Delivery of Distributions

Distributions to holders of Allowed Claims shall be made at the address of the holder of such Claim as indicated in the Claims Register as of the Distribution Record Date or, if not on the Claims Register, the address set forth in the Schedules, or, if not included on the Schedules, then on the Debtors' creditor matrix filed with the Bankruptcy Court. A Distribution Agent shall have no obligation to recognize the transfer of or sale of any Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute only to those holders of Allowed Claims who are holders as of the close of business on the Distribution Record Date. Distributions to the Senior Lenders shall be made directly to the Administrative Agent by wire transfer pursuant to wire instructions provided by the Administrative Agent to the Debtors on or before the Effective Date.

Section 7.04. De Minimis Distributions

Notwithstanding anything contained herein to the contrary, no distribution shall be required to be paid if such payment would be less than \$50.00 on any distribution.

Section 7.05. Undeliverable Distributions

(a) Holding of Undeliverable Distributions

If any distribution to a holder of an Allowed Claim is returned as undeliverable, no further distributions must be made to such holder unless and until the applicable Distribution Agent is notified in writing of such holder's then-current address or other necessary information for delivery, at which time all currently due missed distributions shall be made to such holder as soon as practicable, subject to Section 7.05(b) below.

(b) Failure to Claim Undeliverable Distributions

Any holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an Undeliverable Distribution within one hundred eighty (180) days after the distribution is distributed shall be deemed to have waived, and shall be forever barred from asserting, its Claim for such Undeliverable Distribution, absent order of the Bankruptcy Court to the contrary, notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary. Nothing contained in this Plan shall require the Reorganized Debtors or a Distribution Agent to attempt to locate any holder of an Allowed Claim.

Section 7.06. Tax Withholding From Distributions

Any amounts required by law to be withheld from distributions made under this Plan shall be withheld, ~~but the Reorganized Debtors and any other Distribution Agent, as applicable, shall have no liability for failing to make any required withholdings.~~ Any amounts so withheld from any payment made under this Plan shall be deemed paid to the holder of the Allowed Claim subject to withholding. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any Governmental Unit on account of such distribution, except for taxes withheld from payments made under this Plan. Each Reorganized Debtor or any other Distribution Agent, as applicable, has the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the Reorganized Debtor or other applicable Distribution Agent for payment of any withholding tax obligations. Notwithstanding any provision in this Plan to the contrary, a Reorganized Debtor or any Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms it believes are reasonable and appropriate. A Reorganized Debtor or any Distribution Agent may require, as a condition to the receipt of a distribution, that the holder complete the appropriate Form W-4, W-8 or Form W-9, as applicable

to each holder. If the holder fails to comply with such a request within six (6) months, such distribution shall be deemed an Undeliverable Distribution. Finally, a Reorganized Debtor or any Distribution Agent reserves the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances, if any.

Section 7.07. Allocations

Unless otherwise provided in this Plan, distributions in respect of Allowed Claims shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of such Allowed Claims, and then, to the extent the distribution exceeds the principal amount of such Allowed Claims, to any portion of such Allowed Claims for accrued but unpaid interest.

Section 7.08. Time Bar to Cash Payments

Checks issued on account of Allowed Claims may be deemed null and void if not negotiated within ninety (90) days after the date of issuance therein. Requests for reissuance of any check shall be made in writing directly to the applicable Reorganized Debtor or Distribution Agent by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made in writing on or before ~~the later of one hundred eighty (180) days after the Effective Date or ninety (90) days~~ after the date of issuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred and the distribution on account of such Claims shall be treated in accordance with Section 7.05 of this Plan.

Section 7.09. Means of Cash Payments

Any Cash payment to be made pursuant to this Plan will be made in U.S. dollars by checks drawn on or by wire transfer from a domestic bank selected by the applicable Distribution Agent.

Section 7.10. Foreign Currency Exchange Rates

As of the Effective Date, any Claim asserted in currency(ies) other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the mid-range spot rate of exchange for the applicable currency as published in *The Wall Street Journal*, National Edition, on the Petition Date.

Section 7.11. Setoffs

~~Any~~ Except as otherwise provided herein, any Reorganized Debtor or Distribution Agent, as applicable, may, pursuant to section 558 of the Bankruptcy Code and applicable non-bankruptcy law, set off against any Allowed Claim, the distributions to be made pursuant to this Plan on account of such Claim (before any distribution is made on account of such Claim), the claims, rights and Causes of Action of any nature that the Reorganized Debtors may hold against the holder of such Allowed Claim; provided, however, that (i) neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release of any

such claims, rights and Causes of Action that the Reorganized Debtors may possess against such holder; and (ii) the rights of a holder of a Claim to challenge in the Bankruptcy Court or any other court of competent jurisdiction any set-off by the Reorganized Debtors or the Distribution Agent is reserved.

Section 7.12. Satisfied Claims and Claims Paid or Payable by Third Parties

Any Administrative Claim or Claim that has been paid or satisfied in full or in part by any party may be adjusted on the claims register without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, provided that the Reorganized Debtors shall file a notice of satisfaction or other pleading evidencing such satisfactions, and serve the same on the affected claimants, or seek an order of the Bankruptcy Court with respect to the same, ~~all in their reasonable discretion~~ upon notice to the affected claimants. To the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor, a Reorganized Debtor or a Distribution Agent, as applicable, on account of such Claim, such holder shall repay, return or deliver any distribution held by or transferred to the holder to the Reorganized Debtor or Distribution Agent, as applicable, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed Claim of such holder as of the date of any such distribution under this Plan. For the avoidance of doubt, prior to the making of distributions hereunder, Claims shall be reduced by the amount, if any, that was, *inter alia*, paid by one or more of the Debtors pursuant to an order of the Bankruptcy Court or otherwise satisfied by any third party.

No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' or Reorganized Debtors' insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of such insurers acknowledges coverage applies to a Claim, then immediately upon such insurers' ~~acknowledgment~~ payment of such Claim, such Claim may be deemed satisfied in accordance with this Section 7.12 upon the satisfaction of any deductible or self-insured retention that must be satisfied for such insurance coverage to apply to such Claim, and notice of such satisfaction shall be served by the Debtors or the Reorganized Debtors, as applicable, on the affected claimant.

ARTICLE VIII

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

Section 8.01. Prosecution of Objections to Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that any Debtors may have with respect to any Claim, and shall have the authority to file objections and to settle, compromise, withdraw or litigate to judgment objections to Claims against the Debtors (except those Allowed by this Plan, the Confirmation Order or other Final Order). The Reorganized Debtors shall have the authority to compromise, settle,

otherwise resolve, or withdraw, any objections to Disputed Claims without approval of the Bankruptcy Court.

Section 8.02. Estimation of Claims

The Reorganized Debtors may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim, pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including during litigation concerning any objection to any Claim, and during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined and ordered by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the applicable Reorganized Debtor may elect to pursue any supplemental proceedings to object to the allowance and any ultimate payment on such Claim. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by the terms of this Plan.

Section 8.03. No Distributions on Disputed Claims

Notwithstanding any provision in this Plan to the contrary, no distributions, partial or otherwise, shall be made with respect to a Disputed Claim until all disputes with respect to such Claim are resolved by Final Order. Subject to the provisions of this Plan, after a Disputed Claim becomes an Allowed Claim, the holder of such an Allowed Claim will receive all distributions to which such holder is then entitled under this Plan. No post-Effective Date interest shall be paid on any distributions under this Plan, including with respect to any Disputed Claim that becomes an Allowed Claim. If a Creditor incorporates more than one Claim in a Proof of Claim then: (i) such Claims will be considered one Claim for purposes of this Plan, and (ii) no such Claim will be bifurcated into an Allowed portion and a Disputed portion.

ARTICLE IX

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THIS PLAN

Section 9.01. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of this Plan that the Disclosure Statement Order shall have been entered by the Bankruptcy Court on the docket of the Chapter 11 Cases, in form and substance acceptable to the Debtors, and such order shall not be subject to a stay.

Section 9.02. Conditions Precedent to the Effective Date

- (a) It shall be a condition to occurrence of the Effective Date of each Debtor's Plan that the following conditions shall have been satisfied or waived pursuant to Section 9.03 of this Plan:

- (i) the Confirmation Order shall have been entered by the Bankruptcy Court on the docket of the Chapter 11 Cases, in form and substance acceptable to the Debtors, and such Confirmation Order shall approve the Applebee's Settlement Agreement and the Senior Lender Settlement and shall have become a Final Order;
- (ii) the Minimum Liquidity Requirement shall be satisfied after giving effect to the payments required to be made on the Effective Date under this Plan;
- (iii) the Bankruptcy Court shall have entered an order, which order may be the Confirmation Order, providing for the assumption of the Franchise Agreements identified by the Debtors in the Cure Schedule and Applebee's Settlement Agreement to be assumed in accordance with the terms of the Applebee's Settlement Agreement;
- (iv) the Plan Sponsor Cash Payment shall have been funded and received by the Debtors;
- (v) the Holdback Amount Reserve shall have been established and funded;
- (vi) the ~~Amended Credit Agreement~~[Exit Facility Documents] and all related documents provided for therein or contemplated thereby, shall have been executed by all parties thereto;
- (vii) all other actions and documents necessary to implement the provisions of this Plan to be effectuated on or before the Effective Date shall be reasonably satisfactory to the Debtors; and
- (viii) the Debtors shall have received all authorizations, consents, approvals, rulings, letters, opinions or documents, if any, they determine necessary to implement this Plan.

Section 9.03. Effect of Non-Occurrence of Conditions to Confirmation or Conditions Precedent to the Effective Date

If the conditions in Section 9.01 and Section 9.02 of this Plan are not satisfied for any Plan prior to the Effective Date, or if the Confirmation Order is vacated regarding any Plan, the affected Plan shall be null and void in all respects and nothing contained in the affected Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor; or (ii) constitute an admission, acknowledgment, offer or undertaking by such Debtor or any other Person in any respects.

Section 9.04. Waiver of Conditions Precedent

The Debtors may waive any of the conditions precedent set forth in Section 9.02(a)(vi) or (vii) in whole or in part at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to Consummate this Plan.

ARTICLE X

EFFECT OF CONFIRMATION OF THIS PLAN

Section 10.01. Discharge of Claims Against and Equity Interests in the Reorganized Debtors

Upon the Effective Date and in consideration of the distributions to be made pursuant to this Plan, except as otherwise provided herein or in the Confirmation Order, ~~each Person that is a holder (as well as any trustees and agents on behalf of such Person) of a Claim or Equity Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors~~ the Debtors shall be discharged from any debt that arose before the entry of the Confirmation Order and any debt of any specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, ~~of and from any and all Claims, Equity Interests, rights, and liabilities that arose prior to the Effective Date.~~ Except as otherwise provided in this Plan, upon the Effective Date, all such holders of Claims and Equity Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Equity Interest in any Debtor or any Reorganized Debtor.

Section 10.02. Certain Releases by the Debtors

(a) Notwithstanding anything contained herein to the contrary, as of the Effective Date, and to the fullest extent authorized by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor Releasees are deemed released ~~and discharged~~ by the Debtors, the Reorganized Debtors, the Estates and any Person seeking to exercise the rights of the Debtors, the Reorganized Debtors or the Estates from any and all claims, obligations, suits, judgments, damages, demands, debts, remedies, Causes of Action, rights of setoff, other rights, and liabilities whatsoever, whether for tort, contract, violations of federal or state securities laws, Avoidance Actions, including any derivative claims, asserted or that could possibly have been asserted directly ~~or~~, indirectly or in any representative capacity on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, and any and all Causes of Action asserted or that could possibly have been asserted on behalf of the Debtors, the Reorganized Debtors, or the Estates (whether individually or collectively) ~~or on behalf of the holder of any Claim or Equity Interest or other Person,~~ based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or the Estates, the conduct of the Debtors' businesses, the in-court or out-of-court efforts to restructure or liquidate the Debtors, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or Plan (including the Plan Supplement) or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure Statement, or this Plan (including the Plan Supplement),

the filing and prosecution of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, the business or contractual arrangements between the Debtors, the Reorganized Debtors or the Estates, on the one hand, and any Debtor Releasee, on the other hand, prepetition contracts and agreements with any Debtor, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date; **provided, however**, that the foregoing provisions of the Debtor Releases shall not operate to waive or release (i) any Causes of Action arising from fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; or (iii) the right of the Debtors or Reorganized Debtors to enforce this Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to a Final Order of the Bankruptcy Court. Notwithstanding the foregoing, any release by the Debtors or Reorganized Debtors of Applebee's shall be governed by Section 10.02(b) of this Plan.

(b) Upon the Effective Date, each of the Debtors and each of the ACON entities that is signatory to the Applebee's Settlement Agreement, on behalf of itself and each of its affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, an "ACON/Debtor Releasing Party", and collectively, the "ACON/Debtors Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge each of the Applebee's entities that is a signatory to the Applebee's Settlement Agreement, and each of its affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, an "Applebee's Released Party", and collectively, the "Applebee's Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, pension contributions, health plan contributions, liens, attorney's fees or costs and any and all liabilities that any ACON/Debtor Releasing Party has or had against any Applebee's Released Party, of whatsoever nature and kind, whether known or unknown, now existing or hereafter arising, arising at law or in equity, in connection with, based upon, by reason of, relating to or arising from (i) the Chapter 11 Cases, (ii) the Applebee's Litigation; (iii) the Applebee's Claims; (iv) the Debtors' Counterclaims; (v) the Applebee's Assumed Contracts, and (vi) the Applebee's Excluded Contracts, including, but not limited to, those that arise from or relate in any way to any agreements between or among any ACON/Debtor Releasing Party and any Applebee's Released Party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability, **provided, however**, that such releases shall not release any Applebee's Released Party from: (i) such Applebee's Released Party's obligations under the Applebee's Settlement Agreement; and (ii) compliance with the Applebee's Assumed Contracts and any ancillary agreement as of the Effective Date forward.

(c) Notwithstanding anything contained herein to the contrary, as of the Effective Date, and to the fullest extent authorized by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Senior Lender Releasees are deemed released by the Debtors, the Reorganized Debtors, the Estates and any Person seeking to exercise the rights of the Debtors, the Reorganized Debtors or the Estates from any and all claims, obligations, suits, judgments, damages, demands, debts, remedies, Causes of Action, rights of setoff, other rights, and liabilities whatsoever, whether for tort, contract, violations of federal or state securities laws, Avoidance Actions, including any derivative claims, asserted or that could possibly have been asserted directly, indirectly or in any representative capacity on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, and any and all Causes of Action asserted or that could possibly have been asserted on behalf of the Debtors, the Reorganized Debtors, or the Estates (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or the Estates, the conduct of the Debtors' businesses, the in-court or out-of-court efforts to restructure or liquidate the Debtors, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or Plan (including the Plan Supplement) or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure Statement, or this Plan (including the Plan Supplement), the filing and prosecution of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, the business or contractual arrangements between the Debtors, the Reorganized Debtors or the Estates, on the one hand, and any of the Senior Lender Releasees, on the other hand, prepetition contracts and agreements with any Debtor, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date; provided, however, that the foregoing provisions of the Debtor Releases shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; or (ii) the right of the Debtors or Reorganized Debtors to enforce this Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to a Final Order of the Bankruptcy Court.

~~Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in this Section 10.02, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that such releases are: (i) in exchange for the good and valuable consideration provided by the Debtor Releasees; (ii) a good faith settlement and compromise of the claims released by this Section 10.02; (iii) in the best interests of the Debtors and the Estates; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any Person asserting any claim or Cause of Action released by this Section 10.02.~~

Section 10.03. Certain Releases by Holders of Claims

(a) Notwithstanding anything contained herein to the contrary and except as to distributions or payments required under this Plan, as of the Effective Date, the

Third-Party Releasees shall be deemed to have been conclusively, absolutely, unconditionally, irrevocably, and forever released ~~and discharged~~ by the Releasing Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, remedies, Causes of Action, rights of setoff (other than a right of setoff exercised prior to the Petition Date), other rights, and liabilities whatsoever, whether for tort, contract, violations of federal or state securities laws, Avoidance Actions, including any derivative claims, asserted or that could possibly have been asserted directly ~~or~~, indirectly or in any representative capacity on behalf of the Releasing Parties ~~or their Affiliates~~, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, and any and all Causes of Action asserted or that could possibly have been asserted on behalf of the Releasing Parties ~~or their Affiliates~~ (whether individually or collectively) or on behalf of the holder of any Claim or Equity Interest or other Person, based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, or the Estates, the conduct of the Debtors' businesses, the in-court or out-of-court efforts to restructure or liquidate the Debtors, the formulation, preparation, solicitation, dissemination, negotiation, or filing of the Disclosure Statement or Plan (including the Plan Supplement) or any contract, instrument, release, or other agreement or document created or entered into in connection with or pursuant to the Disclosure Statement, or this Plan (including the Plan Supplement), the filing and prosecution of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, the business or contractual arrangements between the Debtors, the Reorganized Debtors or the Estates, on the one hand, and any Releasing Parties, on the other hand, prepetition contracts and agreements with any Debtor, or any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date; provided, however, that the foregoing provisions of the Third-Party Releases shall not operate to waive or release (i) any Causes of Action arising from fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; or (iii) the right of any Third-Party Releasee to enforce this Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to a Final Order of the Bankruptcy Court . Notwithstanding the foregoing, any release by Applebee's shall be governed by Section 10.03(b) of this Plan.

~~Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases set forth in this Section 10.03, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that such releases are: (i) in exchange for the good and valuable consideration provided by the Third-Party Releasees; (ii) a good faith settlement and compromise of the claims released by this Section 10.023; (iii) in the best interests of the Debtors and the Estates; (iv) fair, equitable, and reasonable;~~

~~(v) given and made after due notice and opportunity for hearing; and (vi) a bar to any Person asserting any claim or Cause of Action released by this Section 10.023.~~

(b) Upon the Effective Date, each of the Applebee's entities that is a signatory to the Applebee's Settlement Agreement, on behalf of itself and each of its affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, an "Applebee's Releasing Party", and collectively, the "Applebee's Releasing Parties"), unconditionally and forever do fully and finally release, acquit and discharge each of the Debtors and each of the ACON entities that is a signatory to the Applebee's Settlement Agreement, and each of its estates, affiliates, parent entities, subsidiaries, predecessors, successors, assigns, officers, directors, employees, shareholders, lenders, agents, professionals, servants, representatives, attorneys, members, beneficiaries, and insurers, past, present, and future (each, an "ACON/Debtor Released Party", and collectively, the "ACON/Debtor Released Parties"), from any and all actions, complaints, causes of action, claims (whether they be unsecured, secured, priority, and/or administrative, including crossclaims, counterclaims, rights of set-off and recoupment), promises, obligations, losses, demands, damages, expenses, fees, pension contributions, health plan contributions, liens, attorney's fees or costs and any and all liabilities that any Applebee's Releasing Party has or had against any ACON/Debtor Released Party, of whatsoever nature and kind, whether known or unknown, now existing or hereafter arising, arising at law or in equity, in connection with, based upon, by reason of, relating to or arising from (i) the Chapter 11 Cases, (ii) the Applebee's Litigation; (iii) the Applebee's Claims; (iv) the Debtors' Counterclaims; (v) the Applebee's Assumed Contracts or any ancillary agreements, (vi) the ACON Guarantee, and (vii) the Applebee's Excluded Contracts, including, but not limited to, those that arise from or relate in any way to any agreements between or among any Applebee's Releasing Party and any ACON/Debtor Released Party, and the transactions contemplated thereby, whether founded in contract, in tort, or pursuant to any other theory of liability; **provided, however,** that such releases shall not release any ACON/Debtor Released Party from: (i) such ACON/Debtor Released Party's obligations under the Applebee's Settlement Agreement; and (ii) compliance with the Applebee's Assumed Contracts and any agreements ancillary thereto (other than the ACON Guarantee) and the Good Standing Requirements (as defined in the Applebee's Settlement Agreement) as of the Effective Date forward. Notwithstanding the foregoing, with respect to the Applebee's Excluded Contracts or any other Franchise Agreements that are or were terminated prior to the Effective Date: (i) if needed, the Parties (as defined in the Applebee's Settlement Agreement) will work together in good faith to gain access to the property and agree on the scope of de-identification, with reasonable de-identification costs (whether incurred by (i) the Debtors or Reorganized Debtors, as applicable, or (ii) Applebee's) to be paid by the Debtors or Reorganized Debtors, as applicable, in an amount not to exceed \$3,000 per location and not to exceed \$51,000 in the aggregate; and (ii) the Debtors or Reorganized Debtors, as applicable, shall comply with their indemnification obligations with respect to the two matters identified in Annex A to the Applebee's Settlement Agreement.

Section 10.04. Exculpation

Effective as of the Effective Date, none of the Exculpated Parties shall have or incur any liability to any holder of any Claim or Equity Interest, or any other Person, for any act or omission on or after the Petition Date and on or before the Effective Date in connection with, related to, or arising out of the Chapter 11 Cases, including but not limited to the negotiation and execution of this Plan (including the Plan Supplement), the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of this Plan, the Consummation of this Plan, or the administration of this Plan, and the property to be distributed under this Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all postpetition activities leading to the promulgation and Confirmation of this Plan, except in case of fraud, willful misconduct, or gross negligence by such Exculpated Party as determined by a Final Order of the Bankruptcy Court.

Section 10.05. Plan Injunction

~~Upon~~ Except as otherwise provided in this Plan or in any document, instrument, release or other agreement entered into in connection with this Plan, upon the occurrence of the Effective Date, all ~~holders of Claims and Equity Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, attorneys, advisors, officers, directors, partners or principals,~~ Persons or Entities who directly or indirectly have held, hold, may hold, or seek to assert Claims and/or Equity Interests that have been released pursuant to Sections 10.02 or 10.03 of this Plan, or which have been exculpated pursuant to Section 10.04 of this Plan (collectively the “Released Claims”) shall be enjoined from taking any actions to interfere with the implementation of this Plan, and are permanently enjoined and forever barred from taking any ~~action against the Exculpated Parties, Debtor Releasees or Third Party Releasees, and their respective assets, that is inconsistent with the terms of this Plan, including, without limitation, an injunction from~~ of the following actions with respect to the Released Claims, including, but not limited to: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Released Claims ~~or Equity Interests~~; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order on account of or in connection with or with respect to any such Released Claims ~~or Equity Interests~~; (iii) creating, perfecting, or enforcing any encumbrance of any kind on account of or in connection with or with respect to any such ~~Claims or Equity Interests~~ Released Claim; (iv) asserting any right of setoff, (other than a setoff exercise prior to the Petition Date), or subrogation, ~~or recoupment~~ of any kind on account of or in connection with or with respect to any such ~~Claims or Equity Interests~~ Released Claim; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such ~~Claims or Equity Interests released, exculpated, settled or otherwise addressed pursuant to this Plan~~ Released Claim, except on terms consistent with this Plan.

Section 10.06. Protection Against Discriminatory Treatment

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Debtor, or Reorganized Debtor, as applicable, or any Person with which any Debtor, or Reorganized Debtor has been, is, or becomes associated, solely because any of the Debtors was a debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases) or has not paid a debt except in accordance with this Plan in the Chapter 11 Cases.

Section 10.07. Release of Liens

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document assumed, created or executed pursuant to this Plan, including ~~without limitation, the Amended Credit Agreement~~ the [Exit Facility (and any documents executed in connection therewith or related thereto)] on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and with respect to the Administrative Agent and Senior Lenders, subject to Administrative Agent's indefeasible receipt of the entire Credit Agreement Up-Front Payment, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates and Debtors shall be fully released, settled and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the applicable Reorganized Debtors and its successors and assigns; provided, however, that nothing herein shall release, settle or discharge any rights, title or interests that Administrative Agent or any of the Senior Lenders have with respect to collateral pledged to secure the Letter of Credit.

~~To~~ Except as to any Liens or security interests that are to remain pursuant to the provisions of this Plan, to the extent that any ~~Holder~~ holder of a Secured Claim that has been satisfied or discharged in full pursuant to this Plan, or any agent for such ~~Holder~~ holder, has filed or recorded publicly any Liens and/or security interests to secure such ~~Holder~~ holder's Secured Claim, then as soon as practicable on or after the Effective Date, such ~~Holder~~ holder (or the agent for such ~~Holder~~ holder) shall take any and all steps requested by the Debtors, the Reorganized Debtors, or any applicable administrative agent that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such ~~Holder~~ holder's behalf.

ARTICLE XI

MODIFICATION, REVOCATION OR WITHDRAWAL OF THIS PLAN

Section 11.01. Modification of the Plan

The Debtors reserve the right, in accordance with section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019(a), to amend or modify this Plan as to any Debtor before the entry of the Confirmation Order, subject to the limitations set forth herein, including compliance with the

Applebee's Settlement Agreement, but subject to the exercise of the Debtors' fiduciary duties.

After entry of the Confirmation Order as to any Debtor's Plan, the applicable Debtor(s) may amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code and Bankruptcy Rule 3019(b) to remedy any defect or omission or reconcile any inconsistency in such manner as may be necessary to carry out the purpose and intent of this Plan.

Entry of the Confirmation Order shall mean that all modifications or amendments to this Plan approved therein occurring after the solicitation thereof, if any, are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

Section 11.02. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw this Plan as to any or all Debtors before the Confirmation Date and to file subsequent chapter 11 plans. If (x) the Debtors revoke or withdraw this Plan as to any Debtor, ~~or if (y)~~ Confirmation or Consummation does not occur with respect to any Debtor's Plan or (z) the Effective Date does not occur within one hundred twenty (120) days after entry of the Confirmation Order, absent further order of the Bankruptcy Court, then: (i) the affected Plan will be null and void in all respects; (ii) any settlement or compromise embodied in the affected Plan, assumption or rejection of Executory Contracts effected by this Plan, and any document or agreement executed pursuant thereto shall be null and void in all respects; ~~and~~ (iii) nothing contained in the affected Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors; or (b) constitute an admission, acknowledgment, offer or undertaking by the Debtors or any other Person in any respects; and (iv) the Final Cash Collateral Order is and shall be fully enforceable by Administrative Agent and the Senior Lenders.

ARTICLE XII

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain the broadest jurisdiction over the Chapter 11 Cases after the Effective Date as legally permissible, including but not limited to jurisdiction to:

- (i) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of such Claims and the resolution of any request for payment of any Administrative Claim;
- (ii) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date;

- (iii) resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract (including Cure Costs);
- (iv) ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;
- (v) decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending before the Bankruptcy Court on the Effective Date, ~~including, but not limited to, the Applebee's Litigation;~~
- (vi) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan;
- (vii) decide or resolve any Causes of Action arising under the Bankruptcy Code, including, ~~without limitation, Avoidance Actions and~~ Claims under sections 362, 510, 542 and 543 of the Bankruptcy Code;
- (viii) resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan, or any Person's obligations incurred in connection with this Plan;
- (ix) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with Consummation or enforcement of this Plan;
- (x) resolve any cases, controversies, suits or disputes with respect to the releases, exculpation, injunction and other provisions contained in ARTICLE X of this Plan and enter such further orders as may be necessary or appropriate to implement such releases, injunction and other provisions;
- (xi) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
- (xii) determine any other matters that may arise in connection with or relate to this Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan;
- (xiii) enter order(s) and/or Final Decree(s) concluding the Chapter 11 Cases;
- (xiv) hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

- (xv) consider any modifications of this Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order; and
- (xvi) hear any other matter ~~not inconsistent with~~ as to which the Bankruptcy Code Court has jurisdiction.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Corporate Action

Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Equity Interests, directors, or officers of the Debtors, Reorganized Debtors or any other Person, as applicable, including: (i) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of this Plan, and that satisfy the requirements of any other terms to which the applicable parties may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of this Plan and having other terms for which the applicable parties may agree; (iii) rejection or assumption, as applicable, of Executory Contracts; (iv) selection of the board of directors and officers of the Reorganized Debtors or any employees thereof; (v) the filing of appropriate certificates or articles of incorporation or organization, reincorporation, merger, consolidation, conversion or dissolution, and bylaws; and (vi) all other actions that the Debtors, the Reorganized Debtors, and the Plan Sponsor determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law. All matters provided for in this Plan involving the company structure of the Reorganized Debtors and any company action required by the Debtors and Reorganized Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, authorized persons or officers of the Debtors or Reorganized Debtors. The authorizations and approvals contemplated by this Section 13.01 shall be effective notwithstanding any requirements under non-bankruptcy law.

Section 13.02. Securities Reinstated and Exchanged Under this Plan

The Equity Interests in the Reorganized Debtors exchanged under this Plan are exempt from registration for offer or sale under any U.S. law in accordance with section 1145(a) of the Bankruptcy Code.

Section 13.03. Section 1146(a) Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property under this Plan shall not be subject to any stamp tax or ~~similar tax~~ similar tax. Upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

Section 13.04. Plan Settlements

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, on the Effective Date, the provisions of this Plan constitute a good-faith compromise and settlement of potential disputes among the Debtors, and among (i) the Debtors and any of the Senior Lenders, the Administrative Agent and ACON and (ii) the Debtors, Applebee's and ACON pursuant to the terms of the Applebee's Settlement Agreement. These compromises include, but are not limited to, the settlement of the Sub-Debt Claims (as set forth below), the Intercompany Claims, the Applebee's Litigation, the ACON Guarantee, the objection to the Claims asserted by Applebee's in the Chapter 11 Cases, the Cure Amounts with respect to the Franchise Agreements, and the resolution of potential Intercompany Claim disputes, ~~and~~ the contributions of ACON through the Plan Sponsor Cash Payment, and the Credit Agreement Claims. The Disclosure Statement and this Plan shall be deemed to be a motion requesting that the Bankruptcy Court approve the foregoing ~~settlement~~ settlements, including, the Applebee's Settlement Agreement and the Senior Lender Settlement. Unless an objection to the proposed ~~settlement~~ settlements is made in writing by any party adversely affected by such settlement on or before the deadline to object to Confirmation of this Plan, such settlement may be approved by the Bankruptcy Court at the Confirmation Hearing. In the event any such objections are timely filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, be the Confirmation Hearing.

Section 13.05. Elimination of Vacant Classes

Any Class of Claims that is not populated as of the Voting Deadline by an Allowed Claim, or a Claim or Equity Interest that is temporarily allowed under Bankruptcy Rule 3018, shall be deemed eliminated from the applicable Plan for purposes of: (i) voting to accept or reject such Plan; and (ii) determining the acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

Section 13.06. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, agent, representative, attorney, beneficiaries, or guardian, if any, of each Person, including those of the Debtors.

Section 13.07. Notices

Except as otherwise set forth in this Plan, all notices or requests in connection with this Plan shall be in writing and will be deemed to have been given when received by personal delivery, facsimile, e-mail, overnight courier or first class mail and addressed to:

If to the Debtors before the Effective Date	Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 Attn: M. Blake Cleary
If to the Reorganized Debtors after the Effective Date	Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 Attn: M. Blake Cleary

Section 13.08. Term of Injunctions or Stay

Unless otherwise provided in this Plan, the Confirmation Order, or a separate order from the Bankruptcy Court, all injunctions or stays arising under sections 105 or 362 of the Bankruptcy Code or entered during the Chapter 11 Cases and in existence on the Confirmation Date shall remain in full force and effect until the later of (i) the entry of a final decree closing the last of the Chapter 11 Cases or (ii) the date indicated in such applicable order. All injunctions or stays contained in this Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

Section 13.09. Entire Agreement

Except as otherwise indicated, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan. To the extent the Confirmation Order is inconsistent with this Plan, the Confirmation Order shall control for all purposes.

Section 13.10. Good Faith

Confirmation of this Plan shall constitute a finding that: (i) this Plan has been negotiated by the Debtors, ACON, Applebee's, the Administrative Agent, the Senior Lenders and the Committee in good faith; (ii) this Plan has been proposed in good faith and in compliance with applicable provisions of the Bankruptcy Code; and (iii) the solicitation of acceptances or rejections of this Plan by all Persons has been in good faith and in compliance with applicable provisions of the Bankruptcy Code.

Section 13.11. Severability

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is (i) valid and enforceable pursuant to its terms; (ii) integral to this Plan; and (iii) non-severable and mutually dependent.

Section 13.12. Securities and Exchange Commission

Notwithstanding any language to the contrary contained in the Plan and/or the Confirmation Order, no provision of this Plan or the Confirmation Order shall (i) preclude the United States Securities and Exchange Commission (“SEC”) from enforcing its police or regulatory powers; or (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any non-debtor person or non-debtor entity in any forum.

~~Section 13.13. Assumption of the BMO Credit Agreement~~

~~Pursuant to section 1123 of the Bankruptcy Code, the Reorganized Debtors shall assume the BMO Credit Agreement. Pursuant to the Subordination Agreements, any payments or distribution of any kind or character, whether in cash, property or securities, by set-off or otherwise, to which ACON would be entitled but for the provisions of the Subordination Agreements are assigned and directed to the Administrative Agent until the Credit Agreement Claims are paid in full. In consideration of the assumption of the BMO Credit Agreement, the Administrative Agent consents to the waiver of any distributions due pursuant to this Plan, but not thereafter, on account of the Sub-Debt Claims. Notwithstanding the foregoing waiver, the Sub-Debt Claims shall be ratably accounted for in connection with any pro-rata distributions to be made to Holders of Allowed General Unsecured Claims. In consideration for the assumption of the BMO Credit Agreement and the waiver of any distributions under this Plan on account of the Sub-Debt Claims, the holders of the Sub-Debt Claims agree and consent to the Third-Party Releases.~~

Dated: Wilmington, Delaware

~~October 9,~~ December [____], 2018

Respectfully submitted,

RMH Franchise Holdings, Inc., et al.

~~/s/ Joseph V. Pegnia~~

Joseph V. Pegnia
Restructuring Manager

EXHIBIT A

Contex Restaurants, Inc.
NuLnk, Inc.
RMH Franchise Corporation
RMH Franchise Holdings, Inc.
RMH Illinois, LLC

EXHIBIT B

Funding Commitment

EXHIBIT C

[Exit Facility Commitment Letter](#)



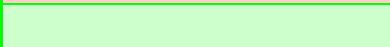
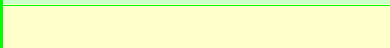

EXHIBIT D

Applebee's Settlement Agreement

~~Term Sheet~~

Document comparison by Workshare Compare on Wednesday, December 05, 2018 12:56:33 PM

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Document 2 ID	interwovenSite://WORKSITE02/YCST01/23902884/6
Description	#23902884v6<YCST01> - RMH - First Amended Chapter 11 Plan, As Modified
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Format changed	0
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