

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenyon & Kenyon, LLP		11/10/2014	LIMITED LIABILITY LIMITED PARTNERSHIP:
Edward Tuck Colbert		11/10/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Brennan's Claims LLC		
Street Address:	550 Bienville St.		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70130		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0955404	BRENNAN'S	
Registration Number:	0955403	BREAKFAST AT BRENNAN'S	
Registration Number:	1787243		
Registration Number:	0928452		
Serial Number:	73651509		
Serial Number:	73651510	BRENNAN'S	
CORRESPONDENCE DATA			
Fax Number:	5045856907		
<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:	504-566-8607		
Email:	bjanke@bakerdonelson.com		
Correspondent Name:	Benjamin W. Janke		
Address Line 1:	201 St. Charles, Ave		
Address Line 2:	Suite 3600		
Address Line 4:	New Orleans, LOUISIANA 70170		
ATTORNEY DOCKET NUMBER:	2926861-000001		
NAME OF SUBMITTER:	Benjamin W. Janke, LA31796		

OP \$165.00 0955404

SIGNATURE:	/Benjamin W. Janke/
DATE SIGNED:	11/11/2014
Total Attachments: 24	
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TERMINATION OF NOTICE FILING
(Brennan's, Inc.)

This TERMINATION OF NOTICE FILING (this "Termination") is executed by Brennan's Claims LLC, a Louisiana limited liability company (the "Owner"), with reference to its ownership interest in the Tradenames, Trademarks, and service marks (whether registered, applied for, or used under common law), including the Goodwill and all rights and proceeds associated therewith, and all products and proceeds thereof, including but not limited to Registration Nos. 0,955,404, 0,955,403, 1,787,243, 0,928,452, and Serial Nos. 73/651,509 and 73/651,510 (collectively, the "Trademarks") as such terms are defined in that certain Purchase and Sale Agreement attached hereto as Exhibit A (the "Purchase Agreement").

WHEREAS, Kenyon & Kenyon, LLP, a New York limited liability partnership, and Edward Tuck Colbert, an individual, purportedly held a security interest in the Trademarks; and

WHEREAS, intending to perfect their interest in the Trademarks, Kenyon & Kenyon, LLP and Edward Tuck Colbert filed one or more notices of such security interest with the United States Patent and Trademark Office, at Reel/Frame No. 4513/0944 and affecting Registration Nos. 0,955,404, 0,955,403, 1,787,243, 0,928,452, and Serial Nos. 73/651,509 and 73/651,510; and

WHEREAS, subsequent to such filings and pursuant to an Assignment of Claims Agreement entered into by Owner, as assignee, and Kenyon & Kenyon, LLP and Edward Tuck Colbert, as assignor, the Owner acquired, and is currently the sole owner of, all of Kenyon & Kenyon, LLP and Edward Tuck Colbert's interest in the Trademarks.

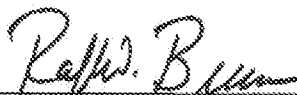
For good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby authorizes the filing of a statement with the United States Patent and Trademark Office to cancel the lien recorded at Reel/Frame No. 4513/0944 and affecting Registration Nos. 0,955,404, 0,955,403, 1,787,243, 0,928,452, and Serial Nos. 73/651,509 and 73/651,510

Dated: As of November 10, 2014

This Termination shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana without regard to its conflicts of law rules.

Dated: As of November 10, 2014

BRENNAN'S CLAIMS LLC

By: 

Name: RALPH BRENNAN

Title: Manager

EXHIBIT A

(see attached purchase agreement)

EXHIBIT T-1B

PURCHASE AND SALE AGREEMENT (417 ROYAL STREET LLC)

PURCHASE AND SALE AGREEMENT (417 ROYAL STREET LLC)

THIS PURCHASE AND SALE AGREEMENT (417 Royal Street LLC) (this "Agreement") is made and entered into on the date(s) indicated below, by and between 417 Royal Street LLC, a Louisiana limited liability company, and/or its assignee hereinafter referred to as "Buyer", and Ronald J. Hof, solely in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of Brennan's Inc., Case No. 13-12985, United States Bankruptcy Court, Eastern District of Louisiana, hereinafter referred to as "Seller".

RECITALS

WHEREAS, Sysco New Orleans LLC, G.H. Leidenheimer Baking Co., LTD, and Dorignac's Food Center, L.L.C. filed an involuntary bankruptcy petition against Brennan's Inc. on October 28, 2103 ("Bankruptcy Case").

WHEREAS, the Bankruptcy Court entered the Order for Relief on December 5, 2013.

WHEREAS, On December 5, 2013, Ronald J. Hof was appointed the interim Chapter 7 trustee for the Bankruptcy Estate of Brennan's Inc. in the bankruptcy ("Estate").

WHEREAS, Ronald J. Hof qualified as the permanent Chapter 7 trustee on January 23, 2014.

WHEREAS, Ronald J. Hof, in his capacity as the Chapter 7 trustee for the Estate is solely and exclusively authorized and empowered to exercise control over property of the Estate.

WHEREAS, prior to the Bankruptcy Case, Brennan's Inc. operated the Brennan's Business and was the sole and rightful owner of the Assets.

WHEREAS, the Assets are property of the Estate.

WHEREAS, the Buyer desires to purchase or acquire the Seller's right, title, and interest in and to the Assets on the terms and subject to the conditions set forth below and subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants, representations and provisions contained herein, the parties hereby agree as follows:

1. Defined Terms.

1.1 Defined Terms. The terms defined above shall have the meanings set forth above. Additionally, the following terms shall have the following designated meanings:

"Agreement" means this Agreement, including any exhibits and schedules attached hereto.

"Assets" means the those assets used in the Brennan's Business, more specifically described and limited to all existing (a) furniture, (b) fixtures, (c) equipment, (d) artwork, (e) restaurant memorabilia, (f) wine, (g) customer lists, (h) employee lists, (i) AOL account with three (3) years' worth of customer email activity, (j) websites, Internet domain names, and other Internet addresses, and user names, accounts, pages, and online identities, including, but not limited to, www.brennansneworleans.com, <https://www.facebook.com/pages/Brennans-Resaurant/>, <https://twitter.com/BrennasNOLA> and the Twitter handle "@brennasNOLA", (k) menus, (l) recipes, and (m) Tradenames, Trademarks, and service marks (whether registered, applied for, or used under common law), including the Goodwill, and all rights and proceeds associated therewith (excluding certain Excluded Assets described below).

"Backup Bidder" has the meaning set forth in Section 3.6 below.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as now in effect or hereafter amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the Eastern District of Louisiana.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, FED. R. BANKR. P. 1001 *et seq.*, as promulgated under 28 U.S.C. § 2075, and the Federal Rules of Civil Procedure, FED. R. CIV. P. 1 *et seq.*, and the Local Rules of the Bankruptcy Court, as applicable to the Bankruptcy Case, and as now in effect or hereafter amended.

"Bidding Procedures" has the meaning set forth in Section 3.1 below.

"Brennan's Claims" means Brennan's Claims, LLC, and includes any of its agents, examiners, associates, partners, members, managers, directors, officers, employees, contractors, subcontractors, servants, deputies, assistants, attorneys, accountants, investigators, advisors, consultants and any Person or entity acting on its behalf whether authorized to do so or not.

"Brennan's Business" means the restaurant business formerly operated by the Debtor at 417 Royal St., New Orleans, LA.

"Business Day" means any day other than a Saturday, a Sunday, "legal holidays" (as defined under Bankruptcy Rule 9006(a)), or any other day on which banking institutions in New Orleans, LA are required or authorized to close by law or executive order.

"Buyer's Diligence" has the meaning set forth in Section 5.1 below.

"Buyer's Related Persons" means, individually and collectively, Buyer's shareholders, members, constituent partners, parent, subsidiary and affiliated entities, partners, members, consultants, contractors, sureties, insurers, attorneys, agents, successors and assigns and the members, managers, directors, officers, and employees of each of the foregoing.

"Cash" means legal tender of the United States of America, cash equivalents, and readily marketable securities or instruments, including bank deposits, accounts, certified or cashier's checks, timed certificates of deposit issued by any bank, commercial paper, and readily

marketable direct obligations of the United States of America or agencies or instrumentalities thereof.

"Claim" means any debt or obligation arising in any way in connection with any acts of the Debtor, the Debtor's past or present shareholders, or the Debtor's estate, and any claims, obligations, demands, guaranties, options, rights, contractual commitments, executory contracts, unexpired leases, employment agreements, restrictions, rights of lesion beyond moiety, tort claims, product liability claims, interests and matters of any kind and nature whatsoever whether such Claims are known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, asserted or unasserted, scheduled or unscheduled, noticed or unnoticed, directly or indirectly assertable, recorded or unrecorded, perfected or unperfected, allowed or disallowed, assessed or unassessed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability.

"Closing" means the consummation of the purchase and sale of the Assets as contemplated by this Agreement.

"Closing Date" mean the date of the Closing, which shall be a date no later than five (5) days following the Sale Consummation Order.

"Competing Bid" has the meaning set forth in Section 3.8 below.

"Compromise, Sale and Procedures Order" has the meaning set forth in Section 3.1 below.

"Debtor" or "Brennan's Inc." means Brennan's Inc., whether before, on or after the Petition Date, and includes any of its agents, examiners, associates, partners, members, managers, directors, officers, employees, contractors, subcontractors, servants, deputies, assistants, attorneys, accountants, investigators, advisors, consultants and any Person or entity acting on its behalf whether authorized to do so or not.

"Deposit" has the meaning set forth in Section 2.2 below, together with any and all interest accrued on such amount.

"Excluded Assets" shall mean (i) cash on hand or in any account as of the Closing (ii) accounts receivable existing or arising prior to the Closing, (iii) claims of Seller against any person or entity existing or arising prior to the Closing; (iv) claims of the Trustee in the Bankruptcy Case, including without limitation those under Section 544, 547 and/or 548; (v) excluded wine set forth on Exhibit A-2; (vi) business records; and (vii) any other tangible or intangible property not utilized in the Brennan's Business

"Estate" means the bankruptcy estate of Brennan's Inc. created upon the commencement ~~of the Petition Date pursuant to Bankruptcy Code § 541, or thereafter acquired as provided in~~ Bankruptcy Code § 541 or any other applicable section of the Bankruptcy Code.

"Final Order" means an order of the Bankruptcy Court or court of competent jurisdiction which, not having been stayed by order of a court of competent jurisdiction, has become conclusive of all matters adjudicated thereby and is in full force and effect.

"Goodwill" means the goodwill associated and/or connected with the Brennan's Business, its reputation, and patronage, including all goodwill related to the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks).

"Governmental Agencies" means the United States of America, a State, a Commonwealth, a District, a Territory, a municipality or a foreign state, and includes any department, agency or instrumentality of thereof.

"Interests" means obligations of any nature or kind whatsoever, including any successor, transferee or similar liability, whether such Interests are known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, asserted or unasserted, scheduled or unscheduled, noticed or unnoticed, directly or indirectly assertable, recorded or unrecorded, perfected or unperfected, allowed or disallowed, assessed or unassessed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability.

"Liens" means any mortgages, security interests, privileges, conditional sale or other title retention agreements, pledges, liens (as such term is defined by Bankruptcy Code § 101(5)), judgments, demands, encumbrances, taxes and any similar interests of any kind or nature whatsoever, whether such Liens are known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, asserted or unasserted, scheduled or unscheduled, noticed or unnoticed, directly or indirectly assertable, recorded or unrecorded, perfected or unperfected, allowed or disallowed, assessed or unassessed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability.

"Sale Consummation Hearing" has the meaning set forth in Section 3.3 below.

"Sale Consummation Order" has the meaning set forth in Section 3.3 below.

"Compromise, Sale and Procedures Motion" means the motion to be filed by Seller as contemplated in Section 3.1 below.

~~"Secured Creditor" shall mean a party who asserts a security interest (whether valid or not) in any of the Assets.~~

"Seller's Actual Knowledge" means the actual knowledge of the Trustee as of the date of this Agreement, without imputation of actual or constructive knowledge from any other persons or sources and without any express or implied duty to undertake any investigation, inspection or inquiry.

"Seller's Related Persons" means, individually and collectively, Seller's consultants, contractors, sureties, insurers, attorneys, agents, successors and assigns and the members, managers, directors, officers, and employees of each of the foregoing.

"Successful Bid" means the one offer that Seller determines, subject to Bankruptcy Court approval, is the highest or best offer from among the bids submitted at the Overbid Hearing.

"Successful Bidder" means the bidder at the Overbid Hearing who submits a Successful Bid; provided, however, that in the event no bid is made with respect to the Assets, then Buyer shall be deemed for all purposes to be the Successful Bidder with respect to such Assets.

"Trademarks" means all trademarks and service marks (whether registered, applied for, or used under common law), including the goodwill of the business associated with such trade names, trademarks, service marks, and all rights and proceeds associated therewith, together with any associated trade dress, including but not limited to the federally registered trademarks and applications described in Exhibit "A."

"Tradenames" means Seller's tradenames, including without limitation as described in Exhibit "A" to this Agreement.

"Trustee" means Ronald J. Hof in his capacity as the Chapter 7 trustee for the Estate, and any successor trustee.

2. Purchase and Sale; Payment of Purchase Price

2.1 Purchase and Sale. In consideration of the following:

- a. \$467,500.00 in cash;
- b. the assignment of Proof of Claim no. 35 of Brennan's Claims in the sum of \$3,180,999.29 to Trustee;
- c. a release of FNBC's alleged security interest in the Assets; and
- d. the assignment from Brennan's Claims to the Trustee of its debt and associated security interest in the Estate's Deep Water Horizon explosion and resultant BP Oil Spill claim;

or such other amount as bid in open Bankruptcy Court (the "Purchase Price") as and when required by this Agreement by Buyer and subject to, and in strict accordance with, the terms and conditions set forth in this Agreement (including, without limitation, Section 3.1), Seller agrees to sell the Assets to Buyer on the Closing Date, and Buyer agrees to purchase the Assets from

Seller on the Closing Date. All assets, properties and rights of Seller not specifically included in the Assets shall be retained by Seller, including without limitation the Excluded Assets.

2.2 Deposit.

(a) Concurrent with Seller and Buyer's mutual execution of this Agreement, Buyer shall deliver to Seller the amount of One Hundred Fifty Thousand (\$150,000.00) Dollars (the "Deposit"), which shall be deposited into counsel for Seller's Trust Account. The Deposit shall then be held in Seller's Trust Account until the Sale Consummation Hearing. The Deposit shall become non-refundable to Buyer if Buyer is named the Successful Bidder at the Overbid Hearing, unless pursuant to Section 3.6 Buyer is named Back-Up Bidder, in which case Seller shall continue to hold the Deposit pursuant to Section 3.6. Otherwise, in the event Buyer is not the Successful Bidder at the Overbid Hearing, then Seller shall refund the Deposit.

(b) At the relevant Closing, Buyer shall deliver the balance of the Purchase Price if it is the Successful or Back-up Bidder.

2.3 Overbid Increase in Purchase Price. If Buyer, in an effort to become high bidder and acquire the Assets, submits one or more bids at the Overbid Hearing in excess of the Purchase Price set forth herein, the Purchase Price for the Assets shall be automatically increased and shall be the amount of the highest, final, approved bid submitted, and the Purchase Price for the Assets shall be deemed increased to reflect the highest, final, approved bid. Buyer's right to participate in the Sale Consummation Hearing(s) and the terms applicable thereto shall be set forth in the Compromise, Sale and Procedures Order (defined below).

3. Bid Process; Competitive Bids.

3.1 Bankruptcy Court Matters. Seller has filed a motion with the Bankruptcy Court seeking an order regarding the procedures to be used in connection with the Sale Consummation Hearing and approving this form of Purchase and Sale Agreement and related bidding procedures (set forth in Exhibit B, hereto, the "Bidding Procedures") (such order is referred to herein as the "Compromise, Sale and Procedures Order").

3.2 Compliance with Bidding Procedures. At the time of delivery of the mutual execution of this Agreement, Buyer shall have complied with all of the Bidding Procedures (as the same may have been amended) necessary to be deemed a Qualified Bidder, and its bid a Qualified Bid (as those terms are defined in the Bidding Procedures), including, but not limited to (i) a statement and supporting financial information demonstrating that Buyer or Buyer's prospective assignee is financially capable of consummating the transaction(s) contemplated by this Agreement, and (ii) written evidence of the approval of the contemplated transaction(s) by Buyer's board of directors or comparable governing body.

3.3 Overbid Hearing. The Bankruptcy Court may hold a hearing (the "Sale Consummation Hearing"), at which the Bankruptcy Court shall, among other things, preside over any overbidding for the Assets, as well as review and approve the Trustee's selection of Successful Bidder (and the Back-Up Bidder, if any). At that hearing, the Seller will seek an order confirming the sale to the Successful Bidder (and the Back-Up Bidder, if any) (the "Sale Consummation Order"). Seller and Buyer (if and to the extent Buyer is the Successful Bidder) shall use commercially reasonable efforts to obtain the Sale Consummation Order from the Bankruptcy Court.

3.4 Appeal. In the event the entry of the Sale Consummation Order shall be appealed, Seller and Buyer shall use their respective reasonable efforts to defend such appeal. Notwithstanding anything to the contrary set forth herein, Buyer shall not be obligated to defend any appeal and may elect to terminate this Agreement if the Bankruptcy Court stays the Closing hereunder for a period exceeding twenty-five (25) days from the date of entry of the Sale Consummation Order. If Buyer elects to terminate this Agreement following an appeal and subsequent stay of Closing exceeding twenty five (25) days, Buyer shall receive a full refund of the Deposit and Buyer shall be released of all its duties and obligations hereunder.

3.5 Competing Bids. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids (each a "Competing Bid"). From the date hereof (and any prior time) and until the transaction contemplated by this Agreement is consummated, Seller is permitted, through his broker or other means, to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer) in connection with any sale or other disposition of the Assets. In addition, Seller shall have the responsibility and obligation to respond to any inquiries or offers to purchase the Assets and perform any and all other acts related thereto that are required under applicable law, including supplying information relating to the Assets to prospective purchasers. The Parties agree that Seller shall be entitled to consider and enter into one or more transactions in connection with a Competing Bid consistent with his fiduciary obligations in the Bankruptcy Case. Buyer acknowledges that this Agreement is the culmination of an extensive process undertaken by Seller to identify and negotiate a transaction with a bidder who was prepared to pay the highest or best purchase price for the Assets, among other material considerations, in order to maximize value and certainty for the Estate. The Bidding Procedures are designed to facilitate a full and fair process designed to maximize the value of the Assets for the benefit of the Estate.

3.6 Back-Up Bid Requirement. Buyer acknowledges and agrees that the bidder with the second highest or otherwise best bid (as determined by Seller in the exercise of its business judgment) at the Overbid Hearing may serve as a back-up bidder (the "Back-Up Bidder") and keep such bid open and irrevocable until five (5) business days after the later of the approval of the bid or back-up bid by in the Sale Consummation Order and the Closing. In the event Buyer is named Back-Up Bidder, Seller shall continue to hold its Deposit. Following the Overbid Hearing, if the Successful Bidder fails to consummate an approved sale, the Back-Up Bidder will be deemed to be the new Successful Bidder, and Seller will be authorized, but not required, to consummate the sale with the Back-Up Bidder without further order of the Bankruptcy Court. If Buyer is the Back-Up Bidder and the Successful Bidder fails to consummate an approved sale, then Seller may, without further order of the Bankruptcy Court, consummate the sale with Buyer; provided, however, that Buyer is not otherwise in default. For purposes of this Section 3.6, Buyer shall be deemed a bidder and this Agreement shall be deemed a bid.

3.7 Irrevocability. Buyer acknowledges that its bid and obligation to purchase the Assets hereunder is irrevocable until five (5) business days after the later of the approval of the bid or back-up bid by in the Sale Consummation Order and the Closing or until entry of an order certifying approval of the Bidding Procedures or entry of an order approving the Bidding Procedures in a form which in Buyer's sole discretion differs materially from the Bidding Procedures proposed..

4. **Terminating Event.** In the event the Bidding Procedures are not approved by the Bankruptcy Court, or are materially modified (as determined in the sole discretion of 417 Royal), this Agreement shall be terminable by the Initial Bidder, and the Initial Bidder shall have retained all of its rights and claims without waiver.

5. **Buyer's Diligence.**

5.1 **Diligence Period.** Buyer agrees, represents, warrants and acknowledges that Buyer has had an opportunity to conduct due diligence with respect to the Assets and matters affecting the Assets. Buyer has had the right to make such inspections, inquiries and investigations regarding the Assets as Buyer deems appropriate ("Buyer's Diligence"). Seller has made its agents available to answer any questions that Buyer may reasonably ask concerning the Assets. Any and all costs incurred by Buyer in connection with Buyer's Diligence shall be borne solely by Buyer.

5.2 **Independent Investigation.** Buyer represents and warrants that it has or will, in its sole discretion, independently investigate the Assets and any information or documentation related thereto. In entering this Agreement, Buyer agrees that Buyer is relying solely and exclusively upon Buyer's own independent investigations of such information and other matters, and Seller shall have no obligation or liability whatsoever for or with respect to such information and other matters. Buyer acknowledges and agrees that: (i) Seller has not made, and hereby expressly disclaims, any express or implied promise, representation or warranty of any nature whatsoever as to the Assets or any of the information or documentation related thereto, including their truth, accuracy or completeness or their fitness for any particular use or purpose whatsoever; and (ii) Seller shall not be bound by, or liable in any manner for, any statement, promise, representation or warranty of any nature whatsoever by any agent, whether previously and/or currently engaged by Seller.

5.3 **Availability of Materials.** Buyer agrees, represents, warrants and acknowledges that Seller has made available to Buyer for inspection and copying by Buyer, at Buyer's expense, files regarding the Assets in Seller's possession relating to the Assets. The materials made available and any other items delivered by Seller to Buyer in connection with this Agreement were obtained by Seller in his capacity as the Chapter 7 trustee for the Estate and do not represent all of the relevant documents pertaining to the Assets.

5.4 **Use of Materials.** The materials have been made available to Buyer solely for purposes of Buyer's Diligence and neither Buyer nor any of Buyer's Related Persons have used nor shall use any of such materials for any other purpose whatsoever. If this Agreement is terminated for any reason, then Buyer shall immediately, at no cost to Seller, return to Seller, within five Business Days after the date of termination of this Agreement, all of the Materials under cover of a letter listing the Materials in the order enclosed.

5.5 **Indemnity.** Buyer shall, to the fullest extent permitted by law, indemnify, defend (with legal counsel approved by Seller, which approval shall not be unreasonably withheld), protect and hold Seller, Seller's Related Persons and the Assets harmless from any and all Claims regarding, arising out of, or in connection with or in any manner relating to Buyer's Diligence

and/or any investigations, assessments or other activities with respect to the Assets by Buyer and/or any of Buyer's Related Persons.

5.6 Survival. The obligations of Buyer under this Section 5 shall survive the Closing and any termination of this Agreement.

6. Representations and Warranties; Covenants.

6.1 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

(a) Buyer is duly formed, validly existing and has full right, power and authority to enter into this Agreement and to purchase the Assets from Seller and to perform Buyer's obligations hereunder. Buyer further represents and warrants that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms;

(b) Buyer has not relied on any appraisal or projection of anticipated sales prices of the Assets that may have been made by or for Seller as evidence or as an indication of the value of the Assets or as a basis for determining the value of the Assets;

(c) No representations of any kind (whether oral or written, express or implied) have been made by Seller to Buyer, and Buyer is investing in the Assets solely in reliance on Buyer's own investigations and evaluation thereof; and

(d) All consents required of any member, partner, shareholder, director, trustee, trustor, beneficiary, creditor, lender, investor, judicial or administrative body, governmental authority or other party in connection with the execution and delivery of this Agreement by Buyer, and in order to make this Agreement binding, and enforceable against Buyer in accordance with its terms, have been made and/or obtained. Neither the execution and delivery of this Agreement and the documents and instruments referenced in this Agreement, nor the performance by Buyer of its obligations set forth in this Agreement, nor the consummation of the transaction contemplated in this Agreement, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or will result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, any organizational documents of Buyer, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party.

(e) Buyer's obligations to purchase the Assets are not conditioned on obtaining financing or any internal approval, or on the outcome or review of due diligence that has not been satisfied as of the time of the Overbid Hearing but may be subject to the accuracy in material respects of specified representations and warranties or the satisfaction in all material respects at the Closing of specified conditions set forth herein.

~~6.2 Seller's Representations and Warranties.~~

(a) To the extent approved by the Bankruptcy Court, the Sale Consummation Order entered by the Bankruptcy Court approving the sale of the Assets, will include an order providing that Seller has full power and authority to execute and deliver this Agreement and to perform its obligations thereunder and that, subject to the entry of the Sale Consummation Order, this Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller solely in his capacity as the Chapter 7 trustee for the Estate exclusively in accordance with the terms and conditions of this Agreement.

(b) The sale of the Assets is "AS-IS, WHERE IS" as provided in Section 7 herein.

(c) As provided in Section 13.19, Ronald J. Hof, enters into this Agreement solely in his capacity as Chapter 7 trustee for the bankruptcy estate of Brennan's Inc., Case No 13-12985, United States Bankruptcy Court for the Eastern District of Louisiana. Ronald J. Hof shall have no personal liability for any obligations under this Agreement. All Claims arising out of this Agreement shall be payable by the Trustee only from the proceeds within the Bankruptcy Case.

6.3 Survival. The representations and warranties contained in Sections 6.1 and 6.2; are made as of the date this Agreement is executed by Buyer and Seller, and shall be deemed to be remade on and as of the Closing Date and shall survive the Closing..

6.4 Certain Acknowledgements and Waivers. For the purposes of this Agreement and for purposes of facilitating the sale of the Assets, whether to Buyer, or to another person or entity approved by the Court:

- a. So long as the Bid Procedures are approved by the Court without material modifications (as determined in the sole discretion of 417 Royal), Respondents will not assert by way of objection to any other bidder, and in the event another bidder is selected in accordance with the Bid Procedures, it will waive the following alleged interests and rights:
 - i. any interest in the Assets that they allege as a result of their ownership of the building located at 417-425 Royal Street and other assets previously owned by the Debtor;
 - ii. any argument that they may own or have an interest in or to some of the Assets, including without limitation, goodwill and trademarks;
 - iii. any argument that the Assets are not sold free and clear of the 1979 Agreement, and that the 1979 Agreement is not an executory contract that can be rejected, and will not assert a rejection claim if so.
 - c. The acknowledgements and waivers contained in this Section 6.4 shall survive the Closing, and shall be binding upon Buyer regardless of whether it is ultimately the purchaser of the Assets.
-

7. "AS IS, WHERE IS" Purchase with No Warranties: Release and Indemnities.

7.1 Buyer's Investigations. Buyer has made its own independent investigations and studies with respect to the Assets and all other aspects of the transaction contemplated by this Agreement. Buyer is relying entirely on Buyer's Diligence and on the advice of its counsel, advisers and consultants concerning the transaction contemplated by this Agreement. Buyer is not relying and shall not rely on any investigation, study, projection or other information, economic or otherwise, prepared by Seller or made available to Buyer by Seller. Accordingly, Buyer agrees as follows:

EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE ASSETS THE SALE OF THE ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS.

BUYER'S INITIALS: b

7.2 Buyer's Diligence. Buyer has had the opportunity to review and has reviewed all instruments, records, documents, investigations, inquiries, engineering studies and tests concerning the Assets, which Buyer deems appropriate or advisable to review in connection with the transaction contemplated by this Agreement.

7.3 No Warranties. Buyer and Seller agree and acknowledge that except as otherwise expressly set forth herein, Seller has not made and hereby expressly disclaims any warranty, whether express or implied, with respect to any information relating to the Assets furnished to Buyer. Except as expressly set forth herein, Seller disclaims any warranty with respect to the completeness, accuracy and adequacy of any information furnished or to be furnished to Buyer by Seller pursuant to this Agreement or otherwise and neither Seller nor any Seller's Related Persons shall in any event incur any liability whatsoever to Buyer by reason of furnishing such information.

7.5 Release. Buyer hereby unconditionally and irrevocably waives, relinquishes and releases Seller and Seller's Related Persons, from and against any and all Claims by Buyer or any of Buyer's Related Persons, whether present or future, known or unknown, foreseeable or unforeseeable, arising from or in connection with the following: (a) the Assets, (b) Claims with respect to the completeness or accuracy of the information, documentation or other materials provided by Seller to Buyer in connection with the Assets; and (c) arising out of or related to the matters described in Section 7.1 above. Without limiting the applicability of this release to prospective matters as set forth above, this release shall be deemed to be remade as of the Closing Date.

7.6 Indemnity. From and after the Closing, Buyer shall, to the fullest extent permitted by law, indemnify, defend (with legal counsel approved by Seller, which approval shall not be unreasonably withheld), protect and hold harmless Seller and Seller's Related Persons from and against any and all Claims with respect to the Assets, unless such Claims are judicially determined to have arisen solely from the breach of any duty or obligation herein or otherwise at law by Seller or Seller's Related Persons

7.7 Survival. The provisions of this Section 7 shall survive the Closing and any termination of this Agreement.

8. The Closing. The Closing Date shall be no later than five (5) days following the Court's issuance of the Sale Consummation Order. If the Closing does not occur on or before the Closing Date, and such failure to close is not the result of a breach of this Agreement by Seller or Buyer, then such failure shall be deemed the failure of a condition to Closing, and if Buyer and Seller have not mutually agreed in writing to extend the Closing Date, this Agreement shall terminate according to the provisions of Section 9.3 of this Agreement.

9. Conditions and Deliveries.

9.1 Seller's Conditions to Closing. Seller's obligation to close the sale are subject to and conditioned upon the satisfaction of the following conditions as of the Closing (or Seller's written waiver thereof, which may be a waiver in whole or in part of any such condition), all of which are for Seller's sole benefit.

(a) As a condition to Seller's obligations hereunder, each and all of the representations and warranties made by Buyer in Section 6 hereof shall be true and correct as of the Closing Date;

(b) As a condition to Seller's obligations hereunder, Buyer shall have fully paid, tendered and performed, as and when required, each and all of the obligations, deliveries and covenants of Buyer under this Agreement;

(c) Delivery of executed originals of all Closing Documents set forth in Section 9.4;

(d) For each Lien, Claim or Interest relating to the Assets (if any), either: (i) the holder of the Lien shall have agreed with Seller to release and such Lien shall attached to the proceeds of the Sale; or (ii) the Sale Consummation Order shall have provided that the sale shall occur free and clear of any Liens, Claim or Interests; and

(e) The Bankruptcy Court shall have entered the Sale Consummation Order as described herein, and no party shall have properly filed a Notice of Appeal and obtained an order staying the effect of the Sale Consummation Order pending appeal.

9.2 Buyer's Conditions to Closing.

(a) Delivery of executed originals of all Closing Documents set forth in Section 9.4;

(b) For each Lien, Claim or Interest relating to the Assets (if any), either: (i) the holder of the Lien shall have agreed with Seller to release and such Lien shall attached to the proceeds of the Sale; or (ii) the Sale Consummation Order shall have provided that the sale shall occur free and clear of any Liens, Claim or Interests; and

(c) The Bankruptcy Court shall have entered the Sale Consummation Order as described herein, and no party shall have properly filed a Notice of Appeal and obtained an order staying the effect of the Sale Consummation Order pending appeal.

9.3 Failure of Conditions to Closing.

(a) If any of the conditions set forth in Sections 9.1 or 9.2 are not timely satisfied or waived by the party with such right of waiver, for a reason other than the default of Buyer or Seller under this Agreement:

(i) This Agreement and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided herein; and

(ii) Seller shall return the Deposit to Buyer.

(b) The provisions of this Section 9.3 shall survive the termination of this Agreement.

9.4 Closing Documents and Simultaneous Delivery.

(a) The Parties shall execute the following documents on the Closing Date:

(i) Bill of Sale in the form attached as Exhibit C;

(ii) Assignment of Trademark and Goodwill (in the form as set forth in Exhibit D, along with any required federal trademark assignment cover pages or forms.

(b) All documents and other items to be delivered to Buyer or Seller at the Closing shall be deemed to have been delivered simultaneously, and no delivery shall be effective until all such items have been delivered.

10. Costs; Prorations and Escrow Instructions. Costs of the Closing and the necessary prorations shall be allocated as provided for below.

10.1 Costs. All closing costs, if any, shall be paid one half by each party. Seller and Buyer shall each pay the fees and costs of its own attorneys and consultants.

10.2 Proration. Buyer shall be responsible for any costs relating to the Assets that arise or otherwise become exigible on and after the Closing Date. Seller shall be responsible for any costs relating to the Assets that accrued or otherwise become exigible before the Closing Date.

11. Defaults.

11.1 Notice and Cure. Subject to Section 11.2, any failure by Buyer or Seller to perform or comply with any of their respective obligations under this Agreement before the Closing that is not cured within five (5) Business Days after the other party gives such noncomplying or non-performing party written notice of such failure shall constitute an immediate default by the non-complying or non-performing party under this Agreement. If the Closing would otherwise occur during such five (5) Business Day period, then the Closing Date shall be extended to the date which is two (2) Business Days after the expiration of such five (5) Business Day cure period.


11.2 Inapplicability. The notice and opportunity to cure provisions set forth in the preceding Section shall not apply to: (a) any failure of Buyer to deliver the Deposit to Seller as and when required; or (b) any failure of Buyer or Seller to timely make all deliveries required of such party hereunder and absent the failure of a condition to such party's obligation to consummate this sale on the Closing Date.

12. Liquidated Damages and Limitations on Remedies.

12.1 Remedies. Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, including but not limited to the reason of the failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit including amounts previously deemed non-refundable. In the event Buyer fails to close the sale following approval of the sale by the Bankruptcy Court for any reason other than Seller's default, or an appeal of any Order entered by the Bankruptcy Court related to the proposed sale, Buyer's Deposit shall be immediately paid over to Seller and retained by Seller as liquidated damages without further legal action.

12.2 Certain Waivers. Buyer (i) will not request or be entitled to any "substantial contribution claim" under Bankruptcy Code § 503, or any breakup fee, termination fee, expense reimbursement or similar type of payment from the estate or the Chapter 7 Trustee in any way related to or arising from the submission of its Bid, or the Bid Procedures, or the sale of the Assets, except the \$40,000 Breakup Fee provided for in the Bid Procedures in favor of 417 Royal Street as the Initial Bidder and (ii) irrevocably waives the right to file and/or be paid a "substantial contribution claim" under Bankruptcy Code § 503 or any related breakup fee, termination fee, expense reimbursement or similar type of payment from the estate or the Chapter 7 Trustee in any way related to or arising from to the submission of its Bid, or the Bid Procedures, or the sale of the Assets.

12.3 Survival. The provisions of this Section 12 shall survive any termination of this Agreement. Buyer and Seller agree that the terms, waivers and provisions of this Section 12 are of the essence of this Agreement and but for such terms, waivers and provisions, Seller would not have entered into this Agreement. To signify their awareness and agreement to be bound by the terms, waivers and provisions of this Section 12, Buyer and Seller, through their authorized representatives, have separately initialed this Section 12.

BUYER'S INITIALS: 

SELLER'S INITIALS: _____

13. Miscellaneous.

13.1 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

13.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

13.3 Interpretation. The language in all parts of this Agreement shall be in all cases construed as a whole according to their fair meaning and not strictly for or against either Seller or Buyer. This Agreement has been negotiated and prepared by both Buyer and Seller; any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party, or the party that caused it to exist, shall not be employed in the interpretation of this Agreement or any document executed in connection with this Agreement. The use of the words "include" and/or "including" shall not imply exclusivity and shall be interpreted to mean include(ing) without limitation" and/or "include(ing), but not limited to." Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include female gender and the neuter, and vice versa.

13.4 Notice. Any notice required or permitted to be delivered hereunder shall be in writing and (a) personally delivered, (b) sent by United States certified or registered mail, return receipt requested, (c) sent by fax transmission, (d) sent by email transmission or (e) sent by nationally or regionally recognized overnight courier service. Notice shall be deemed received (i) upon confirmed personal delivery to the party to whom the notice is directed, if personally delivered, (ii) upon confirmed receipt, if sent by certified or registered mail, (iii) upon confirmed receipt of successful fax or email transmission, or (iv) on confirmed delivery (or attempted delivery) on a Business Day following deposit with the overnight courier service, if sent by overnight courier service. In each case, notice shall be addressed to Seller or Buyer, as the case may be, at the address set forth below (or such other address as Buyer or Seller may specify by notice given pursuant to this Section). Notices required or permitted to be delivered hereunder may be sent by electronic transmission to the email addresses set forth below, but no such notice shall be deemed received or delivered unless (A) such email expressly states that it constitutes notice under this Section of the Agreement, (B) the recipient acknowledges receipt of such email by confirmation via email or other written communication, and (C) such written confirmation expressly acknowledges that notice via email transmittal has occurred. Any notice hereunder delivered by a party may be effected by counsel for such party, by delivery of such notice to counsel for the other party (identified below or known to be representing the other party in connection with the transactions contemplated by this Agreement), with a copy to the other party in the manner set forth herein.

TO BUYER:

Ralph Brennan, Manager

417 Royal Street LLC
550 Bienville Street
New Orleans, LA 70130

with a copy to counsel for Seller:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
c/o Jan Hayden
201 St. Charles Ave, STE 3600
New Orleans, LA 70170

TO SELLER:

Ronald J. Hof, Chapter 7 Trustee
9905 Jefferson Highway
River Ridge, LA 70123
E-mail: ronaldhof@cox.net

With a copy to counsel for Seller:

Stewart Robbins & Brown, LLC
c/o William S. Robbins
620 Florida Street, Suite 100
Baton Rouge, LA 70801-1741
Facsimile: (225) 231-9998
E-mail: wrobbins@stewartrobbins.com

13.5 Business Days. If the time period for the performance of any act called for under this Agreement expires on a day other than a Business Day, said act may be performed on the next succeeding Business Day.

13.6 Recordation. Except for any documents to be recorded upon the Closing as provided in this Agreement, neither this Agreement, nor any memorandum of this Agreement, nor any other Lien or instrument of any nature shall be recorded by or on behalf of Buyer against the Assets.

13.7 U.S. Currency. All references in this Agreement to monetary figures shall refer to United States of America currency, unless otherwise expressly provided.

13.8 Time. In computing any period of time under this Agreement, the provisions of FED. R. BANKR. P. 9006(a) shall apply. Further, all references to a time of day, a day or a date are references to the time, day or date in New Orleans, LA, which is located in the Central Time Zone of the United States of America.

13.9 Negotiations. Negotiations leading up to this Agreement and all related discussions and negotiations shall be deemed to fall within the protection afforded by FED. R. EVID. 408. Any evidence of the terms of this Agreement or negotiations or discussions

associated with this Agreement shall be inadmissible in any action or proceeding for purposes of establishing any rights, duties or obligations of the Parties, except in: (i) a proceeding to obtain the Approval Order or (ii) an action or proceeding to enforce the terms of this Agreement. This Agreement is executed solely to avoid costs and risks of litigation in light of the facts and circumstances of this particular matter.

13.10 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

13.11 Time of the Essence. Time is of the essence in this Agreement. Notwithstanding any other provision in this Agreement, the Agreement must close no later than July 1, 2014.

13.12 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

13.13 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, administrators, executors, assigns and successors in interest. Notwithstanding the foregoing, this Agreement may not be assigned by Buyer without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's consent shall not be required for an assignment of this Agreement by Buyer to an affiliate, related entity, or financial partner, or a newly created acquisition entity owned by Buyer or financial partner, provided that (i) Buyer delivers notice to Seller of such assignment not later than five (5) Business Days prior to the Closing Date, (ii) as a part of such assignment Seller receives reasonable guarantees or other assurances from Buyer or such assignee of the financial capacity to support the indemnities and other financial and non-financial obligations of Buyer under this Agreement, and (iii) the assignee accepts and assumes all obligations under this Agreement. An assignment hereunder coupled with the payment of the Deposit shall constitute a full release of Buyer and Buyer's obligations to perform hereunder, and Seller will look solely to the assignee in the event of a subsequent Default. Any assignment by Buyer in violation of this Section shall be void, shall be a default by Buyer and shall, without limiting Seller's other rights and remedies, give Seller the right, but not the obligation, to terminate this Agreement upon written notice to Buyer.

13.14 Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

13.15 Further Assurances. Subject to the terms and conditions of this Agreement and to any order of the Bankruptcy Court or any applicable provision of law, each of the parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the parties and carry out the terms of this Agreement; provided, however, in no event shall Seller be obligated to take (or refrain from taking) any action requested by Buyer which (i) would require any order or approval of the Bankruptcy Court other than the Bidding Procedures Order and the Sale Consummation Order, (ii) would, in Seller's

opinion (based on Seller's sole and absolute discretion), expose Seller to liability to Buyer beyond that of Seller's express obligations under this Agreement, or expose Seller to liability to any third party; or (iii) materially increase the cost or expense to Seller of performing its duties and obligations under this Agreement or in connection with the Nevada Receivership.

13.16 Attorneys' Fees. In the event that either party hereto brings any action or files any proceedings in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party hereto of its obligations hereunder, the prevailing party in such action or proceeding shall be entitled to have all of its reasonable attorneys' fees and out-of-pocket expenditures, through appeal, paid by the non-prevailing party.

13.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered via fax or electronic mail may be relied upon for all purposes as fully as original signatures.

13.18 Eastern District of Louisiana Jurisdiction. The U.S. District Court for the Eastern District of Louisiana shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Agreement and Buyer hereby consents and submits to such exclusive jurisdiction.

13.19 No Personal Liability to the Trustee. The Parties agree that Ronald J. Hof, enters into this Agreement solely in his capacity as Chapter 7 trustee for the bankruptcy estate of Brennan's Inc., Case No 13-12985, United States Bankruptcy Court for the Eastern District of Louisiana, and that Ronald J. Hoff shall have no personal liability for any obligations under this Agreement. All Claims arising out of this Agreement shall be payable by the Trustee only from property of the Estate. The provisions of this section 13.19 shall survive the Closing and any termination of this Agreement.

13.20 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREBY SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES. IF A DIRECT CONFLICT IS FOUND BETWEEN THE PROVISIONS OF THIS AGREEMENT AND ANY MANDATORY, NON-WAIVABLE PROVISION OF THE LAWS OF THE STATE OF LOUISIANA, SUCH PROVISION OF THE LAWS OF THE STATE OF LOUISIANA SHALL CONTROL. IF ANY PROVISION OF THE LAWS OF THE STATE OF LOUISIANA PROVIDES THAT IT MAY BE VARIED OR SUPERSEDED OR OTHERWISE MODIFIED OR ALTERED BY AGREEMENT, SUCH PROVISION OF THE LAWS OF LOUISIANA SHALL BE DEEMED SUPERSEDED AND WAIVED IN ITS ENTIRETY IF THIS AGREEMENT CONTAINS A PROVISION ADDRESSING THE SAME ISSUE OR SUBJECT MATTER. IF ANY PROVISION OF THIS AGREEMENT OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD INVALID OR UNENFORCEABLE TO ANY EXTENT, SUCH UNENFORCEABILITY OR INVALIDITY WILL NOT RENDER THIS AGREEMENT UNENFORCEABLE OR INVALID AS A WHOLE AND, IN SUCH EVENT, SUCH PROVISION WILL BE CHANGED AND INTERPRETED SO AS TO BEST ACCOMPLISH THE OBJECTIVES OF SUCH UNENFORCEABLE OR INVALID PROVISION TO THE GREATEST EXTENT

PERMITTED BY THE LAWS OF THE STATE OF LOUISIANA OR APPLICABLE COURT DECISIONS.

IN WITNESS WHEREOF, Seller has duly executed this Agreement as of the _____ day of _____, 2014.

SELLER: Ronald J. Hof, solely in his capacity as Chapter 7 trustee for the bankruptcy estate of Brennan's Inc., Case No 13-12985, United States Bankruptcy Court for the Eastern District of Louisiana

By: _____
Ronald J. Hof, Chapter 7 Trustee

IN WITNESS WHEREOF, Buyer has duly executed this Agreement as of the 4TH day of JUNE, 2014.

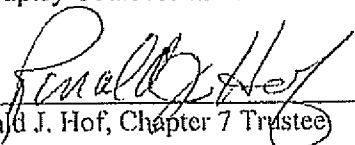
BUYER: 417 ROYAL STREET LLC, Louisiana limited liability company

By: Ralph Brennan
Name: RALPH BRENNAN
Title: MANAGER

PERMITTED BY THE LAWS OF THE STATE OF LOUISIANA OR APPLICABLE COURT DECISIONS.

IN WITNESS WHEREOF, Seller has duly executed this Agreement as of the 19th day of May, 2014.

SELLER: Ronald J. Hof, solely in his capacity as Chapter 7 trustee for the bankruptcy estate of Brennan's Inc., Case No 13-12985, United States Bankruptcy Court for the Eastern District of Louisiana

By: 
Ronald J. Hof, Chapter 7 Trustee

IN WITNESS WHEREOF, Buyer has duly executed this Agreement as of the _____ day of _____, 2014.

BUYER: _____, a _____

By: _____
Name: _____
Title: _____