

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re: : **Chapter 11**
: **Case No. 20-10475 (BLS)**
CRAFTWORKS PARENT, LLC, et al., : **(Jointly Administered)**
Debtors.¹ : **Re: Docket No. 174**

**ORDER (I) ESTABLISHING TEMPORARY
PROCEDURES AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”) for an order (i) establishing certain temporary procedures for the filing of notices, motions, pleadings, other requests for relief, and all documents filed in support thereof and hearings to be held in these Chapter 11 Cases and (ii) granting related relief, all as more fully set forth in the Motion; and the Court having filed on the docket and forwarded to counsel for the Debtors that certain Letter, dated March 23, 2020 [Docket No. 185] (the “Letter”), that set forth the Court’s guidance with respect to the Motion and the order proposed therein (the “Original

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Big River Breweries, Inc. (6292); Brew Moon Colorado, Inc. (5001); Chophouse License, LLC (2340); Craft Brewery Holding, Inc. (1228); CraftWorks Holdings, LLC (7163); CraftWorks Intermediate Co, LLC (9810); CraftWorks Parent, LLC (3345); CraftWorks Restaurants & Breweries Group, Inc. (4820); CraftWorks Restaurants & Breweries, Inc. (2504); CraftWorks Restaurants & Breweries, LLC (0676); GB Acquisition, Inc. (5175); GB Franchise, LLC (7716); GB Kansas, LLC (0924); GB Maryland, Inc. (6439); GB Parent, Inc. (1281); GBBR Texas, Inc. (9904); Gordon Biersch Brewery Restaurant Group, Inc. (8023); Harbor East Brewery, LLC (7759); Logan’s Restaurants, Inc. (9987); Logan’s Roadhouse, Inc. (2074); Logan’s Roadhouse of Kansas, Inc. (8716); Logan’s Roadhouse of Texas, Inc. (2372); LRI Holdings, Inc. (4571); Old Chicago Franchising LLC (7249); Old Chicago of Colorado, Inc. (4857); Old Chicago of Kansas, Inc. (0606); Old Chicago Oregon, LLC (5083); Old Chicago Parker Crossing, Inc. (9218); Old Chicago Taproom, LLC (5838); Old Chicago Westminster, Inc. (5759); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); Rock Bottom Arizona, Inc. (4848); Rock Bottom License, LLC (9033); Rock Bottom of Minneapolis, Inc. (5762); Wadsworth Old Chicago, Inc. (4849); Walnut Brewery, Inc. (7405). The Debtors’ mailing address is 2981 Sidco Drive, Nashville, TN 37204.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

Proposed Order”); and the Debtors having considered the Letter and discussed the guidance therein with counsel for the Official Committee of Unsecured Creditors (the “Committee”), the agent for the Debtors’ prepetition first lien facility and debtor-in-possession financing facility (the “DIP Agent”) and various other creditors and parties in interest; and after consideration of the feedback of such parties, the Debtors having filed a revised proposed form of order on the docket of these Chapter 11 Cases on March 27, 2020 [Docket No.212] and a further revised proposed form of order on March 30, 2020 [Docket No. 215] (the “Revised Proposed Order”); and the Court having reviewed the Motion and the Revised Proposed Order and having heard the statements of counsel regarding the relief requested in the Motion at a hearing before the Court on March 30, 2020 (the “Hearing”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and the Revised Proposed Order and opportunity for a hearing on the Motion and the Revised Proposed Order were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion and the arguments of counsel at the Hearing establish just cause for the relief granted herein, including the unprecedented and unforeseen outbreak of COVID-19, the national state of emergency declared by President Trump on March 13, 2020 pursuant to the Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak and the numerous state orders that limit or preclude the Debtors’ operations, which constitute compelling circumstances to modify procedural rules in these Chapter 11 Cases while balancing the rights of the Debtors and their estates, on the one side of the

scale, and the rights of creditors and other parties in interest, on the other side of the scale; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The following procedures are approved:
 - (a) Rejection Procedures: The following procedures (the “Rejection Procedures”) with respect to the Debtors’ rejection of executory contracts and unexpired leases (each a “Contract or Lease”) are approved in connection with rejecting Contracts or Leases:
 - (i) **Rejection Notice**: The Debtors shall file a notice substantially in the form attached hereto as **Exhibit 1** (the “Rejection Notice”) to reject one or more Contracts or Leases pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (a) the Contract(s) or Lease(s) to be rejected; (b) the Debtor or Debtors party to such Contract or Lease; (c) the names and addresses of the counterparties to such Contracts or Leases (each a “Rejection Counterparty”); (d) the proposed effective date of rejection for such Contracts or Leases (the “Rejection Date”); (e) if any such Contract or Lease is a nonresidential real property lease (a “Rejected Lease”), the personal property to be abandoned, if any (the “Abandoned Property”); (f) if any such Contract or Lease is a Rejected Lease, a description of the property subject to the Rejected Lease; and (g) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts or Leases, provided that the number of counterparties to Contracts or Leases listed on each Rejection Notice shall be limited to no more than 100.
 - (ii) **Service of the Rejection Notice**. The Debtors will cause the Rejection Notice to be served on the following parties by e-mail (if known) and if e-mail is not available then by overnight delivery: (a) the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract or Lease; (b) such Rejection Counterparty’s counsel, if known; (c) any parties that may have an interest in any Abandoned Property; (d) the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”); (e) proposed counsel for the Committee; (f) counsel for the DIP Agent; (g) counsel for the Prepetition Second Lien Agent; (h) the United States Attorney for the District of Delaware; (i) the

Internal Revenue Service; (j) in the case of Rejected Lease, the state attorney general applicable to the location of such Rejected Lease; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Master Notice Parties”).

- (iii) **Objection Procedures.** Parties objecting to a proposed rejection must file and serve a written objection by e-mail so that such objection is filed with this Court on the docket of the Debtors’ Chapter 11 Cases and is *actually received* by the following parties (collectively, the “Objection Service Parties”) no later than seven (7) calendar days after the date the Debtors file and serve the relevant Rejection Notice (the “Rejection Objection Deadline”): (a) proposed counsel to the Debtors, Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn: Steven J. Reisman, Esq. (sreisman@katten.com) and Bryan M. Kotliar, Esq. (bryan.kotliar@katten.com); (b) proposed Delaware co-counsel to the Debtors, Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti, Esq. (DPacitti@klehr.com) and Michael W. Yurkewicz (MYurkewicz@klehr.com); (c) the U.S. Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Linda Casey, Esq. (linda.casey@usdoj.gov); (d) proposed counsel for the Committee, Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, Wilmington, DE 19801, Attn: Bradford J. Sandler, Esq. (bsandler@pszjlaw.com), Robert J. Feinstein, Esq. (rfeinstein@pszjlaw.com) and Colin R. Robinson, Esq. (crobinson@pszjlaw.com); (e) counsel for the DIP Agent, King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, GA 30309, Attn: W. Austin Jowers, Esq. (ajowers@kslaw.com) and 1185 6th Avenue, New York, NY 10036, Attn: Michael R. Handler, Esq. (mhandler@kslaw.com); and (f) counsel for the Prepetition Second Lien Agent, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178-0060, Attn: Jennifer Feldsher, Esq. (jennifer.feldsher@morganlewis.com) and Sula Fiszman, Esq. (sula.fiszman@morganlewis.com).
- (iv) **No Objection Timely Filed.** If no objection to the rejection of any Contract or Lease is timely filed by the Rejection Objection Deadline as described in part (iii) above, each Contract or Lease listed in the applicable Rejection Notice shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the applicable Rejection Counterparty agree; *provided that* the Rejection Date for a rejection of Rejected Lease shall not occur until the later of (a) the Rejection Date set forth in the Rejection Notice or (b) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors’ surrender of the premises and (1) turning over keys, key

codes, and security codes, if any, to the affected landlord or (2) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises; *provided further* that the Rejection Date for a Rejected Lease pursuant to these Rejection Procedures shall not occur earlier than the date the Debtors filed and served the applicable Rejection Notice.

- (v) ***Unresolved Timely Objection.*** If an objection to a Rejection Notice is timely filed and properly served as specified above and not withdrawn or resolved, the Debtors request that the Court schedule a hearing on such objection and shall provide at least seven (7) calendar days' notice of such hearing to the applicable Rejection Counterparty, the objecting party, and the other Objection Service Parties. The Debtors shall provide notice of such hearing to the objecting party by overnight by e-mail (if available) and if e-mail is not available by overnight delivery. If such objection is overruled or withdrawn, such Contract or Lease shall be rejected as of the applicable Rejection Date set forth in the Rejection Notice, or such other date to which the Debtors, the objecting party, and the applicable Rejection Counterparty have agreed, or as ordered by the Court.
- (vi) ***Sale and Abandonment of Property.*** From and after the date the Debtors file a Rejection Notice including any Rejected Leases, the terms of the Court's *Order (I) Authorizing and Approving (A) Rejection of Certain Unexpired Leases Upon the Surrender Date and (B) Procedures for the Sale or Abandonment of De Minimis Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances; and (II) Granting Related Relief*, entered on March 17, 2020 [Docket No. 152] (the "Sale Procedures Order") shall apply to the Rejected Leases included on such Rejection Notice.
- (vii) ***Proofs of Claim.*** Claims arising out of the rejection of Contracts or Leases, if any, must be filed with the Debtors' notice and claims agent, Prime Clerk, LLC, on or before the later of (a) the deadline for filing proofs of claim established in the Chapter 11 Cases, if any, and (b) 30 days after the later of (1) the Rejection Objection Deadline, if no objection is filed or (2) the date that all such filed objections have either been overruled or withdrawn. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.
- (viii) ***Treatment of Deposits.*** If the Debtors have deposited funds with a Rejection Counterparty as a security deposit or other arrangement,

such Rejection Counterparty may not setoff or otherwise use such deposit without the prior authority of this Court or agreement of the Debtors; *provided* that the Debtors and the Rejection Counterparty may agree to setoff or otherwise use such deposit pursuant to a Stipulation (as defined below) approved by the Court in accordance with sub-paragraph 2(c) below.

(x) ***Rejection Motion.*** Approval of the Rejection Procedures and this Order will not prevent the Debtors from seeking to reject, assume, or assume and assign a Contract or Lease by separate motion. The Debtors are permitted to file a motion to reject Contracts or Leases on or before April 1, 2020, and a hearing on such Motion shall be held on April 17, 2020 at 10:30 a.m (prevailing Eastern Time) with any objections to such motion to be filed and served in accordance with sub-part (iii) above on or before April 9, 2020 at 4:00 p.m. (prevailing Eastern Time).

(b) Stay Relief and Other Application and Motion Filing Procedures: The following procedures (the “Stay Relief and Other Procedures”) shall apply with respect to any motion filed seeking relief under section 362 of the Bankruptcy Code (a “Stay Relief Motion”) or any motion or application filed seeking payment of an administrative claim, compelling rejection, assumption or assumption and assignment of Contracts or Leases, or enforcing or pursuing any other rights pursuant to section 365(d)(3) or (d)(5) of the Bankruptcy Code (the “Other Motions and Applications”):

(i) Any party wishing to obtain relief from the automatic stay or seeking the payment of an administrative expense claim or to have the Debtors reject, assume, or assume and assign Contracts or Leases or enforcing or pursuing any other rights pursuant to section 365(d)(3) or (d)(5) of the Bankruptcy Code is encouraged, but not required, to contact the Debtors in an effort to reach an agreement so that relief can be achieved by entering into a Stipulation in accordance with subpart (c) below.

(ii) Absent a finding by the Court that a matter is time sensitive, consistent with the General Order (as defined below), no Stay Relief Motion or Other Motions and Applications will be set for a hearing prior to April 30, 2020, or such later date as determined by the Court in light of prevailing circumstances. Notwithstanding the foregoing, any party who files a Stay Relief Motion or Other Motion or Application can seek to resolve such motion using the procedures set forth in sub-paragraph 2(c) below. Furthermore, any party wishing to have a status conference on any such Stay Relief Motion or Other Motion or Application may contact Chambers to set up a status conference, at which conference the Court may decide to continue the Stay Relief and Other Procedures as to the Stay Relief

Motion or Other Motion or Application, as the case may be, or to modify such procedures, as is appropriate under the circumstances.

- (c) Stipulations: The following procedures with respect to the Debtors' entry into Stipulations (as defined below) and the Court's approval thereof are approved:
- (i) Parties are encouraged to contact counsel for the Debtors in order to resolve any objections that they may have or relief they may seek and to try to reach a consensual resolution, which resolution may be submitted to the Court with the consent of the Consultation Parties (as defined below) in accordance with sub-paragraph 2(c)(iii) below.
 - (ii) Subject to the notice and consent of the Consultation Parties, requests of the Debtors for approval of stipulations regarding (1) turnover of estate property in accordance with sections 542 and 543 of the Bankruptcy Code, (2) rejection of Contracts or Leases outside of the Rejection Procedures, (3) settlement and compromise of prepetition and postpetition claims, cross-claims, litigation, and causes of action, including prepetition claims threatened or actions brought by various parties against one or more of the Debtors or their estates in judicial, administrative or other actions or proceedings, or (4) any such other and further agreements as may be reached between the parties may be granted by stipulation filed under certification of counsel of the Debtors (each a "Stipulation") in lieu of proceeding by motion.
 - (iii) The Debtors may enter into Stipulations with any parties provided that (a) the Debtors determine, in the exercise of their reasonable business judgment, that such Stipulation and the actions to be taken and/or resolutions set forth therein are in the best interests of the Debtors' estates, (b) the Debtors (1) obtain the consent of counsel for the Committee, counsel for the DIP Agent, and counsel for the Prepetition Second Lien Agent, and (2) provide notice to the U.S. Trustee and the U.S. Trustee has not raised an objection (the parties in this clause (b), the "Consultation Parties"); *provided* that such Settlements shall not provide for any cash payments by the Debtors in excess of \$25,000 ("Threshold Amount"); *provided, further* that the Threshold Amount shall not apply if the Debtors are seeking to resolve any claim that would require payment on the effective date of a plan in accordance with section 1129 of the Bankruptcy Code. Each Stipulation shall provide a statement of the action proposed to be taken, including any Claim Settlement with respect thereto and a concise statement of the terms and conditions of, and the reasons for, the proposed action.

- (iv) To obtain Court approval of a Stipulation, the Debtors shall (a) file a certification of counsel (each a “Certification of Counsel”) that (1) explains that the Consultation Parties have each received a copy of the Stipulation in advance of the filing of the Certification of Counsel and they each consent or have not objected, as applicable, to the Debtors’ entry into the Stipulation and (2) attaches a proposed form of order approving the Stipulation and the proposed actions set forth therein (each, a “Proposed Stipulation Approval Order”); and (b) serve the Certification of Counsel by e-mail upon (1) any party(ies) directly affected by the Stipulation (if any); and (2) all parties that have requested notice pursuant to Bankruptcy Rule 2002. If after the Debtors submit the Certification of Counsel, no objections are received within three (3) business days thereof, the Court may enter the Proposed Stipulation Approval Order without the need for a hearing. To the extent that an objection is filed on the docket or any of the Consultation Parties do not consent, the Court may, among other things, schedule a hearing on the objection and the Debtors’ and any other parties’ deadline to submit a response or reply thereto.
- (iv) Nothing in this sub-paragraph 2(c) shall limit, impair or otherwise restrict the Debtors’ ability to enter into settlements in accordance with and pursuant to paragraph 12 of the Sale Procedures Order.
- (d) All Hearings to be Held Telephonically: The following procedures shall govern all hearings, status conferences, trials and any other matters scheduled to be held in open Court (“Hearings”) in these Chapter 11 Cases:
 - (i) The Court’s General Order, dated March 16, 2020 (the “General Order”), a copy of which is attached hereto as **Exhibit 2**, is incorporated herein by reference.
 - (ii) There shall be no periodic omnibus Hearings scheduled in these Chapter 11 Cases until further order of the Court.
 - (iii) All Hearings held in these Chapter 11 Cases shall be by telephonic appearance only, unless the Court instructs otherwise. Parties are instructed to arrange for their participation in such telephonic hearings through CourtCall by phone at (888) 882-6878 or by email at info@courtcall.com. Any party may use a live- or listen-only line through CourtCall without seeking permission from the Debtors or the Court.
 - (iv) Any party that files a Pleading shall obtain from the Court a hearing date in advance of the filing of such Pleading, and file substantially contemporaneously with such Pleading a notice of hearing (the “Hearing Notice”). Each Hearing Notice shall include instructions

for how parties may arrange for their participation with CourtCall and the procedures for doing so.

3. Nothing herein or in the Motion shall prejudice the Debtors' rights, if any, for relief under section 305 of the Bankruptcy Code and any opposition to such relief by any creditor or party in interest in these Chapter 11 Cases and all such rights are reserved.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or amount of any particular claim against any of the Debtors or their estates; (b) a waiver of the Debtors' or any other party in interest's right to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume or assume and assign any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party in interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Debtors, their estates and all other parties in interest expressly reserve their rights to contest the extent, validity, or perfection or to seek avoidance of all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors', their estates', or any other party in interest's rights to subsequently dispute such claim.

5. All rights and defenses of the Debtors, their estates and all other parties are preserved, including, without limitation, all rights and defenses of the Debtors and all other parties with respect to a claim for damages arising as a result of a Contract or Lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this

Order or the Motion shall limit the Debtors' and all other parties' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease.

6. As soon as practicable after the entry of this Order, a copy of this Order shall be served by the Claims and Noticing Agent on each of the Master Notice Parties. To ensure that all parties who may participate in these Chapter 11 Cases are aware of the terms of this Order, the Claims and Noticing Agent shall post this Order on the Debtors' case website.

7. Notice of the Motion and the Revised Proposed Order as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

8. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

9. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

A handwritten signature in black ink, appearing to read "Brendan L. Shannon", written over a horizontal line.

**Dated: March 30th, 2020 Wilmington,
Delaware**

**BRENDAN L. SHANNON UNITED STATES BANKRUPTCY
JUDGE**

Exhibit 1

Form of Rejection Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

| | | |
|--|---|--------------------------------|
| In re: | : | Chapter 11 |
| | : | |
| CRAFTWORKS PARENT, LLC, et al., | : | Case No. 20-10475 (BLS) |
| | : | |
| Debtors.¹ | : | (Jointly Administered) |
| | : | |

**NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY CONTRACT[S]
[AND/OR UNEXPIRED LEASE[S]]**

PLEASE TAKE NOTICE that, on [_____], 2020, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the order [Docket No. _____] (the “Order”), authorizing and approving, among other things, procedures for Debtors to reject executory contracts and unexpired leases (each a “Contract or Lease”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written notice (this “Rejection Notice”), Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract or Lease set forth on **Schedule 1** attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth in **Schedule 1**, or such other date as Debtors and the counterparty or counterparties to such Contract(s) or Lease(s) agree.

PLEASE TAKE FURTHER NOTICE that, parties seeking to object to Debtors’ rejection of any Contract or Leases listed in **Schedule 1** must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than seven (7) calendar days after the date that Debtors served this Rejection Notice, upon the following parties: (i) proposed counsel to the Debtors, Katten Muchin Rosenman LLP, 575 Madison Avenue, New York, New York 10022, Attn: Steven J. Reisman, Esq. (sreisman@katten.com) and Bryan M. Kotliar, Esq. (bryan.kotliar@katten.com); (ii) proposed Delaware co-counsel to the Debtors, Klehr

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Big River Breweries, Inc. (6292); Brew Moon Colorado, Inc. (5001); Chophouse License, LLC (2340); Craft Brewery Holding, Inc. (1228); CraftWorks Holdings, LLC (7163); CraftWorks Intermediate Co, LLC (9810); CraftWorks Parent, LLC (3345); CraftWorks Restaurants & Breweries Group, Inc. (4820); CraftWorks Restaurants & Breweries, Inc. (2504); CraftWorks Restaurants & Breweries, LLC (0676); GB Acquisition, Inc. (5175); GB Franchise, LLC (7716); GB Kansas, LLC (0924); GB Maryland, Inc. (6439); GB Parent, Inc. (1281); GBBR Texas, Inc. (9904); Gordon Biersch Brewery Restaurant Group, Inc. (8023); Harbor East Brewery, LLC (7759); Logan’s Restaurants, Inc. (9987); Logan’s Roadhouse, Inc. (2074); Logan’s Roadhouse of Kansas, Inc. (8716); Logan’s Roadhouse of Texas, Inc. (2372); LRI Holdings, Inc. (4571); Old Chicago Franchising LLC (7249); Old Chicago of Colorado, Inc. (4857); Old Chicago of Kansas, Inc. (0606); Old Chicago Oregon, LLC (5083); Old Chicago Parker Crossing, Inc. (9218); Old Chicago Taproom, LLC (5838); Old Chicago Westminster, Inc. (5759); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); Rock Bottom Arizona, Inc. (4848); Rock Bottom License, LLC (9033); Rock Bottom of Minneapolis, Inc. (5762); Wadsworth Old Chicago, Inc. (4849); Walnut Brewery, Inc. (7405). The Debtors’ mailing address is 2981 Sidco Drive, Nashville, TN 37204.

Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn: Domenic E. Pacitti, Esq. (DPacitti@klehr.com) and Michael W. Yurkewicz, Esq. (MYurkewicz@klehr.com); (iii) the U.S. Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Linda Casey, Esq. (linda.casey@usdoj.gov); (iv) proposed counsel for the Committee, Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, Wilmington, DE 19801, Attn: Bradford J. Sandler, Esq. (bsandler@pszjlaw.com), Robert J. Feinstein, Esq. (rfeinstein@pszjlaw.com) and Colin R. Robinson, Esq. (crobinson@pszjlaw.com), and; (v) counsel for the DIP Agent, King & Spalding LLP, 1180 Peachtree Street NE, Atlanta, GA 30309, Attn: W. Austin Jowers, Esq. (ajowers@kslaw.com) and 1185 6th Avenue, New York, NY 10036, Attn: Michael R. Handler, Esq. (mhandler@kslaw.com); and (vi) counsel for the Prepetition Second Lien Agent, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178-0060, Attn: Jennifer Feldsher, Esq. (jennifer.feldsher@morganlewis.com) and Sula Fiszman, Esq. (sula.fiszman@morganlewis.com).

PLEASE TAKE FURTHER NOTICE that, absent an objection to the rejection of any Contract or Lease being timely filed within seven (7) calendar days as set forth in the preceding paragraph, the rejection of any Contract or Lease listed on **Schedule 1** shall become effective on the Rejection Date set forth in **Schedule 1** without further notice, hearing or order of this Court, unless (i) Debtors withdraw such Rejection Notice on or prior to the Rejection Date or (ii) Debtors and the pertinent counterparty or counterparties agree, prior to the Rejection Date, upon another such date.²

PLEASE TAKE FURTHER NOTICE that, if a timely objection to the rejection of any Contract or Lease listed on **Schedule 1** is timely filed and not withdrawn or resolved, Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, such Contract(s) or Lease(s) shall be rejected as of the applicable Rejection Date set forth in Schedule 1 or such other date as the Debtors and the counterparty or counterparties to any such Contract or Lease agree.

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

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert any claim(s) arising out of the rejection of your Contract(s) or Lease(s) listed on **Schedule 1**, you must do so before the later of (i) the deadline for filing proofs of claim established in the Chapter 11 Cases, if any, and (ii) 30 days after the latest of (A) the objection deadline for this Notice, if no objection is filed or (B) the date that all such filed objections have either been overruled or withdrawn. **IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE**

² An objection to the rejection of any particular Contract or Lease listed in **Schedule 1** to this Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed in **Schedule 1**. Any objection to the rejection of any particular Contract or Lease must state with specificity the Contract or Lease to which it is directed. For each particular Contract or Lease whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

PLEASE TAKE FURTHER NOTICE that copies of the pleadings and orders referenced herein can be viewed on the Court's website at <https://ecf.deb.uscourts.gov> and on the website of the Debtors' notice and claims agent, PrimeClerk, LLC, at <http://cases.primeclerk.com/craftworks>. Further information may be obtained by calling PrimeClerk, LLC at: 877-720-6590 (toll-free; domestic) or 646-979-4413 (international) or emailing at craftworksinfo@primeclerk.com.

Dated: _____, 2020
Wilmington, Delaware

/s/

KLEHR HARRISON HARVEY BRANZBURG LLP

Domenic E. Pacitti (DE Bar No. 3989)

Michael W. Yurkewicz (DE Bar No. 4165)

919 N. Market Street, Suite 1000

Wilmington, DE 19801

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

-and-

KLEHR HARRISON HARVEY BRANZBURG LLP

Morton R. Branzburg (admitted *pro hac vice*)

1835 Market Street, 14th Floor

Philadelphia, PA 19103

Telephone: (215) 569-2700

Facsimile: (215) 568-6603

-and-

KATTEN MUCHIN ROSENMAN LLP

Steven J. Reisman (admitted *pro hac vice*)

Bryan M. Kotliar (admitted *pro hac vice*)

575 Madison Avenue

New York, NY 10022

Telephone: (212) 940-8800

Facsimile: (212) 940-8876

-and-

KATTEN MUCHIN ROSENMAN LLP

Peter A. Siddiqui (admitted *pro hac vice*)

525 W. Monroe Street

Chicago, IL 60661

Telephone: (312) 902-5200

Facsimile: (312) 902-1061

Proposed Attorneys for the Debtors

and Debtors in Possession

SCHEDULE 1

Rejected Contracts or Leases

| Contract or Lease | Debtors(s) Party to Contract or Lease | Counterparty Name and Address | Rejection Date | Description of Property Subject to Rejected Lease (if applicable) | Abandoned Personal Property¹ |
|--------------------------|--|--------------------------------------|-----------------------|--|--|
| | | | | | |
| | | | | | |

¹ To include an estimate of the book value of such property, if practicable.

Exhibit 2

General Order, dated March 16, 2020

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

GENERAL ORDER

WHEREAS, the Bankruptcy Court is monitoring the outbreak of Coronavirus Disease 2019 (COVID-19). Given the risk of transmission and the potentially serious consequences, the Bankruptcy Court has implemented procedures to protect Court personnel and the public from the spread of this disease.

NOW, THEREFORE, it is hereby Ordered as follows:

1. All hearings, status conferences, trials and any other matters scheduled to be held in open court ("Court Hearings") that are not time sensitive are continued to a date to be determined on or after April 15, 2020.
2. The presiding judge shall determine on a case by case basis whether Court Hearings are time sensitive.
3. Unless otherwise ordered by the presiding judge, all Court Hearings that are held prior to April 15, 2020, shall be held telephonically and/or by video conference.
4. The manner of submitting evidence in telephonic and/or video conference Court Hearings held prior to April 15, 2020 shall be determined on a case by case basis by the presiding judge.
5. Notwithstanding the foregoing, the Chapter 13 confirmation hearings scheduled for March 23, 2020, shall occur in-person as scheduled. Debtors represented by counsel are encouraged not to attend. The Chapter 13 motions calendar scheduled for March 24, 2020, shall be held telephonically.



Christopher S. Sontchi
Chief United States Bankruptcy Judge

Dated: March 16, 2020