IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: ROADHOUSE HOLDING INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 16-11819 (BLS) Jointly Administered **Hearing Date: November 9, 2016 at 10:30 am (ET)** **Obj. Deadline: November 2 2016 at 4:00 pm (ET)**

LOGAN'S ROADHOUSE, INC.'S MOTION FOR ORDER (I) AUTHORIZING AND APPROVING BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASE WITH BLAZIN WINGS, INC. FREE AND CLEAR OF ALL ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF

Logan's Roadhouse, Inc. (the "**Assignor**"), one the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), hereby submits this Motion (the "**Motion**") for the entry of an order, substantially in the form annexed hereto as Exhibit A (the "**Proposed Order**"), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), (i) authorizing and approving the Assignor's entry into the Bill of Sale and Assignment and Assumption of Lease attached to the Proposed Order as Exhibit A (the "**Assignment and Assumption Agreement**" and the transaction set forth therein and herein, the "**Sale and Assignment**")[2] with Blazin Wings, Inc. (the "**Assignee**"); (ii) authorizing and approving the sale

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Assignment and Assumption Agreement or Proposed Order.

of the Transferred Property and the assumption and assignment of the Lease (together with the Transferred Property, the "**Property**"), free and clear of all Encumbrances; and (iii) granting related relief. In support of the relief requested herein, the Assignor relies on the Declaration of Jake Schumer, attached hereto as Exhibit B, and respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and pursuant to Local Rule 9013-1(f) the Assignor consents to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Rule 6004-1.

BACKGROUND

A. General Background

2. On August 8, 2016 (the "**Petition Date**"), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. Each Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On August 19, 2016, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the

"**Committee**"). As of the date hereof, no trustee or examiner has been appointed in these chapter 11 cases.

4. The Debtors commenced these chapter 11 cases to pursue a balance sheet restructuring to be implemented under a plan. Additional information regarding the Debtors, including their business operations, corporate and capital structure, and the events leading to the Petition Date, is more fully set forth in the *Declaration of Keith A. Maib in Support of Chapter 11 Petitions and First Day Relief* [Docket No. 2], filed on the Petition Date.

5. By order dated September 28, 2016, the Court approved the *Disclosure Statement for the Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* as containing adequate information within the meaning of section 1125 of the Bankruptcy Code. The hearing to consider confirmation of the Debtors' *First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, and/or supplemented) is currently scheduled for November 9, 2016 at 10:30 a.m. (prevailing Eastern Time).

B. The Debtors' Marketing and Sale Process for the Property

6. Prior to the Petition Date, the Debtors retained Hilco Real Estate, LLC ("**Hilco**") as their real estate consultant to conduct a thorough real estate analysis and assist the Debtors with the negotiation of lease restructurings, dispositions and termination agreements with the Debtors' landlords, among other things. As part of its engagement, Hilco and the Debtors' management undertook a thorough evaluation of the Debtors' restaurant portfolio to determine which restaurants were suitable for closure, because they were unprofitable and/or did not fit into the Debtors' go-forward strategy. They also identified other restaurant locations, including the Property, that could potentially generate value for the Debtors either through obtaining lease concessions or a sale, provided it fit with the Debtors' long-term strategy.

7. Hilco's marketing efforts for the specific units identified ended in late September and consisted of the following. First, Hilco conducted a broad-based public marketing scheme for those restaurants that were definitely closing based on overall poor performance and a negative financial profile. Second, Hilco implemented a tailored private marketing scheme for certain stores, including those that were potential closures. Hilco focused on approximately 20 potential purchasers, for the specific stores identified, who met one or more of the following characteristics: (i) Hilco believed the party was looking to acquire new restaurant locations consistent with the Debtors' lease portfolio; (ii) the party had a history of executing and closing on transactions; (iii) the party previously demonstrated the knowledge and ability to transact within a bankruptcy; and (iv) the party had demonstrated an ability to conduct confidential due diligence and negotiation. The last factor was of particular importance since the Debtors had not yet determined to close or sell these properties at that time, and there was a business risk if confidentiality was not maintained. Third, if Hilco received in-bound interest for *any* of the Debtors' locations, Hilco conferred with management to gauge whether a monetization transaction would be accretive to value and would be in line with the Debtors' long-term plan. The sale of the Property is the only sale transaction for which the Debtors will be seeking approval during these chapter 11 cases.

8. Hilco and the Debtors evaluated offers that were received by looking at whether the price being offered would result in value to the Debtors that would materially exceed the value the Debtors would generate if they continued operations at a location, as well as other factors regarding the ability to ultimately close a transaction if an offer was accepted. Hilco received two expressions of interest for the Property, each of which came from Hilco's targeted marketing group. Hilco engaged in extensive negotiations with both parties that expressed an

interest in the Property, and ultimately received an offer from the Assignee with a purchase price of $506,500.00 (the "**Purchase Price**"), subject to customary adjustments for this type of transaction, with no contingencies other than Court approval. The Purchase Price represents a substantial improvement over the prices that accompanied the two initial expressions of interests.

C. Summary of Proposed Terms of the Sale and Assignment[3]

9. Pursuant to the terms and conditions of the Assignment and Assumption Agreement, and subject to this Court's approval, the Assignor proposes to sell the Transferred Property to the Assignee and to assume and assign the Lease to the Assignee on an "as is, where is basis" free and clear of all liens, claims, encumbrances and other interests. The material terms and conditions of the Assignment and Assumption Agreement are as follows:

Legal Description and Address Of Property Assignment and Assumption Agreement § 1	The Assignee agrees to buy and the Assignor agrees to sell the following: Transferred Property. All of Assignor's right, title and interest in and to the Improvements (as defined in the Lease) and all furniture, fixtures, equipment and other personal property located on the Premises or in the Building as of the date hereof (the Improvements and such additional personal property referred to herein as the "**Transferred Property**"), which for the avoidance of doubt shall exclude Branded Items and all personal property owned by third parties and held under a lease, license or similar agreement to the extent such personal property and lease, license or other agreements are listed on Exhibit B to the Assignment and Assumption Agreement. The Assignee agrees to buy and the Assignor agrees to assume and assign the following: The Lease. The Ground Lease dated April 14, 2010, as amended by First Amendment to Ground Lease dated May 13, 2010, and by Certificate of Commencement dated December 7, 2010, with 337 LOOP, LLC, a Texas limited liability company for the premises located at 1400 North Interstate 35, New Braunfels, Texas, as more particularly described in the Lease (the "**Premises**"). The Premises consist of a parcel of land legally described as Tract 1, Industry Subdivision as per plat recorded in Volume 5, Page 287 of the Comal County, Texas Plat

[3] This summary of the Assignment and Assumption Agreement is provided for the Court's convenience only. To the extent this summary differs in any way from the terms and conditions of the Assignment and Assumption Agreement, the actual terms of the Assignment and Assumption Agreement shall control.

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	Records, with an approximately 6,503 square foot freestanding building and related improvements thereon.
<u>Consideration</u> Assignment and Assumption Agreement § 6	On or prior to the Delivery Date, Assignee shall pay to Assignor the sum of $506,500.00. Assignor shall pay in full all amounts necessary to cure any defaults under the Lease as required by the Approval Order prior to or on the Delivery Date.
<u>Representations and Warranties by Assignor</u> Assignment and Assumption Agreement § 3	As of the Effective Date, Assignor represents and warrants to Assignee, to the actual knowledge of Nishant Machado (Co-CRO of Operations) and Maria Rivera (Chief Operating Officer), as follows: (a) A true and complete copy of the Lease and all amendments is attached to the Assignment and Assumption Agreement as Exhibit A. (b) The Lease is in full force and effect and Assignor has not subleased any portion of the Premises and has not transferred or assigned, whether outright or by collateral assignment, all or any portion of its rights under the Lease. The Lease constitutes the entire agreement between Landlord and Assignor with respect to the Premises. (c) Assignor has accepted, and is in possession and occupancy of the Premises, pursuant to the terms and conditions of the Lease. The primary term of the Lease is twenty (20) years, and commenced on December 6, 2010, and ends on December 31, 2030. Tenant has three (3) options to renew the term of the Lease for periods of five (5) years each. (d) Construction of the Improvements has been completed and fully paid for and no party has the basis for a claim of a lien thereon. (e) Assignor has received no notice of a violation of any application law, statute, code or regulation, including those related to Hazardous Materials as described in Section 26(a) of the Lease. Assignor has no knowledge of any such violation or the presence of any Hazardous Materials in, on or under the Premises or Building and all asbestos located in the Building as described in the Environmental Reports (as defined in the First Amendment to Ground Lease) has been fully removed from the Building. (f) Attached attached to the Assignment and Assumption Agreement as Exhibit D is a true and correct statement of the book value of Tenant's Improvements and the amortization thereof as described in Section 31 of the Lease. (g) Assignor is not aware of any tenant exclusives or use restrictions benefitting other tenants in the Shopping Center adjoining the Premises with which Assignor would be

	required to comply.
Closing of the Transaction Assignment and Assumption Agreement § 5 *Del. Bankr. L.R. 6004-1(b)(iv)(E)*	Within five (5) days after the entry of the Proposed Order, Assignor shall deliver possession of the Premises to Assignee.
"As Is, Where Is" Transaction Assignment and Assumption Agreement § 1, 2	The Assignor will convey the Property in "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, without representation, warranties or covenants, express or implied, of any kind or nature, except for the warranty that the Assignor owns the Transferred Property and transfers it free and clear of any liens or encumbrances, as provided in the Proposed Order.
Brokerage Assignment and Agreement § 10	Assignor shall be responsible for payment of any and all broker commissions or fees due to Hilco. Assignor and Assignee each hold harmless and indemnify each other from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Assignment or the negotiation thereof.
Relief from Bankruptcy Rule 6004(h) and 6006(d) Proposed Order ¶ 42 *Del. Bankr. L.R. 6004-1(b)(iv)(O)*	The Proposed Order provides that the provisions of Bankruptcy Rules 6004(h) and 6006(d) shall be waived.
Sale Free and Clear Proposed Order ¶ 8	The Proposed Order provides that the Property shall be transferred to the Assignee free and clear of all Interests or Claims, with all such Interests or Claims to attach after the Delivery Date to the proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Property, subject to any claims and defenses the Debtors may possess with respect thereto.
Injunction Protecting Assignee Proposed Order ¶ 27 *Del. Bankr. L.R. 6004-1(b)(iv)(C) & (L)*	Paragraph 27 of the Proposed Order contains the following injunctive provision in favor of the Assignee: Effective upon the Delivery Date and without further order of the Court, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Assignee, their successors and assigns, or the Property, with respect to any (a) Interests or Claims arising under, out of, in connection with or in any way relating to the

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	Debtors, the Assignee, the Property, or the operation of the Business or the Property prior to the Delivery Date of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Assignee, their successors or assigns, assets, or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Assignee, their successors or assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Interests or Claims against the Assignee, their successors or assigns, assets, or properties; (iv) asserting any setoff or right of subrogation or recoupment of any kind against any obligation due the Assignee or their successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Property or conduct any of the businesses operated with the Property.

RELIEF REQUESTED

10. By this Motion, the Assignor, pursuant to sections 105(a) and 363 of Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014, and Local Rule 6004-1, requests the Court to enter an order (a) authorizing the Sale and Assignment pursuant to the Assignment and Assumption Agreement, (b) authorizing and approving the Assignment and Assumption Agreement, and (c) granting related relief.

11. As set forth in the Assignment and Assumption Agreement, the Assignor is seeking this relief subject to higher and better offers. As set forth in the Assignment and Assumption Agreement, the agreement will terminate without liability to either party if the Court does not enter the Proposed Order, including because the Court has found that the Assignment and Assumption Agreement is not the highest and best offer for the Property.

BASIS FOR RELIEF REQUESTED

I. Entry into the Assignment and Assumption Agreement is Within the Sound Business Judgment of the Assignor and the Sale and Assignment Should Be Approved

12. For the reasons explained in detail below, the Assignor believes that the approval of a private sale of the Property to the Assignee pursuant to the terms and conditions of the Assignment and Assumption Agreement is not only appropriate but in the best interest of the Assignor, its estate, and creditors. Section 363(b)(1) of the Bankruptcy Code provides: "The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 105(a) of the Bankruptcy Code provides: "The Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). In pertinent part, Bankruptcy Rule 6004 states that "all sales not in the ordinary course of business may be by private sale or by public auction." Fed. R. Bankr. P. 6004(f)(1). With respect to the notice required in connection with a private sale, Bankruptcy Rule 2002(c)(1) states, in pertinent part, that,

> [T]he notice of a proposed use, sale or lease of property . . . shall include . . . the terms and conditions of any private sale and the deadline for filing objections. The notice of a proposed use, sale or lease of property, including real estate, is sufficient if it generally describes the property.

Fed. R. Bankr. P. 2002(c)(1). Local Rule 6004-1(b)(iv)(D) requires disclosure if a debtor is pursuing a private sale and the justification therefor.

13. To approve the use, sale, or lease of property out of the ordinary course of business, the Court must find some articulated business justification for the proposed action. *See In re Abbotts Dairies of Pa. Inc.*, 788 F.2d 143, 145-47 (3d Cir. 1986) (implicitly adopting the articulated business justification and good faith tests of *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983)); *see also In re Del. & Hudson*

Ry. Co., 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit had adopted a "sound business purpose" test in *Abbotts Dairies*).

14. Generally, courts have applied four factors in determining whether a sale of a debtor's assets should be approved: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed and negotiated in good faith; and (d) whether adequate and reasonable notice is provided. *See Lionel*, 722 F.2d at 1071 (setting forth the "sound business purpose" test); *Abbotts Dairies*, 788 F.2d at 145-57 (implicitly adopting the articulated business justification test and adding the "good faith" requirement); *Del. & Hudson Ry.*, 124 B.R. at 176 ("Once a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale, the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the purchaser is proceeding in good faith.").

15. This fundamental analysis does not change if the proposed sale is private, rather than public. *See, e.g.*, *In re Ancor Explor. Co.*, 30 B.R. 802, 808 (Bankr. N.D. Okla. 1983) ("[T]he bankruptcy court should have wide latitude in approving even a private sale of all or substantially all of the estate assets not in the ordinary course of business under § 363(b)."). The bankruptcy court "has ample discretion to administer the estate, including authority to conduct public or private sales of estate property." *In re WPRV-TV, Inc.*, 143 B.R. 315, 319 (D.P.R. 1991), *vacated on other grounds*, 165 B.R. 1 (D.P.R. 1992); *accord, In re Canyon P'ship*, 55 B.R. 520, 524 (Bankr. S.D. Cal. 1985). Here, the proposed private sale of the Property to the Assignee meets all of these requirements and should be approved.

A. Proceeding by Private Sale Reflects an Exercise of the Assignor's Business Judgment

16. There is a sound business justification for the Assignor's preference to proceed with a private sale to the Assignee, rather than conducting a public sale of the Property. The Assignor submits that an order granting the relief requested herein is a matter within the sound discretion of the Court and would be consistent with the provisions of the Bankruptcy Code. *See* 11 U.S.C. § 105(a). At the time the Assignor's management, in conjunction with Hilco, determined to market the Property, there was a possibility that the Assignor would decide not to sell the Property and to continue operations at the restaurant. Thus, to avoid the detrimental effect public marketing would have had on operations, the Assignor determined to privately market the Property to a tailored group of potential purchasers who satisfied Hilco's narrow criteria. Throughout Hilco's engagement, Hilco remained receptive to all inquiries regarding the Debtors' properties. This ultimately resulted in two qualified offers for the Property, including the Assignee's offer, which represents a higher value to the Assignor than retaining the Property and continuing operations there.

17. As a result of the Assignee's interest in the Property, and its willingness to provide fair and reasonable consideration based on that interest, the Assignor believes that its estate and creditors would benefit from the approval of the Sale and Assignment without the added time, energy, expense, and risk associated with a public auction. In the event that a party does present a *bona fide* offer for the Property that is higher and better, the Assignor and Court are not precluding from considering that offer. However, at present, the Assignment and Assumption Agreement represents the highest and best value to the Assignor for the Property.

18. Moreover, the Assignor believes that a private sale of the Property to the Assignee under the terms and conditions of the Assignment and Assumption Agreement is more likely to

close in a timely and efficient manner than a public auction because, in the Assignor's informed business judgment, the agreement provides them with a strong indication that the Assignee is motivated to close the contemplated transaction in such a manner. Given the Assignee's willingness to close on an expedited basis so that it can obtain access to the Property as soon as practicable, the Assignor believes that the Sale and Assignment—as opposed to a lengthy auction process—represents the best opportunity to extract immediate and meaningful value from the Property in the amount of the Purchase Price.

B. The Purchase Price is Fair and Reasonable

19. The Assignor believes that the Purchase Price is a fair and reasonable price for the Property. The Purchase Price under the Assignment and Assumption Agreement was the result of a focused marketing and arm's length negotiations and reflects a substantial improvement in price from the two initial expression of interest that Hilco received. The Assignor has carefully considered and analyzed the Assignee's offer as set forth in the Assignment and Assumption Agreement and has concluded that a sale of the Property pursuant to the Assignment and Assumption Agreement will result in obtaining maximum value for the Property and is in the best interests of is estate and creditors. In consideration of the foregoing, the Assignor believes that the Purchase Price provides fair and reasonable value for the Property.

C. The Sale and Assignment is Proposed in Good Faith

20. The Assignor submits that the Sale and Assignment transaction contemplated herein and in the Assignment and Assumption Agreement has been proposed in good faith, as the agreement was the product of good faith, arm's length negotiations between the Assignor, on the one hand, and the Assignee, on the other, and was negotiated with the active involvement of the Assignor's officers and professionals. During the negotiation, both sides were represented by counsel. The Assignor believes and submits that the Sale and Assignment is not the product of

collusion or bad faith. Further, no evidence suggests that the Assignment and Assumption Agreement is anything but the product of arm's length negotiations between the Assignor, the Assignee, and their respective professionals.

D. Adequate and Reasonable Notice of Sale and Assignment Has Been Provided

21. The Assignor intends to provide adequate notice of the proposed Sale and Assignment to all parties in interest, as required by the applicable procedural rules. *See* Fed. R. Bankr. P. 2002(c)(1) (notice must contain "the terms and conditions of any private sale and the time fixed for filing objections."); *see also Del. & Hudson Ry.*, 124 B.R. at 180 (the disclosures necessary in such a sale notice need only include the terms of the sale and the reasons why such a sale is in the best interests of the estate and do not need to include the functional equivalent of a disclosure statement). The Assignor intends to send copies of this Motion and the Assignment and Assumption Agreement to all parties that have expressed any interest in acquiring assets from the Debtors during Hilco's marketing process. The notified parties will have the opportunity to submit higher and better offers during the period prior to the objection deadline set forth herein. Consistent with its fiduciary duty to its estate, the Assignor will consider any and all such offers for the Property and advise the Court of any *bona fide* offers received for the Property at the hearing on the Motion.

E. The Sale and Assignment Should be Free and Clear of Liens, Claims, and Interests

22. In accordance with section 363(f) of the Bankruptcy Code, a debtor in possession may sell property under section 363(b) "free and clear of any interest in such property of an entity other than the estate" if any one of the following conditions is satisfied: (a) such a sale is permitted under applicable non-bankruptcy law; (b) the party asserting such a lien, claim, or interest consents to such sale; (c) the interest is a lien and the purchase price for the property is

greater than the aggregate amount of all liens on the property; (d) the interest is the subject of a *bona fide* dispute; or (e) the party asserting the lien, claim, or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. 11 U.S.C. § 363(f).

23. The Assignor believes that its prepetition and postpetition lenders will consent to the Sale and Assignment pursuant to the terms set forth in the Assignment and Assumption Agreement and as set forth herein, and those parties will have the opportunity to object to the sale if they do not, in fact, consent to the sale. Furthermore, bankruptcy courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). *See*, *e.g.*, *In re Trans World Airlines, Inc.*, 2001 WL 1820325, at *3, 6 (Bankr. D. Del. Mar. 27, 2001); *Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987). Considering that any remaining objections to this Motion must be resolved by consent of the objecting party or the Court, the Assignor expects that it can satisfy at least the second and fifth subsections of section 363(f).

F. The Assignee Should be Entitled to the Protections Afforded by 11 U.S.C. § 363(m)

24. The Assignor additionally requests the Court to find that the Assignee is entitled to the protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale and Assignment. Section 363(m) of the Bankruptcy Code provides, in pertinent part:

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

11 U.S.C. § 363(m).

25. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. Although the Bankruptcy Code does not define "good faith purchaser," the Third Circuit, construing section 363(m), has stated that "the phrase encompasses one who purchases in 'good faith' and for 'value.'" *Abbotts Dairies*, 788 F.2d at 147.

26. To constitute lack of good faith, a party's conduct in connection with the sale must usually amount to "fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders." *Id.* (citing *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978); *see also In re Bedford Springs Hotel, Inc.*, 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989); *In re Perona Bros., Inc.*, 186 B.R. 833, 839 (D.N.J. 1995). Due to the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the "integrity of [an actor's] conduct during the sale proceedings." *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting *Rock Indus.*, 572 F.2d at 1198).

27. As required by section 363(m) of the Bankruptcy Code, both the Assignor and the Assignee have acted in good faith in negotiating the Sale and Assignment of the Property. There is no evidence of fraud or collusion in the terms of the Assignment and Assumption Agreement. To the contrary, as previously discussed, the Sale and Assignment will be the culmination of meaningful negotiations in which the parties were ably represented by sophisticated advisors, including counsel. The Assignee is not an insider of the Debtors as that term is defined in section 101(31) of the Bankruptcy Code, and all negotiations have been conducted on an arm's length, good faith basis.

28. All known parties with an interest in the Property will receive notice of the Sale and Assignment and will be provided an opportunity to be heard. The Assignor submits that such notice is adequate for entry of the Proposed Order and satisfies the requisite notice provisions required under section 363(b) of the Bankruptcy Code. Under the circumstances, the Assignee should be afforded the benefits and protections that section 363(m) provides to a good faith purchaser.

II. The Assumption and Assignment of the Lease Should Be Approved Under Section 365 of the Bankruptcy Code

29. Section 365(a) of the Code provides, in pertinent part, that a trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor. 11 U.S.C. § 365(a). Courts have uniformly deferred to the business judgment of a debtor to determine whether the assumption of an unexpired lease would be beneficial to the estate and is therefore appropriate under section 365(a) of the Code. *See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir 1993); *In re Taylor*, 913 F.2d 102 (3d Cir. 1990). "More exacting scrutiny would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985). The Bankruptcy Code further authorizes the debtor-in-possession to assign an assumed executory contract or unexpired lease to a third party, provided that any default under such contract or lease is cured and adequate assurance of future performance is provided. *See* 11 U.S.C. § 365(f).

30. The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes. Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J.

1989). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding adequate assurance of future performance present when the prospective assignee of a lease from the debtor has the financial resources and has expressed a willingness to devote sufficient funding to the business in order to give it a strong likelihood of succeeding; "chief determinant of adequate assurance of future performance is whether rent will be paid").

31. First, the Assignor believes that the assumption and assignment of the Lease is an exercise of the Assignor's sound business judgment. The Assignor has carefully considered the economic terms of the Lease and has determined that the assumption and assignment of the Lease will generate more value for its estate and creditors than could be generated through going forward operations. When the Lease is assigned, the Assignor will, among other things, cure all defaults under the Lease. Thereafter, the Assignor will eliminate its ongoing obligation to perform under the Lease and avoid the accrual of any administrative obligations or potential liability under the Lease, thereby providing a material benefit to the estate.

32. Second, the Landlord will be served with this Motion and will have an opportunity to object to the assumption and assignment of the Lease, including on the grounds of cure or adequate assurance of future performance. On or prior to the Delivery Date, the Assignor will pay the Cure Amount, which the Debtors believe is $[9,291.67], in order to meet all of the cure obligations required under section 365(b) of the Bankruptcy Code. The Assignor believes that the Assignee is able to demonstrate adequate assurance of future performance to the Landlord. In the event that the Landlord objects on adequate assurance of future performance

grounds, the Assignor and the Assignee will address such objection and work to resolve it at or before the hearing scheduled for November 9, 2016.

33. For the reasons stated above, the assumption and assignment of the Lease is in the best interests of the Assignor's estate and should be authorized by the Court.

REQUEST FOR WAIVER OF STAYS

34. Bankruptcy Rule 6004(h) provides, in relevant part, that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Bankruptcy Rule 6006(d) provides, in relevant part, that an "order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f) is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Assignor requests the order approving the Sale and Assignment to be effective immediately by providing that the fourteen-day stay periods under Bankruptcy Rules 6004(h) and 6006(d) are waived.

35. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h); Advisory Committee Notes to Fed. R. Bankr. P. 6006(d). Although the Bankruptcy Rules and Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the stay period, *Collier on Bankruptcy* suggests that the 14-day stay period should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to the procedure." 10 Alan N. Resnick & Henry J. Sommer, *Collier on Bankruptcy* ¶ 6004.11, ¶ 6006.04 (16th ed.). Furthermore, *Collier on Bankruptcy* provides that if an objection is filed and overruled, and the objecting party

informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

36. Promptly closing the Sale and Assignment is of critical importance to the Assignee, as evidence by the deadline for the Delivery Date. Additionally, the Assignor's restructuring efforts will be benefitted by an increase in its working capital.[4] Accordingly, the Assignor requests the Court to waive the 14-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

NOTICE

37. The Assignor will provided notice of this Motion to: (i) the U.S. Trustee; (ii) counsel to the Revolving Facility Agent; (iii) counsel to the DIP Agent; (iv) each of the counsel to the Unanimous Supporting Noteholders; (v) counsel to the prepetition Indenture Trustees; (vi) counsel to the Committee; (vii) all parties known to the Debtors who have an interest in or rights to the Property; (viii) all taxing authorities having jurisdiction over the Property; (ix) the landlord for the lease and its counsel, if known; and (x) all parties who have requested notice in these chapter 11 cases pursuant to Local Rule 2002-1. Additionally, the Assignor will instruct Hilco to provide a copy of this Motion to all parties who expressed a *bona fide* interest in acquiring the Debtors' restaurant properties during Hilco's marketing process. In light of the nature of the relief requested herein, the Assignor submit that no other or further notice is necessary.

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[4] The Debtors' DIP lenders and the prepetition Revolving Facility Agent have consented to a waiver of the waterfall provisions set forth in the Debtors' DIP credit agreement that require the proceeds from the Sale and Assignment to be applied to reduce the obligations owed to the Revolving Facility Agent.

WHEREFORE, the Debtors respectfully request the Court to grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
October 19, 2016

/s/ Elizabeth S. Justison

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EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: ROADHOUSE HOLDING INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 16-11819 (BLS) Jointly Administered **Re: Docket No. ___**

ORDER (I) AUTHORIZING AND APPROVING BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASE WITH BLAZIN WINGS, INC. FREE AND CLEAR OF ALL ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion [Docket No. ___] (the "**Motion**"), dated October 19, 2016, filed by Logan's Roadhouse, Inc. (the "**Assignor**"), one of the debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), for, among other things, the entry of an order, (i) authorizing and approving the Assignor's entry into the Bill of Sale and Assignment and Assumption of Lease attached hereto as Exhibit A (the "**Assignment and Assumption Agreement**" and the transaction set forth therein and herein, the "**Sale and Assignment**") with Blazin Wings, Inc. (the "**Assignee**"); (ii) authorizing and approving the sale of the Transferred Property[2] and the assumption and assignment of the Lease, free and clear of all Encumbrances; and (iii) granting related relief; and the Assignor, having determined that the offer by the Assignee for the Transferred Property and the Lease (the "**Property**")[3] is fair and reasonable and the highest and best; and this Court having conducted a hearing on November 9,

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

[2] Capitalized terms used but not defined herein shall have the meanings given them in the Motion or Assignment and Assumption Agreement, as applicable.

[3] References to "Property" herein shall refer to both the Transferred Property and the Lease.

2016 (the "**Sale Hearing**") to consider the approval and consummation of the Sale and Assignment pursuant to the terms and condition of the Assignment and Assumption Agreement; and this Court having considered (i) the Motion and any objections thereto, (ii) the terms of the proposed Sale and Assignment, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the full record in the Assignor's chapter 11 case (the "**Bankruptcy Case**"), including, without limitation, the record related to the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Sale and Assignment; and it appearing that the relief requested in the Motion is in the best interests of the Assignor, its estate, its creditors, and other parties in interest; and reasonable and adequate notice of the Motion, the Sale and Assignment, this Order, and the Sale Hearing has been provided to all entities required to be served in accordance with the Bankruptcy Code and the Bankruptcy Rules; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

FOUND, CONCLUDED AND DETERMINED THAT:[4]

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including, without limitation, the Property to be sold, transferred, conveyed, and/or

[4] All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

assumed and assigned pursuant to the Sale and Assignment pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Bankruptcy Case and the Motion in this District and Court is proper under 28 U.S.C. §§ 1408 and 1409.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

E. On August 8, 2016 (the "**Petition Date**"), the Assignor filed a voluntary petition under chapter 11 of the Bankruptcy Code with this Court. Since the Petition Date, the Assignor has continued to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

F. The Property constitutes property of the Assignor's estate and title thereto is vested in the Assignor's estate within the meaning of section 541(a) of the Bankruptcy Code.

G. As of the date of this Order, the Lease, a true and complete copy of which is attached hereto as Exhibit B, is in full force and effect and has not been assigned, modified or amended. The Lease constitutes the entire agreement between Landlord and Assignor with respect to the Premises.

H. Assignor has accepted, and is in possession and occupancy of the Premises, pursuant to the terms and conditions of the Lease. The primary term of the Lease is

twenty (20) years, and commenced on December 6, 2010, and ends on December 31, 2030. Tenant has three (3) options to renew the term of the Lease for periods of five (5) years each.

I. All improvements required to be furnished by the Assignor pursuant to the Lease have been completed in all respects to Landlord's satisfaction and there is no existing default or event which with the passage of time or giving of notice would be a default on the part of the Landlord or Assignor in the performance of its obligation under the Lease.

J. As represented by the Debtors, there are no tenant exclusives or use restrictions benefitting other tenants in the Shopping Center adjoining the Premises with which Assignor would be required to comply following the Delivery Date.

K. The statutory bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Rule 6004-1.

L. The Assignor has articulated good and sufficient reasons for the Court to grant the relief requested in the Motion with respect to the Sale and Assignment.

M. The notice of the Sale Hearing, including the potential assumption and assignment of the Lease, provided all interested parties with proper, timely, adequate, and sufficient notice of, and an opportunity to object to, the Sale and Assignment.

N. The Property is being transferred to Assignee on an "as is, where is" and "with all faults" basis without representation, warranties or covenants, express or implied, of any kind or nature, except for the warranty that the Assignor owns the Transferred Property and that the Property is being transferred free and clear of any liens or encumbrances as set forth in this Order.

O. The Assignment and Assumption Agreement and the Sale and Assignment contemplated thereby constitute the highest and best offer for the Property and will provide a greater recovery for the Assignor's estate than would be provided by any other available alternative. The Assignor's determination that the Assignment and Assumption Agreement constitutes the highest and best offer for the Property constitutes a valid and sound exercise of the Assignor's business judgment.

P. The Assignment and Assumption Agreement and the Sale and Assignment contemplated thereby represent a fair and reasonable offer to purchase the Property under the circumstances of the Bankruptcy Case. No other entity has offered to purchase the Property with a higher and otherwise better offer than the Assignee.

Q. Approval of the Motion and the Assignment and Assumption Agreement and the consummation of the Sale and Assignment contemplated thereby are in the best interests of the Assignor, its creditors, its estate, and other parties in interest.

R. The Assignor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale and Assignment of the Property outside the ordinary course of business.

S. The Assignee is purchasing the Property in good faith, is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and otherwise has proceeded in good faith in all respects in connection with the Sale and Assignment in that, *inter alia*: (i) the Assignee recognized that the Assignor was free to deal with any other entity interested in acquiring the Property; (ii) the Assignee has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (iii) the negotiation and execution of the

Assignment and Assumption Agreement and the Sale and Assignment was at arm's-length and in good faith.

T. The Assignor and the Assignee have not engaged in any conduct that would permit the Assignment and Assumption Agreement or the Sale and Assignment contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

U. The consideration provided by Assignee pursuant to the Assignment and Assumption Agreement is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

V. Subject to the entry of this Order, the Assignor, acting by and through its existing agents, representatives, and officers, has full corporate power and authority to execute and deliver the Assignment and Assumption Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Assignor to consummate the Sale and Assignment contemplated by the Assignment and Assumption Agreement, except as otherwise set forth in the Assignment and Assumption Agreement.

W. The Assignee has not agreed to assume and shall have no obligations with respect to any liabilities of the Assignor or its subsidiaries or Affiliates, except with respect to the payment of property taxes in accordance with section 7 of the Assignment and Assumption Agreement.

X. The transfer of the Property to the Assignee will be, as of the Delivery Date, a legal, valid, and effective transfer of such assets, and vests or will vest the Assignee with all right, title, and interest of the Assignor to the Property free and clear of all interests, including, without limitation, mortgages, restrictions, hypothecations, charges, indentures, loan

agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmen's' and other consensual and non-consensual liens, and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, without limitation, any restriction on the use, voting, transfer, receipt of income, or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including, without limitation, any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including, without limitation, any withdrawal liabilities, of the Debtors or any of the Debtors' predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, law, equity, or otherwise, including, without limitation, claims otherwise arising under doctrines of successor liability (collectively, the "**Interests or Claims**"), accruing, arising, or relating thereto any time prior to the Delievery Date; *provided* that, any such Interests or Claims encumbering all or any portion of the Property shall attach to the proceeds to be received by the

Assignor in the same order, priority and validity that such Interests or Claims had in the Property or the proceeds thereof as of the Petition Date or pursuant to any order of the Bankruptcy Court entered in the Assignor's chapter 11 case.

Y. The Assignor may sell the Property free and clear of all Interests or Claims against the Debtors, its estate, or any of the Property because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests or Claims against the Assignor, its estate, or any of the Property who did not object, or who withdrew their objections, to the Sale and Assignment or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests or Claims who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests or Claims, if any, in each instance against the Assignor, its estate, or any of the Property, attach to the proceeds of the Sale and Assignment attributable to the Property in which such creditor alleges an interest, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale and Assignment, and subject to any claims and defenses the Assignor and its estate may possess with respect thereto.

Z. If the Sale and Assignment were not free and clear of all Interests or Claims, or if the Assignee would, or in the future could, be liable for any of the Interests or Claims, the Assignee would not have entered into the Assignment and Assumption Agreement and would not consummate the Sale and Assignment, thus adversely affecting the Assignor, its estate and its creditors.

AA. The assumption and assignment of the Lease pursuant to the terms of this Order is integral to the Assignment and Assumption Agreement and is in the best interests of the

Assignor and its estate, creditors, and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Assignor.

BB. The Assignor and Assignee have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including, without limitation, sections 365(b)(1)(A) and (B) and 365(f) of the Bankruptcy Code, in connection with the Sale and Assignment to the extent provided under the Assignment and Assumption Agreement. The Assignee is able to demonstrate adequate assurance of future performance with respect to the Lease in accordance with section 365(b)(1)(C) of the Bankruptcy Code. The Lease is assumable and assignable notwithstanding any provisions contained therein to the contrary.

CC. Upon payment of $9,291.67 (the "**Cure Amount**") by the Assignor to the landlord under the Lease, all defaults under the Lease outstanding as of the Delivery Date shall be deemed cured and shall not be enforceable against the Assignee or the Property.

DD. To maximize the value of the Property, it is essential that the Delivery Date of the Sale and Assignment occurs within the time constraints set forth in the Assignment and Assumption Agreement. Time is of the essence in consummating the Sale and Assignment.

EE. Given all of the circumstances of the Bankruptcy Case and the adequacy and fair value of the purchase price under the Assignment and Assumption Agreement, the Sale and Assignment constitutes a reasonable and sound exercise of the Assignor's business judgment, is in the best interests of the Assignor, its estate, its creditors, and other parties in interest, and should be approved.

FF. The consummation of the Sale and Assignment is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code,

and all of the applicable requirements of such sections have been complied with in respect of the Sale and Assignment.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is granted and approved as set forth in this Order, and the Sale and Assignment contemplated thereby and by the Assignment and Assumption Agreement is approved as set forth in this Order.

2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved as set forth herein, and all reservations of rights included therein, are hereby overruled and denied.

Approval of the Sale of the Property

3. The Assignment and Assumption Agreement, including, without limitation, all other ancillary documents, and all of the terms and conditions thereof, and the Sale and Assignment contemplated thereby, are hereby approved in all respects.

4. The Sale and Assignment of the Property and the consideration provided by the Assignee under the Assignment and Assumption Agreement shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and other applicable law.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Assignor, acting by and through its existing agents, representatives, and officers, is authorized and empowered to take any and all actions necessary or appropriate to (a) consummate and close the Sale and Assignment, pursuant to and in accordance with the terms and conditions of the Assignment and Assumption Agreement and this Order, (b) transfer and assign all right, title, and interest (including, without limitation, common law rights) to the Property in accordance with the terms and conditions of the Assignment and Assumption Agreement and this Order, and (c) execute

and deliver, perform under, consummate, implement, and close fully the Assignment and Assumption Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Assignment and Assumption Agreement and the Sale and Assignment, including, without limitation, any ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Assignment and Assumption Agreement and such ancillary documents.

6. This Order shall be binding in all respects upon the Debtors, their estates, all of their creditors, all holders of equity interests in the Debtors, all holders of any Interests or Claims (whether known or unknown) against any Debtor, any holders of Interests or Claims against or on all or any portion of the Property, the landlord under the Lease, the Assignee and all successors and assigns of the Assignee, and any trustees, examiners, or other fiduciaries under any section of the Bankruptcy Code, if any, subsequently appointed in the Bankruptcy Case or upon a conversion to chapter 7 under the Bankruptcy Code of the Bankruptcy Case.

7. The terms and provisions of the Assignment and Assumption Agreement and this Order shall inure to the benefit of the Assignor, its estate, and its creditors, the Assignee and its respective affiliates, successors, and assigns, and any affected third parties, including, without limitation, all entities asserting any Interests or Claims in the Property to be sold to the Assignee pursuant to the Assignment and Assumption Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of Property

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, upon the Delivery Date and pursuant to the Assignment and Assumption Agreement, the Property shall be transferred to the Assignee free and clear of all Interests or Claims, with all such Interests or Claims to attach after the Delivery Date to the proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Property, subject to any claims and defenses the Debtors may possess with respect thereto.

9. On the Delivery Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Property or a bill of sale transferring good and marketable title in such Property to the Assignee. On the Delivery Date, this Order shall be construed and shall constitute for any and all purposes a full and complete and general assignment of all right, title, and interest of Assignor and its estate to the Assignee in the Lease.

10. For the avoidance of doubt, no causes of action of Assignor, including avoidance actions under chapter 5 of the Bankruptcy Code or similar state law, are being sold to or acquired by Assignee.

11. Subject to the entry of this Order and terms and conditions of this Order, the transfer of Property to the Assignee pursuant to the Assignment and Assumption Agreement or herein does not require any consents other than as specifically provided for in the Assignment and Assumption Agreement and constitutes a legal, valid, and effective transfer of the Property, and shall vest the Assignee with all of the right, title, and interest of the Assignor in and to the

Property as set forth in the Assignment and Assumption Agreement, as applicable, free and clear of all Interests or Claims of any kind or nature whatsoever.

12. All entities that are presently, or on the Delivery Date may be, in possession of some or all of the Property to be sold, transferred, or conveyed pursuant to the Assignment and Assumption Agreement are hereby directed to surrender possession of the Property to the Assignee on the Delivery Date.

13. Except as expressly permitted or otherwise specifically provided by the Assignment and Assumption Agreement or this Order, all entities holding Interests or Claims in all or any portion of the Property arising under or out of, in connection with, or in any way relating to the Debtors, the Property, or the transfer of the Property to the Assignee, hereby are forever permanently barred, estopped, and enjoined from asserting against the Assignee or their successors or assigns, their property, or the Property, such entities' Interests or Claims in and to the Property. On the Delivery Date, each creditor of the Assignor is authorized and directed to execute such documents and take all other actions as may be necessary to release Interests or Claims on the Property, if any, as provided for herein, as such Interests or Claims may have been recorded or may otherwise exist. The Sale and Assignment authorized herein shall be of full force and effect, regardless of the Assignor's lack of good standing in any jurisdiction in which the Assignor is formed or authorized to transact business.

14. Effective upon the Delivery Date and without further order of the Court, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests or Claims against or in the Property shall not have delivered to the Debtors prior to the Delivery Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases

of all Interests or Claims that the person or entity has with respect to the Property, or otherwise, then the Assignee are hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests or Claims in the Property of any kind or nature.

15. All entities are hereby forever prohibited and permanently barred, estopped, and enjoined from taking any action that would adversely affect or interfere with the ability of the Assignor to sell and transfer the Property to the Assignee in accordance with the terms of the Assignment and Assumption Agreement and this Order.

16. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, federal, state, and governmental agencies or departments, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale and Assignment.

Assignment of the Lease

17. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Delivery Date, the Assignor's assumption and assignment to the Assignee of the Lease, and the Assignee's assumption thereof on the terms set forth in the Assignment and Assumption Agreement, are hereby approved in their entirety,

and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

18. The Assignor is hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Assignee, effective upon the Delivery Date, the Lease free and clear of all Interests or Claims of any kind or nature whatsoever.

19. Upon the Delivery Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Assignee shall be fully and irrevocably vested in all right, title, and interest of the Lease.

20. The Lease shall be transferred to, and shall remain in full force and effect for the benefit of, the Assignee in accordance with its terms, notwithstanding any provision in the Lease (including, without limitation, those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

21. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and except as otherwise provided by this Order, the Assignor shall promptly pay the Cure Amount. The Landlord is forever bound by the Cure Amount as full, final, and complete satisfaction of all amounts due to cure defaults and compensate for any actual pecuniary loss suffered or incurred prior to the Delivery Date. Subject to payment of the Cure Amount, the Landlord is hereby forever permanently barred, estopped, and enjoined from taking any action against the Debtors, any of their estates, the Assignee, or the Property with respect to any claim for cure, any amount owed, outstanding obligation, or any default or breach occurring as of or prior to the Delivery Date under the Lease. The payment of the Cure Amount (if any) by the Assignee will (a) effect a cure of all defaults existing thereunder as of the date that the Lease is assumed and assigned

within the meaning of section 365(b)(1)(A) of the Bankruptcy Code or otherwise and (b) compensate for any actual pecuniary loss to the Landlord resulting from such default within the meaning of section 365(b)(1)(B) of the Bankruptcy Code or otherwise. Upon payment of the Cure Amount by the Assignor, the Debtors shall have no liabilities to the Landlord with respect to the cure of defaults or the payment of the Cure Amount. The Assignee shall have no further liabilities to the Landlord with respect to the cure of defaults, other than the Assignee's obligations under the Lease that accrue and become due and payable on or after the Delivery Date that the Lease is assumed, including, for the avoidance of doubt, the payment of any unpaid property taxes for calendar year 2016.

22. Any provisions in the Lease that prohibit or condition the assignment of the Lease or allow the Landlord to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon the assignment of the Lease constitute unenforceable anti-assignment provisions that are void and of no force or effect. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Assignor of the Lease shall not be a default thereunder. There shall be no assignment fees, increases, rent-acceleration, or any other fees charged to the Assignee or the Assignor as a result of the assumption and assignment of the Lease. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Assignor and assignment to the Assignee of the Lease have been satisfied.

23. Any entity having the right to consent to the assumption or assignment of the Lease that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

24. Upon the Delivery Date, the Assignee shall be deemed to be substituted for the Assignor as party to the Lease, and the Assignor shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Lease.

25. The Assignee is able to provide and has provided adequate assurance of future performance under the Lease within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

26. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Landlord is forever permanently barred, estopped, and enjoined from raising or asserting against the Debtors or the Assignee any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment arising under or related to the Lease existing as of the date that the Lease is assumed or arising by reason of the Delivery Date.

Additional Provisions

27. Effective upon the Delivery Date and without further order of the Court, all entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Assignee, their successors and assigns, or the Property, with respect to any (a) Interests or Claims arising under, out of, in connection with or in any way relating to the Debtors, the Assignee, the Property, or the operation of the Business or the Property prior to the Delivery Date of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Assignee, their successors or assigns, assets, or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Assignee, their successors or assigns, assets, or properties; (iii) creating,

perfecting, or enforcing any Interests or Claims against the Assignee, their successors or assigns, assets, or properties; (iv) asserting any setoff or right of subrogation or recoupment of any kind against any obligation due the Assignee or their successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Property or conduct any of the businesses operated with the Property.

28. The Assignee has given substantial consideration under the Assignment and Assumption Agreement for the benefit of the holders of any Interests or Claims. The consideration given by the Assignee shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Assignee, which releases shall be deemed to have been given in favor of the Assignee by all holders of Interests or Claims against or in the Assignor or any of the Property.

29. The recitations in this Order of specific agreements, plans, statutes, or categories thereof is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments, or obligations referred to therein.

30. Except as otherwise expressly provided in the Assignment and Assumption Agreement, no person or entity, including, without limitation, any federal, state, or local governmental agency, department, or instrumentality, shall assert by suit or otherwise against the Assignee or their successors or assigns any Interests or Claims that they had, have, or may have against the Assignor or its estate, or any liability, debt, or obligation relating to or arising from the Property, or the Assignor's operation or use of the Property, including, without

limitation, any liabilities calculable by reference to the Assignee or its assets or operations, by virtue of the consummation of the Sale contemplated by the Assignment and Assumption Agreement, and all persons and entities are hereby enjoined from asserting against the Assignee in any way any such Interests or Claims.

31. The Assignor, including, without limitation, its respective officers, employees, and agents, is hereby authorized and directed to execute such documents and do such acts as are reasonably necessary or desirable to carry out the Sale contemplated by the terms and conditions of the Assignment and Assumption Agreement and this Order. The Assignor shall be, and it hereby is, authorized to take all such actions as may be necessary to effectuate the terms of this Order.

32. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court (a) to allow the Assignee to give the Debtors any notice provided for in the Assignment and Assumption Agreement and (b) to allow the Assignee to take any and all actions permitted by the Assignment and Assumption Agreement in accordance with the terms and conditions thereof, including, without limitation, effectuating the Sale and Assignment.

33. The Sale and Assignment contemplated by the Assignment and Assumption Agreement is undertaken by the Assignee without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and Assignment shall not affect the validity of the Sale and Assignment unless such authorization and consummation of such Sale and Assignment are duly stayed pending such appeal. The Assignee is entitled to the full protections of section 363(m) of the Bankruptcy Code.

34. As a good faith purchaser of the Property, the Assignee has not colluded with any of the other bidders, potential bidders, or any other entities interested in the Property and, therefore, neither the Assignor, its estate, any successor in interest to the Assignor's estate, nor any other party in interest shall be entitled to bring an action against the Assignee or any of its Affiliates, and the Sale and Assignment of the Property may not be avoided, pursuant to section 363(n) of the Bankruptcy Code.

35. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale and Assignment.

36. The failure specifically to include any particular provisions of the Assignment and Assumption Agreement, including, without limitation, any of the documents, agreements, or instruments executed in connection therewith, in this Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of the Court that the Assignment and Assumption Agreement and each document, agreement, or instrument executed in connection therewith be authorized and approved in its entirety.

37. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

38. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in the Bankruptcy Case, the terms of this Order shall govern.

39. To the extent there are any inconsistencies between the terms of this Order and the Assignment and Assumption Agreement (including, without limitation, all ancillary documents executed in connection therewith), the terms of this Order shall govern.

40. The Assignment and Assumption Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by

the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Assignor's estate.

41. The provisions of this Order are non-severable and mutually dependent.

42. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Order shall be effective immediately upon entry, and the Assignor and the Assignee are authorized to close the Sale immediately upon entry of this Order, subject to the conditions to Delivery Date in the Assignment and Assumption Agreement.

43. In accordance with the *Third Amendment and Limited Waiver To Debtor-in-Possession Credit Agreement* (the "**DIP Limited Waiver**"), the Debtors shall retain the Net Cash Proceeds (as such term is used in the DIP Limited Waiver) of the Sale and Assignment and use such Net Cash Proceeds as set forth in the DIP Limited Waiver, subject to the terms of the *Final Order (I) Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507 and 552 Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; and (II) Granting Related Relief* [Docket No. 333] (the "**Final DIP Order**"). Any payments permitted to be made hereunder shall be subject to any applicable payment restriction imposed on the Debtors under the Final DIP Order.

44. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

45. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Assignment and Assumption Agreement, all amendments thereto, any waivers and consents thereunder, and each

of the agreements executed in connection therewith to which the Assignor is a party or which has been assigned by the Assignor to the Assignee, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale and Assignment.

Dated: ______________, 2016
Wilmington, Delaware

____
BRENDAN LINEHAN SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXECUTION VERSION

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASE

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**"), is effective as of the 19th day of October 2016, (the "**Effective Date**") by and between Logan's Roadhouse, Inc., a Tennessee corporation, located at 3011 Armory Drive #300, Nashville, Tennessee 37204 ("**Assignor**"), and Blazin Wings, Inc., a Minnesota corporation, located at 5500 Wayzata Boulevard, Suite 1600, Minneapolis, Minnesota 55416 ("**Assignee**").

WHEREAS, Assignor entered into a Ground Lease dated April 14, 2010, as amended by First Amendment to Ground Lease dated May 13, 2010, and by Certificate of Commencement dated December 7, 2010 (collectively, the "**Ground Lease**"), with 337 LOOP, LLC, a Texas limited liability company ("**Landlord**") for the premises located at 1400 North Interstate 35, New Braunfels, Texas, as more particularly described in the Lease (the "**Premises**");

WHEREAS, as of the Effective Date, the Premises consist of a parcel of land legally described as Tract 1, Industry Subdivision as per plat recorded in Volume 5, Page 287 of the Comal County, Texas Plat Records, with an approximately 6,503 square foot freestanding building (the "**Building**") and related improvements thereon;

WHEREAS, as of the Effective Date, the balance of the remaining Term of the Lease is approximately fourteen (14) years with an expiration date of December 31, 2030, and as of the Effective Date three (3) renewal options of five (5) years each are still available;

WHEREAS, subject to the terms and conditions set forth below, Assignor has agreed to assign its interest in the Lease to Assignee in consideration for Assignee's assumption of all of the terms and obligations of Assignor under the Lease.

NOW, THEREFORE, Assignor and Assignee in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Bill of Sale. Subject to entry of the Approval Order (as defined below), as of the Delivery Date (as defined below), Assignor hereby transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Improvements (as defined in the Lease) and all furniture, fixtures, equipment and other personal property located on the Premises or in the Building as of the date hereof (the Improvements and such additional personal property referred to herein as the "**Transferred Property**"), which for the avoidance of doubt shall exclude Branded Items (as hereinafter defined) and all personal property owned by third parties and held under a lease, license or similar agreement to the extent such personal property and lease, license or other agreements are listed on Exhibit B hereto (the "**Third Party Items**"). On or before the Delivery Date, Assignor shall remove all Third Party Items and all personal property and removable items branded with Assignor's trade name, logo or other branding and all signage located at, in, under and on the Premises (the "**Branded Items**").

ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNEE IS ACQUIRING THE TRANSFERRED PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT FOR THE WARRANTY THAT THE ASSIGNOR OWNS THE TRANSFERRED PROPERTY AND TRANSFERS IT FREE AND CLEAR OF ANY LIENS OR ENCUMBRANCES, WHICH WILL BE SO PROVIDED IN THE APPROVAL ORDER BY THE BANKRUPTCY COURT.

2. Assignment and Assumption of Lease. Subject to entry of the Approval Order, Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's right, title, interest and obligations in, to and under the Lease as of the Delivery Date and Assignee assumes all of the foregoing to the extent accruing from and after the Delivery Date.

As of the Delivery Date, Assignor will assign the recorded Memorandum of Lease to Assignee.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNEE IS ACQUIRING ASSIGNOR'S RIGHT, TITLE AND INTEREST IN THE PREMISES ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

3. Representations and Warranties by Assignor. As of the Effective Date, Assignor represents and warrants to Assignee, to the actual knowledge of Nishant Machado (Co-CRO of Operations) and Maria Rivera (Chief Operating Officer), as follows:

(a) A true and complete copy of the Lease and all amendments are attached hereto as Exhibit A.

(b) The Lease is in full force and effect and Assignor has not subleased any portion of the Premises and has not transferred or assigned, whether outright or by collateral assignment, all or any portion of its rights under the Lease. The Lease constitutes the entire agreement between Landlord and Assignor with respect to the Premises.

(c) Assignor has accepted, and is in possession and occupancy of the Premises, pursuant to the terms and conditions of the Lease. The primary term of the Lease is twenty (20) years, and commenced on December 6, 2010, and ends on December 31, 2030. Tenant has three (3) options to renew the term of the Lease for periods of five (5) years each.

(d) Construction of the Improvements has been completed and fully paid for and no party has the basis for a claim of a lien thereon.

(e) Assignor has received no notice of a violation of any application law, statute, code or regulation, including those related to Hazardous Materials as described in Section 26(a) of the Lease. Assignor has no knowledge of any such violation or the presence of any Hazardous Materials in, on or under the Premises or Building and all asbestos located in the Building as described in the Environmental Reports (as defined in the First Amendment to Ground Lease) has been fully removed from the Building.

(f) Attached hereto as Exhibit D is a true and correct statement of the book value of Tenant's Improvements and the amortization thereof as described in Section 31 of the Lease.

(g) Assignor is not aware of any tenant exclusives or use restrictions benefitting other tenants in the Shopping Center adjoining the Premises with which Assignor would be required to comply.

4. Bankruptcy Court Approval Contingency. On or before October 19, 2016, Assignor shall file a motion with the Bankruptcy Court requesting entry of an order approving this Assignment (the "**Approval Order**," which shall be substantially in the form attached hereto as Exhibit C, subject to any other amendments or modification thereto as agreed to by the parties in their reasonable discretion), subject to higher and better offers for the Transferred Property. If Assignor fails to file a motion for the Approval Order and provide evidence thereof to Assignee by October 19, 2016, Assignee shall have the right to terminate this Agreement by written notice to Assignor. If the Approval Order has not been entered by November 18, 2016 (or such later date that the parties mutually agree to in their reasonable discretion) this Assignment shall automatically terminate and neither party shall have further liability hereunder.

5. Delivery Date and Removal of Personal Property by Assignor. Within five (5) days after the entry of the Approval Order, Assignor shall deliver possession of the Premises to Assignee (the "**Delivery Date**"). Prior to the Delivery Date, Assignor shall remove all Branded Items from the Premises.

6. Consideration. On or prior to the Delivery Date, Assignee shall pay to Assignor the sum of Five Hundred Six Thousand Five Hundred and 00/100 Dollars ($506,500.00). Assignor shall pay in full all amounts necessary to cure any defaults under the Lease as required by the Approval Order prior to or on the Delivery Date.

7. Tax Proration. Assignor and Assignee will prorate the Taxes (as defined in the Lease) and any personal property taxes related to the Transferred Property due for the calendar year in which the Delivery Date occurs based on actual days in such year, and the prorated amount shall be credited against or added to the consideration set forth in Section 7 above, which proration will result in a credit or payment to Assignor or Assignee, as appropriate, based on what tax installments have been paid and to what periods of time those payments relate. To the extent that any tax payment that is the subject of this section 7 is required to be paid on or prior to the Delivery Date, such amount shall be paid by Assignor, and to the extent that any such tax

payment is required to be paid after the Delivery Date, such amount shall be assumed and paid by Assignee.

8. Miscellaneous Provisions.

(a) The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Assignment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

(c) This Assignment, or a memorandum hereof, may be recorded, at Assignee's expense, in the appropriate land records, and Assignee agrees to promptly execute and deliver to Assignor, any and all such documents in connection therewith upon request by Assignor.

(d) All defined terms not otherwise defined herein shall have the same meaning as defined in the Lease.

(e) Any notice, request, demand, consent, approval or other communication required or permitted under this Assignment, shall be in writing and shall be deemed to have been received (a) when delivered by reputable courier service, one (1) business day after such item is deposited for overnight delivery with Federal Express or other generally recognized overnight courier, and (b) addressed to the appropriate party hereto as specified in the preamble set forth above herewith.

(f) This Assignment shall be construed, interpreted, and enforced pursuant to the applicable laws of the state in the same manner as provided in the Lease.

(g) Any representation or warranty made herein by either party shall terminate and be without force and effect following the Delivery Date.

9. Authority. Each of Landlord and Tenant hereby represents and warrants for itself that the person signing this Assignment on its behalf is duly authorized to execute and deliver this Assignment on behalf of the business entity, and that this Assignment is binding upon the business entity, subject to approval of the Bankruptcy Court, in the case of Assignor.

10. Brokerage. Assignor shall be responsible for payment of any and all broker commissions or fees due to Hilco Global, Assignor's representative, pursuant to a separate brokerage agreement. Assignor and Assignee each hold harmless and indemnify each other from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Assignment or the negotiation thereof.

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment and Assumption of Lease.

ASSIGNOR:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: ______________________
Name: NISHANT MACHADO
Its: CRO

ASSIGNEE:

BLAZIN WINGS, INC.,
a Minnesota corporation

By: ______________________
Name: ______________________
Its: ______________________

[Signature Page to Assignment and Assumption Agreement]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment and Assumption of Lease.

ASSIGNOR:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By:______________________________
Name:____________________________
Its:______________________________

ASSIGNEE:

BLAZIN WINGS, INC.,
a Minnesota corporation

By: [signature]
Name: James M. Schmidt
Its: Vice President

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[Signature Page to Assignment and Assumption Agreement]

EXHIBIT A

Lease

(see attached)

[EXHIBIT INTENTIONALLY OMITTED FROM FILING VERSION]

EXHIBIT B

Third Party Items
Personal Property Owned by Third Parties

- **Dish machine**
- **Coffee/Tea Urns and Coke Equipment**
- **Jukebox**
- **Beer specific neon's**
- **DISH equipment**
- **IT equipment**
- **Brinks safe**

EXHIBIT C

Form of Approval Order

(see attached)

[EXHIBIT INTENTIONALLY OMITTED FROM FILING VERSION]

EXHIBIT D

Book Value Statement of Tenant's Improvements

(see attached)

Sys No	AC	Loc	Cl	Life	Description	In Svc Date	Acq Date	Asset Acct	Acquqired Value	Thru Date	Accum Acct	Cur. Accum Depr	Net Book Value	Est Life	Rem Life
010118	A	500	LH	30 to	Leasehold Improvements:	12/06/10	12/06/10	2460	1,606,202.57	09/28/16	2560	274,129.70	1,332,072.87	35 00	29 02
010119	A	500	CE	03 yrs	Computer Equipment:	12/06/10	12/06/10	2440	34,411.78	09/28/16	2540	34,181.28	230.50	03 00	00 00
010120	A	500	FF	10 yrs	Signs - External	12/06/10	12/06/10	2440	59,861.60	09/28/16	2540	35,253.82	24,607.78	10 00	04 02
010121	A	500	FF	08 yrs	Blinds	12/06/10	12/06/10	2440	2,762.54	09/28/16	2540	2,012.16	750.38	08 00	02 02
010122	A	500	FF	15 yrs	Fire & Security System	12/06/10	12/06/10	2440	15,075.16	09/28/16	2540	5,856.11	9,219.05	15 00	09 02
010124	A	500	FF	10 yrs	Phone System	12/06/10	12/06/10	2440	5,652.01	09/28/16	2540	3,293.38	2,358.63	10 00	04 02
010125	A	500	FF	10 yrs	Safe	12/06/10	12/06/10	2440	1,135.87	09/28/16	2540	661.87	474.00	10 00	04 02
010126	A	500	FF	10 yrs	Signs - Internal	12/06/10	12/06/10	2440	8,754.53	09/28/16	2540	5,101.19	3,653.34	10 00	04 02
010127	A	500	FF	05 yrs	TV / Sound System	12/06/10	12/06/10	2440	20,805.41	09/28/16	2540	20,805.41	0.00	05 00	00 00
010128	A	500	EQ	08 yrs	Water Treatment	12/06/10	12/06/10	2440	2,356.97	09/28/16	2540	1,716.73	640.24	08 00	02 02
010129	A	500	EQ	10 yrs	Beverage - Beer & Bar Setup	12/06/10	12/06/10	2440	17,997.74	09/28/16	2540	10,487.13	7,510.61	10 00	04 02
010130	A	500	EQ	10 yrs	Beverage - Counter	12/06/10	12/06/10	2440	2,249.91	09/28/16	2540	1,320.74	929.17	10 00	04 02
010131	A	500	EQ	10 yrs	Beverage - Counter	12/06/10	12/06/10	2440	1,761.69	09/28/16	2540	1,034.16	727.53	10 00	04 02
010132	A	500	EQ	08 yrs	Beverage Freezer - Frozen Drink Machine	12/06/10	12/06/10	2440	9,010.20	09/28/16	2540	6,576.43	2,433.77	08 00	02 02
010133	A	500	EQ	03 yrs	Booster Water Heater	12/06/10	12/06/10	2440	1,779.29	09/28/16	2540	1,779.29	0.00	03 00	00 00
010134	A	500	EQ	08 yrs	Cheesemelter	12/06/10	12/06/10	2440	2,019.75	09/28/16	2540	1,471.12	548.63	08 00	02 02
010135	A	500	EQ	10 yrs	Dish Table / Washing	12/06/10	12/06/10	2440	5,667.56	09/28/16	2540	3,302.46	2,365.10	10 00	04 02
010136	A	500	EQ	10 yrs	Dish Table / Washing	12/06/10	12/06/10	2440	3,005.01	09/28/16	2540	1,751.00	1,254.01	10 00	04 02
010137	A	500	EQ	06 yrs	Freezer - Glass Froster	12/06/10	12/06/10	2440	6,052.65	09/28/16	2540	5,894.18	158.47	06 00	00 01
010138	A	500	EQ	08 yrs	Freezer - Ice Machine	12/06/10	12/06/10	2440	12,134.98	09/28/16	2540	8,912.89	3,222.09	08 00	02 02
010139	A	500	EQ	06 yrs	Freezer - Other	12/06/10	12/06/10	2440	629.93	09/28/16	2540	613.44	16.49	06 00	00 02
010140	A	500	EQ	06 yrs	Freezer - Reach In: Icream Cabinet / Jerk Box - Under Co	12/06/10	12/06/10	2440	3,727.02	09/28/16	2540	3,629.43	97.59	06 00	00 02
010141	A	500	EQ	15 yrs	Freezer - Walk In / Meat	12/06/10	12/06/10	2440	18,876.26	09/28/16	2540	7,332.72	11,543.54	15 00	09 02
010142	A	500	EQ	15 yrs	Freezer - Walk In / Meat	12/06/10	12/06/10	2440	13,336.02	09/28/16	2540	5,180.54	8,155.48	15 00	09 02
010143	A	500	EQ	08 yrs	Fryer - Cooking	12/06/10	12/06/10	2440	2,842.62	09/28/16	2540	2,074.58	768.04	08 00	02 02
010144	A	500	EQ	08 yrs	Fryer - Cooking	12/06/10	12/06/10	2440	5,381.54	09/28/16	2540	3,919.72	1,461.82	08 00	02 02
010146	A	500	EQ	08 yrs	Grill - Char Broiler	12/06/10	12/06/10	2440	6,499.68	09/28/16	2540	4,734.15	1,765.53	08 00	02 02
010147	A	500	EQ	08 yrs	Grill - Char Broiler	12/06/10	12/06/10	2440	8,026.82	09/28/16	2540	5,853.87	2,172.95	08 00	02 02
010148	A	500	EQ	08 yrs	Heated Holding Cabinet: Bread or Potato Warmer	12/06/10	12/06/10	2440	2,267.19	09/28/16	2540	1,651.35	615.84	08 00	02 02
010149	A	500	EQ	08 yrs	Heated Holding Cabinet: Bread or Potato Warmer	12/06/10	12/06/10	2440	2,647.17	09/28/16	2540	1,928.13	719.04	08 00	02 02
010150	A	500	EQ	08 yrs	Kettle	12/06/10	12/06/10	2440	4,821.82	09/28/16	2540	3,511.98	1,309.84	08 00	02 02
010151	A	500	EQ	08 yrs	Meat Grinder	12/06/10	12/06/10	2440	3,032.52	09/28/16	2540	2,208.80	823.72	08 00	02 02
010152	A	500	EQ	08 yrs	Meat Saw	12/06/10	12/06/10	2440	4,609.55	09/28/16	2540	3,511.21	1,098.34	08 00	02 02
010153	A	500	EQ	08 yrs	Mixer	12/06/10	12/06/10	2440	7,402.51	09/28/16	2540	5,391.72	2,010.79	08 00	02 02
010154	A	500	EQ	08 yrs	Oven - Convection	12/06/10	12/06/10	2440	4,593.33	09/28/16	2540	3,345.65	1,247.68	08 00	02 02
010155	A	500	EQ	08 yrs	Oven - Convection	12/06/10	12/06/10	2440	8,832.48	09/28/16	2540	6,433.28	2,399.20	08 00	02 02
010156	A	500	EQ	08 yrs	Oven - Cook & Hold - Alto Shaam	12/06/10	12/06/10	2440	7,582.35	09/28/16	2540	5,775.67	1,806.68	08 00	02 02
010157	A	500	EQ	03 yrs	Microwave Ovens	12/06/10	12/06/10	2440	2,779.53	09/28/16	2540	2,779.53	0.00	03 00	00 00
010158	A	500	EQ	06 yrs	Refrigerator: Beer Cooler	12/06/10	12/06/10	2440	3,937.71	09/28/16	2540	3,834.59	103.12	06 00	00 02
010159	A	500	EQ	06 yrs	Refrig. - Other Types	12/06/10	12/06/10	2440	3,432.96	09/28/16	2540	3,343.07	89.89	06 00	00 02
010160	A	500	EQ	06 yrs	Refrig. - Other Types	12/06/10	12/06/10	2440	4,449.50	09/28/16	2540	4,332.97	116.53	06 00	00 02
010161	A	500	EQ	06 yrs	Refrig. - Other Types	12/06/10	12/06/10	2440	1,653.26	09/28/16	2540	1,609.96	43.30	06 00	00 02
010162	A	500	EQ	06 yrs	Refrigerator: Pass Thru - 1 Section	12/06/10	12/06/10	2440	4,246.92	09/28/16	2540	4,135.71	111.21	06 00	00 02
010163	A	500	EQ	06 yrs	Refrigerator: Reach In or Under Counter	12/06/10	12/06/10	2440	6,909.54	09/28/16	2540	6,728.61	180.93	06 00	00 02
010164	A	500	EQ	15 yrs	Refrigerator: Visual Beer	12/06/10	12/06/10	2440	14,870.92	09/28/16	2540	5,776.81	9,094.11	15 00	09 02
010166	A	500	EQ	10 yrs	Shelves: Wire (Freezers and Refrigerators)	12/06/10	12/06/10	2440	3,681.28	09/28/16	2540	2,145.07	1,536.21	10 00	04 02
010167	A	500	EQ	03 yrs	Slicer	12/06/10	12/06/10	2440	1,668.28	09/28/16	2540	1,668.28	0.00	03 00	00 00
010168	A	500	EQ	10 yrs	Stainless Steel Package: All Items Not individually Listed	12/06/10	12/06/10	2440	5,056.56	09/28/16	2540	2,946.45	2,110.11	10 00	04 02
010169	A	500	EQ	10 yrs	Stainless Steel Package: Sinks & Plumbing	12/06/10	12/06/10	2440	8,202.12	09/28/16	2540	4,779.31	3,422.81	10 00	04 02
010170	A	500	EQ	10 yrs	Stainless Steel Pkg: Tables / Counters / Shelves / Racks	12/06/10	12/06/10	2440	34,722.88	09/28/16	2540	20,232.77	14,490.11	10 00	04 02
010172	A	500	FF	06 yrs	Bar Stools - Restaurant	12/06/10	12/06/10	2440	4,146.27	09/28/16	2540	4,037.74	108.53	06 00	00 01
010173	A	500	FF	06 yrs	Chairs - Restaurant	12/06/10	12/06/10	2440	4,671.17	09/28/16	2540	4,548.81	122.36	06 00	00 02
010174	A	500	FF	08 yrs	Booths - Restaurant	12/06/10	12/06/10	2440	36,970.69	09/28/16	2540	26,928.20	10,042.49	08 00	02 02
010175	A	500	FF	08 yrs	Tables - Restaurant	12/06/10	12/06/10	2440	16,731.25	09/28/16	2540	12,186.49	4,544.76	08 00	02 02
010176	A	500	FF	08 yrs	Furniture & Fixture: Hostess Stand, Menu Holders, etc....	12/06/10	12/06/10	2440	2,955.78	09/28/16	2540	2,152.87	802.91	08 00	02 02
010308	A	500	FF	10 yrs	Jukebox	12/27/10	12/27/10	2440	5,053.18	09/28/16	2540	2,905.59	2,147.59	10 00	04 03
010309	A	500	FF	05 yrs	Television: 40"	12/27/10	12/27/10	2440	2,951.28	09/28/16	2540	2,951.28	0.00	05 00	00 00
013282	A	500	FF	05 yrs	Televisions: (4) 55"	03/26/12	03/26/12	2440	11,229.89	09/28/16	2540	10,106.92	1,122.97	05 00	00 06
014908	A	500	EQ	03 yrs	Toaster - Bun	12/24/12	12/24/12	2440	1,119.71	09/28/16	2540	1,119.71	0.00	03 00	00 00
017528	A	500	EQ	06 yrs	Refrigerator: Prep Counter - Custom Breading Station	02/14/14	03/24/14	2440	5,438.87	09/28/16	2540	2,405.66	3,033.21	06 00	03 04
018018	A	500	CE	03 yrs	Computer Equipment: Router Upgrade	05/25/14	04/28/14	2440	3,312.46	09/28/16	2540	2,654.21	658.25	03 00	00 07
018461	A	500	CE	03 yrs	Computer Equipment: Barcode Reader	03/14/14	05/26/14	2440	474.06	09/28/16	2540	407.22	66.84	03 00	00 05
018959	A	500	EQ	03 yrs	Dough Cutter	08/25/14	08/04/14	2440	2,638.36	09/28/16	2540	1,894.20	744.16	03 00	00 10

019615	A	500	FF	10 yrs	Signs - External: To Go Parking Signs	11/08/14	12/01/14	2440	565.92	09/28/16	2540	107.74	458.18	10 00	08 01
020039	A	500	EQ	03 yrs	Fryer - Grease Filter	02/11/15	02/02/15	2440	1,722.02	09/28/16	2540	949.32	772.70	03 00	01 04
020636	A	500	CS	03 yrs	Computer Software: Squirrel V8 Upgrade	02/17/15	03/30/15	2440	3,659.54	09/28/16	2540	2,026.71	1,632.83	03 00	01 04
020882	A	500	LH	30 to	Leasehold Improvements: Parking Lot - Asphalt Repairs	03/02/15	06/01/15	2460	30,394.44	09/28/16	2560	1,567.18	28,827.26	30 07	29 00
020895	A	500	EQ	06 yrs	Refrigerator: Beer Cooler: Compressor	05/20/15	06/01/15	2440	2,054.04	09/28/16	2540	576.71	1,477.33	05 00	03 07
021239	A	500	CE	03 yrs	Computer Equipment: Printers	03/26/15	06/29/15	2440	292.73	09/28/16	2540	153.88	138.85	03 00	01 05
021782	A	500	FF	05 yrs	Televisions: 55" (Table 100)	12/11/15	11/26/15	2440	1,940.41	09/28/16	2540	328.38	1,612.03	05 00	04 02
022039	A	500	FF	10 yrs	Jukebox: Jukebox MusicBox	10/15/15	11/26/15	2440	660.56	09/28/16	2540	132.11	528.45	05 00	04 00
022551	A	500	EQ	03 yrs	Salad Spinner	04/11/16	03/31/16	2440	2,008.64	09/28/16	2540	334.77	1,673.87	03 00	02 06
022670	A	500	FF	05 yrs	Televisions: 55: Dining Area	05/04/16	04/28/16	2440	1,947.42	09/28/16	2540	164.78	1,782.64	05 00	04 07
022712	A	500	EQ	15 yrs	Refrigerator: Visual Beer - Evaporator	04/25/16	04/28/16	2440	2,054.36	09/28/16	2540	205.43	1,848.93	05 00	04 06
022844	A	500	LH	06 yrs	Water Heater	05/31/16	05/26/16	2460	9,529.69	09/28/16	2560	549.79	8,979.90	06 00	05 08
									2,173,940.23			638,346.12	1,535,594.11		

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EXHIBIT B

LEASE

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GROUND LEASE

THIS GROUND LEASE, dated as of the day of April 14, 2010 (the "Effective Date"), by and between **337 LOOP LLC**, a Texas limited liability company (hereinafter called "Landlord"), and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation (hereinafter called "Tenant");

WITNESSETH:

1. Premises and Term. In consideration of the obligation of Tenant to pay Rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land described as Tract 1, Industry Subdivision as per plat recorded in Volume 5, Page 287 of the Comal County, Texas Plat Records, located at 1400 IH 35 North, New Braunfels, Texas 78130, as shown on the survey dated November 12, 2009, prepared by Drew A. Mawyer, R.P.L.S. ("Landlord's Survey"), attached hereto as **Exhibit "A-1"**, and made a part hereof by this reference (hereinafter called the "Land"), and together with any buildings and other improvements erected thereon by Tenant or its successors or assigns (hereinafter collectively called the "Improvements") (the Land and the Improvements being hereinafter collectively called the "Premises"), TO HAVE AND TO HOLD the same for an initial term of twenty (20) years (hereinafter called the "Initial Term"), as the same may be extended as provided below. This Lease shall be effective from the date hereof but the Initial Term shall commence on the Rent Commencement Date, as hereinafter defined, and shall expire the last day of the month in which the twentieth (20th) anniversary of the Rent Commencement Date occurs.

2. Extension Options. So long as no "Event of Default" (as hereinafter defined) exists at the expiration of the Initial Term or any applicable "Extension Term" (as hereinafter defined), Tenant shall have the right and option to extend the term of this Lease for three (3) consecutive terms of five (5) years each (each such term being hereinafter individually called an "Extension Term"), with the first Extension Term to begin upon the expiration of the Initial Term and each subsequent Extension Term to begin upon the expiration of the immediately preceding Extension Term. All of the terms, provisions and covenants of this Lease shall apply

to each Extension Term, and the execution of any additional documentation shall not be required. Tenant must exercise each such option for an Extension Term by delivering to Landlord written notice of its election to extend no later than one hundred twenty (120) days prior to the expiration of the Initial Term, as to the exercise of the option for the first Extension Term, and no later than one hundred twenty (120) days prior to the expiration of the immediately preceding Extension Term as to the exercise of the options for the subsequent Extension Terms. Failure to timely deliver such written notice shall constitute a waiver of such right to extend the term of this Lease. Furthermore, Tenant shall have the right to exercise its option for the second and subsequent Extension Terms only if it has exercised its option for the immediately preceding Extension Term.

3. Rent.

(a) Tenant, in consideration of the leasing of the Premises to Tenant by Landlord, hereby covenants and agrees to pay to Landlord the following base rent (hereinafter called the "Base Rent") as, when and in the manner herein provided and subject to the terms, provisions and conditions herein set forth:

(i) Commencing on the "Rent Commencement Date," which shall be the date which is the earlier of (i) Tenant's opening of the Premises to the public for business, or (ii) thirty (30) days following Tenant's receipt of a final certificate of occupancy, or (iii) February 1, 2011, during the term of the Lease, including the Extension Terms, if Tenant shall elect to extend the Initial Term, Tenant shall pay a Base Rent as follows:

Years 1-5	$100,000.00 per year ($ 8,333.33 per month)
Years 6-10	$111,500.00 per year ($ 9,291.67 per month)
Years 11-15	$139,150.00 per year ($11,595.83 per month)
Years 16-20	$153,065.00 per year ($12,755.42 per month)
Years 21-25 (1st renewal term)	$168,371.50 per year ($14,030.96 per month)
Years 26-30 (2nd renewal term)	$185,208.65 per year ($15,434.05 per month)
Years 31-35 (3rd renewal term)	$203,729.51 per year ($16,977.46 per month)

(b) All Base Rent shall be payable in equal monthly installments in advance on the first day of each month with Base Rent for any partial month to be prorated on a daily basis.

(c) All payments of Base Rent or any other sums due hereunder shall be made to Landlord at the same address provided herein for notices to Landlord or to such other address as Landlord may direct by written notice to Tenant.

(d) Landlord agrees upon request of Tenant to execute, in recordable form, a written (i) Memorandum of Lease in the form attached hereto and incorporated herein by reference as **Exhibit "B"** and (ii) Statement of Commencement of Lease Term in the form attached hereto and incorporated herein by reference as **Exhibit "C"**. Tenant may file the Memorandum of Lease at any time following the expiration of the Due Diligence Period (as hereinafter defined). Notwithstanding anything contained herein to the contrary, Tenant's obligation to pay Base Rent hereunder is specifically contingent upon Landlord providing Tenant, prior to the expiration of the Due Diligence Period, with a fully signed Subordination, Non-disturbance and Attornment Agreement (the "SNDA"), in the form attached hereto and incorporated herein by reference as **Exhibit "D"**, from any mortgagee of the Premises to whom a mortgage has been granted by Landlord, Landlord agrees not to further mortgage or encumber the fee until after the Memorandum of Lease has been placed of record. Should Landlord fail to deliver an SNDA from the holder of each mortgage prior to the expiration of the Due Diligence Period, Tenant may terminate this Lease and Landlord shall reimburse Tenant for all of Tenant's reasonable out of pocket third party costs incurred in connection with this Lease, including, but not limited to architect's fees, engineer's fees, surveyor's fees, and attorney's fees up to $50,000.00, and the parties shall be released from further liability hereunder and this Lease shall be null, void and of no further force or effect.

(e) All sums of money becoming due and payable by Tenant to Landlord under the terms of this Lease in addition to the Base Rent, including the Additional Rent as defined in Section 20(a), constitute additional rental hereunder (the Base Rent and the Additional Rent are hereinafter sometimes collectively referred to as the "Rent"). Landlord will have the same remedies for default in the payment of Additional Rent as are available to Landlord in the case of a default in the payment of Base Rent. Tenant must pay all Rent and other sums of money as shall become due from and payable by Tenant to Landlord under this Lease at the times and in the manner herein provided, without deduction, offset, counterclaim, abatement, prior notice or demand, unless such deduction or offset is expressly permitted by the terms of this Lease.

(f) The Base Rent payable to Tenant hereunder is a "net" rental from which there may be no deductions whatsoever by Tenant unless such deduction or offset is expressly permitted by the terms of this Lease. Subject to the terms of this Lease, Tenant shall be responsible for all Taxes, utilities, insurance costs, maintenance, repair and rebuilding costs and Tenant's operating and capital expenses related to the Premises.

4. Construction.

(a) On or before the expiration or earlier termination of the Due Diligence Period, Landlord shall deliver the Land to Tenant with all of Landlord's Obligations (hereinafter defined) completed to Tenant's reasonable satisfaction. The term "Landlord's Obligations" is defined as and shall be limited to providing any environmental remediation work Landlord elects to perform pursuant to Section 5(c) below. Tenant shall be responsible for obtaining at Tenant's sole cost and expense a Stormwater Pollution Prevention Plan issued by the Texas Commission on Environmental Quality in connection with Tenant's demolition and construction activities on the Land. Landlord has no obligation to demolish the existing improvements on the Premises or to prepare the site for construction of the Improvements by Tenant. Upon completion of Landlord's Obligations and delivery of the same to Tenant, Landlord will deliver written notice of the same to Tenant (the "Delivery Notice"), the date of such notice referred to herein as the Premises Delivery Date. Tenant will have fifteen (15) days after notification to confirm that all of Landlord's Obligations have been accomplished or raise specific objections. Landlord will remedy all material objections within five (5) business days after written notice from Tenant. If Landlord remedies Tenant's material objections, Tenant will have ten (10 days to confirm accomplishment of Landlord's Obligations. If Landlord's Obligations remain incomplete, Tenant may elect to: (i) complete Landlord's Obligations at Landlord's sole cost and expense; or (ii) terminate this Lease. In the event Tenant elects to complete such obligations on Landlord's behalf, Landlord shall reimburse Tenant for the reasonable costs of completion within fifteen (15) days following receipt of an invoice from Tenant requesting same. In the event Landlord fails to reimburse Tenant for such costs within such 15-day period, Tenant may offset such costs for the Base Rent due hereunder until such costs are collected in full.

Notwithstanding anything contained herein to the contrary, if Tenant fails to object to Landlord's Obligations following receipt of the Delivery Notice, the Premises Delivery Date shall be deemed to be fifteen (15) days following Tenant's receipt of the Delivery Notice, otherwise, the Premises Delivery Date shall be the date Landlord's Obligations are complete and accepted or deemed accepted by Tenant.

(b) After the expiration of the Due Diligence Period, Tenant covenants and agrees to commence and complete (i) demolition of the existing building and other improvements on the Premises and (ii) construction of Tenant's Improvements which shall consist of a new prototype restaurant building (containing approximately 6,500 square feet) with parking, landscaping and similar related improvements, all within the boundaries of the Premises. The Improvements shall be constructed in a good and workmanlike manner in accordance with sound engineering and building practices utilizing quality materials and in compliance with all governmental laws, ordinances, and regulations, all at Tenant's expense.

(c) Intentionally omitted.

(d) Intentionally omitted.

(e) In connection with the construction, repair or maintenance of the Improvements, Tenant covenants and agrees with Landlord that Tenant will not permit or suffer to be filed or claimed against Landlord or against the Premises or any building or improvement constructed thereon any mechanics', materialmen's or similar lien. In the event any such lien shall be filed, Tenant shall, at its own expense, cause the same to be canceled or bonded and discharged of record within thirty (30) days after the filing thereof, provided that Tenant shall have the right to contest the validity or amount thereof so long as such lien is discharged of record by bonding or any other method permitted by law. In the event Tenant fails to timely discharge any such liens by payment or bond, Landlord may (but shall not be obligated to) pay the amount of such lien or discharge the same by bonding, and the amount so paid or the costs of such bond shall be deemed to be additional rent due hereunder and shall be due and payable with the next installment of rent thereafter becoming due. Tenant hereby indemnifies and agrees to hold Landlord harmless from any loss, liability or expense including reasonable attorneys' fees incurred or suffered by Landlord as a result of any such lien. Nothing contained herein shall be

deemed or construed as an agreement by Landlord to be responsible for the costs of the construction, repair or maintenance of any improvements to be made to the Premises by the Tenant hereunder or to subject the interest of the Landlord in the Premises to any mechanics' or materialmen's lien or liens resulting from such costs; and the Tenant shall not have the power to subject the interest of Landlord in the Premises to any such lien.

(f) All Improvements shall be subject to approval by Landlord with such approval not to be unreasonably withheld, conditioned or delayed. Tenant must provide Landlord with a complete set of construction drawings within sixty (60) days following the expiration of the Due Diligence Period (as hereinafter defined) for Landlord's comment. Comments suggesting modifications to Tenant's prototypical building, including materials, signage or trade dress, shall be deemed unreasonable. Tenant shall have the final discretion to approve variations of the plans and specifications imposed by Landlord. Landlord agrees that it will return comments within fifteen (15) days of receipt of plans, otherwise, such plans shall be deemed approved as submitted.

5. <u>Conditions; Tenant's Due Diligence</u>.

(a) The parties acknowledge and agree that this Lease shall be contingent upon the satisfaction or waiver by Tenant of the following conditions:

(i) Not later than sixty (60) days from the satisfaction of the Environmental Contingency, Tenant shall obtain at Tenant's expense, an update of Landlord's Survey so the same will be sufficient in form, content and detail to remove any standard survey exception from Tenant's title insurance commitment. The updated Landlord's Survey shall be used as the final description of the Premises for purposes of this Lease. Tenant shall during such sixty (60) day time period, at Tenant's expense, obtain a commitment or binder for an TLTA form of leasehold owner's policy of title insurance (the "Title Commitment") issued by a title company of Tenant's choice (the "Title Company"). Landlord shall furnish an affidavit of title covering mechanics' and materialmen's liens and any other documents required or appropriate for the issuance of a leasehold owner's title insurance policy covering the Premises. The amount of such policy shall be determined by Tenant in accordance with the requirements of said title insurance company and the premiums for any policy issued pursuant to the title insurance commitment together with

any other costs or fees shall be the responsibility of and borne by the Tenant. If the Title Commitment discloses any encumbrances or other matters affecting title (including mineral interests) not satisfactory to Tenant, Tenant shall notify Landlord no later than thirty (30) days following Tenant's receipt of the Title Commitment, and Landlord shall have thirty (30) days from the date of Tenant's notice of such defects to make a good faith effort to cure such defects. If such defects cannot be cured within said thirty (30) days, Tenant may, at its election, take the title as it then is or, during the Due Diligence Period (hereinafter defined), Tenant may terminate this Lease, in which case the parties shall be released from any further liability hereunder and this Lease shall thereafter be null and of no further force and effect. Landlord shall not record any liens or encumbrances between the date of the Title Commitment and the recording of the Memorandum of Lease without providing prior notice to Tenant.

(ii) Tenant shall have one hundred twenty (120) days from the satisfaction of the Environmental Contingency to determine whether the development and use of the Premises is physically and economically feasible as determined by Tenant in its sole discretion and in which to obtain all necessary permits for the development and use of the Premises (the "Due Diligence Period"). Upon expiration of the initial one hundred twenty (120) days of the Due Diligence Period, Tenant, at Tenant's option, shall have two (2) thirty (30) day extensions of the Due Diligence Period, which may be exercised by Tenant by the giving of notice to Landlord prior to the end of the then applicable Due Diligence Period. Tenant may terminate this Lease for any reason, or no reason at all, at any time within the Due Diligence Period, including any extension thereof.

Tenant may exercise this termination right by providing written notice of such termination to Landlord, in which event this Lease shall be null and void and neither party shall have any further rights or obligations hereunder, or Tenant may waive any one or more of such conditions by written notice to Landlord and proceed hereunder. The commencement of construction of the Improvements shall be conclusive evidence that Tenant has waived its right to terminate this Lease and has elected to proceed hereunder.

(b) In order to facilitate and expedite Tenant's investigation of the Premises, Landlord will deliver the following documents to Tenant within ten (10) days following the Effective Date. The cost of all items in this subsection (b) shall be paid by Landlord:

(i) Intentionally omitted;

(ii) Landlord's Survey;

(iii) Copies of any title policies and exception documents applicable to the Premises in Landlord's possession; and

(iv) Any additional pertinent information about which Landlord may have actual knowledge (without any duty of investigation) regarding soils conditions (including a copy of any soils reports); restrictive zoning, easements or covenants; special requirements or governing statutes concerning property usage, liquor controls, property zoning and use, handicap, landscape, signage, and/or the like; anticipated city, state and health permitting status and procedures.

(c) Environmental Contingency. Within thirty (30) days from the Effective Date, Tenant will cause a Phase I Environmental Site Assessment of the Premises to be made at Tenant's sole cost and expense and certified to both Landlord and Tenant ("Phase I"). If the results of the Phase I reveal the presence of hazardous substances, Tenant may elect to remediate the condition or terminate this Lease. If Tenant notifies Landlord that it elects not to remediate the condition of the Premises, Landlord must notify Tenant in writing within ten (10) days of receipt of Tenant's notice of non-remediation, of Landlord's election to (i) remediate the condition of the Premises at Landlord's sole cost and expense or (ii) terminate the Lease. The date upon which either party elects to proceed with remediation or the date the parties receive a clean Phase I recommending no further action shall be deemed satisfaction of the Environmental Contingency. In the event Landlord elects to remediate, such work shall be completed prior to the Premises Delivery Date. In addition to the Phase I report, Tenant shall within thirty (30) days from the Effective Date obtain, at Tenant's sole cost and expense, an asbestos survey of the Premises ("Asbestos Report").

(d) Cross Access and Parking Easement. Landlord and Tenant agree to use best efforts during the Due Diligence Period to obtain for the benefit of Tenant, its servants, agents, and customers a cross access easement with Home Depot in a form satisfactory to Tenant as determined by Tenant in its sole discretion, for pedestrians and vehicles on, over and through roadways and access drives on the adjacent land to and from the public roadways namely IH 35 (the "Access Easement"). If the Access Easement is not obtained, Tenant may elect to terminate this Lease on or before the expiration of the Due Diligence Period. The commencement of demolition activities on the Premises by Tenant shall be conclusive evidence that Tenant has waived its right to terminate this Lease and has elected to proceed hereunder.

(e) Storm Water Detention. Tenant shall determine during the Due Diligence Period if the existing storm water detention facilities are adequate for Tenant's use of the Premises, as determined by Tenant in Tenant's sole and absolute discretion. Tenant may elect to terminate this Lease at anytime during the Due Diligence Period should Tenant determine that such facilities are not acceptable by delivering written notice to Landlord. Upon such termination, this Lease shall be null, void and of no further force or effect. The commencement of construction of the Improvements shall be conclusive evidence that Tenant has waived its right to terminate this Lease and has elected to proceed hereunder.

6. Common Area.

(a) Common Area Maintenance Expenses. The Premises is a single tract and is not part of a Shopping Center Development. Accordingly, Tenant is in no manner responsible for any common area maintenance charges, association fees, or other similar charges shared with other tenants in connection with the Land, but is responsible for all costs and expenses associated with the Premises as provided in this Lease.

7. Exclusive Use. Landlord hereby covenants to not sell or lease any other parcel within a three (3) mile radius of the Premises to a steakhouse or roadhouse restaurant featuring grilled red meats, such as, but not limited to, "Outback", "Roadhouse Grille", "Texas Roadhouse", "Longhorn", "Lonestar", "Ryan's", "Colton's", "Western Sizzlin", "Golden Corral", or "Saltgrass Steakhouse". Landlord further agrees to record a restrictive covenant prohibiting steakhouse or roadhouses uses in the Shopping Center. For these purposes,

"steakhouse" is defined as any establishment deriving thirty-five (35%) percent or more of its store revenues from grilled red meats and "roadhouse" is defined as any establishment featuring a facility with a rustic appearance and incorporating the word "roadhouse" as part of its name, trademark or advertising slogan. Landlord discloses that Frank C. Hampel, Jr., a principal of Landlord or a related entity, has an interest in an entity that leases property to Myron's Steakhouse in New Braunfels, Texas ("Myron's Lease"), which may be within a three (3) mile radius of the Premises. Tenant agrees that the participation of Frank C. Hampel, Jr., or a related entity in the Myron's Lease will not be deemed a violation of this Section 7.

8. Utilities. Tenant shall be responsible for extending utilities to the Premises as necessary for Tenant's use. Tenant shall be responsible for and shall pay all charges incurred for the use of utility services from the Premises.

9. Signage. Tenant may, at Tenant's sole cost and expense, install signage on and about the Premises, including building signage comprised of 3 neon fascia signs of at least 42" in height and neon roof strips, all consistent with Tenant's then current prototypical signage package, monument and pylon signs ("Signage"). Such Signage shall include, but not necessarily be limited to a monument sign located on the Land. Tenant shall maintain all such Signage to which it enjoys exclusive and sole use in good condition and repair and pursuant to all applicable laws, ordinances and regulations.

10. Taxes.

(a) Tenant shall pay prior to the accrual of any interest or penalties thereon as additional rental all real estate taxes and general and special assessments (hereinafter collectively referred to in this paragraph as "Taxes") levied against the Premises and any buildings and improvements thereon to the full extent of installments falling due during the term.

(b) All payments of Taxes shall be prorated for the initial lease year and for the year in which the Lease terminates. Tenant's prorata share of Taxes for 2010 will be an amount equal to the ad valorem taxes levied or assessed against the Premises multiplied by a fraction, the numerator of which is the number of days in calendar year 2010 subsequent to the date the Rent Commencement Date and the denominator of which is 365.

(c) Tenant shall have the right to contest, at Tenant's expense, in Landlord's name, the amount of Taxes for which Tenant is responsible. Landlord agrees to execute any and all documents reasonably necessary to carry out the purpose of this paragraph.

(d) There shall be excluded from Taxes all income, estate, succession, inheritance, transfer and franchise taxes imposed upon Landlord; provided, however, that if at any time during the Lease term the method of taxation of real estate by the applicable taxing authority shall be changed as a result any other tax or assessment, however denominated and including, without limitation, any franchise, income, profit, use, occupancy, gross receipts or rental tax, shall be imposed upon Landlord with respect to the Premises, or the rents or income therefrom, in substitution for or in addition to, in whole or in part, any of the taxes or assessments listed in Section 10(a) above, such other tax or assessment shall be included in and deemed part of Taxes, but only to the extent that the same would be payable if the Premises were the only property of Landlord. Tenant shall be deemed to have complied with the covenants of Section 10(a) if payment of such Taxes has been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest, and upon Landlord's written request Tenant produces and exhibits to Landlord satisfactory evidence of such payment. For purposes of this Section 10, there shall be no differentiation between the leasehold estate and the reversionary estate with respect to the payment of ad valorem real estate taxes, and Tenant must pay all ad valorem real estate taxes levied or assessed during the term with respect to both the leasehold estate and the reversionary estate in the Premises.

11. Liability and Indemnification.

(a) Landlord shall not be liable to Tenant or to Tenant's respective employees, agents, patrons or invitees, or any person whomsoever, for any injury or damage to persons or property on or about the Premises from any cause whatsoever, except as a direct result of, or for injury or damage caused by, the gross negligence or intentional act of Landlord, its agents or employees. Tenant covenants and agrees with Landlord that from the date hereof and continuing during the Initial Term and any Extension Term, Tenant will indemnify, defend and hold harmless Landlord and its members, officers, directors, managers and agents (for the purposes of

this Section 11(a), the "Indemnified Parties") from and against, and Tenant shall be responsible for, any and all liabilities (including strict liability), actions, demands, penalties, fines, losses, costs and expenses (including reasonable attorneys' and experts' fees and expenses), suits, and costs of any settlement or judgment, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "Claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (i) any failure on the part of Tenant and its affiliates, partners, officers, managers or agents, subtenants or licensees (the "Tenant Parties") to comply with the provisions of this Lease, or to comply with the provisions of law applicable to the Premises, or (ii) any and all injuries or damages, including death, to persons or properties relating to the condition, use or occupancy of the Premises, including the alteration, repair or maintenance of any improvements, **NOTWITHSTANDING THE NEGLIGENCE OR STRICT LIABILITY (WITHOUT REGARD TO FAULT) OF ANY OF THE INDEMNIFIED PARTIES,** except in the case of each Indemnified Party, to the extent that the Claims are proven to have resulted from the gross negligence or willful misconduct of such Indemnified Party. Maintenance of the insurance referred to in this Section 11 shall not affect Tenant's obligations under this Section 11(a). Without relieving Tenant of its obligations under this Section 11(a), the Indemnified Parties, at their election and expense, may defend or participate in the defense of any Claims with attorneys and representatives of their own choosing. Tenant shall be relieved of its obligation of indemnity to the extent, and only to the extent, of the amount actually recovered from one or more insurance carriers and either paid to Landlord or paid for Landlord's benefit in reduction of any Claims.

(b) Intentionally Omitted.

(c) Tenant shall, throughout the term hereof, at its sole cost and expense, and as additional rental, cause to be written and maintain commercial general liability insurance, including contractual liability specifically applying to the provisions of this Lease and completed operations liability, insuring Tenant against any and all claims and demands made by any person or persons whomsoever for injuries received or damages incurred in connection with the

construction, operation or maintenance of the Premises or for any other risks normally and customarily insured against by such policies, with such policies to have limits of not less than $1,000,000.00 per occurrence for damages incurred or claimed by one or more persons for bodily injury and not less than $500,000.00 for damages to property, together with an additional $5,000,000.00 of "umbrella" liability insurance coverage, all subject to Tenant insured retention which shall not exceed $500,000.00. All such policies shall name Landlord as an additional insured thereon and contain endorsements CG 20 10 07 04 and CG 20 11 01 96. Landlord may require Tenant to increase such limits (no more frequently than once every five years) by an amount which may be commercially reasonable at the time, taking into account the type of Improvements, their construction, location, use and occupancy. Tenant agrees to furnish to Landlord, upon Landlord's request, certificates of insurance to the effect that the above policy or policies of insurance are in force and that the same will not be canceled without thirty (30) days advance written notice to Landlord.

(d) Intentionally Omitted.

(e) In case Landlord, or any successor to Landlord's interest in the Premises, shall convey or otherwise dispose of the entire Premises, all liabilities and obligations on the part of such Landlord or its successor as Landlord under this Lease accruing subsequent to such conveyance or disposal shall terminate upon such conveyance or disposal, and thereupon all such liabilities and obligations occurring thereafter shall be binding upon any such new owner of Landlord's interest in the Premises. None of the officers, directors, stockholders or partners of Landlord or Tenant have any personal liability in connection with the performance or failure of performance of any of the covenants, conditions or provisions of this Lease.

12. Property Insurance.

(a) Tenant shall, at all times during the Term of this Lease at its sole cost and expense, and as additional rental, keep insured all of the Improvements, to the extent insurable, against all loss or damage thereto caused by fire, or other casualty or risk insured against by special form (formerly "all risks") property insurance, and in builder's risk completed value form during construction or major alterations (including malicious mischief and vandalism), in amounts sufficient to provide coverage for the full replacement value of the Improvements; the

policy for such insurance shall have a replacement cost endorsement or similar provision. "Full Insurable Value" means actual replacement value (exclusive of cost of excavation, foundations and footings below the surface of the ground or below), subject to a deductible of not more than $250,000.00. Landlord shall be named as an additional insured on such policy, provided that the terms of this Section 12 shall govern the disbursement and use of any proceeds payable under such policy. Every five (5) years during the term of this Lease, Tenant shall review and assess the limits of coverage of the insurance required to be provided by Tenant herein and should such review and assessment disclose that the limits of coverage required by this Lease are inconsistent with the limits of coverage customarily carried with respect to properties comparable to the Premises in the geographical area, Tenant shall increase such limits of coverage to those customarily carried with respect to properties comparable to the Premises. Tenant shall furnish to Landlord, upon Landlord's request, certificates of insurance to the effect that the insurance required by this Section 12 is in force and that said insurance policy or policies will not be canceled without thirty (30) days advance written notice to Landlord or ten (10) days notice for non-payment of premium. Tenant covenants and agrees that in the event of the destruction or damage of the Improvements or any part thereof, Tenant shall (except as provided in subparagraph (c) below) rebuild and repair the same, and Tenant shall promptly commence such replacement, reconstruction or repair as soon as reasonably practicable after insurance proceeds are received and shall complete same within fifteen (15) months after commencement, subject to delays caused by act of God, casualty, strikes, lockouts or other conditions beyond Tenant's control. All reconstruction or repair must restore the Improvements to substantially the same form which existed prior to such casualty, with at least as good workmanship and quality as the Improvements being repaired, reconstructed or replaced, regardless of the amount of insurance proceeds the Tenant may receive.

(b) It is agreed that the excess money received from insurance remaining after the reconstruction or repair of any of the Improvements shall belong to Tenant, provided that and in case of Tenant's breach of its covenant to rebuild and repair in subparagraph (a) above, then, at Landlord's option, the amount so collected, or the balance thereof remaining, as the case may be, shall be paid to Landlord as liquidated damages for Tenant's breach of such covenant.

(c) If a casualty loss described in subparagraph (a) above occurs during the last three (3) years of the Initial Term or any Extension Term, then in either of such events Tenant may elect to terminate this Lease without being obligated to reconstruct or repair the Improvements. If Tenant elects to terminate this Lease in either of such events, Tenant must give Landlord written notice of such election not later than ninety (90) days after the date of the casualty loss. Failure to give such notice within said ninety (90) day period shall be deemed to be a waiver by Tenant of its right to terminate this Lease, and in such event Tenant shall be obligated to rebuild or repair as hereinabove provided. In the event such notice is timely given, this Lease shall terminate thirty (30) days after the date notice is delivered to Landlord, and the rent due hereunder shall be prorated to the date of such termination, provided that Tenant shall be and remain responsible for removing all rubble and debris caused by such damage and destruction and shall cause the Premises to be restored to a neat, clean, sightly and safe condition within 180 days of the damage/destruction, and rent will continue to accrue and be due and payable monthly as before, even after termination of this Lease until the demolition and removal obligations of Tenant are satisfied. The provisions of this Section 12(c) will survive termination of this Lease. In the event of such termination, Landlord shall be entitled to collect and retain all insurance proceeds payable to Tenant on account of such casualty, less and except all costs of Tenant incurred in removing such rubble and debris.

(d) In the event of repair, reconstruction or restoration as herein provided, Rent shall not be abated, and the happening of any such casualty will not cause a termination of this Lease, except as provided in Section 12(c) herein. However, Tenant may, at its option, continue to operate its business on the Premises during any such period to the extent reasonably practical from the standpoint of prudent business management.

13. Repairs. Tenant shall take or cause to be taken good care of the Improvements during the term of this Lease, it being understood that Landlord shall not be required to make any repairs to the Improvements during the term hereof. At the end or other termination of this Lease, Tenant shall deliver to Landlord the Land with any Improvements thereon in good repair and condition, ordinary wear and tear, depreciation, obsolescence and casualty and condemnation loss being excepted (provided that the foregoing shall not abrogate Tenant's obligations under Sections 12 and 15 hereof).

14. Alterations. Tenant shall have the right to make any alterations, additions or improvements to the Premises, which Tenant deems necessary or appropriate, without the necessity of obtaining the prior written consent of Landlord and without the payment of any additional rent, provided that such alterations, additions or improvements do not materially reduce the value of the Improvements nor materially reduce the value of adjacent real property owned by Landlord or any of its affiliates, successors or assigns. Notwithstanding anything to the contrary contained herein, if Tenant shall be required by any governmental authority to make any alterations, additions or improvements to the Premises, Tenant shall be entitled to make such alterations, additions or improvements without the necessity of obtaining the prior written consent of Landlord.

15. Title to Improvements. The title to the Improvements and all changes, additions and alterations therein, and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Premises by Tenant, shall be and remain in Tenant until the expiration of the term of this Lease, unless sooner terminated as provided herein. Upon the expiration or sooner termination of this Lease, title to all such property shall automatically pass to, vest in and belong to Landlord without further action on the part of either party. So long as Tenant retains ownership of the Improvements, Tenant shall be entitled to claim the depreciation thereof for tax purposes.

16. Personal Property, Subordination of Landlord's Lien. Any personal property, trade fixtures, furniture and furnishing and equipment installed by Tenant on the Premises during the term hereof shall remain Tenant's property, and may be removed by Tenant, provided that Tenant repairs, at its sole cost and expense, any damage to the Premises caused by such removal. For so long as Tenant is the Tenant under this Lease, Landlord hereby subordinates any landlord's lien for rent against any and all such personal property, trade fixtures, furniture, furnishings and equipment of Tenant on the Premises available to Landlord under applicable law in favor of any first lien or security interest granted by Tenant to a lender financing the cost of acquisition of such property. Landlord will execute such instruments as may be required at any time and from time to time to subordinate the rights and interests of Landlord in the Tenant's improvements on the Premises to the lien of any mortgage or deed of trust now or hereafter at any time placed on the Premises by Tenant. Such mortgage or deed of trust shall not affect the

Landlord's fee ownership interest, exceed the actual cost of Tenant's building, site improvements, and capitalized expenses, and shall be paid in full prior to the expiration of the term. Any lien subordination document to be executed by Landlord may require Tenant's lender to pay the Rent due Landlord under this Lease which accrues after Tenant's right of occupancy hereunder is terminated and for so long as the personal property in the Premises, upon which Tenant's lender asserts a superior lien, remains.

17. Mortgage of Leasehold.

(a) In addition to any other right herein granted, Tenant shall at all times have the right, without any consent on the part of the Landlord being required, to convey or encumber by mortgage its leasehold interest in and to the Premises or any part thereof, together with its rights and interests in and to all buildings and improvements whether now existing or hereafter constructed or placed thereon, and to assign this Lease or any interest therein as collateral for any such mortgage or mortgages ("Leasehold Mortgage"); but each and every Leasehold Mortgage shall be subject to this Lease and the right, title, interest and fee estate of Landlord in the Premises. If any such Leasehold Mortgage shall be foreclosed or the leasehold estate sold under any power contained therein, the Leasehold Mortgagee or other purchaser at such sale shall immediately succeed to all rights of Tenant hereunder. Such Leasehold Mortgagee may at its option at any time before the rights of the Tenant shall have been forfeited to Landlord, or within the time permitted for curing or commencing to cure defaults as herein provided, pay any of the Rents due, pay any other governmental charges, or insurance premiums, make any deposits, or do any other act or thing required of Tenant by the terms of this Lease, to prevent the forfeiture hereof. A Leasehold Mortgagee shall not become personally liable for any of the Tenant's obligations.

(b) If Tenant permissibly mortgages or encumbers its leasehold estate, the holder of the Leasehold Mortgage (the "Leasehold Mortgagee") will in no event be required to perform the obligations of Tenant under this Lease unless and until the mortgagee becomes the owner of the leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure or otherwise; thereafter, the Leasehold Mortgagee will remain subject to these obligations only so long as the

mortgagee remains the owner of the leasehold estate, and in no event will the obligations to be performed hereunder be more expansive for the Leasehold Mortgagee than for Tenant.

(c) Notwithstanding the foregoing, it is specifically understood and agreed that no mortgaging by Tenant and/or any actions taken pursuant to the terms of the mortgage will ever eliminate or reduce Tenant's obligations to pay the Rent due hereunder and otherwise fully perform under this Lease.

(d) Tenant agrees that, as a condition precedent to its right to execute any Leasehold Mortgage, it must:

(i) furnish to Landlord a copy of the Leasehold Mortgage and a copy of any default notice given by the Leasehold Mortgagee to Tenant pursuant to the Leasehold Mortgage promptly following the time that it is given to Tenant;

(ii) obtain the Leasehold Mortgagee's agreement to accept Landlord's cure of any default of Tenant under the Leasehold Mortgage (Landlord having no obligation to do so) ; and

(iii) use commercially reasonable efforts to obtain the Leasehold Mortgagee's agreement to transfer, after the occurrence of any event of default under the Leasehold Mortgage resulting in acceleration of the indebtedness secured thereby and before foreclosure, if requested by Landlord (Landlord being under no obligation to make such request), the Leasehold Mortgage and the note secured thereby to Landlord in consideration for the payment by Landlord of the then outstanding principal balance thereof and accrued but unpaid interest thereon, and all expenses or other costs related thereto.

(e) If Tenant's leasehold estate is encumbered by a Leasehold Mortgage and written notice thereof has been given to Landlord, Landlord must give to the holder of the Leasehold Mortgage (at the address or addresses specified in the written notice to Landlord for the giving of notices to the Leasehold Mortgagee, or as otherwise specified by the Leasehold Mortgagee to

Tenant in writing) written notice of any default hereunder by Tenant, contemporaneously with the giving of such notice to Tenant. The holder of the Leasehold Mortgage has the right to take any action or to make any payment necessary or appropriate to cure the specified default, it being the intention of the parties hereto that Landlord may not exercise Landlord's right to terminate this Lease without first giving the Leasehold Mortgagee the notice provided for herein and affording any Leasehold Mortgagee the same right to cure the default as provided to Tenant in this Lease. Landlord agrees not to exercise any right that it may have to terminate this Lease, so long as the Leasehold Mortgagee, or its successor in interest, is performing all of Tenant's covenants, duties and obligations under the Lease.

18. Condemnation.

(a) If all the Premises (or if less than all but the remaining portion cannot be feasibly operated as then used or intended to be used) shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or be sold to a condemning authority under threat of condemnation, then the term of this Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding (or sale), and all Rent shall be paid up to that date.

(b) In the event of a partial taking or condemnation which takes less than all of the Premises and the remaining portion can be feasibly operated as then used or intended to be used (including having parking sufficient therefor), then Tenant shall, subject to the exceptions provided below, promptly restore the Premises to an architectural whole and this Lease shall continue in full force and effect; provided, however, that the Base Rent shall thereafter be reduced on a just and proportionate basis, having due regard to the relative value and square footage of the portion of the Premises thus taken as compared to the remainder thereof and taking into consideration the extent, if any, to which Tenant's use of the remainder of the Premises shall have been impaired or interfered with by reason of such partial taking. If Landlord and Tenant are unable to agree as to a just reduction in Base Rent, the matter shall be submitted to a court of competent jurisdiction to determine.

(c) In the event of a total taking of the Premises as contemplated in Section 18(a), the award for such total taking will be distributed as follows:

(i) first, to the payment of all reasonable fees and expenses incurred in collecting the award; and

(ii) second, the balance of the award shall be equitably apportioned between Landlord and Tenant based on the then respective fair market values of Landlord's interest (appraised by reference to all relevant factors including the income stream derivable by Landlord under this Lease and the then present value of Landlord's reversionary interest in the entire Premises after expiration of the originally stated term, but without regard to Tenant's rights to extend the term), and Tenant's leasehold estate (appraised by reference to all relevant factors, including the income stream derivable by Tenant from the Premises for the remainder of the originally stated term) with any award to Tenant payable to Tenant and any Leasehold Mortgagee as their interests may appear. If Landlord and Tenant are unable to agree on the respective fair market value of their interests in the Premises, then the matter shall be submitted to a court of competent jurisdiction to determine. After the determination and distribution of the condemnation award as herein provided, this Lease shall terminate.

(d) In the event of a partial taking where this Lease is not terminated, and as a result thereof, Tenant will need to restore, repair or refurbish the remainder of the Premises in order to put them in a useable condition, then the award shall be paid as follows: (i) first, to the payment of all demolition and construction costs associated with restoration if the Improvements are to be restored by Tenant and/or all costs of removal of rubble and debris if Tenant is obligated to removed the same; and then (ii) the remaining proceeds shall be equitably apportioned between Tenant and Landlord, with Tenant's share to be based upon the value of its leasehold estate so taken, together with the value of the then existing Improvements so taken (but excluding the value of the reversionary interest of Landlord in such Improvements), and with Landlord's share to be based upon the value of the fee simple title to the Land so taken and the value of Landlord's reversionary interest in the then existing Improvements so taken.

Notwithstanding the foregoing to the contrary, Tenant shall be entitled to retain all awards and proceeds payable with respect to any temporary taking of any portion of the Premises, the term of which temporary taking expires during the Term of this Lease.

19. Assignment and Subletting. Tenant may assign this Lease or sublease the Premises only with the written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Tenant shall have the right, without Landlord's consent, but upon ten (10) days' prior notice to Landlord, to (a) sublet all or part of the Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant (an "Affiliate"); (b) assign all or any part of this Lease to an Affiliate, or to a successor entity into which or with which Tenant is merged or consolidated or which acquires substantially all of Tenant's assets, property or equity interests; or (c) effectuate any public offering of Tenant's stock on the New York Stock Exchange or in the NASDAQ over the counter market, provided that in the event of a transfer pursuant to clause (b), the tangible net worth after any such transaction is not less than the tangible net worth of Tenant as of the date hereof and provided further that such successor entity assumes all of the obligations and liabilities of Tenant (any such entity is hereinafter referred to as a "Permitted Transferee"). No assignment by Tenant shall operate to release Tenant of its future obligations under this Lease, unless Landlord, shall agree in writing to the contrary. Tenant shall be solely entitled to any consideration paid by the assignee, including, but not limited to, compensation for the Improvements or equipment located thereon, goodwill and rent in excess of the amounts set forth by this Lease.

20. Default.

(a) The following events shall be "Events of Default" under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent, or other monetary payment required to be paid under this Lease within ten (10) days after written notice of delinquency is received by Tenant; provided, however, Landlord has no obligation to provide written notice of a monetary default to Tenant more than twice in any single calendar year. If Tenant fails to pay to Landlord any installment of Base Rent or other monetary payment within ten (10) days of the due date, without the requirement of notice, Tenant must pay to Landlord,

"Default Rent" (herein so called), equal to 10% of the Base Rent or other monetary payment due and unpaid. The imposition of Default Rent is in addition to any other rights and remedies of the Landlord. If any monetary amount is not paid on or before 30 days after the due date thereof, the amount of due and unpaid Base Rent or other monetary amount will thereafter bear interest at the lesser of (i) a rate of 18% per annum, and (ii) the maximum rate permitted by applicable law. It is expressly provided that this Lease is subject in all respects to the intent and agreement of the parties that in no event will any amount designated or deemed to be interest hereunder be contracted for, charged and received in any amount which exceeds the maximum amount permitted to be received as interest under applicable law and that any such excess amount will be credited or refunded to Tenant.

(ii) If Tenant fails to pay and discharge the Taxes assessed against the Premises, or fails to procure or maintain the insurance coverages for which it is obligated hereunder, or fails to maintain or rebuild the Improvements for which it is obligated hereunder, or otherwise fails to pay any amount payable by Tenant hereunder, Landlord may, but shall not be obligated to, in addition to all other rights and remedies available to Landlord by reason thereof, undertake such obligation and pay such amount, whereupon Tenant shall pay to Landlord, on or before thirty (30) days from demand, all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Landlord in undertaking such obligations of Tenant (such amounts being sometimes hereinafter called "Additional Rent").

(iii) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than a monetary default) and shall not cure such failure within thirty (30) days after written notice thereof is given by Landlord to Tenant; provided, however, with respect to a non-monetary default not susceptible of being cured within thirty (30) days, Tenant shall not be in default unless it fails to commence all work required to cure such default within said thirty (30)-day period or fails to diligently prosecute the same to effect such cure within a reasonable time thereafter;

(iv) Tenant shall be adjudged insolvent, make a transfer in fraud of creditors, or make an assignment for the benefit of creditors;

(v) A petition shall be filed by Tenant under any chapter of the United States Bankruptcy Code, or any similar proceeding is filed by Tenant under any state law; or a petition under any chapter of the United States Bankruptcy Code or any similar state law is filed against Tenant and Tenant fails to have the same dismissed within sixty (60) days from date of filing; or

(vi) A receiver or trustee (other than a bankruptcy trustee or receiver) shall be appointed for all or substantially all of the assets of Tenant, and Tenant shall fail to have such receivership or trusteeship terminated within sixty (60) days after appointment.

(b) Upon the occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

(i) Enter upon and take possession of the Premises and expel or remove Tenant and any other persons who may be occupying the Premises, or any part thereof, without being liable to prosecution or for any claim for damages except gross negligence or intentional, wanton acts, and relet the Premises, as Tenant's agent, and receive the rent therefor as well as all rental and other income derived from the Premises; and Tenant agrees to pay Landlord on demand any deficiency in the rents provided for herein that may arise by reason of such reletting, with such deficiency to be reduced to its present value, using 4% as a discount factor.

(ii) Enter upon the Premises, without being liable to prosecution or for any claim of damages except gross negligence or intentional, wanton acts, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the

remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

21. Warranty of Title and Covenant of Quiet Enjoyment.

(a) Landlord represents and warrants that (i) it is the owner of the fee simple interest in the Land subject to the easements, restrictions, covenants and other matters of record as of the date hereof or as would be disclosed by current survey and inspection of the Premises, (ii) it has full right to lease the Land for the term set out herein, and (iii) it has no knowledge of any condemnation or threat of condemnation affecting any portion of the Premises.

(b) Landlord further covenants and warrants that so long as Tenant keeps and performs all of the agreements, covenants and conditions by the Tenant to be kept and performed, Tenant shall have quiet, undisturbed and continued possession of the Premises, free from any claims of Landlord and all persons claiming by, through or under Landlord, except with respect of such portion of the Premises as may be taken under the power of eminent domain.

(c) In the event Landlord shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within thirty (30) days after written notice thereof is given by Tenant to Landlord; provided, however, with respect to a default not susceptible of being cured within thirty (30) days, Landlord shall not be in default unless it fails to commence all work required to cure such default within said thirty (30) day period or fails to diligently prosecute the same to effect such cure within a reasonable time thereafter, Landlord shall be considered in default hereunder ("Landlord Default"). Upon the occurrence of a Landlord Default, Tenant shall have the option to terminate this Lease or pursue any other available remedy at law or in equity. Forbearance by Tenant to enforce one or more of the remedies herein provided upon the occurrence of a Landlord Default shall not be deemed or construed to constitute a waiver of such default.

22. Landlord's Right of Entry. Landlord and its agents and representatives shall have the right upon reasonable prior notice to Tenant to enter upon the Premises at all reasonable

times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Tenant in the conduct of its business on the Premises.

23. Personal Property and Fixtures. Tenant and its subtenants shall have the right to erect, install, maintain, store and operate within the Premises such restaurant equipment, appliances, furnishings, inventory, equipment, signs, trade and business fixtures and other personal property as may be deemed necessary or appropriate by such parties, and such property shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its subtenants, as the case may be. At any time during the term of this Lease and within thirty (30) days after the termination thereof, Tenant and its subtenants shall have the right to remove from the Premises their appliances, furnishings, inventory, equipment, signs, fixtures and other personal property, as well as nonstructural, decorative alterations, provided that all damages to the improvements caused by such removal shall be repaired. Before surrendering possession of the Premises, Tenant shall, at its sole cost and expense, remove or cause to be removed from the Premises all signs, furnishings, equipment, trade fixtures, merchandise and other personal property of Tenant installed or placed therein and shall repair all damage to the Premises caused by such removal. Tenant shall not be required to remove the Improvements upon the Premises and Tenant's failure to do so after the expiration of such period shall be deemed to be an abandonment thereof, whereby title shall become vested in Landlord. Notwithstanding the foregoing to the contrary, neither Tenant nor its subtenants shall have the right to remove any structural, mechanical, electrical or plumbing systems (including heating, ventilating or air conditioning systems), except in instances of obsolescence, casualty or replacement, and such systems as then exist shall remain with the Improvements at the end of the term of this Lease and title to such systems shall automatically pass to, vest in and belong to Landlord without further action on the part of either party hereto.

24. Holding Over By Tenant. Should Tenant or any assignee or subtenant holdover the Premises or any part thereof after the expiration or termination of this Lease, including the period for removal of personal property and fixtures provided in Section 23, such holdover shall not constitute a renewal of this Lease and shall constitute and be construed as a tenancy at will, for which Tenant shall pay rental per day equal to 5% of the Base Rent paid or to be paid to Tenant hereunder for the last month of the term immediately preceding such holdover period,

and otherwise subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at will.

25. *Intentionally Deleted.*

26. Hazardous Materials.

(a) Tenant agrees that its operations on the Premises will not violate any federal, state or local laws, rules or ordinances for environmental protection, including, but not limited to, the following: Federal Clean Air Act, 42 U.S.C. 1857, et seq.; Federal Clean Water Act, 33 U.S.C. 1151, et seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6903, 6921, et seq.; Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "SUPERFUND"), 42 U.S.C. 901, et seq.; National Environmental Protection Agency (40 C.F.R., Chapters 373, 380 and 403).

(b) Tenant shall not cause or permit to continue any intentional or unintentional release of hazardous materials other than those licensed or permitted by governmental agencies or by applicable law or regulations. Should Tenant cause or permit any intentional or unintentional release of hazardous materials onto the surface or into the subsurface of the Premises resulting in damage to soil, surface water, groundwater, flora or fauna on the Premises, within waters of the state or the United States, or on adjacent properties, Tenant shall notify Landlord and the appropriate jurisdictional government agencies. Any underground storage tanks used on or under the Land shall be manufactured, constructed and installed in strict compliance with all applicable environmental and other laws and regulations.

(c) Tenant shall indemnify and save Landlord harmless as provided in Paragraph 11 from any fines, suits, claims, demands, losses and actions (including attorneys' fees) that (i) arise from any violation by Tenant of the foregoing provisions of this Paragraph 26, or (ii) allege or are based upon any violation by Tenant of any federal, state or local laws, rules or ordinances for environmental protection, including but not limited to those itemized above in this section, or upon the existence of hazardous materials in the possession or control of Tenant, or upon any other threatened or actual damage to the environment by Tenant; provided that such indemnification shall not extend to any independent acts or omissions of Landlord.

(d) Landlord represents to Tenant that as of the date hereof, Landlord has no actual knowledge that any hazardous materials or conditions which may violate any environmental protection, federal, state or local laws, ordinances, rules or regulations, specifically including those described by Paragraph 26(a), currently exist or previously existed on the Premises, except as may be disclosed on the Phase I.

27. Waiver of Subrogation. Landlord and Tenant release each other from all claims or liabilities for damage to the Premises, damage to or loss of personal property within the Premises, and loss of business or revenues, that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the party fails to maintain the property coverages required by this Lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under its property insurance. Landlord and Tenant will notify the issuing property insurance companies of the release set forth in this paragraph and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. This release will not apply if it invalidates the property insurance coverage of the releasing party. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY, BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

28. Notices. Any notice or document required or permitted to be delivered hereunder or by law shall be deemed to be delivered, whether actually received or not, when delivered personally or by guaranteed overnight air courier, addressed to the parties hereto at the respective addresses below, or at such other address as theretofore specified by written notice delivered in accordance herewith:

Landlord: 337 LOOP LLC
24 Hunters Hideaway
New Braunfels, Texas 78132
Attn: Frank C. Hampel, Jr.

With a copy to: John T. Dierksen, Esq.
REAGAN BURRUS PLLC
401 Main Plaza, Suite 200

New Braunfels, Texas 78130
Phone: (830) 625-8026
Fax: (830) 625-4433
Email: jdierksen@reaganburrus.com

Tenant: Logan's Roadhouse, Inc.
3011 Armory Drive, Suite 300
Nashville, TN 37204
Attn: Chief Financial Officer
Phone: (615) 885-9056
Fax: (615) 391-8061

With a copy to: Logan's Roadhouse, Inc.
3011 Armory Drive, Suite 300
Nashville, TN 37204
Attn: Senior Vice President of Real Estate and Development
Phone: (615) 885-9056
Fax: (615) 391-8061

With a copy to: Rebekah E. Fisher, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Phone: (615) 850-8010
Fax: (615) 244-6804

29. Miscellaneous.

(a) This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.

(b) This Lease shall be governed by and construed in accordance with the laws of the situs of the Premises, and venue for any litigation to enforce or construe this Lease will lie in the courts of Comal County, Texas.

(c) This Lease shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, successors and assigns.

(d) Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

(e) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(f) The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

(g) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(i) This Lease shall not be recorded unless required by applicable law. However, at the request of either Landlord or Tenant, the parties hereto shall execute a short form memorandum of this Lease in recordable form setting forth a description of the Land, the term hereof, the extension options, the prohibition against mechanic's liens upon Landlord's interest in the Premises, and such other provisions hereof as Landlord and Tenant shall agree upon. The party requesting such short form lease may record same, and, after recording, a photocopy of the recorded document shall be delivered to the other party.

(j) In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period

equivalent to the period of such delay. The provisions of this Section 29(j) do not apply to the payment of monetary obligations, including Rent.

(k) Landlord and Tenant each warrant and represent to the other party that they have not dealt with any real estate broker, agent or finder in connection with this transaction other than Legacy Commercial Real Estate ("Legacy"), who represents Landlord, and Sherman Hinkebein/The Retail Connection ("Retail Connection"), who represents Tenant. Landlord shall be responsible for the payment of brokerage commissions and fees earned by Legacy in connection with this transaction pursuant to the terms of a separate agreement between such parties. Tenant shall be responsible for the payment of brokerage commissions and fees earned by Retail Connection in connection with this transaction pursuant to the terms of a separate agreement between such parties. Except with respect to such commissions for which Landlord or Tenant shall be solely responsible, Landlord and Tenant agree to hold each other harmless from and against any and all claims for brokerage commissions arising by virtue of this Lease and claimed by any broker, agent or finder claiming under and through the indemnitor.

(l) Landlord and Tenant agree to execute and deliver to each other, within fifteen (15) business days after requested by the other party, a certificate evidencing:

(i) whether or not this Lease is in full force and effect;

(ii) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;

(iii) whether or not there are existing defaults hereunder to the knowledge of the party executing such certificate, and specifying the nature of such defaults, if any; and

(iv) such other matters as may be reasonably requested by the other party.

(m) Landlord represents, in addition to any other representations contained in this Lease, that (i) execution of this Lease by Landlord and construction and operation of a Logan's Roadhouse on the Premises will not violate any terms of any agreements that Landlord may have with any other parties, including leases, restrictive covenants, exclusives, mortgages, stand still agreements, and cease and desist orders and any by-laws of Landlord; (ii) there are no actions,

suits or proceedings pending against, by or affecting Landlord which affect title to the Premises or which questions the validity or enforceability of this Lease or of any action taken by Landlord under this Lease, in any court or before any governmental authority, domestic or foreign; (iii) there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Premises; (iv) other than this Lease, there are no leases, including without limitation, billboard leases, or other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Premises; and (v) to Landlord's actual knowledge all information and data furnished by Landlord to Tenant with respect to the Premises will be true, correct complete and not misleading effective as of the Rent Commencement Date. All of the covenants and representations and agreements contained in this Section shall run with the land and extend to and be binding upon the successors and assigns of the respective parties.

(n) In the event of termination of this Lease for any reason whatsoever, Landlord agrees that Tenant, at Tenant's sole expense, may make such modifications and alterations, including removal of all distinctive physical and structural features associated with the trade dress of Logan's Roadhouse units, as may be necessary to distinguish the Premises so clearly from its former appearance and from other Logan's Roadhouse units as to prevent any possibility that the public will associate the Premises with Logan's Roadhouse units and any confusion created by such association. Such modifications and alterations shall include, but not be limited to, removing or covering the distinctive décor and color scheme on all walls, counters, fixtures and furnishings, as well as the exterior of the Premises.

30. Liquor License. Landlord hereby acknowledges that Tenant requires a liquor license in order to operate its restaurant on the Premises. In the event that Tenant is unable to secure a liquor license at a price acceptable to Tenant, Tenant shall have the right to terminate this Lease, without recourse from Landlord, but not after the Due Diligence Period has expired.

31. Continuous Operation. Tenant shall have no obligation to continuously operate its business upon the Premises. In the event that Tenant shall close the Premises for a period exceeding twelve (12) consecutive months, upon sixty (60) days prior written notice to Tenant, Landlord may terminate this Lease. In the event of a termination pursuant to this Paragraph 31, Landlord shall reimburse Tenant for the existing book value of Tenant's Improvements.

32. Intentionally omitted.

33. Easements and Licenses. Landlord shall provide any easements or licenses required by any utility providers for which Tenant seeks services for the operation of its business, including, but not limited to, internet or telecommunication services, within 15 days after Tenant's request. All such easements and licenses will be conditional and will automatically terminate if Tenant terminates this Lease during the Due Diligence Period.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

LANDLORD:

337 LOOP LLC,
a Texas limited liability company

By: ______________________
Name: Frank C. Hampel, Jr.
Title: Manager

By: HAMPEL FAMILY LIMITED PARTNERSHIP, its Member

By: ______________________
Frank C. Hampel, Jr., General Partner

By: ______________________
Linda Gayle Hampel, General Partner

TENANT:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: ______________________
Name: ROB EFFNER
Title: S.V.P.

EXHIBIT A-1
Landlord's Survey

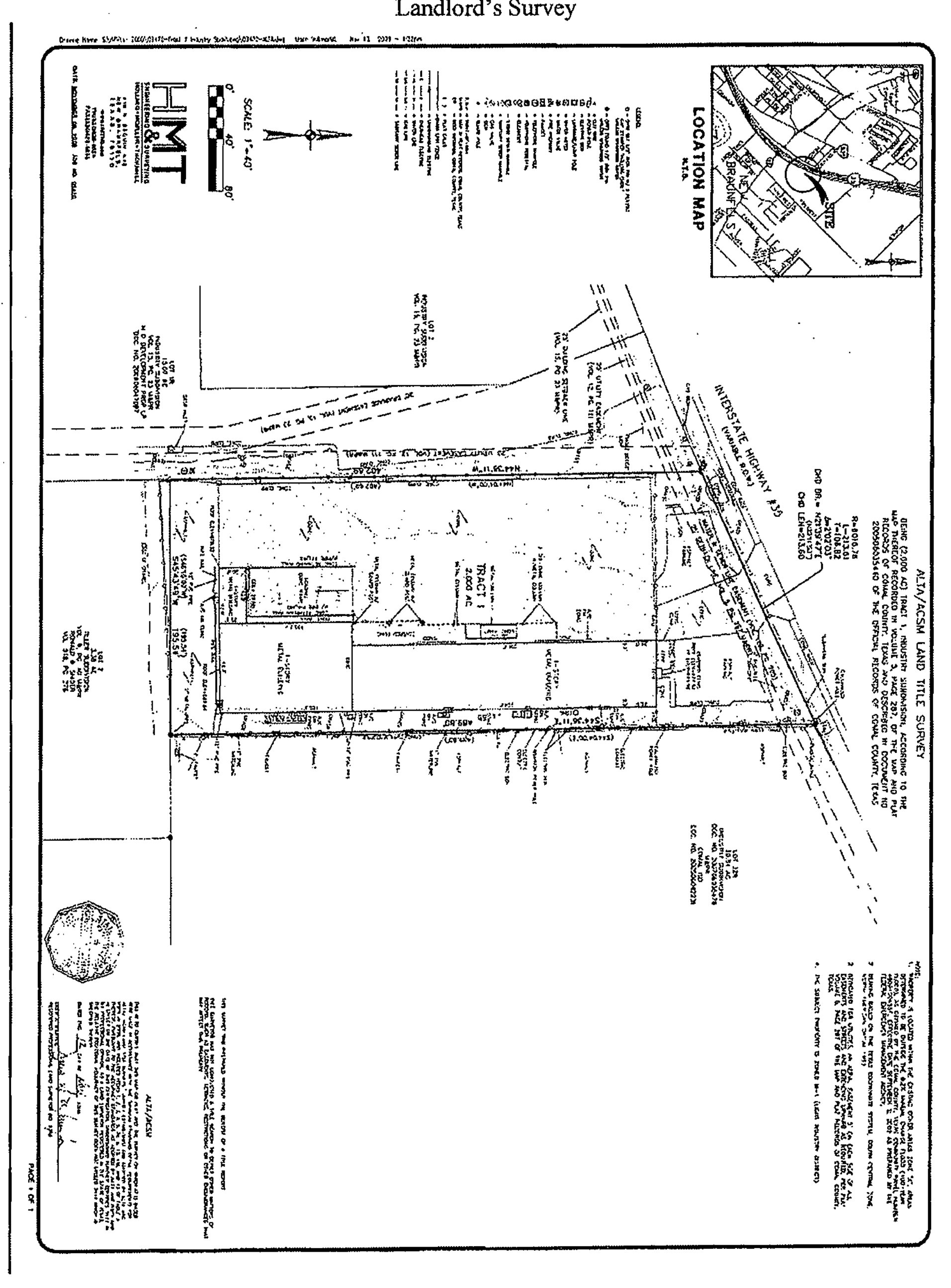

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EXHIBIT B

Form of Memorandum of Lease

This Instrument Prepared By:
Rebekah E. Fisher, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

MEMORANDUM OF LEASE

This Memorandum of Ground Lease is made and entered into effective the ____ day of ________________, 201__ by and between **337 LOOP LLC**, a Texas limited liability company ("Landlord"), whose address is 24 Hunters Hideaway, New Braunfels, Texas 78132, and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation ("Tenant"), whose address is 3301 Armory Drive, Suite 300, Nashville, Tennessee 37204.

W I T N E S S E T H:

WHEREAS, Landlord has leased certain real property located in New Braunfels, Comal County, Texas, as further described in **Exhibit "A"**, attached hereto and made a part hereof (the "Premises"), to the Tenant pursuant to a Ground Lease dated effective ________________, which is incorporated herein by reference as if appearing in full (the "Lease"); and

WHEREAS, the parties wish to provide record notice of certain of the terms and conditions of the Lease.

NOW, THEREFORE, Landlord and Tenant do hereby state the following:

1. Lease of the Premises. Landlord does hereby lease the Premises to the Tenant, and the Tenant hereby leases the Premises from Landlord, upon the terms and conditions stipulated in the Lease.

2. Term. The initial term of this Lease is twenty (20) years from the Rent Commencement Date, as defined in the Lease, unless extended or sooner terminated as provided by the Lease.

3. Option to Extend. The terms of the Lease provide Tenant with three (3) optional term extensions of five (5) years each.

4. Grant of Exclusive Use. Landlord hereby covenants to not sell or lease any other parcel within a three (3) mile radius of the Premises to a steakhouse or roadhouse restaurant featuring grilled red meats, such as, but not limited to, "Outback", "Roadhouse Grille", "Texas Roadhouse", "Longhorn", "Lonestar", "Ryan's", "Colton's", "Western Sizzlin", "Golden Corral", or "Saltgrass Steakhouse". Landlord further agrees to record a restrictive covenant prohibiting steakhouse or roadhouses uses in the Shopping Center. For these purposes, "steakhouse" is defined as any establishment deriving thirty-five (35%) percent or more of its store revenues from grilled red meats and "roadhouse" is defined as any establishment featuring

a facility with a rustic appearance and incorporating the word "roadhouse" as part of its name, trademark or advertising slogan. Landlord discloses that Frank C. Hampel, Jr., a principal of Landlord or a related entity, has an interest in an entity that leases property to Myron's Steakhouse in New Braunfels, Texas ("Myron's Lease"), which may be within a three (3) mile radius of the Premises. Tenant agrees that the participation of Frank C. Hampel, Jr., or a related entity in the Myron's Lease will not be deemed a violation of this Section 7.

5. Binding Effect. The Lease and this Memorandum shall inure to the benefit of and shall be binding upon the Landlord, its successors and assigns, and upon the Tenant and its permitted successors and assigns.

6. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, or overnight mail or courier addressed as follows:

Landlord:	337 LOOP LLC 24 Hunters Hideaway New Braunfels, Texas 78132 Attn: Frank C. Hampel, Jr.
With a copy to:	John T. Dierksen, Esq. REAGAN BURRUS PLLC 401 Main Plaza, Suite 200 New Braunfels, Texas 78130
To Tenant:	Logan's Roadhouse, Inc. 3301 Armory Drive, Suite 300 Nashville, Tennessee 37204 Attn: Chief Financial Officer
With a copy to:	Logan's Roadhouse, Inc. 3011 Armory Drive, Suite 300 Nashville, TN 37204 Attn: Senior VP of Real Estate and Development
With a copy to:	Rebekah E. Fisher, Esq. Waller Lansden Dortch & Davis, LLP 511 Union Street, Suite 2700 Nashville, TN 37219

The Landlord or Tenant may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

7. Conflict. In the event of a conflict between the terms and provisions of this Memorandum and the Lease, the Lease shall govern and control.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum as of the date and year first above written.

LANDLORD:

337 LOOP LLC,
a Texas limited liability company

By:________________________________
Name: Frank C. Hampel, Jr.
Title: Manager

____
Witness

By: Hampel Family Limited Partnership, its Member

____
Witness

By: ________________________
Frank C. Hampel, Jr.
General Partner

By: ________________________
Linda Gayle Hampel,
General Partner

TENANT:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By:________________________________

____
Witness

Its:________________________________

____
Witness

Title:______________________________

STATE OF TEXAS
COUNTY OF COMAL

This instrument was acknowledged before me on April _______, 2010, by FRANK C. HAMPEL, JR., General Partner of Hampel Family Limited Partnership and Manager of 337 Loop, LLC, a Texas limited liability company, on behalf of same and in the capacities herein stated.

____
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF COMAL

This instrument was acknowledged before me on April _______, 2010, by LINDA GAYLE HAMPEL, General Partner of Hampel Family Limited Partnership, Member of 337 Loop, LLC, a Texas limited liability company, on behalf of same and in the capacity herein stated.

____
Notary Public, State of Texas

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing document was produced to me in said State and County by _________________, as a duly authorized agent of Logan's Roadhouse, Inc., and by him before me acknowledged as his act and deed and the free act and deed of Logan's Roadhouse, Inc., this _____ day of _______________, 201__.

____
Notary Public, State-at-Large

My Commission Expires:

____

EXHIBIT "A"
TO MEMORANDUM OF LEASE

EXHIBIT C

Form of Statement of Commencement of Lease Term

CERTIFICATE OF COMMENCEMENT

The undersigned hereby certify that the Commencement Date of the certain Ground Lease with an Effective Date of _______________ (the "Lease") between _______________, a _______________, as Landlord, and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation, as Tenant, for property located in _______________, ____________ is _______________ with an Initial Term of twenty (20) years expiring on _______________________ and a Rent Commencement Date of _______________.

In witness whereof the parties have hereunto set their respective hands the day and year below written.

LANDLORD:	**TENANT:**
__________________________________, a ____________________	LOGAN'S ROADHOUSE, INC., a Tennessee corporation
By:_____________________	By:_____________________
Name:___________________	Name:___________________
Title:____________________	Title:____________________
Date:____________________	Date:____________________

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EXHIBIT D

Form of SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this __________ day of ______________, 201__, among ____________________, a _________ banking corporation, whose address is ________________________________, its successors and assigns (hereinafter referred to as "Lender") and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation, whose address is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204 (hereinafter referred to as "Tenant").

STATEMENT OF BACKGROUND:

_________________________, a _________________________ (hereinafter referred to as "Landlord") and Tenant entered into a certain lease (hereinafter referred to as the "Lease") dated _________, relating to the premises described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises") which described in, or are a part of, the property described in Exhibit "A" attached hereto and by this reference made a part hereof. Lender has made a loan to Landlord, in the approximate principal amount of $_____________ secured by a Mortgage dated __________, recorded ______________ in Liber _____, page _____, ________________________________ (hereinafter, and, as amended, referred to as the "Mortgage") covering certain property described therein (the "Property") including the Premises. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease;

STATEMENT OF AGREEMENT:

For and in consideration of the mutual covenants herein contained, the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender and Tenant do hereby covenant and agree that the Lease with all rights, options (including options to acquire or lease all or any part of the Premises), liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Mortgage and to any

renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.

2. Lender does hereby agree with Tenant that, in the event the Premises is caused to be conveyed by Lender in conjunction with a foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant complies with and performs its obligations under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between the succeeding owner of the Property and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and the succeeding owner will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and the succeeding owner shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, that neither Lender nor any other succeeding owner shall be subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) nor shall Lender or any other succeeding owner be liable for any act or omission of any prior landlord (including Landlord), nor shall Lender or any other succeeding owner be bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord) nor shall it be bound by any amendment or modification of the Lease made without its written consent. Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable Law in order for Lender to avail itself of and complete the foreclosure or other remedy.

3. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly consents to such assignment. Tenant agrees to notify Lender of any default(s) by Landlord under the Lease; Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease. The Tenant will not exercise any right to terminate, cancel, or surrender the Lease and/or its interest in the Premises, sue for damages or other monetary relief, or seek or assert any other remedy (including abatement of, or set-off or credit against,

rent payable under the Lease) until it has given the Lender the opportunity as provided in the Lease, plus thirty (30) days (except in the case of emergency, in which Tenant may take such actions as reasonably appropriate, provided that it shall give notice of the same within 72 hours after the event), to cure the default described Tenant's notice of default. The Tenant will give the same notice and opportunity to cure to any successor to or assignee of the Lender's interest in the Mortgage if, before any default by the Landlord under the Lease, the successor or assignee gives written notice to the Tenant of its acquisition of the Lender's interest in the Mortgage and designates the address to which the notice is to be sent. Notwithstanding the foregoing, neither the Lender nor any successor or assignee has any obligation to cure any default by the Landlord under the Lease.

5. Lender shall (either now or if it acquires title to the Premises) have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, or to provide funds, allowances, concessions, or rental abatements to the Tenant for any such purpose. Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, including, any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession. In the event that Lender shall acquire title to the Premises [or the Property], Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises. For purposes of this paragraph, Lender's "equity interest" is that portion of foreclosure sale purchase price paid by Lender which exceeds the amount of Lender's loan to Landlord.

6. In the event of a conflict in the terms of the Lease and the Mortgage with regard to the disposition of insurance proceeds following a casualty loss affecting the Improvements, or disposition of condemnation award affecting the Premises, the Lease shall control.

7. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

8. Notwithstanding anything to the contrary in the Lease, and subject to such other limitations in this agreement, Lender is responsible for performing only those covenants and obligations

under the Lease accruing after it (a) has acquired the Landlord's interest in the Premises, and (b) has obtained possession and control of the Premises. If the Lender so acquires the Landlord's interest in the Premises and then conveys its interest in the Premises to a third party, the Lender shall be released from all duties and obligations under the Lease, whenever arising, after it has so conveyed its interest.

9. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

10. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the interest of Landlord in the Premises, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liability or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

11. Any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit thereof in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Any notice, if given to Lender, must be addressed as follows, subject to change as provided hereinabove:

____
____
____

and, if given to Tenant, must be addressed as follows, subject to change as provided hereinabove:

LOGAN'S ROADHOUSE, INC.
3011 Armory Drive, Suite 300
Nashville, Tennessee 37204

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease. The term "Lender" refers to Lender and to any successor-in-interest of Lender under the Mortgage.

13. In this agreement, every right or benefit inuring to the Lender shall also inure to any the person, including the successors and assigns of the Lender, who acquires the interest of the Landlord as a result of foreclosure, the exercise of a power of sale, a sale by advertisement, or any other proceeding to enforce the Mortgage, or by deed in lieu of foreclosure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

LENDER:

Signed, sealed and delivered
in the presence of:

____

By: ____________________________________
Name: __________________________________
Title: __________________________________

____
Name:_________________

____
Name:_________________

STATE OF ______________)
) ss:
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ____________, 201__, by ____________________, as ________________ of ______________________, a ____________ banking association, on behalf of the association.

____
Notary Public, ______ County, __________
My Commission Expires:______________

TENANT:

Signed, sealed and delivered
in the presence of:

____
Name:_________________

____
Name:_________________

LOGAN'S ROADHOUSE, INC., a Tennessee corporation

By: ______________________________
Name: ____________________________
Title: _____________________________

STATE OF ______________)
) ss:
COUNTY OF _____________)

The foregoing instrument was acknowledged before me this ____________, 201__, by ___________________, as _________________ of Logan's Roadhouse, Inc., a Tennessee corporation, on behalf of the corporation.

____
Notary Public, ______ County, __________
My Commission Expires:_______________

Instrument drafted by and
after recording return to:
J. Steven Kirkham, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

EXHIBIT A
TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

FIRST AMENDMENT TO GROUND LEASE

This **FIRST AMENDMENT TO GROUND LEASE** (the "First Amendment") entered into this 13th day of MAY, 2010, by and between **337 LOOP, LLC**, a Texas limited liability company (hereinafter called "Landlord"), and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Ground Lease on April 14, 2010 for certain property located in New Braunfels, Texas (the "Premises"), as more particularly described therein (the "Ground Lease");

WHEREAS, Section 5(c) of the Ground Lease contemplates certain environmental inspections and reports to be performed as part of Tenant's due diligence for the Premises;

WHEREAS, Tenant has completed such inspections and has delivered copies of such reports to Landlord for Landlord's records;

WHEREAS, Landlord and Tenant have agreed to proceed with the Ground Lease and waive the Environmental Contingency described in Section 5(c) subject to the terms of this First Amendment.

NOW, THEREFORE, for $10.00 consideration and the mutual promises and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Incorporation of recitals*. The recitals above are hereby incorporated into this First Amendment as if restated herein in the entirety.

2. *New Section 34*. The following shall be incorporated into the Ground Lease as a new Section 34:

> 34. Environmental Site Work. Tenant has delivered and Landlord acknowledges receipt of that certain Phase I Environmental Site Assessment dated February 24, 2010 prepared by QORE, Inc., project no. 22406648A and the Asbestos Report dated April 5, 2010 prepared

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by S&ME, project no. 1474-10-184 (collectively, the "Environmental Reports"). The Environmental Reports make recommendations for certain precautions to be taken upon removal of the existing improvements on the Premises. Landlord shall pay all costs incurred by Tenant in performing the asbestos remediation as recommended in the Environmental Reports, Landlord's estimated to be $2,500.00. In no event shall Landlord's share exceed $5,000.00. Landlord shall pay Landlord's share of such costs to Tenant within thirty (30) days following receipt of an invoice requesting same. In the event Landlord fails to pay such sum within the 30-day period, Tenant may offset such costs from the rent due hereunder.

3. *Confirmation of Expiration of Due Diligence Period*. The parties acknowledge and agree that satisfaction of the Environmental Contingency occurred on May 3, 2010 with the election by Landlord and Tenant to proceed the precautions recommended in the Environmental Reports. Accordingly, Tenant's initial Due Diligence Period expires on August 31, 2010, with an outside expiration date of October 30, 2010 if both 30-day extensions are utilized.

4. *Ratification*. The parties hereby acknowledge and agree that the Ground Lease is in full force and effect and hereby ratify all terms and conditions contained therein, subject only to this First Amendment.

5. *Capitalized Terms*. Unless specifically defined herein, all capitalized terms shall have the meaning as defined in the Ground Lease.

6. *Counterparts, Facsimiles*. This First Amendment may be signed in two or more counterparts, each of which shall be considered an original hereof. Facsimile signatures will be deemed the equivalent of original "wet-ink" signatures for all evidentiary purposes, and the parties agree to accept facsimile signatures as such.

7. *No Further Amendments*. Except as specifically set forth in this First Amendment, the Ground Lease shall remain unmodified and in full force and effect.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date and year first above written.

LANDLORD:

337 LOOP, LLC,
a Texas limited liability company

By:____________________
Title:____________________
Date: ____________________

TENANT:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: [signature]
Title: ROB EFFNER
Date: 5/13/16

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IN WITNESS WHEREOF, the parties have executed this First Amendment on the date and year first above written.

LANDLORD:

337 LOOP, LLC,
a Texas limited liability company

By: [signature]
Title: General Partner
Date: 5-6-10

Frank C. Hampel, Jr., M.D.

TENANT:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By:____________________
Title:____________________
Date: ____________________

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FIRST AMENDMENT TO GROUND LEASE

This **FIRST AMENDMENT TO GROUND LEASE** (the "First Amendment") entered into this 6th day of MAY, 2010, by and between **337 LOOP, LLC**, a Texas limited liability company (hereinafter called "Landlord"), and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation (hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Ground Lease on April 14, 2010 for certain property located in New Braunfels, Texas (the "Premises"), as more particularly described therein (the "Ground Lease");

WHEREAS, Section 5(c) of the Ground Lease contemplates certain environmental inspections and reports to be performed as part of Tenant's due diligence for the Premises;

WHEREAS, Tenant has completed such inspections and has delivered copies of such reports to Landlord for Landlord's records;

WHEREAS, Landlord and Tenant have agreed to proceed with the Ground Lease and waive the Environmental Contingency described in Section 5(c) subject to the terms of this First Amendment.

NOW, THEREFORE, for $10.00 consideration and the mutual promises and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Incorporation of recitals*. The recitals above are hereby incorporated into this First Amendment as if restated herein in the entirety.

2. *New Section 34*. The following shall be incorporated into the Ground Lease as a new Section 34:

34. Environmental Site Work. Tenant has delivered and Landlord acknowledges receipt of that certain Phase I Environmental Site Assessment dated February 24, 2010 prepared by QORE, Inc., project no. 22406648A and the Asbestos Report dated April 5, 2010 prepared by S&ME, project no. 1474-10-184 (collectively, the "Environmental Reports"). The Environmental Reports make recommendations for certain precautions to

be taken upon removal of the existing improvements on the Premises. Landlord shall pay all costs incurred by Tenant in performing the asbestos remediation as recommended in the Environmental Reports, Landlord's estimated to be $2,500.00. In no event shall Landlord's share exceed $5,000.00. Landlord shall pay Landlord's share of such costs to Tenant within thirty (30) days following receipt of an invoice requesting same. In the event Landlord fails to pay such sum within the 30-day period, Tenant may offset such costs from the rent due hereunder.

3. _Confirmation of Expiration of Due Diligence Period_. The parties acknowledge and agree that satisfaction of the Environmental Contingency occurred on May 3, 2010 with the election by Landlord and Tenant to proceed the precautions recommended in the Environmental Reports. Accordingly, Tenant's initial Due Diligence Period expires on August 31, 2010, with an outside expiration date of October 30, 2010 if both 30-day extensions are utilized.

4. _Ratification_. The parties hereby acknowledge and agree that the Ground Lease is in full force and effect and hereby ratify all terms and conditions contained therein, subject only to this First Amendment.

5. _Capitalized Terms_. Unless specifically defined herein, all capitalized terms shall have the meaning as defined in the Ground Lease.

6. _Counterparts, Facsimiles_. This First Amendment may be signed in two or more counterparts, each of which shall be considered an original hereof. Facsimile signatures will be deemed the equivalent of original "wet-ink" signatures for all evidentiary purposes, and the parties agree to accept facsimile signatures as such.

7. _No Further Amendments_. Except as specifically set forth in this First Amendment, the Ground Lease shall remain unmodified and in full force and effect.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date and year first above written.

LANDLORD:

337 LOOP, LLC,
a Texas limited liability company

By:________________________
Title:________________________
Date: ________________________

TENANT:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: [signature]
Title: ROB EFFNER
Date: 5/13/10

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