

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REGIONS BANK		09/25/2017	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRC LOAN ACQUISITION, LLC		
<b>Street Address:</b>	12200 Stemmons Freeway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0929751	EL CHICO	
Registration Number:	0929775	EL CHICO	
Registration Number:	1371896	CANTINA LAREDO	
Registration Number:	1485682	CUELLARS' EL CHICO SINCE 1929 FINE MEXIC	
Registration Number:	1618084	GOOD EATS CAFE	
Registration Number:	1906078	GOOD EATS	
Registration Number:	1906079	GOOD EATS	
Registration Number:	1941645	GOOD EATS GRILL	
Registration Number:	1998591	GOOD EATS GRILL	
Registration Number:	2076227	LA PRIMERA	
Registration Number:	2192585	III FORKS	
Registration Number:	2099064	SALADO RED	
Registration Number:	2194444	MEXICAN MARTINI	
Registration Number:	2295898		
Registration Number:	2294461	EL CHICO CAFE MEXICAN FOOD SINCE 1940	
Registration Number:	2428206	EL CHICO CAFE	
Registration Number:	2737552	SILVER FOX	
Registration Number:	2568362	SILVER FOX	

CH \$540.00 0929751

Property Type	Number	Word Mark
Registration Number:	3206748	CANTINA LAREDO GOURMET MEXICAN FOOD
Registration Number:	3181718	
Registration Number:	3398400	CASA RITA

**CORRESPONDENCE DATA**

**Fax Number:** 7132384285

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 713.220.4614

**Email:** jeannedunn@andrewskurth.com

**Correspondent Name:** ANDREWS KURTH KENYON LLP

**Address Line 1:** 600 Travis st.

**Address Line 2:** Suite 4200

**Address Line 4:** Houston, TEXAS 77002

<b>NAME OF SUBMITTER:</b>	jeanne e. dunn
<b>SIGNATURE:</b>	/Jeanne E. Dunn/
<b>DATE SIGNED:</b>	11/16/2017

**Total Attachments: 20**

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## SALE AND ASSIGNMENT AGREEMENT

THIS SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is executed by and between REGIONS BANK, an Alabama banking corporation (the "Seller"), and CRC Loan Acquisition, LLC, a Delaware limited liability company (the "Buyer"), and is dated as of September 25, 2017 (the "Effective Date").

### RECITALS:

A. Seller is the holder of those certain promissory notes (collectively, the "Asset"), evidencing the indebtedness of the party or parties therein listed (such party, together with any guarantors, herein referred to as an "Obligor").

B. Seller has gathered from its files certain documents and instruments which it in its sole discretion has deemed relevant to the Asset (the "Delivery Documents"), which Delivery Documents are set forth on the attached Exhibit A.

C. Seller and Buyer have agreed that Seller will irrevocably sell, transfer and assign to Buyer all of Seller's interest in, to and under the Asset, the Delivery Documents, any and all guaranty agreements, loan agreements, and other loan documents, and Seller's right to all principal, unpaid interest and fees now due or hereafter due thereunder (collectively, the "Assigned Rights"), all subject to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Assignment, Purchase Price. Subject to the terms and conditions of this Agreement:

- (a) Seller shall sell, transfer, assign, grant and convey unto Buyer, its successors and assigns, at the Closing (as defined below) the Assigned Rights, on an:

"AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED.

- (b) In full payment for the Assigned Rights, Buyer shall pay to Seller \$14,100,000.00, plus all accrued and unpaid interest at the non-default rate, as of the hereafter-defined Closing Date, plus an assignment fee of \$20,000.00, plus \$30,000.00 as and for actual attorneys' fees (the "Purchase Price"), which

Purchase Price shall be paid in immediately available funds in U.S. Dollars by wire transfer to Seller in accordance with the instructions set forth in Exhibit C. Within thirty (30) days of Closing, Seller will certify or will cause to be certified to Buyer the actual amount of its attorneys' fees described as a portion of the Purchase Price (the "Attorneys' Fees"), which Attorneys' Fees shall have accrued on and after September 7, 2017. The certification from Seller of Attorneys' Fees shall constitute the sole and conclusive evidence of Attorneys' Fees. If the Attorneys' Fees are less than \$30,000, Seller will refund the difference to Buyer within thirty (30) days of the certification. If the Attorneys' Fees are greater than \$30,000, Seller shall be solely responsible for the additional fees.

- (c) At Closing, Seller shall deliver or cause to be delivered to Buyer copies or originals of the Delivery Documents.
- (d) At Closing, Buyer shall expressly assume all of Seller's duties, obligations and responsibilities with respect to the Assigned Rights.

2. Intentionally Omitted.

3. Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at such time, day and place as the parties hereto mutually agree upon, but, if not otherwise so agreed upon, the Closing shall take place on or before September 27, 2017, or at such other time, day and place as the parties actually agree upon through the office of Seller's counsel, Bradley Arant Boult Cummings LLP ("Escrow Agent"), by wire transfer and overnight courier service. The actual date of the Closing shall be referred to as the "Closing Date".

4. Seller's Conditions to Closing. The obligation of Seller to sell and assign the Assigned Rights as evidenced by the Delivery Documents to Buyer at Closing is subject to the fulfillment of the following conditions, to Seller's satisfaction, prior to or at the Closing:

- (a) The representations and warranties of Buyer set forth in Section 7 hereof shall be true and correct in all material respects on and as of the Closing Date.
- (b) Buyer shall have paid to Seller the Purchase Price.
- (c) Buyer shall have caused the beneficiary of any letter of credit issued by Seller in connection with the Asset, as identified by Seller prior to the Closing Date (the "Letters of Credit"), to return the original Letters of Credit to Seller and to acknowledge to Seller the cancellation of such Letters of Credit or shall have deposited cash with Escrow Agent in an amount sufficient to cover any draws on the Letters of Credit.
- (d) Seller shall have received the consent of any junior lenders and all Obligor, unrestricted subsidiaries of Obligor, and John D. Harkey.
- (e) Seller shall have received the Releases, as defined and required in Section 15 below.

5. Buyer's Conditions to Closing. The obligation of Buyer to purchase from Seller at the Closing the Assigned Rights as evidenced by the Delivery Documents is subject to the fulfillment of the following conditions, to Buyer's reasonable satisfaction, prior to or at the Closing, any or all of which may be waived by Buyer and shall be deemed waived if not objected to in writing by Buyer at Closing:

Seller shall have delivered to Buyer at the Closing:

- (i) A duly executed assignment in the form annexed hereto as Exhibit B, together with an assignment, in recordable form, of any recorded Delivery Document granted to secure the Asset;
- (ii) The original executed Asset or, if the original is not available, a lost note affidavit together with a copy of the lost Asset, endorsed without recourse pursuant to an allonge; along with originals or copies of any other instruments or Delivery Documents, assigned by Seller to Buyer without recourse, representation or warranty; and
- (iii) All other Delivery Documents.

6. Assumption of All Risk. Buyer expressly assumes all risk in connection with the Asset.

7. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

- (a) Buyer has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Agreement and all instruments and other documents executed and delivered by Buyer in connection herewith.
- (b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Buyer and do not require any consent or approval of any party that has not been obtained.
- (c) Buyer is acquiring the Assigned Rights for its own account and not with a view toward any public sale or distribution thereof and Buyer does not intend to sell, offer for sale or syndicate the Assigned Rights or fractional interests in the Assigned Rights or in Buyer in connection with the purchase of the Assigned Rights; provided, however, subject to Section 22 hereof, nothing herein shall be construed or applied to prohibit or otherwise limit Buyer's right to dispose of all or any portion of Buyer's interest in the Assigned Rights in compliance with all applicable law.
- (d) Buyer has agreed to the Purchase Price on the basis of its own independent investigation and credit evaluation of the Assigned Rights. Buyer has not relied upon any representations, warranties or statements of any kind made by or on behalf of Seller. Buyer acknowledges that Seller negates and disclaims all representations, warranties and statements of every kind or type (express or

implied). Buyer further acknowledges that the amount ultimately received by Buyer in respect of the Assigned Rights may be less than the Purchase Price, and Buyer shall have no recourse to Seller for any such deficiency. Buyer further acknowledges that Seller has made no representations to Buyer concerning whether the Asset is secured or not secured by any collateral, and that Seller shall have no liability, and Buyer shall have no recourse against Seller, for any losses suffered by Buyer either because the Asset is secured by certain collateral or because the Asset is not secured by certain collateral. Buyer further acknowledges that Seller is making no representations concerning the Delivery Documents, including without limitation no representation that the Delivery Documents or the documents otherwise made available for review by Buyer comprise all of the documents and instruments in Seller's possession which concern or relate to the Asset.

- (e) If Buyer has engaged any broker or finder or incurred or become obligated to pay any broker's commission or finder's fee in connection with the transactions contemplated by this Agreement, in no event will Seller be obligated to pay any fee, expense or other remuneration to or in connection with such broker or finder, directly or indirectly, and any such fee, expense or other remuneration shall be Buyer's sole responsibility.

8. Covenants of Seller.

- (a) Seller shall use its reasonable efforts to satisfy each of the conditions to closing set forth in Section 5 hereof.
- (b) Seller is the owner of all of the Assigned Rights.

9. Covenants of Buyer.

- (a) Buyer shall use its reasonable efforts to satisfy each of the conditions to closing set forth in Section 4 hereof.
- (b) Buyer shall notify Seller promptly if any of the representations set forth in Section 7 hereof shall become inaccurate prior to the Closing Date or if any of such representations is discovered to be inaccurate prior to the Closing Date.
- (c) Buyer and Buyer's counsel shall cooperate with Seller and Seller's counsel in the defense of any claims or counterclaims made against Seller, or any of Seller's parents, subsidiaries, affiliates, employees, officers, directors, shareholders, agencies, parents, representatives, attorneys, accountants or consultants, in any litigation, arbitration proceeding, mediation or other forum involving or relating to the Assigned Rights. Buyer's obligations under this Section 9(c) shall not be construed to require Buyer to expend any significant funds or incur any material costs for which it is not reimbursed in connection with such cooperation and Seller shall reimburse to Buyer the reasonable costs of Buyer's employees involved in supplying Seller or Seller's counsel with copies of documents and other information as may be reasonably required by Seller or Seller's counsel in

preparing for depositions or trial. This provision is in addition to, and not in lieu of, the indemnification of Seller by Buyer contained in Section 11 hereof.

- (d) Buyer shall comply with all federal and state laws governing collection practices and procedures.
- (e) Prior to or at Closing, Buyer shall cause the beneficiary of any Letters of Credit to return to Seller the original Letter of Credit and to acknowledge to Seller the cancellation of such Letter of Credit, or shall deposit cash with Escrow Agent in an amount sufficient to cover any draws on the Letters of Credit.

10. **Environmental Issues**. Buyer expressly acknowledges that, if the Asset is secured by collateral, there may be certain environmental issues and/or risks with respect to such collateral. **BUYER FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY COLLATERAL, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, AND HEREBY WAIVES ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO ANY COLLATERAL OR TO ANY HAZARDOUS MATERIALS (AS DEFINED BELOW) ON ANY COLLATERAL.** For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereafter defined) or the common law, or any other applicable laws relating to any collateral. Hazardous Materials shall include, without limitation, any substance, the presence of which on any collateral, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on any collateral or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on any collateral or adjacent property; or (C) which, if it emanated or migrated from any collateral, could constitute a trespass.

For purposes of this Agreement, the term "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which any collateral is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of any collateral, or the use of any collateral, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous

substances or waste or Hazardous Materials in the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

11. **Buyer's Indemnities.** Buyer agrees to indemnify and hold harmless Seller and Seller's subsidiaries, affiliates, officers, directors, shareholders, employees, agents, representatives and attorneys, from and against any and all loss, liability, claim, damage and expense whatsoever (including attorneys' fees) directly or indirectly arising out of, based upon, resulting from or otherwise relating to (i) any act or omission of Buyer or any of its affiliates or assignees in connection with the Delivery Documents, the Assigned Rights or otherwise, and any action taken by Buyer in connection with the collection, enforcement or other activity related to any Delivery Document (and including the application or allocation of money paid to Buyer as Benefits Accruing to Buyer), (ii) the material inaccuracy of any of Buyer's representations or warranties herein, (iii) the material breach of any of Buyer's covenants herein, or (iv) any commissions, finder's fees or similar fees due or claimed by any broker, agent or salesperson claimed directly against Seller as a result of an agreement entered into by Buyer.

12. **Limitation of Liability and Remedies.**

- (a) Should Seller for any reason ever become liable to Buyer under any circumstances arising under or resulting from this Agreement, for any claim, loss, cost, damage, judgment, expense or other liability of any kind, including reasonable attorneys' fees (collectively, the "Liability"), then Buyer's sole remedy shall be the right to pursue specific performance. In no event shall Seller be liable for any damages.
- (b) Should Buyer ever become liable to Seller under any circumstances arising under or resulting from this Agreement for any claim, loss, cost, damage, judgment, expenses or other liability of any kind, then Seller's recourse against Buyer shall be limited to the actual loss or damages, including reasonable attorneys' fees.

13. **Further Covenants.**

- (a) For purposes of this Agreement, the following terms shall have the following meanings:
  - (1) "**Benefits Accruing to Seller**" shall mean all principal and interest payments received on the Asset through the close of business on the day immediately preceding the Closing Date (the "**Cut-Off Date**").
  - (2) "**Benefits Accruing to Buyer**" shall mean all principal and interest payments made on the Asset after the Cut-Off Date. If Seller shall receive any payments of interest and/or principal on the Asset or other payment required under the Asset or Delivery Documents by any Obligor or its affiliates which represent "Benefits Accruing to Buyer," and provided the Closing occurs in accordance with the terms and conditions contemplated herein, Seller shall accept such payments on behalf of Buyer and hold the same on behalf of and for the benefit of Buyer, and shall remit (within a reasonable amount of time) the same following the Closing



to Buyer with the endorsement (without recourse, representation or warranty) of Seller when necessary or appropriate.

- (b) Seller shall pay all fees and expenses (including, without limitation, legal, accounting or investment banking fees and expenses) incurred by it in connection with this Agreement and the transactions contemplated hereby. Buyer shall pay all fees and expenses (including, without limitation, legal, accounting or investment banking fees and expenses) incurred by it in connection with this Agreement and the transactions contemplated hereby. All recording fees and documentary taxes necessitated by the assignment of the Assigned Rights to Buyer shall be borne and paid by Buyer.

14. Occurrence of Certain Events Prior to Closing. From the Effective Date of this Agreement until Closing, all risk of loss for the Asset shall be borne by Buyer. Seller shall not be responsible for any costs or expenses incurred by Buyer in conducting due diligence on the Asset, preparing a bid, or preparing for Closing.

15. Litigation in Name of Seller; Releases. Buyer shall not, without the express prior written consent of Seller, institute any legal action in the name of Seller or continue to prosecute in the name of Seller any pending legal action. Buyer shall not mislead or conceal from any person the identity of the owner of the Assigned Rights purchased hereunder. Buyer shall not use or refer to the name of Seller or any name derived therefrom or confusingly similar thereto to promote Buyer's subsequent sale, collection or management of the Assigned Rights purchased hereunder. Buyer will deliver at Closing a full release of Seller by Obligors, including borrower, all guarantors, any principals, any unrestricted subsidiaries of Obligors, and John D. Harkey, which releases shall be satisfactory to Seller in its sole discretion (the "Releases").

16. Survival of Representations and Warranties. The representations, warranties and covenants of Buyer contained herein shall survive the consummation of the transactions contemplated in this Agreement.

17. Further Assurances. Seller and Buyer shall each execute and deliver to the other all further documents or instruments reasonably requested by either of them in order to effect the intent of this Agreement and to obtain the full benefit of this Agreement. Any request by either party under this Section 17 shall be accompanied by the document proposed for signature by the party requesting it, in form and substance satisfactory to the party of whom the request is made and its attorneys. The party making the request shall bear and discharge any fees or expenses incident to the preparation, filing or recording of documents requested pursuant to this Section 17.

18. Governing Law. This Agreement shall be governed by and interpreted in accordance with federal law. To the extent not controlled by federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama without reference to conflicts of law principles.

19. Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED

BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. The parties make no representations or warranties to each other, except as contained in this Agreement or in the accompanying exhibits or the certificates or other closing documents delivered according to this Agreement. All prior agreements and understandings between the parties hereto with respect to the transactions contemplated hereby, whether oral or written, are superseded by, and are deemed to have been merged into, this Agreement unless otherwise expressly provided herein. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns, but no other party shall have or claim any third party beneficiary rights under this Agreement.

20. Modifications. This Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

21. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

22. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party. The Asset purchased by Buyer pursuant to this Agreement may be sold, transferred or otherwise assigned, but the obligations of Seller hereunder are not assignable. Any purported sale, transfer or assignment of the Asset without compliance with this Section 22 shall be null and void and of no effect.

23. Notices. All notices between the parties shall be in writing and shall be served either personally, by certified mail or by overnight courier services. If served personally, notice shall be deemed given or made at the time of such service. If served by certified mail, notice shall be presumed given and made five (5) business days after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom said notice is to be given or made. If served by an overnight courier service promising delivery not later than 10:00 a.m. on the first business day after receipt by such service, notice shall be presumed given and made one business day after the deposit thereof with such courier service, addressed to the party to whom such notice is to be given or made, if such deposit is timely and appropriate in accordance with the requirements of such courier service.

All notices to Seller shall be given to it at:

Regions Bank  
Wade Parker  
Mailcode: ALBH70205A  
201 Milan Parkway  
Birmingham, AL 35211

And:

Regions Bank  
Robert Korte  
8182 Maryland Avenue  
Clayton, MO 63105

with a copy to:

Ginger Carroll Gray  
Bradley Arant Boult Cummings LLP  
1819 Fifth Avenue North  
Birmingham, AL 35203  
And:

Joseph J. Trad  
Lewis Rice LLC  
600 Washington Avenue  
Suite 2500  
St. Louis, MO 63101

All notices to Buyer shall be given to it at:

CRC Loan Acquisition, LLC  
c/o James R. Snell  
General Counsel  
Consolidated Restaurant Operations, Inc.  
12200 Stemmons Freeway, Suite 100  
Dallas, TX 75234

24. **References in this Agreement.** Whenever the context of this Agreement requires, references to the singular number shall include the plural, and the plural shall include the singular, where appropriate; words denoting gender shall be construed to include the masculine, feminine and neuter where appropriate, and specific enumeration shall not exclude the general, but shall be considered as cumulative.

25. **Jurisdiction and Venue.** Buyer hereby consents to the jurisdiction of any state or federal court located within Jefferson County, Alabama, waives personal service of any and all process upon it, consents to service of process by registered mail directed to Buyer at the address stated in Section 23 above, and acknowledges that service so made shall be deemed to be completed upon actual receipt thereof. In addition, Buyer consents and agrees that venue of any action instituted under this Agreement shall be proper in Jefferson County, Alabama and hereby waives any objection to venue.

26. **Arbitration.** Any controversy, claim, dispute or issue related to or arising from (A) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement, (B) any charge or cost incurred under this Agreement; (C) the collection of any amounts due under this Agreement or any assignment thereof; (D) any alleged tort related to or arising out of this Agreement; or (E) any breach of any

provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"); provided, however, that a suit for specific performance by either party shall not be subject to arbitration. Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$100,000. Judgment upon any award rendered by any arbitrator in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration under this Agreement shall be made within the time period limitations specified in this Agreement or, if none is specified, no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the applicable time period or statute of limitations bars the arbitration of such matter shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in Birmingham, Alabama. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and Buyer and Seller hereby waive and relinquish any right to claim otherwise. **WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, BUYER EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY.**

27. **Buyer Failure to Fund.** If Buyer fails to tender the Purchase Price to Seller on the Closing Date, Seller may pursue all remedies available at law or in equity, including, without limitation, the remedy of specific performance.

28. **Seller Failure to Perform.** If Buyer fully performs all its conditions to Closing and satisfies all terms and conditions of this Agreement, and Seller fails to comply with Section 5 of this Agreement for any reason other than an OFAC or other regulatory concern, then Seller hereby agrees that it will not initiate any collection efforts against the Obligors as provided for in the Forbearance Agreement (as defined herein).

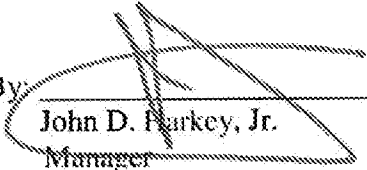
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IN WITNESS WHEREOF, the undersigned have duly executed this Sale and Assignment Agreement effective as of the date first above written.

REGIONS BANK, an Alabama banking corporation


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CRC LOAN ACQUISITION, LLC, a Delaware limited liability company

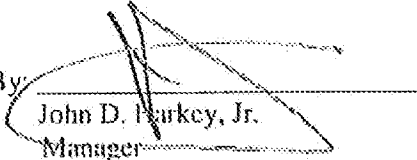
By:  \_\_\_\_\_  
John D. Parkey, Jr.  
Manager

IN WITNESS WHEREOF, the undersigned have duly executed this Sale and Assignment Agreement effective as of the date first above written.

REGIONS BANK, an Alabama banking corporation

By:   
Name: ROBERT KORTE  
Its: SVA

CRC LOAN ACQUISITION, LLC, a Delaware limited liability company

By:   
John D. Farkey, Jr.  
Manager

List of Exhibits

Exhibit A: Delivery Documents  
Exhibit B: Form of Assignment  
Exhibit C: Wire Instructions

## EXHIBIT A

### Delivery Documents

- Credit Agreement dated June 2, 2014, by and among Consolidated Restaurant Companies, Inc. ("CRC"), as a guarantor, certain subsidiaries of CRC as borrowers ("Borrowers"), certain subsidiaries of CRC as guarantors (collectively with CRC, "Guarantors"), and Regions Bank ("Bank")
  - Amendment No. 1 to Credit Agreement dated May 29, 2015, by and among CRC, Borrowers, Guarantors (collectively, the "Credit Parties"), and Bank
  - Amendment No. 2 to Credit Agreement dated July 10, 2015, by and among the Credit Parties and Bank
  - Amendment No. 3 to Credit Agreement dated September 28, 2015, by and among the Credit Parties and Bank
- Revolving Loan Note dated June 2, 2014, executed by Borrowers in favor of Bank
- Swingline Note dated June 2, 2014, executed by Borrowers in favor of Bank
- Security Agreement dated June 2, 2014, among CRC and certain subsidiaries of CRC, as Grantors, and Bank
- Pledge Agreement dated June 2, 2014, among CRC and certain subsidiaries of CRC, as Pledgors, and Bank
- Notice of Security Interest in U.S. Trademarks recorded June 2, 2014
- UCC Financing Statements
- Stock Certificates together with stock powers executed in blank
- Subordination Agreement dated June 2, 2014, by and among CC Partners, LLP, as Subordinated Lender, Bank, as First Lien Agent, Nexbank, SSB (now UMB Bank, N.A.), as Second Lien Agent, and CRC and the other Credit Parties
- Intercreditor Agreement dated June 2, 2014, by and between Bank, as Senior Creditor, and Nexbank (now UMB Bank, N.A.), as Junior Agent
- Joinder to Intercreditor Agreement and Subordination Agreement dated September 29, 2014, by and among UMB Bank, N.A., as new Junior Agent, Bank, Nexbank, SSB, and CCP Partners, LLP



- Intercompany Subordination Agreement dated June 2, 2014, by and among the Creditors named therein and Bank
- Limited Waiver Letter from Bank dated November 25, 2014
- Limited Consent & Waiver Agreement dated November 30, 2014, by and among CRC, Borrowers, Guarantors, and Bank
- Forbearance Agreement dated July [17], 2017, by and among Borrowers, Guarantors, and Bank (the "Forbearance Agreement")

EXHIBIT B

Form of Assignment

ASSIGNMENT

This Assignment is entered into by and between **REGIONS BANK**, an Alabama banking corporation ("Seller"), and **CRC LOAN ACQUISITION, LLC**, a Delaware limited liability company ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Sale and Assignment Agreement dated as of \_\_\_\_\_, 2017.

B. The Sale and Assignment Agreement provides for the sale and transfer by Seller to Buyer of certain Assigned Rights (such term and all other capitalized terms used herein and not otherwise defined herein have the definitions ascribed to them in the Sale and Assignment Agreement).

C. In exchange for the Purchase Price set forth in the Sale and Assignment Agreement and such other good and valuable consideration as provided in the Sale and Assignment Agreement, Seller hereby sells to Buyer the Assigned Rights identified below on and subject to the terms, conditions and provisions hereof.

AGREEMENT:

NOW, THEREFORE:

(1) Seller hereby transfers, assigns and conveys all of Seller's right, title and interest, if any, in and to the Asset set forth on Schedule A attached hereto and made a part hereof for all purposes and the Assigned Rights associated therewith;

(2) Except that the Seller is the owner of the Assigned Rights as set forth in the Sale and Assignment Agreement, this sale is made on an "AS IS," "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED;

(3) Without in any way limiting the generality of the foregoing, with respect to the Assigned Rights, together with any and all related collateral, if any, Seller hereby disclaims and disavows:

- (i) any express or implied warranty of "Merchantability"; and
- (ii) any express or implied warranty of "Fitness For A Particular Purpose."

(4) Buyer expressly assumes all of Seller's duties, obligations and responsibilities with respect to the Asset and the Assigned Rights associated therewith.

(5) Buyer may assign, sell or otherwise transfer the Asset without the prior written consent of Seller, but Seller's obligations under the Sale and Assignment Agreement are not transferable, and Seller shall have no obligation to any assignee.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

REGIONS BANK, an Alabama banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **Regions Bank**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of Regions Bank.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

CRC LOAN ACQUISITION, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY )

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **CRC Loan Acquisition, LLC**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such authorized agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

Schedule A

Asset

1. Revolving Loan Note dated June 2, 2014, by El Chico Restaurants of America, Inc., El Chico Restaurants of Texas, L.P., Pronto Restaurant Design and Equipment, Inc., Good Eats Restaurants of Texas, L.P., III Forks Dallas, L.P., Cantina Laredo Restaurants, L.L.C., CRO International Franchising, L.L.C., Silver Fox Restaurants, L.P., and Cool River Restaurant Las Colinas, L.P. in favor of Regions Bank.
  
2. Swingline Note dated June 2, 2014, by El Chico Restaurants of America, Inc., El Chico Restaurants of Texas, L.P., Pronto Restaurant Design and Equipment, Inc., Good Eats Restaurants of Texas, L.P., III Forks Dallas, L.P., Cantina Laredo Restaurants, L.L.C., CRO International Franchising, L.L.C., Silver Fox Restaurants, L.P., and Cool River Restaurant Las Colinas, L.P. in favor of Regions Bank.

EXHIBIT C

**WIRING INSTRUCTIONS FOR  
BRADLEY ARANT BOULT CUMMINGS LLP  
ATTORNEY TRUST ACCOUNT**

**WIRE FUNDS TO:** REGIONS BANK  
**ADDRESS:** 1900 5<sup>TH</sup> AVENUE NORTH  
BIRMINGHAM, AL 35203  
**ABA NUMBER:** 062005690  
**ACCOUNT NAME:** BRADLEY ARANT BOULT  
CUMMINGS LLP  
ATTORNEY TRUST ACCOUNT  
1819 5<sup>TH</sup> AVENUE NORTH  
BIRMINGHAM, AL 35203

**ACCOUNT NUMBER:** 0049604686  
**SWIFT CODE** UPNBUS44  
**(INTERNATIONAL WIRES ONLY):**

**PLEASE CONTACT** CAROL LITTLE  
[CLITTLE@BRADLEY.COM](mailto:CLITTLE@BRADLEY.COM)  
205-521-8127  
STACY HUX  
[SHUX@BRADLEY.COM](mailto:SHUX@BRADLEY.COM)  
205-521-8668

**REFERENCE/ATTORNEY  
NAME:**