

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBS Citizens, N.A., as Administrative Agent		02/21/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Granite City Food & Brewery Ltd.		
Street Address:	3600 American Blvd. W., Suite 400		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3522448	FERMENTUS INTERRUPTUS	
Registration Number:	3380882	GC	
Registration Number:	2550836	GC GRANITE CITY FOOD & BREWERY	
Registration Number:	3384527	GRANITE CITY	
Registration Number:	3384528	GRANITE CITY FOOD & BREWERY	
CORRESPONDENCE DATA			
Fax Number:	6126324444		
<i>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.</i>			
Phone:	6126323271		
Email:	trademark@lathrogpm.com		
Correspondent Name:	Cheryl Johnson		
Address Line 1:	500 IDS Center, 80 South 8th Street		
Address Line 2:	Lathrop GPM LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Cheryl Johnson		
SIGNATURE:	/Cheryl Johnson/		
DATE SIGNED:	01/14/2022		
Total Attachments: 30			

CH \$140.00 3522448

source=GC Order#page1.tif
source=GC Order#page2.tif
source=GC Order#page3.tif
source=GC Order#page4.tif
source=GC Order#page5.tif
source=GC Order#page6.tif
source=GC Order#page7.tif
source=GC Order#page8.tif
source=GC Order#page9.tif
source=GC Order#page10.tif
source=GC Order#page11.tif
source=GC Order#page12.tif
source=GC Order#page13.tif
source=GC Order#page14.tif
source=GC Order#page15.tif
source=GC Order#page16.tif
source=GC Order#page17.tif
source=GC Order#page18.tif
source=GC Order#page19.tif
source=GC Order#page20.tif
source=GC Order#page21.tif
source=GC Order#page22.tif
source=GC Order#page23.tif
source=GC Order#page24.tif
source=GC Order#page25.tif
source=GC Order#page26.tif
source=GC Order#page27.tif
source=GC Order#page28.tif
source=GC Order#page29.tif
source=GC Order#page30.tif

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:	Jointly Administered under 19-43756 (WJF)
Granite City Food & Brewery Ltd.	19-43756
Granite City Restaurant Operations, Inc.	19-43757
Granite City of Indiana, Inc.	19-43758
Granite City of Kansas Ltd.	19-43759
Granite City of Maryland, Inc.	19-43760
Debtors.	Chapter 11 Cases

**ORDER AUTHORIZING: (I) SALE OF ASSETS FREE AND
CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES;
(II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES; AND
(III) GRANTING RELATED RELIEF**

Upon the motion of the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors” or “Granite City”) dated December 30, 2019, for an Order pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), as well as Rules 2002, 6004, 6006 and 9014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (1) Approving Auction and Bid Procedures; (2) Approving Break-Up Fee, Expense Reimbursement and Other Protections; (3) Approving Form and Manner of Notice; (4) Authorizing Sale of Assets Free and Clear of Liens, Claims and Encumbrances, Subject to Higher or Better Offers; (5) Approving Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (6) Granting Related Relief (the “Motion”); and the Court having approved Bid Procedures and granted other aspects of the relief requested in the Motion at a hearing held on January 22, 2020 (the “Sale Authorization Hearing”); and the Debtors having conducted an auction aimed at a sale of substantially all of the Debtors’ assets on February 11, 2020; and the Court

NOTICE OF ELECTRONIC ENTRY AND
FILING ORDER OR JUDGMENT
Filed and Docket Entry made on 02/16/2020
Lori Vosejпка, Clerk, by DT

TRADEMARK
REEL: 007559 FRAME: 0381

having heard the statements of counsel and having considered the evidence presented in support of the balance of the relief requested in the Motion at a hearing before the Court held on February 21, 2020 (the “Sale Hearing”); and upon the full and complete record of these Chapter 11 cases; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion, at the Sale Authorization Hearing, and at the Sale Hearing, establish just cause for the relief granted herein; and it further appearing that the relief requested in the Motion is in the best interests of the Debtors, their creditors, and parties in interest in these Chapter 11 cases;

THE COURT HEREBY FINDS AND DETERMINES THAT:

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

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

C. The Court has jurisdiction to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in the United States Bankruptcy Court for the District of Minnesota pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory predicates for the relief requested in the Motion are Sections 105(a), 363 and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006 and 9014.

E. Notice of the Motion has been given to (i) the United States Trustee; (ii) counsel for the official committee of unsecured creditors appointed in these cases; (iii) counsel for the

postpetition lender, JMB Capital Lenders, LLC (“JMB”); (iv) counsel for secured party Citizens Bank, N.A. (“Citizens Bank”); (v) the Internal Revenue Service; (vi) all relevant federal, state and local taxing and licensing authorities at their statutory addresses; (vii) all parties who have filed a request for service of all pleadings pursuant to and in accordance with Bankruptcy Rule 2002 as of the day prior to the service of the Motion; (viii) KRG Granite Acquisition, LLC (the “Stalking Horse Bidder”); (ix) all non-Debtor parties to executory contracts, unexpired leases, and other agreements with the Debtors (entered into before or after the Petition Date); (x) Landry’s KCRG, LLC (“Landry’s”), (xi) BBQ Acquisition, Inc. (“BBQ”); and (xii) all known creditors of the Debtors. Furthermore, the Debtors published or posted, pursuant to Bankruptcy Rule 2002(d) and 2002(l), the Sale Notice in or on: (i) the Minneapolis Star Tribune; (ii) the Wall Street Journal; and (iii) the Debtors’ restructuring website at <https://dm.epiq11.com/case/GraniteCity/dockets>.

F. As evidenced by the certificates of service and affidavits of publication filed with the Court, and based on the representations of counsel at the Sale Hearing, it appears that: (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, and the sale of all or substantially all of the Debtors’ assets pursuant to that certain Asset Purchase Agreement dated as of December 16, 2019 (the “Stalking Horse APA”) between the Debtors and the Stalking Horse Bidder, and, subject to certain “Designation Rights” as defined in the Stalking Horse APA, the assumption and assignment of the Acquired Contracts and Real Property Leases, has been provided in accordance with Sections 102(l), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a), 6004(a) and 6006(c), (ii) such notice was good and sufficient and appropriate under the circumstances of the Debtors’ cases, and reasonably calculated to reach and apprise all holders of Claims and Interests (as hereafter defined) about the sale and the assumption and/or assignment of the Acquired Contracts and Real Property Leases, and (iii) no other or further notice of the

Motion, the Sale Hearing, the sale, or of the assumption or assignment of the Acquired Contracts or unexpired Real Property Leases shall be required, except insofar as such notice is to be given in connection with an applicable buyer's exercise of Designation Rights.

G. A reasonable opportunity to object or to be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities in these cases.

H. As shown by: (i) the evidence proffered or adduced and testimony, if any, at the Sale Hearing; and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed and sold the assets being sold in the applicable sale (collectively the "Acquired Assets") and conducted the Sale Process (as hereafter defined) in a non-collusive, fair and good faith manner that was in compliance with that certain order of this Court entered on January 24, 2020, establishing bid procedures and certain buyer protections in connection with the sale of the Debtors' assets (the "Bid Procedures Order"). A reasonable opportunity has been given to any interested parties to make a higher and better offer for the Acquired Assets. The Acquired Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

I. The Debtors diligently and in good faith marketed the Acquired Assets to obtain the highest and best offer for their restaurant businesses. Working with their investment banker, the Debtors conducted a comprehensive, multi-phased prepetition sale process in which they: (i) identified parties potentially interested in purchasing all or a portion of the Acquired Assets; (ii) created and provided prospective buyers with access to a due diligence data room; (iii) circulated a lengthy Confidential Information Memorandum to potential buyers; (iv) solicited indications of interest; (v) considered several asset purchase agreements submitted in connection with the process; and (vi) ultimately determined that the Stalking Horse APA, based on all relevant factors, embodied the highest and best offer the Debtors received for the Acquired Assets, and the Debtors

according selected the Stalking Horse APA to serve as the Stalking Horse Bid as the Debtors entered into Chapter 11. Subsequent to filing, the Debtors – following expiry of the “No-Shop” period – renewed efforts to solicit indications of interest, shared extensive information with interested parties, and organized a form of auction in which Qualified Bidders (as defined in the Bid Procedures Order and Bid Procedures) were invited to participate (the “Sale Process”).

J. On February 11, 2020, beginning at 9:00 a.m. Central time, the Debtors conducted an Auction. Qualified Bidders were permitted to submit All-Asset Bids, and were thereafter allowed to submit bids separately for the “Cadillac Ranch Assets” and the “Granite City Assets” (as defined in the Bid Procedures and subsequently clarified at the Auction).

K. After the Auction, the Debtors and the Consultation Committee deemed the bid submitted by Landry’s to purchase the Cadillac Ranch Assets, as reflected in that certain Asset Purchase Agreement between Landry’s and the Debtors dated as of February 12, 2020, as amended (the “Cadillac Ranch APA”) to be the highest and/or best offer for the Cadillac Ranch Assets, and the bid submitted by BBQ for the Granite City Assets, as reflected in that certain Asset Purchase Agreement between BBQ and the Debtors dated as of February 12, 2020, as amended (the “Granite City APA”), to be the highest and/or best offer for the Granite City Assets, and the Debtors and Consultation Committee determined that such bids, taken in combination, were most likely to maximize sale proceeds and recoveries for interested parties. The Debtors and Consultation Committee further deemed the All-Asset bid submitted by BBQ which is set forth in that certain Asset Purchase Agreement by and among the Debtors and the Back-Up Bidder (the “Back-Up APA”) to be the bid most likely to maximize the value of their estates in the event the applicable sales contemplated in the Cadillac Ranch APA and Granite City APA are unable to close.

L. With respect to each of the Cadillac Ranch APA and Granite City APA, respectively: (1) the terms and conditions and sales to Landry's and BBQ pursuant thereto, each are fair and reasonable, and (2) the Purchase Price payable to the Debtors pursuant to each represents the highest and best offer obtainable for, as applicable, the Cadillac Ranch Assets and the Granite City Assets (together the "Acquired Assets").

M. With respect to the Cadillac Ranch APA and the Granite City APA, each of the Debtors, as applicable, (i) has the full corporate or other power to execute, deliver and perform its obligations under such APA and all other documents contemplated thereby or entered into in connection therewith, and the applicable sale of the Acquired Assets by the Debtors has in each case been duly and validly authorized by all necessary corporate or similar action, (ii) has all of the corporate or other power and authority necessary to consummate the transactions contemplated by such APA, and such other documents contemplated thereby or entered into in connection therewith, and (iii) has taken all action necessary to authorize and approve such APA and such other documents contemplated thereby and the consummation by them of the transactions contemplated thereby or entered into in connection therewith. No third-party consent or approvals, other than those expressly provided for in the Cadillac Ranch APA and Granite City APA, are required for the Debtors to consummate such transactions.

N. Approval of the Debtors' entry into the Cadillac Ranch APA and Granite City APA and consummation of the sales at this time are in the best interests of the Debtors, their creditors, their estates, and other parties in interest.

O. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the sale prior to, and outside of, a plan of reorganization in that, among other things, the applicable sales contemplated under the Cadillac

Ranch APA and Granite City APA enable the Debtors to yield the highest value for the Acquired Assets prior to the Outside Date established as the deadline to close the sale under the Stalking Horse APA and will enable repayment of postpetition indebtedness prior to the maturity date set forth in the DIP Loan Agreement.

P. The Cadillac Ranch APA and Granite City APA and the applicable sale were negotiated, proposed and entered into by the Debtors and Landry's, and the Debtors and BBQ, without collusion, in good faith, and from arm's length bargaining positions. None of the Debtors, Landry's or BBQ has engaged in any conduct that would cause or permit either the Cadillac Ranch APA or the Granite City APA, or any other related agreement, to be avoided under Section 363(n) of the Bankruptcy Code.

Q. Landry's and BBQ are good faith purchasers under Section 363(m) of the Bankruptcy Code and, as such, are entitled to all of the protections afforded thereby. In the absence of a stay pending appeal, Landry's and BBQ will be acting in good faith within the meaning of Section 363(m) in closing the sale contemplated under their respective APAs at any time after the entry of this order, notwithstanding the provisions of Bankruptcy Rule 6004(g).

R. Neither Landry's nor BBQ is an "insider" of any of the Debtors, as that term is defined under Section 101 of the Bankruptcy Code. With respect to the Granite City APA and the Cadillac Ranch APA, the consideration being provided (i) is fair and reasonable, (ii) represents the highest and best offer for the Acquired Assets being purchased; (iii) will provide a greater recovery to the Debtors' estates than would be provided by any other available alternative; and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

S. With respect to the Cadillac Ranch APA and the Granite City APA, respectively, the applicable sales of the Acquired Assets will be legal, valid and effective transfers of the Acquired Assets and, except for the liabilities expressly assumed by Landry's under the Cadillac Ranch APA, or BBQ under the Granite City APA (together the "Assumed Liabilities"), will vest Landry's with all right, title and interest of the Debtors to the Cadillac Ranch Assets and will vest BBQ with all right, title and interest of the Debtors to the Granite City Assets, in each case free and clear of claims against and interests in the Debtors and Claims, Liens or Encumbrances against the Acquired Assets (together the "Claims and Interests" or alternatively, the "Claims or Interests"), including but not limited to, (1) those that purport to give any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of any Debtor's or the applicable buyer's interest in the Acquired Assets, or any similar rights but only in connection with the sales authorized by this Order, (2) those relating to Taxes or assessments arising under or out of, in connection with, or in any way relating to the ownership, operation, or use of the Acquired Assets prior to the consummation of a sale (a "Closing"), (3)(a) those arising under all mortgages, deeds of trust, security interest, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including but not limited to, voting, transfer, receipt of income, or other exercise of any attributes of ownership and (b) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors or affiliates, including without limitation, Claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind or nature, whether known or unknown, contingent or otherwise, whether arising prior to or in connection with or subsequent to the commencement of these Chapter 11 cases, and whether imposed by agreement, understanding,

law, equity or otherwise, including, but not limited to, claims otherwise arising under doctrines of successor liability, (4) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of any Debtor, (5) any other employee, worker's compensation, occupational disease or unemployment or temporary disability-related Claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement, Income, Security Act of 1974, as amended, (b) the Fair Labor Standards Acts, as amended, (c) Title VII of the Civil Rights Act of 1964, as amended, (d) the Federal Rehabilitation Act of 1973, as amended, (e) the National Labor Relations Act, as amended, (f) the Worker Adjustment and Retraining Act of 1988, as amended, (g) the Age Discrimination and Employee Act of 1967, as amended or (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, (6) any products liability or similar Claims, whether pursuant to any state or federal laws or otherwise, (7) environmental Claims or Liens arising from conditions existing on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. or similar state statute, (8) any bulk sales or similar law, (9) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, (10) any claim under the Perishable Agricultural Commodities Act of 1930 (as amended, "PACA") and state statutes of similar effect (together, the "PACA Claims"), and (11) claims under the Packers and Stockyards Act of 1921 (as amended, "PASA" and any claims thereunder the "PASA Claims").

T. Landry's would not have entered into the Cadillac Ranch APA, and BBQ would not have entered into the Granite City APA, and neither would consummate the transactions

contemplated thereby, thus adversely affecting the Debtors, their estates, and their creditors, if the applicable sales of the Acquired Assets were not, except for the Assumed Liabilities, free and clear of all Claims and Interests of any kind or nature whatsoever, or if either Landry's or BBQ would, or in the future could, be liable for any of the Claims and Interests.

U. The Debtors may sell the Acquired Assets free and clear of all Claims and Interests of any kind or nature whatsoever, because in each case, one or more of the standards set forth in section 363(f)(1) through (5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests and non-Debtors to Acquired Contracts who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code to the assumption and assignment of same, subject to Designation Rights as specified in the Cadillac Ranch APA and/or the Granite City APA. Those holders of Claims and Interests and non-Debtors to Acquired Contracts who did object fall within one or more of the other subsections of 363(f) of the Bankruptcy Code and are adequately protected by having their Claims and Interests that are secured by liens, security interests and similar encumbrances, if any, attach to the Net Proceeds of the applicable sale ultimately attributable to the property against or in which they assert such Claim or Interest, with the same validity, priority and effect that existed immediately prior to the consummation of the applicable sale and subject to any and all rights, claims and defenses that the Debtors may have with respect thereto.

V. With respect to each of the Cadillac Ranch APA and the Granite City APA, the Debtors have demonstrated that it is an exercise of their sound business judgment to sell, assume and assign the Acquired Contracts identified therein in connection with the Closing, and the assumption and/or assignment of such Acquired Contracts is in the best interests of the Debtors, their estates, and their creditors. The Acquired Contracts being sold and assigned to, and the

Liabilities being assumed are an integral part of the Acquired Assets being purchased and, accordingly, such assumption and assignment of the Acquired Contracts is reasonable and enhances the value of the Debtors' estates.

W. With respect to the Cadillac Ranch APA and the Granite City APA, the Debtors have either cured or provided adequate assurance of cure of all cure obligations under Acquired Contracts and have made appropriate provision for payment of cure costs in relation to the exercise of Designation Rights relative to Designation Rights Assets (as defined in each such APA), to the extent required by section 365 of the Bankruptcy Code and applicable orders of this Court ("Cure Costs").

X. Landry's and BBQ have each provided adequate assurance of future performance under Acquired Contracts to be acquired at closing under their respective APAs.

Y. With respect to each of the Cadillac Ranch APA and the Granite City APA, the consideration provided to the Debtors is fair and adequate, represents consideration deemed valuable in law and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and other applicable law. Neither the Cadillac Ranch APA nor the Granite City APA has been entered into with the intent to hinder, delay or defraud any of the Debtors' creditors or other parties in interest.

Z. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

NOW, THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES AND DECREES
AS FOLLOWS:

1. The Motion, to the extent not already granted by the Bid Procedures Order, is granted in all respects, as further described herein.

2. The Objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such Objections, except for any unresolved Cure Objections (which have been reserved as provided in the Bid Procedures Order) or other objections provided for herein or explicitly preserved on the record of the Sale Hearing, are overruled on the merits.¹

3. The Cadillac Ranch APA,² and all of the documents, agreements (including, but not limited to, the Ancillary Agreements to be entered into pursuant to the Cadillac Ranch APA, and transactions contemplated thereby or entered into in connection therewith) be, and hereby are, approved in all respects. The Granite City APA, and all of the documents, agreements (including, but not limited to, the Ancillary Agreements to be entered into pursuant to the Granite City APA, and transactions contemplated thereby or entered into in connection therewith) be, and hereby are, approved in all respects.

4. With respect to each of the Cadillac Ranch APA and Granite City APA, and pursuant to Section 363(b) of the Bankruptcy Code, the Debtors are authorized to perform their

¹ Notwithstanding any reference in this order to the proposed sale of the Debtors' assets being free and clear of any liens, claims, or encumbrances, nothing herein shall or is intended to extinguish the easements, covenants, options, or other restrictions of 755 Tower Associates, L.L.C. with respect to the real property and Debtors' restaurant at 699 West Big Beaver Road, Troy, Michigan 48084, which are more particularly described in the objection of 755 Tower Associates, L.L.C. at docket number 117.

² In accordance with Section 9.2 of the Cadillac Ranch APA, Landry's has the right to assign its rights and obligations to one or more designees. Pursuant to such right, Landry's has caused (i) the Real Property Lease for Cadillac Ranch Pittsburgh, PA and any assets owned by the Debtors attributable to or located at such location to be assigned to CR Pittsburgh, LLC upon closing with the Debtors, (ii) the Real Property Lease for Cadillac Ranch Mall of America – Bloomington, MN and any assets attributable to or located at such location to be assigned to CR Bloomington MOA, LLC, and (iii) the Real Property Lease for Cadillac Ranch National Harbor – Oxon Hill, MD and any assets attributable to or located at such location to be assigned to CR National Harbor, LLC (CR Pittsburgh, LLC, CR Bloomington MOA, LLC, and CR National Harbor are collectively referred to herein as "Designees"). Any reference herein to "Landry's" shall include the applicable Designee. Similarly, nothing herein shall or is intended to extinguish or modify any of the "REA Documents" with respect to the Debtors' lease with GGP-Glenbrook, L.L.C. with respect to the real property and Debtors' restaurant at 3809 Coldwater Road, Fort Wayne, Indiana.

obligations under and comply with the terms of each such APA and all other documents and agreements contemplated thereby or entered into in connection therewith, including, but not limited to, any Ancillary Agreements, and to consummate the contemplated applicable sale, pursuant to and in accordance with the terms and conditions of the applicable APA and other contemplated documents and agreements.

5. The Debtors are authorized and empowered to execute and deliver, and are empowered to perform under, consummate and implement each of the Cadillac Ranch APA and Granite City APA and all other documents and agreements contemplated thereby or entered into in connection therewith, including, but not limited to, the Ancillary Agreements, together with all additional instruments and documents that may be deemed necessary or appropriate to implement the terms of such APA and to effectuate the applicable sale thereby, and the Debtors may take all further actions as may be reasonably necessary or desirable for the purpose of assigning, transferring, granting, conveying and conferring to the buyers or reducing to their respective possession, the Acquired Assets being sold in the applicable sale, or as may be necessary or appropriate to the performance of the obligations contemplated by the applicable APA, including without limitation Debtors' obligations in relation to any Designation Rights and Designation Rights Assets.

6. With respect to each of the Cadillac Ranch APA and the Granite City APA, this Order and the applicable APA shall be binding in all respects upon all creditors of and holders of equity interests in any Debtor (whether known or unknown), any holders of Claims and Interests, all non-Debtors to Acquired Contracts, all applicable successors and assigns of Landry's and BBQ, the Debtors, and any subsequent trustees appointed in the Debtors' Chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code and shall not be subject to rejection. Nothing

contained in any Chapter 11 plan confirmed in these Chapter 11 cases or the confirmation order confirming any such Chapter 11 plan shall conflict with or derogate from the provisions of the APA and the other agreements and documents entered into in connection therewith (including the Ancillary Agreements or this Order) and no such plan or confirmation order shall discharge the obligations and Liabilities of the Debtors under such agreements and documents.

7. With respect to each of the Cadillac Ranch APA and the Granite City APA, and notwithstanding anything in this Order or otherwise, on the Closing Date applicable to such APA, the portion of the proceeds of the applicable sale necessary to pay the amount owed to the DIP Lender as of the Closing Date shall be paid to the DIP Lender for permanent application and complete and indefeasible satisfaction of the DIP Obligations described in the Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing (II) Granting Security Interests and Superpriority Administrative Expense Status; (III) Modifying the Automatic Stay; (IV) Authorizing the Debtors to Enter Into the Agreements with JMB Capital Lending, LLC; (V) Authorizing Use of Cash Collateral; and (VI) Granting Related Relief (as such order may be amended, modified, supplemented or granted on a final basis) [Docket No. 166] (the “Final DIP Order”) and the DIP Loan Documents as that term is defined in the Final DIP Order.

8. Notwithstanding anything in this Order or otherwise, Citizens Bank shall be paid (i) one million dollars (\$1,000,000.00) from the proceeds of the sale to Landry’s at the closing of the Cadillac Ranch APA, (ii) an additional one million dollars (\$1,000,000.00) from the proceeds of the sale to BBQ at the closing of the Granite City APA; and (iii) all remaining cash of the estates that has not been paid pursuant to an approved cash collateral budget by the week of April 14, 2020.

9. With respect to each of the Cadillac Ranch APA and the Granite City APA, except for applicable Assumed Liabilities, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets shall be transferred to, as applicable, Landry's or BBQ, and upon Closing shall be, free and clear of all Claims and Interests of any kind or nature whatsoever (including, but not limited to, those described in paragraph S of this Order), and all such Claims and Interests that are secured by liens, security interests and similar encumbrances of any kind or nature whatsoever shall attach to the Net Proceeds (i.e., the gross proceeds realized from the applicable sale of the Acquired Assets after the immediate payment of all amounts due and owing to JMB and its professionals under the DIP Loan Agreement, the payment of the Break-Up Fee and Expense Reimbursement to the Stalking Horse Bidder, to the extent applicable, the payment of the Transaction Fee to Duff & Phelps, and the payment of other unpaid professional fees) of the applicable sale in the order of their priority, with the same validity, force, and effect which they now have as against the Acquired Assets, subject to any rights, claims or defenses any of the Debtors may possess with respect thereto.

10. With respect to each of the Cadillac Ranch APA and the Granite City APA, except for Assumed Liabilities, as applicable, all Persons, including, but not limited to, all holders of debt instruments, equity security holders, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Claims or Interests of any kind or nature whatsoever against a Debtor or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, a Debtor, the Acquired Assets, the operation of the Acquired Assets prior to the Closing, or the applicable sale are forever barred, estopped, and permanently enjoined from

asserting against Landry's or BBQ and their respective affiliates, successors or assigns, their respective property, or the Acquired Assets, each such Person's Claims and Interests.

11. With respect to each of the Cadillac Ranch APA and the Granite City APA, the applicable sale of the Acquired Assets constitutes legal, valid, and effective transfers of the Acquired Assets, and shall vest Landry's with all right, title, and interest of the Debtors in and to the Acquired Assets being purchased under the Cadillac Ranch APA free and clear of all Claims or Interests of any kind or nature whatsoever other than the applicable Assumed Liabilities thereunder, and shall vest BBQ with all right, title, and interest of the Debtors in and to the Acquired Assets being purchased under the Granite City APA free and clear of all Claims or Interests of any kind or nature whatsoever other than the applicable Assumed Liabilities thereunder. Notwithstanding anything contained herein to the contrary, the Acquired Assets will vest subject to any Permitted Liens as provided in and permitted by the applicable Cadillac Ranch APA or Granite City APA; provided, however, that Permitted Liens shall exclude such Claims or Interests that are released and/or removed from the Acquired Assets pursuant to this Order and sections 105, 363 and other applicable provisions of the Bankruptcy Code.

12. With respect to each of the Cadillac Ranch APA and the Granite City APA, if any Person that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Claims or Interests in a Debtor (with respect to an Asset) or the Acquired Assets shall not have delivered to the Debtors prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims or Interests which the Person has with respect to the Acquired Assets, then (a) the Debtors and the applicable buyer are hereby authorized and empowered to execute and file such statements, instruments, releases and other documents on behalf of such

Person with respect to the Acquired Assets and (b) the applicable buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of record and otherwise, of all Claims or Interests in or the Acquired Assets of any kind or nature whatsoever.

13. With respect to each of the Cadillac Ranch APA and the Granite City APA, on the applicable date of Closing, each of the Debtors' creditors and any other holder of Claims or Interests shall be deemed to have authorized the applicable buyer to execute such documents and take all other actions as may be necessary to release Claims or Interests in the applicable Acquired Assets purchased by such applicable buyer, if any, as such Claims or Interests may have been recorded or may otherwise exist.

14. With respect to each of the Cadillac Ranch APA and the Granite City APA, pursuant to section 365 of the Bankruptcy Code and subject to and conditioned upon Closing, the Debtors' assumption and assignment to applicable buyer of the Acquired Contracts, and (2) applicable buyer's assumption of the Acquired Contracts on the terms of the applicable APA, are hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. The foregoing notwithstanding and notwithstanding anything to the contrary herein, the Debtors may not assume and assign any unexpired lease of real property that is a Designation Rights Asset under the applicable APA (or that may be designated as a Designation Rights Asset prior to closing) without first filing and serving a motion to assume and assign such lease that includes applicable proposed cure amounts and providing the counterparty to the lease with adequate assurance of future performance information upon 14 days' notice with an opportunity to object within such 14 days, unless the applicable counterparty waives such notice. In addition, with respect to contracts that are Designation Rights Assets under the

applicable APA, and notwithstanding anything to the contrary herein or in the applicable APA, the applicable buyer shall be directly responsible to the counterparties for timely and complete performance and payment of all monetary and non-monetary obligations that come due under such contracts.

a. A list of unexpired real property leases to be assumed by the Debtors and assigned to BBQ under the Granite City APA upon closing has been filed for record as Doc. #217, and the list is incorporated by reference herein.

b. A list of unexpired real property leases to be assumed by the Debtors and assigned to Landry's under the Cadillac Ranch APA upon closing has been filed for record as Doc. #217, and the list is incorporated herein by reference.

c. The Debtors are authorized to assume and assign the above-referenced leases pursuant to agreements between the respective landlords and the buyer (each a "Landlord Agreement"); in the event of any inconsistency between a Landlord Agreement, this Order, and the respective APA, then the Landlord Agreement will control as to the particular lease at issue.

d. The Debtors agree to file a Notice of Closing in the lead case upon the closing of each respective APA.

e. For avoidance of Doubt, after Closing Debtors will have continuing liability under Real Property Leases that are Designation Rights Assets, as provided by Section 1.1 of the BBQ Acquisition APA, consistent with Bankruptcy Code § 365(d)(3), with Buyer responsible for any payment and performance after Closing under Section 1.6 of the BBQ Acquisition APA. Pending assignment or rejection of a particular lease, Insurance required

by the Real Property Leases that are Designation Rights Assets shall be maintained in accordance with the terms of the underlying leases.

15. With respect to each of the Cadillac Ranch APA and the Granite City APA, the Debtors are hereby authorized and empowered in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code to (a) sell, assume and assign to the applicable buyer, effective upon Closing, the Acquired Contracts pursuant to the APA free and clear of all Claims or Interests of any kind or nature whatsoever other than the Assumed Liabilities and (b) execute and deliver to such applicable buyer such documents or other instruments as the buyer reasonably deems necessary to assign and transfer the Acquired Contracts and Assumed Liabilities, provided, however, that notwithstanding the foregoing or anything to the contrary herein, such applicable buyer shall take assignment of and assume the Acquired Contracts, including any unexpired leases of real property, subject to all of their terms, including all financial and other burdens as of the date of the assumption and assignment, including liabilities for accrued but unbilled or not due rent and charges, adjustments, reconciliations and indemnity obligations. Landry's shall provide IREIT Pittsburgh Settlers Ridge, L.L.C. ("IREIT") with an executed guaranty by Golden Nugget, LLC in the form agreed to by Landry's and IREIT (which is consistent with Landry's adequate assurance materials) within five (5) days of the assumption and assignment of the lease between IREIT and one of the Debtors under the Cadillac Ranch APA.

16. With respect to each of the Cadillac Ranch APA and the Granite City APA, upon the Closing, the Acquired Contracts shall be transferred and assigned to, and following the Closing remain in full force and effect for, the benefit of the applicable buyer notwithstanding any provision in any such Acquired Contract (including those of the type described in sections 365(b)(2) and (3) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment

or transfer. The Debtors may assume and assign and sell each Acquired Contract in accordance with sections 105, 363 and 365 of the Bankruptcy Code and any provisions in any Acquired Contract that prohibit, restrict or condition the assignment of such agreement or allow the non-Debtor party to an Acquired Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Acquired Contract, shall be unenforceable insofar as they relate to the Debtors' assumption and assignment of an Acquired Contract pursuant to this Order. Except as provided above with respect to Designation Rights Assets, all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and/or assignment to the applicable buyer of each such agreement have been satisfied and, upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, such buyer shall be fully and irrevocably vested in all right, title and interest of each Acquired Contract assigned to such buyer.

17. With respect to each of the Cadillac Ranch APA and the Granite City APA, all defaults or other obligations of any Debtor under any Acquired Contract arising or accruing prior to the applicable Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured by the applicable Debtor or the applicable buyer at Closing or as soon thereafter as practicable by payment of the Cure Costs, in accordance with the applicable APA. Neither Landry's nor BBQ, nor any of their respective affiliates, shall have any Liability arising or accruing prior to the date of the Closing, except as otherwise expressly provided in the applicable APA or this Order. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall not have any Liability for any default or other obligation under an Acquired Contract arising or occurring after Closing, except for non-payment of Cure Costs, and all non-Debtors to such Acquired

Contracts are forever barred and estopped from asserting any such breaches against the Debtors, their successors or assigns, their property or their assets or estates. All undisputed Cure Costs shall be paid upon assumption and assignment of the Acquired Contract, and disputed Cure Costs, if any, shall be reserved pending agreement of the parties or further order of this Court.

18. With respect to each of the Cadillac Ranch APA and the Granite City APA, each non-Debtor party to an Acquired Contract hereby is forever barred, estopped, and permanently enjoined from: (i) asserting against the Debtors or the applicable buyer (except for timely asserted Cure Costs), or the property of any of them (including the Acquired Assets), any default arising prior to or existing as of the Closing or, against the applicable buyer (or any affiliate of such buyer), any counterclaim, defense, setoff or any other Claim asserted or which could be asserted against a Debtor; and (ii) imposing or charging against the applicable buyer (or any affiliate of such buyer) any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment of the Acquired Contracts. The validity of such assumption and assignment of Acquired Contracts shall not be affected by any dispute between any Debtor and any non-Debtor party to an Acquired Contract.

19. With respect to each of the Cadillac Ranch APA and the Granite City APA, notwithstanding anything to the contrary herein (other than protections afforded pursuant to section 365(k) of the Bankruptcy Code and paragraph 16 herein), nothing in this Order shall release or discharge the Debtors from any Liability or obligation to the applicable buyer under the applicable APA with respect to an Acquired Contract.

20. With respect to each of the Cadillac Ranch APA and the Granite City APA, notwithstanding anything to the contrary herein, nothing in this Order shall release or discharge

the Buyer from any Liability or obligation to the Sellers under the applicable APA with respect to an Acquired Contract.

21. With respect to each of the Cadillac Ranch APA and the Granite City APA, the consideration provided for the Acquired Assets pursuant to the applicable APA shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

22. With respect to each of the Cadillac Ranch APA and the Granite City APA, the consideration provided for the Acquired Assets pursuant to the applicable APA is fair and reasonable and the applicable sale to such buyer may not be avoided under section 363(n) of the Bankruptcy Code.

23. With respect to each of the Cadillac Ranch APA and the Granite City APA, and except as otherwise expressly set forth herein, this Order (a) shall be effective as a determination that, except for applicable Assumed Liabilities, and subject to the exercise of any Designation Rights related to Designation Rights Assets and the Debtors' performance of their obligations, if any, in relation to same, at Closing, all Claims and Interests of any kind or nature whatsoever existing as to the Debtors or applicable Acquired Assets prior to such Closing have been unconditionally released, discharged and terminated as to such buyer (including their successors and assigns) and their respective properties (including, without limitation, the applicable Acquired Assets), and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other Persons who may be required by operation of law, the duties of their

office, contract, or otherwise, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the applicable Acquired Assets.

24. With respect to each of the Cadillac Ranch APA and the Granite City APA, except as provided in either such APA or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities and all holders of such Claims are forever barred and estopped from asserting such Claims against the Debtors, their successors or assigns, their property or their assets or estates.

25. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to record the applicable sale.

26. The so-called "bulk sale" laws in all applicable jurisdictions are waived or inapplicable as to the applicable sale.

27. With respect to each of the Cadillac Ranch APA and the Granite City APA, except as otherwise expressly provided in the applicable APA, the applicable buyer shall have no Liability to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment with respect to employees or former employees of the Debtors. With respect to each of the Cadillac Ranch APA and the Granite City APA, except as otherwise expressly provided in the applicable APA, the applicable buyer shall have no Liability with respect to any collective bargaining agreement, employee pension plan, employee welfare or retention, benefit and/or incentive plan to which any Debtor is a party and relating to applicable Acquired Assets (including, without limitation, arising from or related to the rejection or other termination of any such

agreement), and such buyer shall in no way be deemed a party to or assignee of any such agreement, and no employee of such buyer shall be deemed in any way covered by or a party to any such agreement, and except for Assumed Liabilities of such buyer and except as otherwise expressly provided in the applicable APA, all parties to any such agreement are hereby enjoined from asserting against the applicable buyer any and all Claims arising from or relating to such agreement. All notices, if any, required to be given to the Debtors' employees pursuant to the Workers Adjustment and Relocation Adjustment Act, or any similar federal or state law, shall be the sole responsibility of the Debtors as set forth in the applicable APA.

28. All amounts payable by the Debtors to the Stalking Horse Bidder for the applicable Break Up Fee and Expense Reimbursement shall constitute administrative expenses of the Debtors' estates under sections 503(b)(1) and 507(a)(1) of the Bankruptcy Code and shall be paid by the Debtors at the time and in the manner provided for in the Stalking Horse APA, Bid Procedures and Bid Procedures Order and without further court order.

29. Except with respect to Designation Rights Assets, all Persons who are in possession of some or all of the Acquired Assets on the Closing are hereby directed to surrender possession of the Cadillac Ranch Assets to the Landry's and the Granite City Assets to BBQ at the time of Closing with respect to each such contemplated applicable sale.

30. With respect to each of the Cadillac Ranch APA and the Granite City APA, except for the Assumed Liabilities, the applicable buyer shall not have any Liability or responsibility for any Liability of the Debtors arising under or related to the applicable Acquired Assets. Without limiting the generality of the foregoing and, except for the Assumed Liabilities or as otherwise specifically provided herein and in the applicable APA or any other agreement entered into in connection therewith, neither Landry's nor BBQ, respectively, shall be liable for any Claims

against the Debtors or any of their predecessors or Affiliates, and such buyers shall not have successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity, whether known or unknown as of the applicable Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any Liabilities of the Debtors arising prior to Closing, including, but not limited to, Liabilities on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to Closing. The consideration given by the applicable buyer shall constitute valid and valuable consideration for the releases of any potential claims of successor liability, releases which the Court holds shall be deemed to have been given in favor of the applicable buyer by all holders of Claims or Interests against or in the Debtors or their respective assets.

31. With respect to each of the Cadillac Ranch APA and the Granite City APA, under no circumstances shall either Landry's or BBQ be deemed a successor to any Liability of or to the Debtors for any Claim or Interest against or in the Debtors or applicable Acquired Assets. Except for the Assumed Liabilities, the sale, transfer, assignment and delivery of Acquired Assets shall not be subject to any Claims or Interests. Except for the Assumed Liabilities, as applicable, all Persons holding Claims or Interests against or in the Debtors or applicable Acquired Assets of any kind or nature whatsoever (including, but not limited to, the Debtors and/or their respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, maintaining any authority relating to any environmental, health and safety laws, and their respective successors or assigns) shall be, and hereby are, forever barred, estopped, and

permanently enjoined from asserting, prosecuting, or otherwise pursuing such Claims or Interests of any kind or nature whatsoever against either Landry's or BBQ, their respective property, successors and assigns, or applicable Acquired Assets, as an alleged successor or otherwise, with respect to any Claim or Interest of any kind or nature whatsoever such Person had, has or may have against or in the Debtors, the Debtors' estates, their respective officers, directors, shareholders, or applicable Acquired Assets. With respect to each of the Cadillac Ranch APA and the Granite City APA, following Closing, no holder of any Claim or Interest in the Debtors shall interfere with the applicable buyer's title to or use and enjoyment of applicable Acquired Assets based on or related to such Claim or Interest, or any actions that the Debtors may take in their Chapter 11 cases.

32. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, the Cadillac Ranch APA and the Granite City APA, any waivers and consents thereunder, and of each of the agreements and documents executed pursuant to or in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of applicable Acquired Assets to the applicable buyer, (b) compel delivery of the Purchase Price or performance of other obligations under the applicable APA owed by or to the Debtors, (c) resolve any disputes arising under or related to the applicable APA, except as otherwise provided therein, or any of the agreements and documents executed pursuant thereto or in connection therewith, (d) interpret, implement, and enforce the provisions of this Order, and (e) protect each of the buyers against (i) any of the applicable Excluded Liabilities or (ii) the assertion of any Claims and Interests against applicable Acquired Assets (other than Assumed Liabilities, as applicable), of any kind or nature whatsoever; provided, however, with respect to a governmental unit's exercise of its police or regulatory powers other than the enforcement of a money judgment,

the jurisdiction of any other tribunal shall not be reduced or impaired from that as set forth in any applicable, valid statutory grant of jurisdiction.

33. With respect to each of the Cadillac Ranch APA and the Granite City APA, the transactions contemplated by the applicable APA are undertaken by the applicable buyers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the applicable sale shall not affect the validity of the sale (including, without limitation, the assumption and assignment of any of the Acquired Contracts), unless such authorization is duly stayed pending such appeal. With respect to each of the Cadillac Ranch APA and the Granite City APA, the applicable buyer is a purchaser in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

34. With respect to each of the Cadillac Ranch APA and the Granite City APA, the terms and provisions of the applicable APA and all related ancillary documents shall be binding on the parties thereto, and the provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, Landry's, BBQ, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all Persons asserting a Claim or Interest in the Acquired Assets, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. Nothing in this Order shall relieve Landry's, BBQ or any Debtor from any Liability it may have to the other under any express, unambiguous writing by either party in connection with the applicable APA or the transactions contemplated thereby.

35. In the event of a conflict between this Order and the APA, the Order shall control.

36. In the event of a conflict between this Order or the APA, on one hand, and the terms of any plan of reorganization confirmed in the Debtors' Chapter 11 cases or any order confirming such plan, on the other hand, this Order or the APA, as applicable, shall control.

37. With respect to each of the Cadillac Ranch APA and the Granite City APA, the failure specifically to include any particular provisions of any of the applicable APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety. Notwithstanding anything to the contrary herein, should the buyer under the Cadillac Ranch APA desire to assign all or a portion of its rights or transfer any of the assets to be acquired or liabilities assumed, such buyer shall file a notice of same and if such assignment or transfer is to an entity that is not an affiliate under the Cadillac Ranch APA, counterparties to leases of non-residential real property shall have ten (10) days to object to same.

38. The Debtors are authorized to execute the Cadillac Ranch APA and the Granite City APA or other related documents and agreements contemplated thereby or entered into in connection therewith and to consummate all transactions, and take any other actions, contemplated by, or necessary or appropriate to effectuate, the applicable APA.

39. With respect to each of the Cadillac Ranch APA and the Granite City APA, each and every Debtor shall be jointly and severally liable for any breach or violation of the Debtors' representations, warranties or covenants under such APA, and shall execute and deliver such contracts and take such further action as may be reasonably requested by either buyer to evidence the intent and effect of the foregoing. To the extent any obligations of any of the Debtors under either the Cadillac Ranch APA or Granite City APA are transferred or assigned to, or assumed by, any successor to (or assignee of) the Debtors, including the Debtors as reorganized, (i) such

obligations shall be fully enforceable against such successor or assignee and (ii) to the extent provided in the applicable APA, such obligations shall remain fully enforceable against the Debtors, or the Debtors as reorganized, as the case may be, on a joint and several basis.

40. With respect to each of the Cadillac Ranch APA and the Granite City APA, the APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms hereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates or counterparties to executory contracts and leases.

41. Landry's and BBQ will be authorized, as of the Closing Date, to operate under a management agreement (the "Management Agreement") with the Debtors whereby Landry's and BBQ shall be authorized, through the Debtors as their managers, to operate under any license, permit, approval, certificate of occupancy, authorization, operating permit, registration, plan and the like of any Governmental authority relating to the Cadillac Ranch Assets and Granite City Assets, respectively, or held by the Debtors, Furthermore, the Business will, pursuant to the Management Agreement, continue operating under all existing Liquor Licenses of the Debtors until such licenses have been changed to the name of Landry's or BBQ, as applicable, including but not limited to state alcoholic beverage licenses, state food service licenses, local occupational licenses, and any other licenses needed to operate the Business with no interruption to the Business. Should any applicable state alcoholic beverage control, law enforcement, and regulatory agencies challenge the rights of the Debtors, Landry's, or BBQ to continue to operate under the licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans, or liquor licenses of the Debtors, this Court will retain jurisdiction to hear and resolve any such challenge on an expedited basis, possibly even less than 24 hours' notice. The Debtors

continue to operate the businesses and the automatic stay remains in effect as to any attempt to terminate licenses in violation of the stay and the Debtor may seek an emergency temporary restraining order and seek appropriate sanctions, including attorney fees, should any improper attempt to terminate occur.

42. Notwithstanding anything to the contrary herein, the liability of any entity which is not the Debtor party for any liabilities and obligations under a lease with one of the Debtors or guaranty thereof shall not be affected by this Order or any assumption or assignment of such lease.

43. The provisions of this Order are non-severable and mutually dependent and, pursuant to Bankruptcy Rules 6004 and 6006, this Order shall not be stayed for 14 days and shall be effective immediately upon entry.

44. The Court is not ruling that any transferees of Chapter 5 claims have standing to bring those claims.

45. Unless an injunction is specifically provided for in this Order, nothing else is intended to create an injunction but injunctive relief may be sought on an expedited basis.

46. The provisions of this Order are to the fullest extent permitted by law.

Dated: *February 21, 2020*

/e/ William J. Fisher

William J. Fisher
United States Bankruptcy Judge