

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§	
	§	
HUSA, INC.,	§	CASE NO. 17-36535-H1-11
	§	(Chapter 11)
Debtor.	§	(Jointly Administered)

**DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE FOR HUSA, INC., ET AL**

ARTICLE I

Summary and Definitions

1.01 Summary of Plan. This First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code for HUSA, Inc., et al (the "Plan") proposes to pay creditors of HUSA, Inc., et al (the "Debtors") from the sale of assets of certain of the Debtors, ongoing operations and cash flow of certain remaining Debtors, and an infusion of cash from Larry Martin and Edgar Carlson in exchange for shares of the reorganizing debtors.

The Plan is structured as one plan, but each of the entities is provided for separately and is separately treating its classes of creditors separately under the Plan. Under the Plan, HUSA, Inc., HUSA Management, Inc., and Hospitality USA Investment Group, Inc. will be liquidated. There few assets will be sold at auction and the creditors of those entities will be paid according to their priority under the Bankruptcy Code. All of the assets of Baker St. Marina Square, LLC, Baker St. Belmar, LLC, Baker St. The Corners, LLC, Baker St. Quadrangle, LLC, and Sherlock's USA, Inc. will be sold free and clear of liens at auctions pursuant to 11 U.S.C. 363(b). Creditors of those entities will be paid according to their priority under the Bankruptcy Code. Finally, Sherlock's Addison, LLC, Local Pour The Woodlands, LLC, Baker St. Town Center, LLC, Baker St. Woodlands, LLC, and Baker St. LaCenterra, LLC will remain in business and restructure their debts. These Debtors anticipate that the unsecured creditors will receive 100% of the Allowed Amount of their Claims. The shareholders of HUSA, Inc., Larry Martin and Edgar Carlson, will be issued the shares of these reorganized debtors in exchange for cash they will provide to these Debtors to cure their lease arrearages in full within 30 days after the Effective Date. The amount required to cure these lease arrearages is expected to be in excess of \$250,000.00.

This Plan also provides for the payment of administrative, priority claims. All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers**

carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.

1.01 “Accrued Interest” means interest due to any creditor which becomes a component of that creditor’s Allowed Secured Claim pursuant to 11 U.S.C. §506(b).

1.02 “Administrative Claim” means any Claim filed pursuant to 11 U.S.C. §503 for costs or expenses of administration of the Chapter 11 Case.

1.03 “Administrative Claim Application” means any application or motion seeking payment of an Administrative Claim.

1.04 “Administrative Claim Bar Date” means the deadline for filing all Administrative Claim Applications, which is sixty (60) days after the Effective Date, after which date any Administrative Claim Application filed shall have no effect on this Plan and no right to participate under the Plan.

1.05 “Allowed Amount” means the amount of any Allowed Claim. The Allowed Amount of any Allowed Claim that is an Unsecured Claim shall not include interest accruing after the Chapter 11 Case was commenced.

1.06 “Allowed Claim” means (i) a Claim which has been allowed by Final Order of the Court; (ii) a Claim timely filed with the Clerk of the Court or scheduled as other than unliquidated, disputed or contingent by the Debtor in its Schedules and Statement of Financial Affairs or Amended Schedules and Amended Statement of Affairs filed with the Court, as to which Claim no objection to the allowance thereof has been timely filed, or as to which Claim either an objection to the Claim or an application to amend the Schedules with respect to such Claim has resulted in the allowance of the Claim, in whole or in part, by Final Order of the Court; (iii) a Claim whose amount is established as a provision of the Plan; or (iv) a right to payment from the Estate Property for compensation or reimbursement as approved by the Court by Final Order.

1.07 “Bankruptcy Code” means the Bankruptcy Code of 1978 as amended by the Bankruptcy Abuse Prevention and Consumer Protection Act (BAPCA) contained in 11 U.S.C. §101 et. seq. and any other amendments thereto.

1.08 “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

1.09 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, and as applicable, the Local Rules of Bankruptcy Procedure for the Bankruptcy Court, as amended.

1.10 “Bar Date” means the deadline established for filing Proofs of Claims as set in the Order Setting Meeting of Creditors as May 7, 2018 and June 4, 2018 for governmental entities, after which date any Proof of Claim filed will have no effect on this Plan and no right to participate with other creditors under the Plan.

1.11 “Belmar” means Baker St. Belmar, LLC.

1.12 “Belmar Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Belmar and Belmar ~~Commercial Owner~~ Mainstreet Holdings I, LLC, LP for lease of the real property and improvements at 7260 West Alaska Drive, Unit D, Lakewood, CO 80226.

1.13 “Cash” means cash, cash equivalents, and other readily marketable securities or instruments including, without limitation, readily marketable direct obligations of the United States of America, certificates of deposit issued by banks, and commercial paper of any entity, including interest earned or accrued thereon.

1.14 “Chapter 11 Case” means the original bankruptcy case which commenced with the filing of a voluntary petitions under Chapter 11 of the Bankruptcy Code by the Debtors on December 4, 2017, which bankruptcy cases are currently pending in the Bankruptcy Court and are jointly administered under the case styled *In re HUSA, Inc.*, Case No. 17-36535-H1-11.

1.15 “Claim” means an asserted right to payment from the Estate Property, which is evidenced by a Proof of Claim or Administrative Claim Application.

1.16 “Closing Date” means the date on which the sale of the assets of the Baker Street Entities to the successful purchaser closes under the terms of the asset purchase agreement.

1.17 “Collateral” means any property, claim, or right which is determined to be collateral or security for any Allowed Secured Claim.

1.18 “Confirmation Date” means the date of the entry of the Confirmation Order.

1.19 “Confirmation Hearing” means the hearing or hearings during which the Court considers whether to confirm the Plan.

1.20 “Confirmation Order” means the order entered by the Court confirming the Plan.

1.21 “Court” means the Bankruptcy Court presiding over this Chapter 11 Case or, if applicable, the United States District Court for the Southern District of Texas, Houston Division, having original jurisdiction over the Chapter 11 Case or any federal appellate court.

1.22 “Creditors” means all creditors of the Debtors holding or asserting claims for debts, liabilities, demands or claims of any character whatsoever, as defined in 11 U.S.C. §101(4) of the Bankruptcy Code.

1.23 “Debtors” means HUSA, Inc., HUSA Management, Inc., Hospitality USA Investment Group, Inc., Baker St. Belmar, LLC, Baker St. LaCenterra, LLC, Baker St. The Corners, LLC, Baker St. Quadrangle, LLC, Sherlock’s Addison, LLC, Baker Street Town

Square, LLC, Baker St. Grisby Lane, LLC, Baker St. Woodlands, LLC, Sherlock's USA, Inc., Local Pour The Woodlands, LLC, and Baker St. Marina Square, LLC.

1.24 "Disclosure Statement" means the disclosure statement regarding the Plan filed by the Debtor on March 26, 2018, or, if amended, the most current amended disclosure statement.

1.25 "Disputed Claim" means any Claim to which an objection has been filed or which for any other reason is not yet an Allowed Claim.

1.26 "Distribution Order" means an order or orders of the Court determining, with respect to any Claim, (i) the classification of such Claim under the Plan; (ii) the Allowed Amount of such Claim, and/or (iii) the consideration to be distributed to the holder of such Claim pursuant to the provisions of the Plan or of any Compromise Agreement and directing that such distribution be made. A Distribution Order may contain appropriate conditions precedent to distribution with respect to a Claim, such as a requirement that an instrument or security evidencing a claim or being held as collateral for any claim be surrendered or canceled.

1.27 "Effective Date" means the date on which the Confirmation Order becomes a Final Order.

1.28 "Estate Property" means all property of the Debtor as defined in 11 U.S.C. §541.

1.29 "Final Order" means an order or judgment which is no longer subject to appeal or review, or if subject to an appeal or motion for rehearing, the operation or effect of which has not been stayed.

1.30 "HUSA" means HUSA, Inc.

1.31 "HUSA Management" means HUSA Management, Inc.

1.32 "Hospitality" means Hospitality USA Investment Group, Inc.

1.33 "Integrity Notes" means the promissory notes payable by Hospitality USA Investment Group, Inc. to Integrity Bank in the original principal amount of \$3,248,996, \$1,400,000, and \$400,000 and the promissory note payable by HUSA, Inc. to Integrity Bank in the original principal amount of \$1,189,317, and the promissory note payable by HUSA Grisby South, LLC in the original principal amount of \$1,600,000.00. The aggregate amount remaining due on all of the Integrity Notes is \$3,490,210.02 which is secured by the assets of the Debtors (except the HUSA Grisby South, LLC note is not secured by assets of Hospitality USA Investment Group, Inc.) all of which Integrity Notes are guaranteed by HUSA, Inc.~~"Integrity Notes" means the promissory notes payable by Hospitality USA Investment Group, Inc. to Integrity Bank in the original principal amount of \$3,248,996, \$1,400,000, and \$400,000 and the promissory note payable by HUSA, Inc. to Integrity Bank in the original principal amount of \$1,189,317. The aggregate amount remaining due on all of the notes is approximately \$3,053,103.~~

1.34 “Interest” means an equity interest in the Debtors.

1.35 “LaCenterra” means Baker St. LaCenterra, LLC.

1.36 “LaCenterra Lease” means the lease agreement between LaCenterra and ~~LaCenterra at Cinco Ranch~~ PR II LaCenterra, LP for lease of the real property and improvements at 23501 Cinco Ranch Blvd., Ste. A150, Katy, TX 77494

1.37 “Local Pour” means Local Pour The Woodlands, LLC.

1.38 “Local Pour Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Local Pour and HL Restaurant Row, LLC for lease of the real property and improvements at 1900 Hughes LAnding Blvd., Bldg. A, Ste. 350, The Woodlands, TX 77380.

1.39 “Marina Square” means Baker St. Marina Square, LLC.

1.40 “Marina Square Lease” mean the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Marina Square and MB Marina Square, LLC for lease of the real property and improvements at 8101 East Belleview Ave., Ste. 5, Denver, CO 80237.

1.41 “Petition Date” means December 4, 2017, the date upon which the Chapter 11 Case was commenced.

1.42 “Plan” means this Chapter 11 Plan in its present form or as it may be amended or supplemented.

1.43 “Priority Claim” shall be any Allowed Claim filed pursuant to 11 U.S.C. §507(~~ab~~)(2) - (~~ab~~)(~~86~~) and all Claims entitled by Order of the Court to priority status.

1.44 “Pro Rata Share” means the amount which is the result of multiplying the monies available to a named class of Creditors by that fraction in which the numerator is the Allowed Amount of a particular Claim in the named class and the denominator is the total of the allowed amounts of all the Claims of the named class.

1.45 “Quadrangle” means Baker St. Quadrangle, LLC.

1.46 “Quadrangle Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between The Quadrangle and Clover Quadrangle Corp. for lease of the real property and improvements at 2800 Routh Street, Dallas, TX 75201.

1.47 “Secured Claim” means the claim of any creditor or Debtor who holds a lien, security interest, or other encumbrance on Estate Property as security for repayment thereof, and which lien, security interest, or other encumbrance has been properly perfected as required by

law, to the extent of the value of the security, as determined in accordance with Section 506 of the Bankruptcy Code.

1.48 “Secured Tax Claim” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

1.4~~98~~ “Sherlock’s Addison” means Sherlock’s Addison, LLC.

1.4~~9~~~~50~~ “Sherlock’s Addison Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Sherlock’s Addison and VOP, LP for lease of the real property and improvements at 5100 Beltline Road, Ste. 776, Addison, TX 75254.

1.5~~19~~ “Sherlock’s Westheimer” means Sherlock’s USA, Inc.

1.5~~24~~ “Sherlock’s Westheimer Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Sherlock’s Westheimer and Sopros Investment Corp. for lease of the real property and improvements at 10001 Westheimer Road, Ste. 2840, Houston, TX 77042.

1.5~~32~~ “Tax Claim” shall be any Allowed Claim filed pursuant to 11 U.S.C. §507(a)(~~87~~).

1.5~~43~~ “The Corners” means Baker St. The Corners, LLC.

1.5~~54~~ “The Corners Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Corners Shopping Center, LP for lease of the real property and improvements at 3003 S. Lamar Blvd., Ste. F105, Austin, TX 78704.

1.5~~65~~ “Town Square” means Baker Street Town Square, LLC.

1.5~~76~~ “Town Square Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Town Square and LCFRE Sugarland Town Square, LLC for lease of the real property and improvements at 15970 City Walk, Sugar Land, TX 77479.

1.5~~87~~ “Unsecured Claim” shall mean the claim of any Creditor for which the holder holds no security for the repayment thereof.

1.5~~98~~ “Waterway” means Baker St. Woodlands, LLC.

1.5~~960~~ “Waterway Lease” means the lease agreement, including any and all amendments, addenda, renewals, and supplements, between Waterway and 20 & 25 Waterway Holdings, LLC for lease of the real property and improvements at 25 Waterway, Ste. 100, The Woodlands, TX 77380.

1.6~~19~~ “Watson’s” means Baker St. Grisby Lane, LLC.

| 1.6~~2~~⁴ “Watson’s Lease” means the lease agreement between Watson’s and Grisby Holdings, LLC for lease of the real property and improvements at 14656 Grisby Lane, Houston, TX 77079.

ARTICLE II

Classification Of Claims And Interests

2.01 HUSA, Inc. Claims and Interests

HUSA Class 1 Claim. This class consists of the Allowed, Secured Claims of Integrity Bank ~~for the Integrity Note in the original principal amount of \$1,189,317 with a remaining balance of \$590,984.~~

HUSA Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, for taxes on personal property.

HUSA Class 3 Claims. This class consists of the Allowed, General Unsecured Claims of HUSA.

HUSA Class 4 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of HUSA.

HUSA Class 5 Interests. This class consists of all Allowed, Equity Interests in HUSA. This class consists of Larry Martin and Edgar Carlson.

2.02 HUSA Management, Inc. Claims and Interests

HUSA Management Class A Claim consists of the Integrity Notes secured by the assets of HUSA Management, Inc.

HUSA Management Class 1 Claim. This class consists of the Allowed, Secured Claims of BBVA Compass for the purchase money loan, secured by a Security Agreement covering the 2015 Ford F-250.

HUSA Management Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, for taxes on personal property.

HUSA Management Class 3 Claims. This class consists of the Allowed, General Unsecured Claims of HUSA Management.

HUSA Management Class 4 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of HUSA Management.

HUSA Management Class 5 Interests. This class consists of all Allowed, Equity Interests in HUSA Management. This class consists of HUSA.

2.03 Hospitality USA Investment Group, Inc. Claims and Interests

Hospitality Class 1 Claim. This class consists of the Allowed, Secured Claims of Integrity Bank ~~for the Integrity Notes in the original principal amount of \$3,248,996, \$1,400,000, and \$400,000 with remaining balances of \$1,125,317, \$1,069,444, and \$267,361.~~

Hospitality Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, for taxes on personal property.

Hospitality Class 3 Claims. This class consists of the Allowed, Secured Claims of US Foods.

Hospitality Class 43 Claims. This class consists of the Allowed, General Unsecured Claims of Hospitality.

Hospitality Class 54 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Hospitality.

Hospitality Class 65 Interests. This class consists of all Allowed, Equity Interests in Hospitality. This class consists of HUSA.

2.04 Baker St. Marina Square, LLC Claims and Interests

Marina Square Class 1 Claim. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$300,000.~~

Marina Square Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, county, and state for taxes on personal property and sales/mixed beverages taxes.

Marina Square Class 3 Claims. This class consists of the Allowed, Secured Claim of MB Marina Square, LLC for prepetition rent arrearages on the Marina Square Lease.

Marina Square Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Marina Square.

Marina Square Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Marina Square.

Marina Square Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Marina Square.

Marina Square Class 7 Interests. This class consists of all Allowed, Equity Interests in Marina. This class consists of Hospitality.

2.05 Baker St. Belmar, LLC Claims and Interests

Belmar Class 1 Claim. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$300,000.~~

Belmar Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, county, and state for taxes on personal property and sales/mixed beverage taxes.

Belmar Class 3 Claims. This class consists of the Allowed, Secured Claim of Belmar ~~Commercial Owner, LPM~~ Mainstreet Holdings, LLC for prepetition rent arrearages on the Belmar Lease.

Belmar Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Belmar.

Belmar Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Belmar.

Belmar Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Belmar.

Belmar Class 7 Interests. This class consists of all Allowed, Equity Interests in Belmar. This class consists of Hospitality.

2.06 Baker St. The Corners, LLC

The Corners Class 1 Claim. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$250,000.~~

The Corners Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property ~~and sales/mixed beverage taxes.~~

The Corners Class 2A Claims. ~~This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.~~

The Corners Class 3 Claims. This class consists of the Allowed, Secured Claim of Corners Shopping Center, LP for prepetition rent arrearages on The Corners Lease.

The Corners Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by The Corners.

The Corners Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of The Corners.

The Corners Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of The Corners.

The Corners Class 7 Interests. This class consists of all Allowed, Equity Interests in The Corners. This class consists of Hospitality.

2.07 Baker St. Quadrangle, LLC Claims and Interests

Quadrangle Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$300,000.~~

Quadrangle Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property ~~and sales/mixed beverage taxes.~~

Quadrangle Class 2A Claims. ~~This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.~~

Quadrangle Class 3 Claims. This class consists of the Allowed, Secured Claim of Clover Quadrangle Corp. for prepetition rent arrearages on the Quadrangle Lease.

Quadrangle Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Quadrangle.

Quadrangle Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Quadrangle.

Quadrangle Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Quadrangle.

Quadrangle Class 7 Interests. This class consists of all Allowed, Equity Interests in Quadrangle. This class consists of Hospitality.

2.08 Sherlock's USA, Inc. Claims and Interests

Sherlock's Westheimer Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$150,000.~~

Sherlock's Westheimer Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property ~~and sales/mixed beverage taxes.~~

Sherlock's Westheimer Class 2A Claims. ~~This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.~~

Sherlock's Westheimer Class 3 Claims. This class consists of the Allowed, Secured Claim of Sopros Investment Corp. for prepetition rent arrearages on the Sherlock's Westheimer Lease.

Sherlock's Westheimer Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Sherlock's Westheimer.

Sherlock's Westheimer Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Sherlock's Westheimer.

Sherlock's Westheimer Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Sherlock's Westheimer.

Sherlock's Westheimer Class 7 Interests. This class consists of all Allowed, Equity Interests in Sherlock's Westheimer. This class consists of Hospitality.

2.09 Baker St. Grisby Lane, LLC Claims and Interests

Watson's Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$300,000.~~

Watson's Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property, ~~and sales/mixed beverage taxes.~~

Watson's Class 2A Claims. This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.

Watson's Class 3 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Watson's.

Watson's Class 4 Claims. This class consists of the Allowed, Secured Claim of Grisby Holdings, LLC for prepetition rent arrearages on the Watson's Lease.

Watson's Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Watson's.

Watson's Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Watson's.

Watson's Class 7 Interests. This class consists of all Allowed, Equity Interests in Watson's. This class consists of Hospitality.

2.10 Baker St. LaCenterra, LLC Claims and Interests

LaCenterra Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$300,000.~~

LaCenterra Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property, ~~and sales/mixed beverage taxes.~~

LaCenterra Class 2A Claims. This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.

LaCenterra Class 3 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by LaCenterra. US Foods asserts that it has the senior lien on this Debtor. US Foods consents to the classification herein only for the purposes of the Debtors' bankruptcy. Nothing herein shall be construed as a determination of the priority of US Foods' claim.

LaCenterra Class 4 Claims. This class consists of the Allowed, Secured Claim of ~~Cineo Ranch~~ PR II LaCenterra, LP for prepetition rent arrearages on the LaCenterra Lease.

LaCenterra Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of LaCenterra.

LaCenterra Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of LaCenterra.

LaCenterra Class 7 Interests. This class consists of all Allowed, Equity Interests in LaCenterra. This class consists of Hospitality.

2.11 Baker St. Town Square, LLC Claims and Interests

Town Square Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$350,000.~~

Town Square Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property, ~~and sales/mixed beverage taxes.~~

Town Square Class 2A Claims. ~~This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.~~

Town Square Class 3 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Town Square.

Town Square Class 4 Claims. This class consists of the Allowed, Secured Claim of LCFRE Sugarland Town Square, LLC for prepetition rent arrearages on the Town Square Lease.

Town Square Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Town Square.

Town Square Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Town Square.

Town Square Class 7 Interests. This class consists of all Allowed, Equity Interests in Town Square. This class consists of Hospitality.

2.12 Baker St. Woodlands, LLC Claims and Interests

Waterway Class 1 Claims. This class consists of ~~a proportionate share of~~ the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$350,000.~~

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Waterway Class 2 Claims. This class consists of the Allowed, Secured Claim of Mission Valley Bank in the original, principal amount of \$200,000.

Waterway Class 3 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property. ~~and sales/mixed beverage taxes.~~

Waterway Class 3A Claims. This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.

Waterway Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Waterway.

Waterway Class 5 Claims. This class consists of the Allowed, Secured Claim of 20 & 25 Waterway Holdings, LLC for prepetition rent arrearages on the Waterway Lease.

Waterway Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Waterway.

Waterway Class 7 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Waterway.

Waterway Class 8 Interests. This class consists of all Allowed, Equity Interests in Waterway. This class consists of Hospitality.

2.13 Sherlock's Addison, LLC Claims and Interests

Sherlock's Addison Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$350,000.~~

Sherlock's Addison Class 2 Claims. This class consists of the Allowed, Secured Claim of Mission Valley Bank in the original, principal amount of \$200,000.

Sherlock's Addison Class 3 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property. ~~and sales/mixed beverage taxes.~~

Sherlock's Addison Class 3A Claims. This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.

Sherlock's Addison Class 4 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Sherlock's Addison.

Sherlock's Addison Class 5 Claims. This class consists of the Allowed, Secured Claim of VOP, LP for prepetition rent arrearages on the Sherlock's Addison Lease.

Sherlock's Addison Class 6 Claims. This class consists of the Allowed, General Unsecured Claims of Sherlock's Addison.

Sherlock's Addison Class 7 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Sherlock's Addison.

Sherlock's Addison Class 8 Interests. This class consists of all Allowed, Equity Interests in Sherlock's Addison. This class consists of Hospitality.

2.14 Local Pour the Woodlands, LLC Claims and Interests

Local Pour Class 1 Claims. This class consists of a proportionate share of the Allowed, Secured Claims of Integrity Bank ~~in the amount of \$400,000.~~

Local Pour Class 2 Claims. This class consists of the Allowed, Secured Claims of the governmental entities, local, city, and county, ~~and state~~ for taxes on personal property. ~~and sales/mixed beverage taxes.~~

Local Pour Class 2A Claims. ~~This class consists of the Allowed, Unsecured, Priority Tax Claims of the Comptroller of the State of Texas for taxes on sales of mixed beverages.~~

Local Pour Class 3 Claims. This class consists of the Allowed, Secured Claims of US Foods, Inc. for purchase of food supplies by Local Pour.

Local Pour Class 4 Claims. This class consists of the Allowed, Secured Claim of HL Restaurant Row, LLC for prepetition rent arrearages on the Local Pour Lease.

Local Pour Class 5 Claims. This class consists of the Allowed, General Unsecured Claims of Local Pour.

Local Pour Class 6 Claims. This class consists of the Allowed, ~~Unperfected~~-Secured Claim of Snap Advances, LLC ~~as subordinated.~~

Local Pour Class 7 Claims. This class consists of the Allowed, General Unsecured Claims of Insiders of Local Pour.

Local Pour Class 8 Interests. This class consists of all Allowed, Equity Interests in Local Pour. This class consists of Hospitality.

ARTICLE III

Treatment Of Claims And Interests Under The Plan

3.01 Non-Classified Claims. Claims and interests shall be treated as follows under this Plan. Certain types of claims are automatically entitled to specific treatment under the Code.

They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class. One category of such claims are administrative expenses are costs or expenses of administering the Debtor's chapter 11 case, which are allowed under § 507(a)(2) of the Code. Fees owed to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) are another category of such administrative expenses. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment. All fees required to be paid by 28 U.S.C. § 1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid. To the extent there are such fees due and owing on the confirmation date, such fees will be paid in cash in full on the Effective Date. Other U.S. Trustee Fees incurred after the confirmation date will be paid timely until the case is closed. Holders of other forms of allowed administrative expense claims shall be paid in cash, in full, on the Effective Date, or as agreed between the Debtor and such holder of administrative expense claim.

US Foods has requests allowance of an administrative expense claim for certain portions of its debt that fall within application of the Perishable Agricultural Commodities Act ("PACA"). To the extent that the Court allows such administrative expense claims, those claims will have priority as administrative expenses of the Debtors' various estates and will be paid in cash, in full, on the Effective Date, or as agreed between the Debtor and such holder of administrative expense claim. Additionally, restructuring restaurants shall remain subject to their prepetition credit applications and guaranties, or will execute new credit applications and guaranties depending on what is required by the US Foods credit team.

3.02 Treatment of the Claims and Interests of the Liquidating Debtors.

HUSA, HUSA Management, Hospitality, Marina Square, Belmar, The Corners, Quadrangle, and Sherlock's Westheimer, will sell all of their respective assets pursuant to the terms of sale procedures to be approved by the Bankruptcy Court. The proceeds of the sales of their assets will be used to pay the holders of Allowed Claims and administrative claims against each of those Debtors as provided for in the priority scheme of the Bankruptcy Code. The Disbursing Agent will handle disbursement of sale proceeds pursuant to the Plan.

3.03 Treatment of HUSA's Claims and Interests.

HUSA Class 1 Claim. Integrity Bank will retain its liens and receive ~~first~~ proceeds of the sale of the assets of HUSA up to the Allowed Amount of its Secured Claim up to \$50,000 after payment in cash, in full of the allowed HUSA Class 2 Claims.

HUSA Class 2 Claims. The taxing authorities will receive ~~all first~~ proceeds of the sale of the assets of HUSA ~~after Integrity Bank is paid \$50,000~~ up to the amount of its Allowed, Secured Class 2 Claim.

HUSA Class 3 Claims. The Holders of Allowed, General Unsecured Claims of HUSA shall receive in cash, pro rata, any proceeds of the sale of the assets of HUSA remaining after payment of the HUSA Class 1 Claim ~~of \$50,000~~ and payment of the Allowed Class 2 Claims.

HUSA Class 4 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of HUSA ~~will shall receive in cash, pro rata, any proceeds of the sale of the assets of HUSA remaining after payment of the HUSA administrative expenses and the Allowed Amount of the HUSA Class 1 - 3 Claims, receive nothing on account of their Claims.~~

HUSA Class 5 Interests. Larry Martin and Edgar Carlson will not retain their shares of HUSA and will receive nothing on account of their Interests in HUSA.

3.05 Treatment of HUSA Management's Claims and Interests.

HUSA Management Class A Claim. Integrity Bank will retain its lien and receive all proceeds of sale of all assets of HUSA Management up to the amount of its Allowed, Secured Class A Claim.

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HUSA Management Class 1 Claim. BBVA Compass will retain its lien and receive all proceeds of the sale of the 2015 Ford F-250.

HUSA Management Class 2 Claims. The taxing authorities will receive ~~all first~~ proceeds of the sale of the assets of HUSA Management up to the amount of its Allowed, ~~Secured HUSA Management~~ Class 2 Claim.

HUSA Management Class 3 Claims. The Holders of Allowed, General Unsecured Claims of HUSA shall receive in cash, pro rata, any proceeds of the sale of the assets of HUSA Management remaining after payment of the Allowed HUSA Management Class 2 Claims.

HUSA Management Class 4 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of HUSA ~~will receive nothing on account of their shall receive in cash, pro rata, any proceeds of the sale of the assets of HUSA Management remaining after payment of the HUSA Management administrative expenses and the Allowed Amount of the HUSA Management Class 1 - 3 Claims, Claims.~~

HUSA Management Class 5 Interests. HUSA will not retain its shares of HUSA Management and will receive nothing on account of their Interests in HUSA Management.

3.06 Treatment of Hospitality USA Investment Group, Inc.'s Claims and Interests.

Hospitality Class 1 Claim. Integrity Bank will retain its liens and receive ~~first~~ proceeds of the sale of the assets of Hospitality up to ~~\$50,000~~ the Allowed Amount of its Secured Claim, after payment in cash, in full of the Allowed Hospitality Class 2 Claims.

Hospitality Class 2 Claims. The taxing authorities will receive ~~all-first~~ proceeds of the sale of the assets of Hospitality ~~after Integrity Bank is paid \$50,000 up to the amount of its Allowed, Secured Class 2 Claim, up to the amount of its Allowed Hospitality Class 2 Claim.~~

Hospitality Class 3 Claims. Other than payment of US Foods' Administrative Claim in the amount of \$26,622.00 and US Foods PACA claim which is subject to payment by an order entered by the bankruptcy court, US Foods Class 3 Claim against this Debtor shall be treated as a Class 4 Claim.

Hospitality Class 43 Claims. The Holders of Allowed, General Unsecured Claims of Hospitality shall receive in cash, pro rata, any proceeds of the sale of the assets of Hospitality remaining after payment of the Administrative Claims, Hospitality Class 1 Claim, ~~of \$50,000~~ and payment of the Allowed Class 2 Claims.

Hospitality Class 54 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of Hospitality ~~will receive nothing on account of their shall receive in cash, pro rata, any proceeds of the sale of the assets of Hospitality remaining after payment of the Hospitality administrative expenses and the Allowed Amount of the Hospitality Class 1 - 3 Claims, Claims.~~

Hospitality Class 65 Interests. HUSA will not retain its shares of Hospitality and will receive nothing on account of their Interests in Hospitality.

3.07 Treatment of Baker St. Marina Square, LLC's Claims and Interests.

Marina Square's Administrative Expenses. From the closing of the sale of assets of Marina Square, the following administrative expenses will be paid at closing: (a) the Debtors' asset sale broker will be paid his broker's fee, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (b) Wauson|Probus will be paid ~~\$1025,000~~ in administrative expenses for Marina Square's proportionate share of fees and expenses incurred representing the Debtors, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (c) The US Trustee will be paid its quarterly fees due through the closing date; and (d) US Foods will be paid the amount of any approved PACA administrative expense claim and 503(b)(9) claim.

In addition, MB Marina Square, LLC will be paid the Allowed Amount of its Marina Square Class 3 Claim at closing immediately after payment of Marina Square's administrative expenses, so that the Marina Square Lease can be assumed and assigned to the purchaser of the Marina Square Assets.

Marina Square Class 1 Claim. Integrity Bank will retain its lien up to the Allowed ~~Amount of \$300,000 of Marina Square's assets~~ its Secured Claim. After payment of the administrative expenses detailed above, payment of the Allowed Marina Square Class 2 Claims, and payment of the Allowed Amount of the Marina Square Class 3 Claim, Integrity will be paid from proceeds of sale up to ~~it's~~ the Allowed Amount of its \$300,000 Secured Claim.

Marina Square Class 2 Claims. The taxing authorities will retain their liens and be paid the Allowed Amount of its Claim from the first proceeds of the sale of the assets of Marina

Square up to the amount of its Allowed, Secured Marina Square Class 2 Claim ~~after Integrity Bank is paid the full Allowed Amount of its Class 1 Claim.~~

Marina Square Class 3 Claims. MB Marina Square, LLC will retain its liens and be paid the Allowed Amount of its Claim ~~from the proceeds by the successful purchaser of the sale of the assets of Marina Square~~ in connection with Marina Square's assumption and assignment of the Marina Square Lease to that purchaser after payment of Marina Square's administrative expenses as described above.

Marina Square Class 4 Claims. US Foods will retain its liens and be paid the Allowed Amount of its Claim from the proceeds of sale of the assets of Marina Square after payment of Marina Square's administrative expenses and the Allowed Amount of the Marina Square Class 1 ~~and 2; and 3~~ Claims.

Marina Square Class 5 Claims. The Holders of Allowed, General Unsecured Claims of Marina Square shall receive in cash, pro rata, any proceeds of the sale of the assets of Marina Square remaining after payment of the Marina Square administrative expenses and the Allowed Amount of the Marina Square Class 1 - 4 Claims.

Marina Square Class 6 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of Marina Square ~~will receive nothing on account of their shall receive in cash, pro rata, any proceeds of the sale of the assets of Marina Square remaining after payment of the Marina Square administrative expenses and the Allowed Amount of the Marina Square Class 1 - 5 Claims.~~

Marina Square Class 7 Interests. Hospitality will not retain its shares of Marina Square and will receive nothing on account of its Interests in Marina Square.

3.08 Treatment of Baker St. Belmar, LLC's Claims and Interests.

Belmar's Administrative Expenses. From the closing of the sale of assets of Belmar, the following administrative expenses will be paid at closing: (a) the Debtors' asset sale broker will be paid his broker's fee, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (b) Wauson|Probus will be paid ~~\$1025,000~~ in administrative expenses for Belmar's proportionate share of fees and expenses incurred representing the Debtors, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (c) The US Trustee will be paid its quarterly fees due through the closing date; and (d) US Foods will be paid the amount of any approved PACA administrative expense claim ~~and 503(b)(9) claim.~~

In addition, Belmar Commercial Owner, LP will be paid the Allowed Amount of its Belmar Class 3 Claim at closing immediately after payment of Belmar's administrative expenses, so that the Belmar Lease can be assumed and assigned to the purchaser of the Belmar Assets.

Belmar Class 1 Claim. Integrity Bank will retain its lien up to the Allowed Amount of \$300,000 of Belmar's assets its Secured Claim. After payment of the administrative expenses

detailed above, payment of the Allowed Belmar Class 2 Claims, -and payment of the Allowed Amount of the Belmar Class 3 Claim, Integrity will be paid from proceeds of sale up to ~~it's the~~ Allowed Amount of ~~its Secured Claim~~ \$300,000.

Belmar Class 2 Claims. The taxing authorities will retain their liens and be paid the Allowed Amount of its Claim from the first proceeds of the sale of the assets of Belmar up to the amount of its Allowed, Secured Class 2 Claim ~~after Integrity Bank is paid the full Allowed Amount of its Class 1 Claim.~~

Belmar Class 3 Claims. Belmar ~~Commercial Owner, LP~~ Mainstreet Holdings I, LLC will retain its liens and be paid the Allowed Amount of its Claim by the successful purchaser of the assets of Belmar in connection with Belmar's assumption and assignment of the Belmar Lease to that purchaser from the proceeds of the sale of the assets of Belmar after payment of Belmar's administrative expenses as described above.

Belmar Class 4 Claims. US Foods will retain its liens and be paid the Allowed Amount of its Claim from the proceeds of sale of the assets of Belmar after payment of Belmar's administrative expenses and the Allowed Amount of the Belmar Class 1, and 2, and 3 Claims.

Belmar Class 5 Claims. The Holders of Allowed, General Unsecured Claims of Belmar shall receive in cash, pro rata, any proceeds of the sale of the assets of Belmar remaining after payment of the Belmar administrative expenses and the Allowed Amount of the Belmar Class 1 - 4 Claims.

Belmar Class 6 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of Belmar ~~will receive nothing on account of their~~ shall receive in cash, pro rata, any proceeds of the sale of the assets of Belmar remaining after payment of the Belmar administrative expenses and the Allowed Amount of the Belmar Class 1 - 5 Claims.

Belmar Class 7 Interests. Hospitality will not retain its shares of Belmar and will receive nothing on account of its Interests in Belmar.

3.09 Treatment of Baker St. The Corners, LLC's Claims and Interests.

The Corners' Administrative Expenses. From the closing of the sale of assets of The Corners, the following administrative expenses will be paid at closing: (a) the Debtors' asset sale broker will be paid his broker's fee, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (b) Wauson|Probus will be paid ~~\$1025,000~~ in administrative expenses for The Corners' proportionate share of fees and expenses incurred representing the Debtors, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (c) The US Trustee will be paid its quarterly fees due through the closing date; and (d) US Foods will be paid the amount of any approved PACA administrative expense claim ~~and 503(b)(9) claim.~~

In addition, Corners Shopping Center, LP will be paid the Allowed Amount of it's the Corners Class 3 Claim at closing immediately ~~after payment of~~ by the successful purchaser of

The Corners' ~~administrative expenses~~ assets, so that The Corners Lease can be assumed and assigned to the purchaser of The Corners' Assets.

The Corners Class 1 Claim. Integrity Bank will retain its lien up to the Allowed Amount of \$250,000 of The Corners' assets its Secured Claim. After payment of the administrative expenses detailed above, payment of the Allowed The Corners Class 2 Claims, and payment of the Allowed Amount of The Corners Class 3 Claim, Integrity will be paid from proceeds of sale up to ~~it~~ the Allowed Amount of ~~\$300,000~~ its Secured Claim.

The Corners Class 2 Claims. The taxing authorities will retain their liens and be paid the Allowed Amount of its Claim from the first proceeds of the sale of the assets of The Corners up to the amount of its Allowed, Secured Class 2 Claim ~~after Integrity Bank is paid the full Allowed Amount of its Class 1 Claim~~.

The Corners Class 2A Claims. The Comptroller of the State of Texas shall be paid in cash from any proceeds of the sale of the assets of The Corners remaining after payment of the Corners' administrative expenses and the Allowed Amount of the Corners' Class 1, 2, 3 and 4 Claims.

The Corners Class 3 Claims. Corners Shopping Center, LP will retain its liens and be paid the Allowed Amount of its Claim by the successful purchaser of the assets of The Corners in connection with The Corners' assumption and assignment of the Corners' Lease to that purchaser from the proceeds of the sale of the assets of The Corners after payment of The Corners administrative expenses as described above.

The Corners Class 4 Claims. US Foods will retain its liens and be paid the Allowed Amount of its Claim from the proceeds of sale of the assets of The Corners after payment of The Corners' administrative expenses and the Allowed Amount of the The Corners' Class 1, ~~and 2;~~ and 3 Claims.

The Corners Class 5 Claims. The Holders of Allowed, General Unsecured Claims of The Corners shall ~~receive be paid~~ in cash, pro rata, ~~from any the~~ proceeds of the sale of the assets of The Corners remaining after payment of the Corners' administrative expenses and the Allowed Amount of the Corners' Class 1, 2, 2A, 3 and ~~4~~ Claims.

The Corners Class 6 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of The Corners ~~will receive nothing on account of their~~ shall receive in cash, pro rata, any proceeds of the sale of the assets of The Corners remaining after payment of The Corners' administrative expenses and the Allowed Amount of The Corners' Class 1 - 5 Claims. ~~Claims.~~

The Corners Class 7 Interests. Hospitality will not retain its shares of The Corners and will receive nothing on account of its Interests in The Corners.

3.10 Treatment of Baker St. Quadrangle, LLC's Claims and Interests.

Quadrangle's Administrative Expenses. From the closing of the sale of assets of Quadrangle, the following administrative expenses will be paid at closing: (a) the Debtors' asset sale broker will be paid his broker's fee, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (b) Wauson|Probus will be paid \$~~4025~~0,000 in administrative expenses for Quadrangle's proportionate share of fees and expenses incurred representing the Debtors, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (c) The US Trustee will be paid its quarterly fees due through the closing date; and (d) US Foods will be paid the amount of any approved PACA administrative expense claim.~~—and 503(b)(9) claim.~~

In addition, Clover Quadrangle Corp. will be paid the Allowed Amount of its Quadrangle Class 3 Claim at closing immediately ~~after payment of~~ by the successful purchaser of the Quadrangle's administrative expenses assets, so that the Quadrangle Lease can be assumed and assigned to the purchaser of Quadrangle's assets.

Quadrangle Class 1 Claims. Integrity Bank will retain its lien up to the ~~Allowed~~ Amount of ~~\$300,000 of Quadrangle's assets~~ its Secured Claim. After payment of the administrative expenses detailed above, ~~the Allowed Quadrangle Class 2 Claims,~~ and payment of the Allowed Amount of the Quadrangle Class 3 Claim, Integrity will be paid from proceeds of sale up to ~~its~~ the Allowed Amount of \$300,000 its Secured Claim.

Quadrangle Class 2 Claims. The taxing authorities will retain their liens and be paid the Allowed Amount of its Claim from the first proceeds of the sale of the assets of Quadrangle up to the amount of its Allowed, Secured Class 2 Claim ~~after Integrity Bank is paid the full Allowed Amount of its Class 1 Claim.~~

Quadrangle Class 2A Claims. The Comptroller of the State of Texas shall be paid in cash from any proceeds of the sale of the assets of Quadrangle remaining after payment of the Quadrangle's administrative expenses and the Allowed Amount of the Quadrangle Class 1, 2, 3 and 4 Claims.

Quadrangle Class 3 Claims. Clover Quadrangle Corp. will retain its liens and be paid the Allowed Amount of its Claim by the successful purchaser of the assets of Quadrangle in connection with Quadrangle's assumption and assignment of the Quadrangle Lease to that purchaser ~~from the proceeds of the sale of the assets of Quadrangle after payment of the Quadrangle's administrative expenses as described above.~~

Quadrangle Class 4 Claims. US Foods will retain its liens and be paid the Allowed Amount of its Claim from the proceeds of sale of the assets of Quadrangle after payment of the Quadrangle's administrative expenses and the Allowed Amount of the Quadrangle's Class 1, 2, and 3 Claims.

Quadrangle Class 5 Claims. The Holders of Allowed, General Unsecured Claims of Quadrangle shall receive in cash, pro rata, any proceeds of the sale of the assets of Quadrangle remaining after payment of the Quadrangle's administrative expenses and the Allowed Amount of Quadrangle's Class 1 - 4 Claims.

Quadrangle Class 6 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of Quadrangle will ~~receive nothing on account of their Claims~~ shall receive in cash, pro rata, any proceeds of the sale of the assets of Quadrangle remaining after payment of Quadrangle administrative expenses and the Allowed Amount of the Quadrangle Class 1 - 5 Claims..

Quadrangle Class 7 Interests. Hospitality will not retain its shares of Quadrangle and will receive nothing on account of its Interests in Quadrangle.

3.11 Treatment of Sherlock's USA, Inc.'s Claims and Interests.

Sherlock's Westheimer's Administrative Expenses. From the closing of the sale of assets of Sherlock's Westheimer, the following administrative expenses will be paid at closing: (a) the Debtors' asset sale broker will be paid his broker's fee, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (b) Wauson|Probus will be paid ~~\$1025,000~~ in administrative expenses for Sherlock's Westheimer's proportionate share of fees and expenses incurred representing the Debtors, subject to and to be held in trust until it receives bankruptcy court approval for such fees; (c) The US Trustee will be paid its quarterly fees due through the closing date; and (d) US Foods will be paid the amount of any approved PACA administrative expense claim: and 503(b)(9) claim.

In addition, Sopros Investment Corp. will be paid the Allowed Amount of it's Sherlock's Westheimer's Class 3 Claim at closing immediately ~~after payment of by the successful purchaser of~~ of Sherlock's Westheimer's ~~administrative expenses~~ assets, so that the Sherlock's Westheimer Lease can be assumed and assigned to the purchaser of Sherlock's Westheimer's s assets.

Sherlock's Westheimer Class 1 Claims. Integrity Bank will retain its lien up to the ~~Allowed A~~ Allowed Amount of ~~\$150,000 of Sherlock's Westheimer's assets~~ its Secured Claim. After payment of the administrative expenses detailed above, the Allowed Sherlock's Westheimer Class 2 Claims, and payment of the Allowed Amount of the Sherlock's Westheimer's Class 3 Claim, Integrity will be paid from proceeds of sale up to ~~it's the~~ the Allowed Amount of ~~\$150,000~~ its Secured Claim.

Sherlock's Westheimer Class 2 Claims. The taxing authorities will retain their liens and be paid the Allowed Amount of its Claim from the first proceeds of the sale of the assets of Sherlock's Westheimer up to the amount of its Allowed, Secured Class 2 Claim ~~after Integrity Bank is paid the full Allowed Amount of its Class 1 Claim.~~

Sherlock's Westheimer Class 3 Claims. Sopros Investment Corp. will retain its liens and be paid the Allowed Amount of its Claim by the successful purchaser of the assets of Sherlock's Westheimer in connection with Sherlock's Westheimer's assumption and assignment of the Sherlock's Westheimer Lease to that purchaser ~~from the proceeds of the sale of the assets of Sherlock's Westheimer after payment of the Sherlock's Westheimer's administrative expenses as described above.~~

Sherlock's Westheimer Class 4 Claims. US Foods will retain its liens and be paid the Allowed Amount of its Claim from the proceeds of sale of the assets of Sherlock's Westheimer after payment of the Sherlock's Westheimer's administrative expenses and the Allowed Amount of the Sherlock's Westheimer's Class 1, 2, and 3 Claims.

Sherlock's Westheimer Class 5 Claims. The Holders of Allowed, General Unsecured Claims of Sherlock's Westheimer shall receive in cash, pro rata, any proceeds of the sale of the assets of Sherlock's Westheimer remaining after payment of the Sherlock's Westheimer's administrative expenses and the Allowed Amount of Sherlock's Westheimer's Class 1 - 4 Claims.

Sherlock's Westheimer Class 6 Claims. The Holders of Allowed, General Unsecured Claims of Insiders of Quadrange ~~shall receive in cash, pro rata, any proceeds of the sale of the assets of Sherlock's Westheimer remaining after payment of Sherlock's Westheimer's administrative expenses and the Allowed Amount of the Sherlock's Westheimer Class 1 - 4 Claims, will receive nothing on account of their Claims.~~

Sherlock's Westheimer Class 7 Interests. Hospitality will not retain its shares of Sherlock's Westheimer and will receive nothing on account of its Interests in Sherlock's Westheimer.

3.12 Treatment of the Claims and Interests of the Restructuring Debtors.

The following Debtors will not be liquidating, but rather will be restructuring their debt under the Plan and continuing their ongoing operations: Watson's, LaCenterra, Town Square, Waterway, Sherlock's Addison, and Local Pour. Larry Martin and Edgar Carlson will purchase the equity interests in these reorganized debtors ~~in exchange for funding repayment of for a sum sufficient to pay~~ the past due rent ~~due~~ on the leases of each of these locations. Mr. Martin and Mr. Carlson will be the principals and owners of a new management company that will manage the reorganized debtors. The operating income of the reorganized debtors will fund the plan payments.

3.13 Treatment of Watson's Claims and Interests.

All Allowed Administrative Claims ~~except the administrative claim of US Foods~~ will be paid in cash, in full within thirty (30) days after the Effective Date. ~~The administrative claim of US Foods will be paid in cash in full within 90 days after the Effective Date in equal monthly installments.~~

Watson's Class 1 Claims. Integrity Bank will retain its liens and be paid the Allowed Amount of ~~\$300,000~~ its Secured Claim in cash, in full in equal monthly payments in an amount based on a 15-year amortization with interest at a rate of 5.5% over a period of five (5) years from the Effective Date, with the remaining balance of principal and interest due at the expiration of such five year period.

Watson's Class 2 Claims. ~~Notwithstanding anything to the contrary contained within the plan or approved disclosure statement, the Secured Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 12% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full. The 2018 and subsequent ad valorem owed to the Taxing Jurisdictions shall be paid in the ordinary course of business and the Taxing Jurisdictions shall not be required to file a request for allowance and payment of their claims. The Taxing Jurisdictions shall retain all liens until such taxes are paid in full. In the event that any part of the retained property is sold during the term of the plan, the unpaid taxes secured by said property shall be paid in full and upon the sale of the property. If any property which secures the ad valorem tax claims is repossessed and posted for sale by any lienholder, the Taxing Jurisdictions shall be free to pursue their state law remedies for collection of all amounts due under the Texas Property Tax Code. The claims of the Taxing Jurisdictions are superior to and shall be paid before the claims of Integrity Bank.~~

~~Allowed Class 2 Claims will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after the Petition Date, with the first payment due within thirty (30) days after the Effective Date.~~

Watson's Class 2A Claims. The Allowed, Unsecured, Priority Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 5.5% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full.

Watson's Class 3 Claims. Allowed Class 3 Claims will be paid in cash, in full ~~plus interest at a rate of 5.5%~~ in equal monthly installments over a period of twenty-four (24) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Watson's Class 4 Claims. Grisby Holdings, LLC's Allowed Class 4 Claim will be paid in cash, in full within ~~thirty-fourty-five (3045)~~ days after the Effective Date.

Watson's Class 5 Claims. Allowed Class 5 Claims will be paid in cash, in full ~~plus interest at a rate of 5.5%~~ in equal monthly installments over a period of sixty (60) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Watson's Class 6 Claims. Allowed Class 6 Claims will be subordinated and will ~~receive nothing on account of their Claims~~ be paid in cash, in full in equal monthly installments over a period of sixty (60) months after payment of all Allowed Watson's Class 5 Claims in full.

Watson's Class 7 Interests. Hospitality will not retain its shares of Watson's and will receive nothing on account of its Interests in Watson's. The shares of the reorganized debtor will be ~~issued-purchased by~~ Larry Martin (50%) and Edgar Carlson (50%) for a price equal to the Allowed Amount of the Watson's Class 4 Claim.

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3.14 Treatment of Baker St. LaCenterra, LLC's Claims and Interests.

All Allowed Administrative Claims except the administrative claim of US Foods will be paid in cash, in full within thirty (30) days after the Effective Date. The administrative claim of US Foods will be paid in cash in full within 90 days after the Effective Date in equal monthly installments.

~~All Allowed Administrative Claims will be paid in cash, in full within thirty (30) days after the Effective Date.~~

LaCenterra Class 1 Claims. Integrity Bank will retain its liens and be paid the Allowed Amount of ~~\$300,000-its Secured Claim~~ in cash, in full in equal monthly payments in an amount based on a 15-year amortization with interest at a rate of 5.5% over a period of five (5) years from the Effective Date, with the remaining balance of principal and interest due at the expiration of such five year period.

LaCenterra Class 2 Claims. ~~Notwithstanding anything to the contrary contained within the plan or approved disclosure statement, the Secured Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 12% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full. The 2018 and subsequent ad valorem owed to the Taxing Jurisdictions shall be paid in the ordinary course of business and the Taxing Jurisdictions shall not be required to file a request for allowance and payment of their claims. The Taxing Jurisdictions shall retain all liens until such taxes are paid in full. In the event that any part of the retained property is sold during the term of the plan, the unpaid taxes secured by said property shall be paid in full and upon the sale of the property. If any property which secures the ad valorem tax claims is repossessed and posted for sale by any lienholder, the Taxing Jurisdictions shall be free to pursue their state law remedies for collection of all amounts due under the Texas Property Tax Code. The claims of the Taxing Jurisdictions are superior to and shall be paid before the claims of Integrity Bank.~~

~~Allowed Class 2 Claims will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after the Petition Date, with the first payment due within thirty (30) days after the Effective Date.~~

LaCenterra Class 2A Claims. The Allowed, Unsecured, Priority Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 5.5% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full.

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LaCenterra Class 3 Claims. Allowed Class 3 Claims will be paid in cash, in full ~~plus interest at a rate of 5.5%~~ in equal monthly installments over a period of twenty-four (24) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

LaCenterra Class 4 Claims. ~~Cineo Ranch, LP's~~ PR II LaCenterra, LP's Allowed Class 4 Claim will be paid in cash, in full within ~~thirty-forty-five (3045)~~ days after the Effective Date.

LaCenterra Class 5 Claims. Allowed Class 5 Claims will be paid in cash, in full plus interest at a rate of 5.5% in equal monthly installments over a period of sixty (60) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

LaCenterra Class 6 Claims. Allowed Class 6 Claims will be subordinated and will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after payment of all Allowed LaCenterra Class 5 Claims in full. ~~will receive nothing on account of their Claims.~~

LaCenterra Class 7 Interests. Hospitality will not retain its shares of LaCenterra and will receive nothing on account of its Interests in LaCenterra. The shares of the reorganized debtor will be ~~issued-purchased by~~ Larry Martin (50%) and Edgar Carlson (50%) for a price equal to the Allowed Amount of the LaCenterra's Class 4 Claim.

3.15 Treatment of Baker St. Town Square, LLC Claims and Interests.

All Allowed Administrative Claims except the administrative claim of US Foods will be paid in cash, in full within thirty (30) days after the Effective Date. The administrative claim of US Foods will be paid in cash in full within 90 days after the Effective Date in equal monthly installments.

~~All Allowed Administrative Claims will be paid in cash, in full within thirty (30) days after the Effective Date.~~

Town Square Class 1 Claims. Integrity Bank will retain its liens and be paid the Allowed Amount of ~~\$350,000~~ its Secured Claim in cash, in full in equal monthly payments in an amount based on a 15-year amortization with interest at a rate of 5.5% over a period of five (5) years from the Effective Date, with the remaining balance of principal and interest due at the expiration of such five year period.

Town Square Class 2 Claims. Notwithstanding anything to the contrary contained within the plan or approved disclosure statement, the Secured Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 12% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full. The 2018 and subsequent ad valorem owed to the Taxing Jurisdictions shall be paid in the ordinary course of business and the Taxing Jurisdictions shall not be required to file a request for allowance and payment of their claims. The Taxing Jurisdictions shall retain all liens until such taxes are paid in full. In the event that any part of the retained property is sold during the term of the plan, the unpaid taxes secured by said property shall be paid in full and upon the sale of the property. If any property which secures the ad valorem tax claims is repossessed and posted for sale by any lienholder, the Taxing Jurisdictions shall be free to pursue their state law remedies for collection of all amounts

due under the Texas Property Tax Code. The claims of the Taxing Jurisdictions are superior to and shall be paid before the claims of Integrity Bank.

~~Allowed Class 2 Claims will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after the Petition Date, with the first payment due within thirty (30) days after the Effective Date.~~

Town Square Class 2A Claims. The Allowed, Unsecured, Priority Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 5.5% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full.

Town Square Class 3 Claims. Allowed Class 3 Claims will be paid in cash, in full ~~plus interest at a rate of 5.5%~~ in equal monthly installments over a period of twenty-four (24) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Town Square Class 4 Claims. LCFRE Sugarland Town Square, LLC's Allowed Class 4 Claim will be paid in cash, in full within ~~thirty-fourty-five (3045)~~ days after the Effective Date.

Town Square Class 5 Claims. Allowed Class 5 Claims will be paid in cash, in full ~~plus interest at a rate of 5.5%~~ in equal monthly installments over a period of sixty (60) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Town Square Class 6 Claims. Allowed Class 6 Claims will be subordinated and ~~will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after payment of all Allowed Town Square Class 5 Claims in full will receive nothing on account of their Claims.~~

Town Square Class 7 Interests. Hospitality will not retain its shares of Town Square and will receive nothing on account of its Interests in Town Square. The shares of the reorganized debtor will be ~~issued-purchased by~~ Larry Martin (50%) and Edgar Carlson (50%) for a price equal to the Allowed Amount of the Town Square's Class 4 Claim.

3.16 Treatment of Baker St. Woodlands, LLC Claims and Interests.

~~All Allowed Administrative Claims except the administrative claim of US Foods will be paid in cash, in full within thirty (30) days after the Effective Date. The administrative claim of US Foods will be paid in cash in full within 90 days after the Effective Date in equal monthly installments.~~

~~All Allowed Administrative Claims will be paid in cash, in full within thirty (30) days after the Effective Date.~~

Waterway Class 1 Claims. Integrity Bank will retain its liens and be paid the Allowed Amount of ~~\$350,000-its Secured Claim~~ in cash, in full in equal monthly payments in an amount based on a 15-year amortization with interest at a rate of 5.5% over a period of five (5) years from the Effective Date, with the remaining balance of principal and interest due at the expiration of such five year period.

Waterway Class 2 Claims. Mission Valley Bank will retain its liens and be paid the Allowed Amount of its Waterway Class 2 Claim in cash, in full plus interest at a rate of 5.5% over a period of thirty-six (36) months after the Effective Date in ~~equal~~ monthly installments of \$3,000.00 for the first twelve (12) months and monthly installments of \$4,227.00 over the next ~~twenty-four (24) months, over a period of twenty-four (24) months after the Effective Date~~ with the first payment due within thirty (30) days after the Effective Date.

Waterway Class 3 Claims. Notwithstanding anything to the contrary contained within the plan or approved disclosure statement, the Secured Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 12% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full. The 2018 and subsequent ad valorem owed to the Taxing Jurisdictions shall be paid in the ordinary course of business and the Taxing Jurisdictions shall not be required to file a request for allowance and payment of their claims. The Taxing Jurisdictions shall retain all liens until such taxes are paid in full. In the event that any part of the retained property is sold during the term of the plan, the unpaid taxes secured by said property shall be paid in full and upon the sale of the property. If any property which secures the ad valorem tax claims is repossessed and posted for sale by any lienholder, the Taxing Jurisdictions shall be free to pursue their state law remedies for collection of all amounts due under the Texas Property Tax Code. The claims of the Taxing Jurisdictions are superior to and shall be paid before the claims of Integrity Bank.

~~Allowed Class 3 Claims will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after the Petition Date, with the first payment due within thirty (30) days after the Effective Date.~~

Waterway Class 3A Claims. The Allowed, Unsecured, Priority Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 5.5% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full.

Waterway Class 4 Claims. Allowed Class 4 Claims will be paid in cash, in full plus interest at a rate of 5.5% in equal monthly installments over a period of twenty-four (24) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Waterway Class 5 Claims. 20 & 25 Waterway Holdings, LLC's Allowed Class 5 Claim will be paid in cash, in full within ~~thirty-fourty-five (3045)~~ days after the Effective Date.

Waterway Class 6 Claims. Allowed Class 6 Claims will be paid in cash, in full plus interest at a rate of 5.5% in equal monthly installments over a period of sixty (60) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Waterway Class 7 Claims. Allowed Class 7 Claims will be subordinated and ~~will receive nothing on account of their Claims~~ will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after payment of all Allowed Waterway Class 6 Claims in full.

Waterway Class 8 Interests. Hospitality will not retain its shares of Town Square and will receive nothing on account of its Interests in Waterway. The shares of the reorganized debtor will be ~~issued to~~ purchased by Larry Martin (50%) and Edgar Carlson (50%) for a price equal to the Allowed Amount of the Waterway's Class 5 Claim.

3.17 Treatment of Sherlock's Addison, LLC's Claims and Interests.

All Allowed Administrative Claims except the administrative claim of US Foods will be paid in cash, in full within thirty (30) days after the Effective Date. The administrative claim of US Foods will be paid in cash in full within 90 days after the Effective Date in equal monthly installments.

~~All Allowed Administrative Claims will be paid in cash, in full within thirty (30) days after the Effective Date.~~

Sherlock's Addison Class 1 Claims. Integrity Bank will retain its liens and be paid the Allowed Amount of ~~\$350,000~~ its Secured Claim in cash, in full in equal monthly payments in an amount based on a 15-year amortization with interest at a rate of 5.5% over a period of five (5) years from the Effective Date, with the remaining balance of principal and interest due at the expiration of such five year period.

Sherlock's Addison Class 2 Claims. Mission Valley Bank will retain its liens and be paid the Allowed Amount of its ~~Waterway-Sherlock's Addison~~ Class 2 Claim in cash, in full plus interest at a rate of 5.5% over a period of thirty-six (36) months after the Effective Date in equal monthly installments of \$3,000.00 for the first twelve (12) months and monthly installments of \$4,227.00 over the next twenty-four (24) months, over a period of twenty-four (24) months after the Effective Date with the first payment due within thirty (30) days after the Effective Date.

Sherlock's Addison Class 3 Claims. Notwithstanding anything to the contrary contained within the plan or approved disclosure statement, the Secured Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 12% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full. The 2018 and subsequent ad valorem owed to the Taxing Jurisdictions shall be paid in the ordinary course of business and the Taxing Jurisdictions shall not be required to file a request for allowance and payment of their claims. The Taxing Jurisdictions shall retain all liens until such taxes are paid in full. In the event that any part of the retained property is sold during the term of the plan, the unpaid taxes secured by said property shall be paid in full and upon the sale of the property. If any property which secures the ad valorem tax claims is repossessed and posted for sale by any lienholder, the Taxing Jurisdictions shall be free to pursue their state law remedies for collection of all amounts due under the Texas Property Tax Code. The claims of the Taxing Jurisdictions are superior to and shall be paid before the claims of Integrity Bank.

~~Allowed Class 3 Claims will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after the Petition Date, with the first payment due within thirty (30) days after the Effective Date.~~

Sherlock's Addison Class 3A Claims. The Allowed, Unsecured, Priority Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 5.5% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full.

Sherlock's Addison Class 4 Claims. Allowed Class 4 Claims will be paid in cash, in full plus interest at a rate of 5.5% in equal monthly installments over a period of twenty-four (24) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Sherlock's Addison Class 5 Claims. VOP, LP's Allowed Class 5 Claim will be paid in cash, in full within ~~thirty-fourty-five~~ (3045) days after the Effective Date.

Sherlock's Addison Class 6 Claims. Allowed Class 6 Claims will be paid in cash, in full plus interest at 5.5% in equal monthly installments over a period of sixty (60) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Sherlock's Addison Class 7 Claims. Allowed Class 7 Claims will be subordinated and ~~will receive nothing on account of their Claims~~ will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after payment of all Allowed Sherlock's Addison Class 6 Claims in full.

Sherlock's Addison Class 8 Interests. Hospitality will not retain its shares of Sherlock's Addison and will receive nothing on account of its Interests in Sherlock's Addison. The shares of the reorganized debtor will be ~~issued to~~ purchased by Larry Martin (50%) and Edgar Carlson (50%) for a price equal to the Allowed Amount of the Sherlock's Addison's Class 5 Claim.

3.18 Treatment of Local Pour the Woodlands, LLC's Claims and Interests.

All Allowed Administrative Claims except the administrative claim of US Foods will be paid in cash, in full within thirty (30) days after the Effective Date. The administrative claim of US Foods will be paid in cash in full within 90 days after the Effective Date in equal monthly installments.

~~All Allowed Administrative Claims will be paid in cash, in full within thirty (30) days after the Effective Date.~~

Local Pour Class 1 Claims. Integrity Bank will retain its liens and be paid the Allowed Amount of ~~\$400,000~~ its Secured Claim in cash, in full in equal monthly payments in an amount based on a 15-year amortization with interest at a rate of 5.5% over a period of five (5) years from the Effective Date, with the remaining balance of principal and interest due at the expiration of such five year period.

Local Pour Class 2 Claims. Notwithstanding anything to the contrary contained within the plan or approved disclosure statement, the Secured Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 12% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full. The 2018 and subsequent ad

valorem owed to the Taxing Jurisdictions shall be paid in the ordinary course of business and the Taxing Jurisdictions shall not be required to file a request for allowance and payment of their claims. The Taxing Jurisdictions shall retain all liens until such taxes are paid in full. In the event that any part of the retained property is sold during the term of the plan, the unpaid taxes secured by said property shall be paid in full and upon the sale of the property. If any property which secures the ad valorem tax claims is repossessed and posted for sale by any lienholder, the Taxing Jurisdictions shall be free to pursue their state law remedies for collection of all amounts due under the Texas Property Tax Code. The claims of the Taxing Jurisdictions are superior to and shall be paid before the claims of Integrity Bank.

~~Allowed Class 2 Claims will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after the Petition Date, with the first payment due within thirty (30) days after the Effective Date.~~

Local Pour Class 2A Claims. The Allowed, Unsecured, Priority Tax Claims shall be paid by the debtor pursuant to the provisions of 11 U.S.C. § 1129(a)(9)(C) and (D), in equal monthly installments commencing 30 days from the Plan's Confirmation Date and ending 60 months from the Petition Date. The claims shall bear interest at the statutory rate of 5.5% per annum as provided by applicable non-bankruptcy law until said taxes are paid in full.

Local Pour Class 3 Claims. Allowed Class 3 Claims will be paid in cash, in full plus interest at a rate of 5.5% in equal monthly installments over a period of twenty-four (24) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Local Pour Class 4 Claims. HL Restaurant Row, LLC's Allowed Class 4 Claim will be paid in cash, in full within ~~thirty-fourty-five~~ (3045) days after the Effective Date. for prepetition rent arrearages on the Local Pour Lease.

Local Pour Class 5 Claims. Allowed Class 5 Claims will be paid in cash, in full plus interest at a rate of 5.5% in equal monthly installments over a period of sixty (60) months after the Effective Date, with the first payment due within thirty (30) days after the Effective Date.

Local Pour Class 6 Claims. ~~Snap's Allowed Class 6 Claim will be subordinated to Allowed Class 5 Claims and will be paid nothing until Allowed Class 5 Claims are paid in full. Beginning in the month after all Allowed Class 5 Claims are paid in full, Snap's Allowed Class 6 Claim~~ will be paid in in cash, in full in equal ~~monthly~~ weekly payments of \$1,459.00, via ACH, over a period of ~~twenty-four~~ thirty-six ~~(2436)~~ months.

Local Pour Class 7 Claims. Allowed Class 7 Claims will be subordinated and ~~will receive nothing on account of their Claims~~ will be paid in cash, in full in equal monthly installments over a period of sixty (60) months after payment of all Allowed Local Pour Class 5 Claims in full.

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Local Pour Class 8 Interests. Hospitality will not retain its shares of Sherlock's Addison and will receive nothing on account of its Interests in Sherlock's Addison. The shares of the reorganized debtor will be ~~issued to~~purchased by Larry Martin (50%) and Edgar Carlson (50%) for a price equal to the Allowed Amount of the Local Pour's Class 5 Claim.

ARTICLE IV

Allowance And Disallowance Of Claims

4.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, (ii) an administrative expense claim has been filed or deemed filed, and the Debtors or another party in interest has filed an objection; or (iii) no proof of claim or administrative expense claim has been filed, or the Debtors have scheduled such pre-petition claim as disputed, contingent, or unliquidated or the Debtors have not agreed to the administrative expense claim.

4.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

4.03 Settlement of Disputed Claims. The Debtors will have the power and authority to settle and compromise a disputed claim.

ARTICLE V

Provisions For Executory Contracts And Unexpired Leases

5.01 Assumption of Unexpired Leases ~~of Real Property and Executory Contracts~~ by the Restructuring Debtors. Watson's ~~will be hereby~~ assumes the Watson's Lease, LaCenterra ~~will be hereby~~ assumes the LaCenterra Lease, Town Square ~~will be hereby~~ assumes the Town Square Lease, Waterway ~~will be hereby~~ assumes the Waterway Lease, Sherlock's Addison ~~will be hereby~~ assumes the Sherlock's Addison Lease, and Local Pour ~~will be hereby~~ assumes the Local Pour Lease, ~~all subject to by approval by of the Bankruptcy Court on~~ Motions for assumption of those leases will be filed prior to the Confirmation Date. The Restructuring Debtors, Watson's, LaCenterra, Town Square, Waterway, Sherlock's Addison, and Local Pour hereby assume all leases of personal property except for the lease with NuCO2, which was rejected by previous motion.

5.02 Assumption and Assignment of Unexpired Leases ~~of Real Property and Executory Contracts~~ by ~~Marina Square, Belmar, Quadrangle, The Corners, and Sherlock's Westheimer~~ the Liquidating Debtors. The Marina Square Lease, Belmar Lease, Quadrangle Lease, The Corners Lease, and Sherlock's Westheimer Lease ~~are assets of~~ will be assumed by Marina Square, Belmar, Quadrangle, The Corners, and Sherlock's Westheimer respectively and will be ~~sold assigned to the purchasers of their assets with those Debtors other assets at auction. A on Bankruptcy Court approval on the Debtors'~~ motion to assume and assign these leases to the successful bidder at the auction will be included with the motion to sell assets free and clear or liens under 11 U.S.C. 363(b). The Liquidating Debtors will assume and assign to the successful

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purchaser of their assets the leases of personal property and executory contracts that those purchasers agree to assume as part of their purchase of the assets. Any unexpired leases and executory contracts that a purchaser does not choose to assume will be rejected by that Liquidating Debtor. Further, in the event there is no successful purchaser for a Liquidating Debtor, that Liquidating Debtor will cease its operations, its lease will be deemed rejected, and notice will be provided to all parties to such leases and contracts.

~~5.03 Assumption of Unexpired Leases of Personal Property. The restructuring Debtors, Watson's, LaCenterra, Town Square, Waterway, Sherlock's Addison, and Local Pour hereby assume all leases of personal property except for the lease with NuCO2, which was rejected by previous motion. Marina Square, Belmar, Quadrangle, The Corners, and Sherlock's Westheimer will assume and assign to the successful purchaser of their assets the leases of personal property purchased by such purchaser, will be assumed and assigned to the successful purchase of the Baker Street Entities' assets.~~

~~5.04 Assumption of Executory Contracts. Marina Square, Belmar, Quadrangle, The Corners, and Sherlock's Westheimer will assume and assign to the successful purchaser of their assets the leases of personal property purchased by such purchaser.~~

~~5.03~~ 5 Damages from Rejection. Any party claiming damages as a result of the Debtors' rejection of the unexpired leases and executory contracts must file a proof of claim and/or application for administrative expenses within the later of (i) thirty (30) days after the Effective Date of the Plan; or (ii) the date of any order approving the Debtor's rejection of such lease or contract, or such claim and the indebtedness owing thereunder shall be forever barred and extinguished. Allowed rejection damages claims shall be treated as an allowed, general unsecured claim in the same class as the holders of general unsecured claims.

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ARTICLE VI

Means For Implementation Of The Plan

6.01 Asset Sales. ~~HUSA, HUSA Management, and Hospitality will proceed to advertise and sell their furniture, fixtures and equipment and other personal property, subject to approval by the Bankruptcy Court. Marina Square, Belmar, Quadrangle, The Corners, and Sherlock's Westheimer will proceed with bid and auction procedures as approved by the Bankruptcy Court for sale of their assets.~~

HUSA, HUSA Management, and Hospitality will proceed to advertise and sell their furniture, fixtures and equipment and other personal property, subject to approval by the Bankruptcy Court.

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Marina Square, Belmar, Quadrangle, The Corners, and Sherlock's Westheimer will sell their assets pursuant to the bid and auction procedures as approved by the Bankruptcy Court as going concerns.

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In the event that no bidder qualifies as a Qualifying Bidder as to one or more of the Liquidating Debtors' assets, the Broker will approach the market in an attempt to negotiate an alternative purchase agreement that the debtor can present to the Bankruptcy Court for approval. To the extent the Broker cannot arrange any potential purchaser as to one or more of the Liquidating Debtors' assets, the debtor will report to the Bankruptcy Court its inability to sell its assets as a going concern. The unsold Liquidating Debtor will have thirty days from the date of that report to attempt to obtain a sale contract as a going concern, and if no such contract can be obtained, the unsold Liquidating Debtor will cease all operations and will auction the furniture, fixtures and equipment at a public auction.

The proceeds of these sales will be distributed according to the treatment provisions in the Plan in Article III above. The proceeds paid to Integrity Bank on its Allowed Secured Claim shall reduce the amount of that claim that the Restructuring Debtors will have to pay under its treatment provisions in the Plan in Article III above.

In the event a Liquidating Debtor ceases its operations, the Liquidating Debtor's unexpired leases and executory contracts will all be deemed rejected and notice will be provided to all parties to such leases and contracts. Such parties will then have thirty (30) days from the date of the notice of deemed rejection to file a proof of claim for rejection damages. Allowed rejection damages claims shall be treated as an allowed, general unsecured claim in the same class as the holders of general unsecured claims.

Within thirty (30) days after the Closing Date on any asset purchase agreement for sale of the assets of a liquidating Debtor, such Debtor shall reserve sufficient funds for disputed claims and then make all distributions possible to Holders of Allowed Claims.

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6.02 Disbursement of Closing Proceeds. Within thirty (30) days after the Closing Date on any asset purchase agreement for sale of the assets of a liquidating Debtor, such Debtor shall reserve sufficient funds for disputed claims and then make all distributions possible to Holders of Allowed Claims as provided for in Article III of the Plan.

6.03 Causes of Action. Pursuant to 11 U.S.C. § 1123(b)(3)(B), as of the Effective Date any Causes of Action that are already pending or that are property of the estate of the Debtors, even if not yet filed, including, without limitation all common law tort, statutory tort, statutory claims and contract claims and claims for equitable relief of all kinds and avoidance or recovery actions under 11 U.S.C. § 544, 545, 547, 548, 549, 550, 551 and 553, that are not released as a part of this Plan or sold to the successful purchaser as part of the sale of the assets of a liquidating Debtor, shall become property of the restructuring debtors. Such restructuring debtors shall have the authority to prosecute such Causes of Action for the benefit of their estates and their creditors to be distributed pursuant to this Plan. Such restructuring debtors shall have the authority to compromise and settle, otherwise resolve, discontinue, abandon or dismiss all such Causes of Action without approval of the Bankruptcy Court. All cash received by the restructuring debtors as a result of prosecution or settlement of any Causes of Action or of

enforcement of any judgment or order obtained in connection with any Cause of Action shall be distributed in accordance with the terms of the Plan. Unless a Cause of Action is released as an express term of this Plan, no Cause of Action is released by confirmation of this Plan, and confirmation of the Plan shall not have any *res judicata* or collateral estoppel effect on the restructuring debtors' prosecution of any Cause of Action.

6.04 Objections. Any party in interest, including, without limitation, the Debtors, may make and file objections to the Claims. No party is obligated to administer, dispute, reserve for, object to, compromise, resolve or make Distributions with respect to any and all Allowed Claims. No party is obligated to object to any Claim but will nevertheless have standing to object to any such Claim from and after the Effective Date, if they so elect in their absolute discretion. Nothing in this section is intended to limit the right of any party in interest to object to Claims.

6.05 Pre-Petition Claim and Administrative Claim Bar Date; Objection Deadline.

Creditors must have filed their proofs of claims with respect to pre-petition claims on or before the Bar Date of May 7, 2018 (or June 4, 2018 for a governmental unit), after which date any proof of claim filed will have no effect on the Plan and no right to participate with other creditors under the Plan.

Except as excepted below, all persons and entities (including without limitation, individuals, partnerships, corporations, joint ventures, trusts, and governmental units), that assert any claim against the Debtor pursuant to Section 503(b) of Bankruptcy Code that first arose or accrued after December 4, 2017 (an "Administrative Expense"), shall file an application for approval of the Administrative Expense in writing on or before ~~May 31~~ June 15, 2018 at 5:00 o'clock p.m. (the "Administrative Expense Bar Date"). The holders of the following types of claims (the "Excluded Administrative Expenses") are not required to file applications for Administrative Expense on or before the Administrative Expense Bar Date:

- (a) Administrative Expenses of professional persons, as that term is used in sections 327, 328, 330, 331, 503(b)(2) and/or 1103 of the Bankruptcy Code, retained pursuant to a final order of the Court;
- (b) Administrative Expenses, if any, previously allowed by order(s) of the Court;
- (c) Administrative Expenses, if any, on account of which a motion requesting allowance and payment already has been filed in the Court against the Debtor; and
- (d) Administrative Expenses held by the United States Trustee for the Southern District of Texas which arise under section 1930(a)(6) of title 28 of the United States Code.
- (e) Claims of governmental units pursuant to 11 U.S.C. 503(b)(1)(D).
- (f) Claims of the State of Texas Comptroller for post-petition taxes due.

Any holder of a claim for Administrative Expense against the Debtors that is required, but fails to file an application for Administrative Expense on or before the Administrative Expense Bar Date shall: (i) be forever barred, estopped, and enjoined from asserting any Administrative Expense against the Debtor, the Debtor's estate, or the Liquidating Trust and they shall be deemed forever discharged from any and all indebtedness or liability with respect to such Administrative Expense and (ii) not be entitled to receive further notices regarding such

Administrative Expenses. Nothing in this Order shall, or shall be deemed to, prejudice the Debtors' or any other party's right to object to any Administrative Expense on any ground, or to dispute, or to assert offsets against or defenses to, any Administrative Expense as to amount, liability, classification, priority or otherwise, and to subsequently designate any claim or lien as disputed, contingent, or unliquidated.

Except as otherwise set forth in the Plan or as otherwise extended or ordered by the Bankruptcy Court, all objections to pre-petition claims and/or post-petition administrative expense claims must be filed no later than one hundred twenty days (120) days after the Effective Date (unless such day is not a Business Day; in which case, such deadline will be the next Business Day thereafter unless extended by an order of the Bankruptcy Court). An objection to a Claim will be deemed properly served on the holder thereof if service is effected by any of the following methods: (a) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Bankruptcy Rule 7004; (b) to the extent counsel for a Claimant is unknown, by first-class mail, postage prepaid, on the signatory on the proof of Claim or other representative identified on the proof of Claim or any attachment thereto; or (c) by first-class mail, postage prepaid, on any counsel that has appeared on the behalf of the Claimant in the Bankruptcy Case.

6.06 Settlement of Objections to Claims. From and after the Effective Date, pursuant to Bankruptcy Rule 9019(b) and Section 105(a) of the Bankruptcy Code, the Debtors shall be entitled to compromise and settle objections to Disputed Claims without notice to the Creditors/beneficiaries or approval from the Bankruptcy Court.

6.07 Claims Estimation. The Debtors may request estimation or limitation of any contingent, unliquidated, or Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether that Claim was previously objected to or whether the Bankruptcy Court has ruled on any such objection; provided, however, that the Bankruptcy Court will determine (a) whether such Disputed Claims are subject to estimation pursuant to Section 502(c) of the Bankruptcy Code and (b) the timing and procedures for such estimation proceedings, if any. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Plan or the Bankruptcy Court.

6.08 Procedures for Treating and Resolving Disputed and Contingent Claims.

(a) No Distributions on Disputed Claims Pending Allowance. No Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to

such Disputed Claim have been settled or withdrawn or have been determined by a Final Order and the Disputed Claim has become an Allowed Claim. The Debtors may, in their sole discretion, withhold Distributions otherwise due hereunder to the holder of a Claim until the Objection Deadline to enable the Debtors to file a timely objection thereto. When a Disputed Claim becomes an Allowed Claim, the Debtors shall make Distributions with respect to such Allowed Claim, without interest (except as otherwise provided in this Plan), net of any setoff and/or any required withholding of applicable taxes.

(b) Distribution Reserve Account. On or after the Effective Date, each of the Debtors will establish a Distribution Reserve Account as is appropriate, in their sole and absolute discretion, for the benefit of holders of Disputed Claims pending the allowance thereof, the amount of which will be adjusted from time to time as appropriate. A Claimant will not be entitled to receive or recover any amount in excess of the amount provided in the Distribution Reserve Account specifically reserved to pay such Claim unless permitted by Order of the Bankruptcy Court. Nothing in the Plan will be deemed to entitle the holder of a Disputed Claim to post-petition interest on such Claim, if Allowed, unless otherwise required under the Bankruptcy Code or the Plan.

(c) Distributions After Allowance. Payments and Distributions from the Distribution Reserve Account to each respective holder of a Disputed Claim, to the extent it becomes an Allowed Claim, will be made in accordance with the provisions of the Plan that govern Distributions to such holders of Claims in the Class in which such Claimant is classified. Unless otherwise provided in the Plan, as promptly as practicable after the date on which a Disputed Claim becomes undisputed, non-contingent, liquidated and Allowed, and in no event later than thirty (30) days after the Disputed Claim becomes an Allowed Claim, the Debtor will distribute to the Claimant the property from the Distribution Reserve Account that would have been distributed to such Claimant had its Claim been an Allowed Claim on the date that Distributions were previously made to holders of Allowed Claims in the Class in which such Claimant is classified under the Plan. After all Disputed Claims have been resolved and all such Claims that become Allowed Claims have been paid in full, any remaining property in the Distribution Reserve Account will be paid to Integrity Bank on its Allowed Class 1 Claim, and if the Allowed Class 1 Claim is already paid in full, then distributed the Reorganized Debtor.

(d) Allowance of Claims Subject to Bankruptcy Code Section 502(d). Allowance of Claims will, in all respects, be subject to the provisions of Section 502(d) of the Bankruptcy Code, except as provided by a Final Order of the Bankruptcy Court or a settlement among the relevant parties.

6.09 Sale of Shares of Equity Interests in Restructuring Debtors,

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There are six Debtors that will continue to operate and reorganize: Watson's, LaCenterra, Sherlock's Addison, Waterway, Town Square, and Local Pour. The shares of common stock in those debtors is currently owned by Hospitality; however, the Debtors' Plan would arguably violate the absolute priority rule if Hospitality retained those shares, and Hospitality does not have any funds to purchase the shares of these Reorganized Debtors. The officers of the Reorganized Debtors, Larry Martin and Edgar Carlson, have offered, and the Debtors propose to

accept the offer under the terms of the Plan, to purchase the shares of the Reorganized Debtors for an amount equal to the amount due to each of these debtors' landlords to cure the arrearages in rent. This cure is necessary for the Reorganized Debtors to assume these leases, and the leases are necessary to the reorganization. The Reorganized Debtors do not have sufficient cash to pay for the cure in addition to the other expenses they will have to meet on or shortly after the Effective Date. The Reorganized Debtors will use the funds received to pay their landlords the cure amount due.

ARTICLE VII

General Provisions

7.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

7.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

7.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

7.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

7.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

7.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

ARTICLE VIII

Modification Of Plan

8.01 The Debtors may propose amendments or modifications of this Plan at any time prior to confirmation, without leave of the Court, so long as such amendment or modification meets the requirements of 11 U.S.C. § 1127(a) does not constitute a material modification of the Plan requiring additional disclosure under 11 U.S.C. § 1125. After the Confirmation Date, the

Debtors may, with approval of the Court, and so long as it does not materially or adversely affect the interests of Creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan, or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and effect of this Plan.

ARTICLE IX

Jurisdiction Of The Court

9.01 The Court shall retain jurisdiction of this case after the Effective Date until all payments and distributions called for under the Plan have been made and until entry of a Final Order concluding and terminating this case, in respect of the following matters:

- A. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked or vacated.
- B. To hear objections to proofs of claim in connection with any disputed, contingent or unliquidated Claim.

ARTICLE X

Effect Of Confirmation

10.01 Plan is Binding. The provisions of this confirmed Plan bind the Debtors, any entity acquiring property under the Plan, and any Creditor, whether or not the Claim of such Creditor is impaired under the Plan and whether or not such Creditor has accepted the Plan. All liens, Allowed Claims, Interests and encumbrances regarding Estate Property shall be treated as specifically set forth in the Plan.

10.02 Guarantees and Joint Obligations. The classification and manner of satisfying all claims under this plan takes into consideration: (a) the existence of guarantees by the Debtors of obligations of other persons and of third parties of debts of the Debtors, (b) the fact that the Debtors may be a joint obligor with another person or persons with respect to the same obligation, and (c) any contention by holders of Claims that the Claims of other holders are subordinated by contract or otherwise to their Claims. All Claims against the Debtors are based upon the express requirement and terms of this Plan that any such guarantees, subordination claims or joint obligations shall be discharged in the manner provided in this Plan, and which holder of such Claims shall be entitled to only one distribution with respect to any obligation of the Debtors. All Claims against the Debtors, and all rights and claims between or among holders of Claims relating in any manner whatsoever to Claims against the Debtors, based upon any claimed subordination rights or rights to avoid payments or transfers of property pursuant to any provision of the Bankruptcy Code or other applicable law, shall be deemed satisfied by the distributions under this Plan to holders of Allowed Claims hereunder and shall not be subject to levy, garnishment, attachment, or like legal process by any holder of a Claim by reason of any claim subordination rights or otherwise, except as otherwise provided herein, so that each holder

of a Claim shall have and receive the benefits of the distributions in the manner set forth in this Plan.

10.03 Permanent Injunction. Unless otherwise specified in this Plan, all Entities who have held, hold, or may hold Claims against the Debtors are permanently enjoined on and after the Effective Date from: (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim against the Debtors or; (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors with respect to any such Claim; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors or against property of the Debtors with respect to any such Claim; (d) from asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Debtors or against property of the Debtors with respect to any such Claim; (e) conducting any form of discovery from the Debtors with respect to any such Claim; and/or (f) harassing the Debtors. Unless otherwise provided in this Plan, all injunctions or stays set forth in Sections 105 and 362 of the Bankruptcy Code (11 U.S.C. §§ 105 and 362) shall remain in full force and effect until the Effective Date of the Plan rather than the Confirmation Date. However, this shall not be construed as a limitation of the permanent injunctions provided for in the Plan. Nothing in this Plan shall be construed to limit the State of Texas Comptroller from exercising its setoff rights, which are expressly recognized pursuant to 11 U.S.C. 553. Further, nothing in this Plan shall be construed to limit the State of Texas Comptroller from exercising whatever collection rights and remedies it may have under state law to collect the Debtor's tax liabilities from non-debtor responsible parties.

The post-discharge injunction described above shall also apply to Larry Martin and Edgar Carlson with respect to Snap Advances, LLC so long as payments called for under the Plan to Snap Advances, LLC are timely made or cured within a 72-hour cure period on return of any ACH payment made by Local Pour. This injunctive provision against Snap Advances, LLC shall take effect upon its receipt of the first cleared ACH payment under the Plan and receipt of the \$9,300 held in the lockbox deposit.

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With respect to any Unexpired Lease, nothing in the Plan or [the Confirmation Order] shall modify the Debtors' or Reorganized Debtors' obligation to pay: (1) amounts owed under an assumed Unexpired Lease of non-residential real property that are unbilled or not yet due as of the Confirmation Date, whether accruing prior to or after the effective date of assumption of such Unexpired Leases, such as for common area maintenance, insurance, taxes, and similar charges; and any regular or periodic ordinary course year-end adjustments and reconciliations of such charges provided for under the terms of the Unexpired Leases, whether accruing prior to or after the effective date of assumption of such unexpired leases, as such charges become due in the ordinary course in accordance with the terms of the Unexpired Leases; (2) any percentage rent that may come due under the assumed Unexpired Lease of non-residential real property; (3) any other obligations, including indemnification obligations (if any) that arise from third-party claims asserted with respect to or arising from the Debtors' use and occupancy of the premises prior to the Effective Date for which the Debtors had a duty to indemnify such Landlord pursuant to any Unexpired Lease, or the Debtors' or Reorganized Debtors' obligation to pay any postpetition expenses under such Unexpired Leases as they come due under the Unexpired Leases; and (4)

any unpaid cure amounts or post-assumption obligations under the assumed Unexpired Lease of non-residential real property.

Notwithstanding any of the releases, discharges, injunctions or waivers set forth in the Plan, nothing in the Plan or the Confirmation Order shall modify the rights, if any, of any counterparty to an Unexpired Lease of non-residential real property to assert any right of setoff or recoupment that such counterparties may have under applicable bankruptcy or non-bankruptcy law, including, but not limited to, the ability, if any, of such counterparties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Leases with the Debtors or the Reorganized Debtors.

10.04 U.S. Trustee Requirements. The Debtors shall each be responsible for timely payment of their own fees incurred pursuant to 28 U.S.C. § 1930(a)(6), and they shall timely pay post-confirmation fees owed to the Office of the U.S. Trustee and assessed pursuant to 28 U.S.C. § 1930(a)(6) until such time as the court enters a final decree closing this Chapter 11 case or enters an order either converting this case to Chapter 7 or dismissing this case. After confirmation, the Debtors, on or before the last day of the month after the end of each calendar quarter, shall file with the Bankruptcy Court and shall transmit to the Office of the U.S. Trustee a true and correct statement, in a format agreed to by the U.S. Trustee, of all disbursements made for each quarter or portion thereof that this Chapter 11 case remains open.

ARTICLE XI

Default Under The Plan

11.01 If there is a default in payments under the plan, then any party may give a 10-day notice to the Debtor that is in default and such Debtor's counsel with opportunity to cure the default. If the default is not cured, then it shall be an Event of Default with respect to such defaulting Debtor, and only with respect to the defaulting Debtor, and each such party may exercise all rights (i) under the Plan; or (ii) applicable non-bankruptcy law.

| DATED: ~~March 26~~May 10, 2018

**HUSA, INC.,
HUSA MANAGEMENT, INC.,
HOSPITALITY USA INVESTMENT GROUP,
INC., BAKER ST. MARINA SQUARE, LLC,
BAKER ST. BELMAR, LLC,
BAKER ST. THE CORNERS, LLC,
BAKER ST. QUADRANGLE, LLC,
SHERLOCK'S USA, INC.,
BAKER ST. GRISBY LANE, LLC,
BAKER ST. LACENTERRA, LLC,
BAKER ST. TOWN SQUARE, LLC,
BAKER ST. WOODLANDS, LLC
SHERLOCK'S ADDISON, LLC, AND
LOCAL POUR THE WOODLANDS, LLC**

By: _____
Larry Martin as

President of:

HUSA, Inc.,
HUSA Management, Inc., and
Hospitality USA Investment Group, Inc.

and as Managing Member of:

Baker St. Marina Square, LLC,
Baker St. Belmar, LLC,
Baker St. The Corners, LLC,
Baker St. Quadrangle, LLC,
Sherlock's USA, Inc.,
Baker St. Grisby Lane, LLC,
Baker St. Lacenterra, LLC,
Baker St. Town Square, LLC,
Baker St. Woodlands, LLC,
Sherlock's Addison, LLC, and
Local Pour The Woodlands, LLC

WAUSON ♦ PROBUS

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LOCAL POUR THE WOODLANDS, LLC*