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Proposed Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
BUCA TEXAS RESTAURANTS, L.P., *et al*.,[1]	§	Case No. 24-80058 (SGJ)
Debtors.	§	(Joint Administration Requested)

EMERGENCY APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 10:30 A.M. ON AUGUST 7, 2024.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtors' federal tax identification number are as follows: BUCA Texas Restaurants, L.P. (3262); BUCA Texas Beverage, Inc. (3995); BUCA C, LLC (8220); BUCA Sales & Marketing, LLC (4258); BUCA Investments, Inc. (5575); BUCA Restaurants, Inc. (9725); BUCA Restaurants 2, Inc. (2187); BUCA (Celebration), LLC (3412); BUCA (Ex), LLC (3092); BUCA (Minneapolis), Inc. (2474). The Debtors' principal offices are located at 4700 Millenia Boulevard, Suite 400, Orlando, Florida 32839.

A VIRTUAL HEARING WILL BE CONDUCTED ON THIS MATTER ON AUGUST 7, 2024, AT 10:30 A.M. IN ROOM 1424, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, COURTROOM 1, DALLAS, TEXAS, 75242.

PARTICIPATION AT THE HEARING WILL ONLY BE PERMITTED BY AN AUDIO AND VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT 1.650.479.3207. VIDEO COMMUNICATION WILL BE BY THE USE OF THE CISCO WEBEX PLATFORM. CONNECT VIA THE CISCO WEBEX APPLICATION OR CLICK THE LINK ON JUDGE JERNIGAN'S HOME PAGE. THE MEETING CODE IS 2304 154 2638. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF ELECTRONIC HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE JERNIGAN'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby file this emergency application to employ a claims, noticing, and solicitation agent (the "Application").[2] In support of the Application, the Debtors respectfully state as follows:

Relief Requested

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order") authorizing the Debtors to retain and employ Stretto, Inc. ("Stretto")[3] as their claims, noticing, and solicitation agent (the "Claims and Noticing Agent") effective as of the Petition Date, in accordance with the terms and conditions of the engagement as set forth in the Services Agreement, entered into by and between the Debtors and Stretto on July 26, 2024, a copy of which is attached hereto as **Exhibit B** (the "Engagement Letter"). In support of this Application, the Debtors submit the Declaration of Sheryl Betance, Senior Managing Director, Corporate Restructuring, of Stretto, attached hereto as **Exhibit C** (the "Betance Declaration").

[2] Capitalized terms used but not immediately defined have the meanings given to them elsewhere in this Application.

[3] Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

2. The Debtors seek to retain Stretto as their Claims and Noticing Agent, including having Stretto assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' chapter 11 cases. The Debtors' selection of Stretto to act as their Claims and Noticing Agent is appropriate under the circumstances and in the best interest of their estates. Moreover, the Debtors submit that, based on all engagement proposals obtained and reviewed, Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise.

Jurisdiction and Venue

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this is a core matter pursuant to 28 U.S.C. § 157(b).

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a), 327(a), and 330(a), and 1107(b) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 2014-1 and 2016-1 of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (Revised as of February 6, 2023)* (the "Local Bankruptcy Rules"), and Section B.8(i) of the *Procedures for Complex Cases in the Northern District of Texas* (the "Complex Case Procedures").

Background

6. The Debtors are leading owners, operators, and franchisors of family-style Italian-American restaurants. With approximately 44 owned locations across 14 states and two international franchised locations, Buca di Beppo is known for its large portions, eclectic décor, and a festive atmosphere that encourages sharing and communal dining. The Debtors' operations

have been impacted by a significant drop in sales, rising food and labor costs, continued staffing challenges, and changes in consumer preferences. A more detailed history of the Debtors' business, as well as their prepetition efforts to address issues related to liquidity issues, are discussed in more detail in the First Day Declaration.

7. On August 4, 2024 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors have filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committee has been appointed.

8. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in the *Declaration of Williams Snyder, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.

Basis for Relief Requested

9. The Debtors wish to retain Stretto as the Claims and Noticing Agent for these chapter 11 cases, to, among other tasks: (a) serve as the noticing agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (b) provide computerized claims, objection, solicitation, and balloting database services; and (c) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to these chapter 11 cases. The Debtors submit that their selection of Stretto to act as the Claims and

Noticing Agent is appropriate under the circumstances and in the best interest of their estates. Moreover, the Debtors submit that, based on all engagement proposals obtained and reviewed, the proposed Stretto's rates are competitive and reasonable given Stretto's quality of services and expertise.

Stretto's Qualifications

10. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re Tubular Synergy Grp., LP*, No. 24-80056 (SWE) (Bankr. N.D. Tex. July 11, 2024); *In re KidKraft, Inc.*, No. 24-80045 (MVL) (Bankr. N.D. Tex. May 14, 2024); *In re Eye Care Leaders Portfolio Holdings, LLC*, No. 24-80001 (MVL) (Bankr. N.D. Tex. Jan. 17, 2024); *In re Sunland Med. Found.*, No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023); *In re Tuesday Morning Corp.*, No. 23-90001 (ELM) (Bankr. N.D. Tex. Feb. 23, 2023); *In re Fore Machine,* LLC, No. 22-40487 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re Rockall Energy Holdings, LLC*, No. 22-90000 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re Red River Waste Solutions, Inc.*, No. 21-42423 (ELM) (Bankr. N.D. Tex. Dec. 20, 2021); *In re CiCi's*

Holdings, Inc., No. 21-30146 (SGJ) (Bankr. N.D. Tex. Jan. 27, 2021); and *In re Diamondback Industries, Inc.*, No. 20-41504 (ELM) (Bankr. N.D. Tex. Apr. 28, 2020).[4]

11. Under the Engagement Letter, Stretto will perform the following services (collectively, the "Services"), as the Claims and Noticing Agent, at the request of the Debtors or the Clerk of the Bankruptcy Court (the "Clerk"):

a. assist the Debtors with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including: (i) the notice of the commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code section 341(a); (ii) the notice of any claims bar date; (iii) the notice of any proposed sale of the Debtors' assets; (iv) the notices of objections to claims and objections to transfers of claims; (v) the notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (vi) the notice of the effective date of any plan; and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors, Court, or Clerk may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

b. maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

c. maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;

d. to the extent applicable, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Debtors' proposed counsel.

e. maintain a post office box or address for receiving claims and returned mail, and process all mail received;

f. for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk no more frequently than every seven (7) days an affidavit or certificate of service that includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses; (iii) the manner of service; and (iv) the date served;

g. receive and process all proofs of claim, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;

h. provide an electronic interface for filing proofs of claim;

i. maintain the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim;

j. provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;

k. record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

l. implement reasonable security measures designed to ensure the completeness and integrity of the Claims Registers and the safekeeping of any proofs of claim;

m. relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Stretto not less than weekly;

n. monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

o. assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;

p. provide docket updates via email to parties who subscribe for such service on the Debtors' case website;

q. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements in connection with the services rendered pursuant to the Engagement Letter;

r. if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk within three (3) days of notice to Stretto of entry of the order converting the cases;

s. thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Stretto as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;

t. within seven (7) days of notice to Stretto of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the cases;

u. at the close of these chapter 11 cases: (i) box and transport all original documents, in proper format, as provided by the Clerk, any location requested by the Clerk; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;

v. assist the Debtors with, among other things, plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;

w. if requested, assist with the preparation of the Debtors' Schedules and gather data in conjunction therewith;

x. provide a confidential data room, if requested;

y. coordinate publication of certain notices in periodicals and other media;

z. manage and coordinate any distributions pursuant to a chapter 11 plan; and

aa. provide such other claims, noticing, processing, solicitation, balloting, and other administrative services described in the Engagement Letter, that may be requested from time to time by the Debtors, the Court, or the Clerk.

Compensation

12. The Debtors respectfully request that the undisputed fees and expenses incurred by Stretto in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code § 503(b)(1)(A) and be paid in the ordinary course of business pursuant to the Engagement Letter without further application to or order of the Court. Subject to the Court's authorization, Stretto will invoice the Debtors monthly for services rendered to the Debtors during the preceding month.

13. Stretto agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee appointed in these chapter 11 cases, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Letter or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

14. Prior to the Petition Date, the Debtors provided Stretto an advance in the amount of $25,000.00 (the "Advance"). Stretto seeks to first apply the advance to all prepetition invoices, and thereafter to hold the advance under the Engagement Letter during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Letter.

Indemnification

15. In addition, under the terms of the Engagement Letter, the Debtors have agreed to indemnify, defend, and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Letter, except in circumstances resulting from Stretto's bad faith,

gross negligence, willful misconduct, or as otherwise provided in the Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in these chapter 11 cases.

Stretto's Disinterestedness

16. Stretto has reviewed its conflicts system to determine whether it has any relationships with the Debtors' creditors and parties in interest. Except as disclosed in the Betance Declaration, Stretto represents that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed. To the best of the Debtors' knowledge, Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. Stretto represents in the Betance Declaration, among other things, that:

a. Stretto is not a creditor of the Debtors;

b. Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;

c. By accepting employment in these chapter 11 cases, Stretto waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;

d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Stretto will not be an agent of the United States and will not act on behalf of the United States;

e. Stretto will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;

f. Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Stretto will not intentionally misrepresent any fact to any person;

h. Stretto shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

i. Stretto will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j. None of the services provided by Stretto as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

17. Stretto will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

18. To the extent that there is any inconsistency between this Application, the Order, and the Engagement Letter, the Order shall govern.

Notice

19. The Debtors will provide notice of this Motion to the following parties or their counsel: (a) the U.S. Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agent to the lenders under the Debtors' prepetition and proposed postpetition term loan facilities; (d) the United States Attorney's Office for the Northern District of Texas; (e) the Internal Revenue Service; (f) the state attorneys general for states in which the Debtors conduct business; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice is needed.

[*Remainder of page intentionally left blank.*]

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted this 5th day of August, 2024.

GRAY REED

By: */s/ Amber M. Carson*

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Proposed Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on August 5, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Amber M. Carson
Amber M. Carson

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
BUCA TEXAS RESTAURANTS, L.P., *et al*.,[1]	§	Case No. 24-80058 (SGJ)
Debtors.	§	(Joint Administration Requested)
	§	**Re: Docket No. __**

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "Application")[2] to employ Stretto, Inc. ("Stretto" or the "Claims and Noticing Agent") as its claims, noticing, and solicitation agent of above-captioned debtors and debtors in possession (collectively, the "Debtors") in these chapter 11 cases; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtors' federal tax identification number are as follows: BUCA Texas Restaurants, L.P. (3262); BUCA Texas Beverage, Inc. (3995); BUCA C, LLC (8220); BUCA Sales & Marketing, LLC (4258); BUCA Investments, Inc. (5575); BUCA Restaurants, Inc. (9725); BUCA Restaurants 2, Inc. (2187); BUCA (Celebration), LLC (3412); BUCA (Ex), LLC (3092); BUCA (Minneapolis), Inc. (2474). The Debtors' principal offices are located at 4700 Millenia Boulevard, Suite 400, Orlando, Florida 32839.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application, and all objections, if any, to the Application having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application and the record of the hearing on such motion, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein on a final basis.

2. The Debtors are authorized to employ Claims and Noticing Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.

3. The Claims and Noticing Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.

4. The Claims and Noticing Agent may not sell bankruptcy data obtained through its role as the Agent to third parties.

5. The Clerk shall provide Claims and Noticing Agent with Electronic Case Filing ("ECF") credentials that allow Claims and Noticing Agent to receive ECF notifications and file certificates and/or affidavits of service.

6. The Claims and Noticing Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. Claims and Noticing Agent shall maintain the official Claims Register(s) in these cases. The Claims and Noticing Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of Claims and all attachments may be redacted only as ordered by the Court.

7. The Claims and Noticing Agent shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

8. The Claims and Noticing Agent shall provide (i) an electronic interface for filing proofs of claim in these chapter 11 cases and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

9. The Claims and Noticing Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Letter

10. The Claims and Noticing Agent shall provide detailed invoices setting forth the services provided, and the rates charged on a monthly basis to the Debtors, their counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

11. The Claims and Noticing Agent shall not be required to file fee applications. Upon receipt of Claims and Noticing Agent's invoices, the Debtors are authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Claims and Noticing Agent will be treated as section 503(b) administrative expenses. The Claims and Noticing Agent may apply its advance to all prepetition invoices, and thereafter, Stretto may hold its advance under the Engagement Letter

during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Letter.

12. The Debtors shall indemnify the Claims and Noticing Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Claims and Noticing Agent may only be indemnified for claims, noticing and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

a. For matters or services arising before these Chapter 11 Cases are closed, or any matter or service not approved by an order of this Court.

b. Unauthorized marketing activities or data or privacy breaches.

c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) the Claims and Noticing Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty, (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

d. This paragraph does not preclude the Claims and Noticing Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

13. The last sentence of Section 2(b) of the Engagement Letter is not applicable in this case.

14. Notwithstanding paragraph 3(c) of the Engagement Letter, in the event of conversion of this case to a case under chapter 7, nothing in this order prevents a chapter 7 trustee from seeking an order terminating Stretto's services.

15. Section 6 of the Engagement Letter is modified as follows:

> "At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. Any such account(s) shall be established with a UST-approved depository institution in compliance with section 345 of the Bankruptcy Code. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement."

16. Prior to any increases in Stretto's rates for any individual retained by Stretto and providing services in these cases, excluding annual "step increases" historically awarded by Stretto in the ordinary course to employees due to advancing seniority and promotion, Stretto shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtors, the United States Trustee and any official committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code and all rates and rate increases are subject to review by the Court.

17. In the event of any inconsistency between the Engagement Letter, the Application and the Order, the Order shall govern.

18. During the pendency of these cases the sole venue for resolving disputes under this engagement shall be the United States Bankruptcy Court for the Northern District of Texas.

19. The Claims and Noticing Agent shall not cease providing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court. In the event the Claims and Noticing Agent is unable to provide the Services set out in this Order and/or the Engagement Letter, the Claims and Noticing Agent will immediately notify the Clerk and the

Debtors' attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

20. After entry of an order terminating the Claims and Noticing Agent's services, upon the closing of these chapter 11 cases, or for any other reason, the Claims and Noticing Agent shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtors for such archiving services.

21. Notwithstanding anything in the Motion or this Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to any interim and final order(s) of this Court approving the Debtors' DIP Motion (as defined in the First Day Declaration) (the "DIP Orders"), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders. In the event of any inconsistency between the terms of this Order and the terms of the DIP Orders, the terms of the DIP Orders shall govern.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on separate motion and further order of this Court.

End of Order # #

Submitted by:

Amber M. Carson (TX Bar No. 24075610)
Jason S. Brookner (TX Bar No. 24033684)
Micheal W. Bishop (TX Bar No. 02354860)
Emily F. Shanks (TX Bar No. 24110350)
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mbishop@grayreed.com
eshanks@grayreed.com

Proposed Counsel to the Debtors
and Debtors in Possession

Exhibit B

Engagement Letter

Services Agreement

This Services Agreement (this "**Agreement**") is entered into as of July 24, 2024 between Stretto, Inc. ("**Stretto**") and BUCA C, LLC (together with its affiliates and subsidiaries, the "**Company**").[1]

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

(a) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing, maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, plan solicitation, balloting, tabulation of votes, disbursements, and administrative support in preparation of schedules of assets and liabilities and statements of financial affairs ("**Claims Administration, Noticing, and Solicitation Services**"); and (ii) crisis communications, claims analysis and reconciliation, preference analysis and recovery, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations, or court rules or orders (all such services collectively, the "**Services**").

(b) The Company acknowledges and agrees that Stretto will often take direction from the Company's representatives, employees, agents, and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice, or information provided by the Company Parties to the same extent as if such requests, advice, or information were provided by the Company.

(c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

(a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company. Stretto's charges for Services through the effective date of a chapter 11 plan shall be at the rates attached hereto (the "**Preferred Rate Structure**"). The Company agrees that the Preferred Rate Structure shall not be applicable to Services provided to the entity or entities (including the Company) responsible for implementing a confirmed and effective chapter 11 plan and that such Services will be provided at Stretto's then prevailing rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.

(b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid

[1] The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case. Each affiliated entity shall be jointly and severally liable for the Company's fees and expenses.

as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

(c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

(d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.

(e) The Company shall pay any fees and expenses for Services relating to, arising out of, or resulting from any error or omission made by the Company or the Company Parties.

(f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.

(g) Upon execution of this Agreement, the Company shall pay Stretto an advance of $_____. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.

(h) Stretto reserves the right to make reasonable increases to the Preferred Rate Structure on a periodic basis. If any such increase represents an increase greater than 10% from the previously effective level, Stretto shall provide 30 days' notice to the Company of such increase.

(i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Company using either (or both) of the following methods:

Wire Transmission
Bank Name – Banc of California
Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101
ABA – 122238200
Account Number – 1000681781
Account Name – Stretto, Inc.

Check
Stretto
Attn: Accounts Receivable
410 Exchange, Suite 100
Irvine, CA 92602

3. Retention in Bankruptcy Case

(a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.

(b) If the Company seeks authorization in a chapter 11 case to obtain postpetition financing, including debtor-in-possession loans or use of cash collateral, the Company shall include Stretto's fees and expenses incurred hereunder in any professional compensation carve-out.

(c) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

(a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software, and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party, or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation, and any other information or property (collectively, "**Property**") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored, and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate cash management and distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

(a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.

(b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.

(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.

(d) If this Agreement is terminated, Stretto shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services, and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Preferred Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness, or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors, and agents (collectively, the "**Indemnified Parties**") from and against any and all losses, claims, damages, judgments, liabilities, and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "**Losses**") resulting from, arising out of, or related to Stretto's performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.

(b) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation, or proceeding that either party becomes aware of with respect to the Services provided hereunder.

(c) The Company's indemnification of Stretto hereunder shall exclude Losses resulting from Stretto's gross negligence or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special, or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

(a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "**SOFAs and Schedules**"). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

(b) The Company agrees, represents, and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; and (ii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.

(c) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored, or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data, or information provided by the Company to Stretto.

(d) Stretto and the Company agree that this Agreement is subject to the terms set forth in the GDPR Addendum attached hereto as Exhibit A, which are incorporated herein by reference.

(e) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. California Consumer Privacy Act.

(a) Definitions. In this Section,

(i) "**CCPA**" means the California Consumer Privacy Act of 2018, including amendments and final regulations;

(ii) "**Personal Information**" has the same meaning given to such term under section 1798.140 of the CCPA and is limited to any Company data provided to Stretto by the Company in order for Stretto to provide Services under this Agreement; and

(iii) "**Commercial Purposes**," "**Sell**," "**Business**," and "**Service Provider**" have the same meanings assigned to them in section 1798.140 of the CCPA.

(b) Relationship Between the Parties. To the extent the Company is considered a Business under California law, and subject to the terms of this Section 12, Stretto will act solely as Company's Service Provider with respect to Personal Information.

(c) Restrictions. Stretto certifies it will not: (i) Sell Personal Information or (ii) collect, retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including collecting, retaining, using, or disclosing Personal Information for any Commercial Purpose other than providing the Services specified in this Agreement unless otherwise permitted under the CCPA.

13. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ, or otherwise retain as employees, consultants, or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

14. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial

or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

15. Choice of Law

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

17. Integration: Severability; Modifications: Assignment

(a) Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements, and communications between the parties relating to the subject matter hereof.

(b) If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

18. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

19. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto
410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

If to the Company: _____
_____
_____
_____
_____

With a copy to: _____
_____
_____
_____
_____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Stretto

_____

By: Travis Vandell

Title: Managing Director

BUCA C, LLC

Soegiono Hadiwijaya

_____

By: Sugi Hadiwijaya

Title: Chief Restructuring Officer

Exhibit A

GDPR Addendum

This GDPR Addendum is a part of the Services Agreement (the "**Agreement**") by and between Stretto (the "**Processor**")[2] and the Company (together, the "**Parties**").

RECITALS

WHEREAS,

(A) The Processor and the Company have agreed to the following terms regarding the Processing of Company Personal Data.

(B) The Company acts as a Controller of the Company Personal Data.

(C) The Company wishes to subcontract certain Services, pursuant to the Agreement, which imply and require the processing of personal data, to the Processor.

(D) The Company instructs the Processor to process Company Personal Data.

(E) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "**GDPR**").

NOW THEREFORE, the Company and the Processor agree as follows:

1. Definitions. The parties agree that the following terms, when used in this GDPR Addendum, shall have the following meanings.

(a) "**Addendum**" shall mean this GDPR Addendum;

(b) "**Company Personal Data**" means any Personal Data Processed by the Processor or a Subprocessor on behalf of the Company pursuant to or in connection with the Agreement, and may include, for example, Personal Data of Company's employees, clients, customers, creditors, equity interest holders, or counter-parties;

(c) "**Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

(d) "**Services**" means the services the Processor provides to the Company pursuant to the Agreement;

(e) "**Subprocessor**" means any person appointed by or on behalf the Processor to process Personal Data on behalf of the Company in connection with the Agreement;

[2] Capitalized terms utilized but not defined in the GDPR Addendum have the meanings ascribed to them in the Agreement.

(f) "**Technical and organizational security measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(g) The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**", "**Special Categories of Personal Data**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their derivative terms shall be construed accordingly.

2. Obligations of the Company. The Company agrees and warrants:

(a) that the Processing, including the transfer itself, of the Company Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable Data Protection Laws (and, where applicable, has been notified to the relevant authorities of the Member State);

(b) that it has instructed and throughout the duration of the Services will instruct the Processor to process the Company Personal Data transferred only on the Company's behalf and in accordance with the applicable Data Protection Laws, the Agreement, and this Addendum;

(c) that the Processor will provide sufficient guarantees in respect of the technical and organizational security measures;

(d) that after assessment of the requirements of the applicable data protection law, the technical and organizational security measures are appropriate to protect the Company Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the technical and organizational security measures; and

(f) that the Company Personal Data transferred to Processor does not include or involve any special categories of data, as defined by Article 9 of the GDPR.

3. Obligations of the Processor. The Processor agrees and warrants:

(a) to comply with the Data Protection Laws;

(b) to process the Company Personal Data only on behalf of the Company and in compliance with its instructions and this Addendum; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Company of its inability to comply, in which case the Company is entitled to suspend the processing of data and/or terminate the Agreement;

(c) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Company and its obligations under the Agreement and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the Company as soon as it is aware, in which case the Company is entitled to suspend the transfer of data and/or terminate the Agreement;

(d) that it has implemented reasonable and appropriate technical and organizational security measures before processing the Company Personal Data;

(e) that it will promptly notify the Company about:

i. any legally binding request for disclosure of the Company Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

ii. any accidental or unauthorized access; and

iii. any request received directly from any data subject without responding to that request, unless it has been otherwise authorized to do so by the Company or as required by any applicable law;

(f) to deal promptly and properly with all inquiries from the Company relating to its Processing of the Company Personal Data and to abide by the advice of the supervisory authority with regard to the processing of the Company Personal Data;

(g) to take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Subprocessor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Company Personal Data, as strictly necessary to perform the Services under the Agreement, and to comply with Data Protection Laws in the context of that individual's duties to the Subprocessor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and

(h) that it shall not use (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company with prior written consent.

4. Obligations after Termination of Personal Data Processing Services.

(a) The Parties agree that within 10 business days of the termination of the Agreement or provision of Services, the Processor and any Subprocessor shall, at the choice of the Company, return all Company Personal Data and the copies thereof to the Company or shall destroy all the Company Personal Data and certify to the Company that it has done so, unless legislation imposed upon the Processor prevents it from returning or destroying all or part of the Company Personal Data. In that case, the Processor warrants that it will guarantee the confidentiality of the Company Personal Data and will not further process the Company Personal Data.

(b) The Processor and any Subprocessor warrant that upon request of the Company and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the technical and organizational security measures.

5. **Notices.** All notices and communications given under this Addendum must be delivered as provided for by the Agreement.

Preferred Rate Structure

Consulting Services and Rates

Analyst *Waived*
The Analyst processes incoming mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.

Consultant (Associate/Senior Associate) *$70 - $200*
The Associate manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims and ballots, overseeing contract review, overseeing all physical and electronic noticing, and generating custom claim and ballot reports.

The Senior Associate leads complex data aggregation projects for compilation of Schedules & SOFA, the creditor matrix and special notice lists. In addition, the Senior Associate oversees quality control and on mailings and reports. Stretto's Senior Associates average over seven years of experience.

Director/ Managing Director *$210 - $250*
The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement.

The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate.

Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.

Executive Management *Waived*
Our Executive Management team oversees Stretto’s Corporate Restructuring group and will provide consulting support to this matter at no charge.

Solicitation, Balloting and Tabulation Rates

Solicitation Associate *$230*
The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.

Director of Securities & Solicitations *$250*
The Director of Securities leads public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of related processes.

Printing & Noticing Services

Printing	$0.10 (per image)
Postage/Overnight Delivery	Preferred Rates
ECF Email Noticing	Waived
Fax Noticing	$0.10 (per page)
Envelopes	Varies by Size
Coordinate and Publish Legal Notices	Preferred Pricing Available on Request
Public Securities Events	Varies by Event

Electronic Services

Case Homepage Set-Up and Hosting	Waived
Robotic Process Automation[3]	Starting at $0.48 (per process)
Encrypted HTTPS Bandwidth (volume discount applies)	Starting at $0.125 (per MB)
Online Monthly Operating Report Platform Subscription	Waived

Claims Administration & Management Expenses

License Fee and System Maintenance	$0.10 (per creditor per month)
Database and System Access (Unlimited Users)	Waived
Online Claims Filing Portal	Waived
Online Ballots Filing Portal	Waived
Preference Analysis (Initial Preference Review)	Standard Hourly Rates

Document Management Services

Electronic Imaging (Per Imaged Page)	$0.10
FedRAMP Compliant File Retention (volume discount applies)	Starting at $0.125 (per MB)
Virtual Data Room	Available on Request

Call Center Support Services

Case-Specific Toll-Free Number and Voice-Mail Box	Waived
Interactive Voice Response (Per Minute)	Waived
Monthly Maintenance Charge	Waived
Management of Call Center (Per Hour)	Standard Hourly Rates

Disbursement Services

Check Issuance	Available on Request
Account Opening Fee	Available on Request
W-9 Mailing and Maintenance of TIN Database	Standard Hourly Rates
Disbursements - Record to Transfer Agent	Quoted at Time of Request

[3] Includes ECF docket automation, subscription-based docket notifications, USPS bulk mail operations, address validation, e-filing transactions, cloud computing charges, and related activities

Exhibit C

Betance Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	Chapter 11
BUCA TEXAS RESTAURANTS, L.P., *et al*.,[1]	§	Case No. 24-80058 (SGJ)
Debtors.	§	(Joint Administration Requested)

DECLARATION OF SHERYL BETANCE IN SUPPORT OF DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF STRETTO, INC. AS CLAIMS, NOTICING, AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE

Pursuant to 28 U.S.C. § 1746, I, Sheryl Betance, under penalty of perjury, declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Managing Director of Corporate Restructuring at Stretto, Inc. ("Agent"), a chapter 11 administrative services firm with offices located at 410 Exchange, Ste. 100, Irvine, California 92602. Except as otherwise noted in this declaration (this "Declaration"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the above-captioned Debtors' (collectively, the "Debtors") *Emergency Application for Entry of an Order Authorizing the Employment and Retention of Stretto, Inc. as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date*, filed contemporaneously herewith (the "Application").[2]

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtors' federal tax identification number are as follows: BUCA Texas Restaurants, L.P. (3262); BUCA Texas Beverage, Inc. (3995); BUCA C, LLC (8220); BUCA Sales & Marketing, LLC (4258); BUCA Investments, Inc. (5575); BUCA Restaurants, Inc. (9725); BUCA Restaurants 2, Inc. (2187); BUCA (Celebration), LLC (3412); BUCA (Ex), LLC (3092); BUCA (Minneapolis), Inc. (2474). The Debtors' principal offices are located at 4700 Millenia Boulevard, Suite 400, Orlando, Florida 32839.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Application.

Qualifications

3. Stretto is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Stretto's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Stretto has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Stretto's active and former cases include: *In re Tubular Synergy Grp., LP*, No. 24-80056 (SWE) (Bankr. N.D. Tex. July 11, 2024); *In re KidKraft, Inc.*, No. 24-80045 (MVL) (Bankr. N.D. Tex. May 14, 2024); *In re Eye Care Leaders Portfolio Holdings, LLC*, No. 24-80001 (MVL) (Bankr. N.D. Tex. Jan. 17, 2024); *In re Sunland Med. Found.*, No. 23-8000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023); *In re Tuesday Morning Corp.*, No. 23-90001 (ELM) (Bankr. N.D. Tex. Feb. 23, 2023); *In re Fore Machine,* LLC, No. 22-40487 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re Rockall Energy Holdings, LLC*, No. 22-90000 (MXM) (Bankr. N.D. Tex. Mar. 14, 2022); *In re Red River Waste Solutions, Inc.*, No. 21-42423 (ELM) (Bankr. N.D. Tex. Dec. 20, 2021); *In re CiCi's Holdings, Inc.*, No. 21-30146 (SGJ) (Bankr. N.D. Tex. Jan. 27, 2021); *In re Diamondback Industries, Inc.*, No. 20-41504 (ELM) (Bankr. N.D. Tex. Apr. 28, 2020); *In re Yuma Energy, Inc.*, No. 20-41455 (MXM) (Bankr. N.D. Tex. Apr. 24, 2020); *In re Reagor-Dykes Motors, LP*, No. 18-

50214 (RLJ) (Bankr. N.D. Tex. Dec. 18, 2019); and *In re Preferred Care Inc.*, No. 17-44642 (MXM) (Bankr. N.D. Tex. Jan. 19, 2018).[1]

Services to be Rendered

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Stretto will perform, at the request of the Office of the Clerk of this Court (the "Clerk"), the services specified in the Application and the Engagement Letter, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Engagement Letter. In performing such services, Stretto will charge the Debtors the rates set forth in the Engagement Letter, which is attached as **Exhibit B** to the Application.

5. Stretto represents, among other things, the following:

a. Stretto is not a creditor of the Debtors;

b. Stretto will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;

c. By accepting employment in these chapter 11 cases, Stretto waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;

d. In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Stretto will not be an agent of the United States and will not act on behalf of the United States;

e. Stretto will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;

f. Stretto is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

g. In its capacity as Claims and Noticing Agent in these chapter 11 cases, Stretto will not intentionally misrepresent any fact to any person;

[1] Due to the voluminous nature of the orders cited herein, such orders have not been attached to this Declaration. Copies of these cited orders are available upon request to the Debtors' proposed counsel.

h. Stretto shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;

i. Stretto will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j. None of the services provided by Stretto as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk.

6. I caused to be submitted for review by our conflicts system the names of potential parties-in-interest (the "Potential Parties in Interest") in these chapter 11 cases. A list of Potential Parties in Interest, attached hereto as **Schedule 1**, was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, significant stockholders, secured creditors, lenders, the Debtors' largest unsecured creditors on a consolidated basis, the United States Trustee and any person employed in the office of the United States Trustee, and other parties. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto's parent entities, affiliates, and subsidiaries. Stretto's internal database also includes Stone Point Capital LLC ("Stone Point"), its funds, and each such fund's respective portfolio companies as set forth in the list most recently provided to Stretto by Stone Point's internal compliance department (the "Stone Point Searched Parties"). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any connection that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge and based solely upon information provided to me by the Debtors, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Stretto has

and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, in matters unrelated to these chapter 11 cases, Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. Based upon a review of the Potential Parties in Interest:

- The list of Potential Parties in Interest includes entities, as set forth on Annex 1 attached hereto, which are current, former, or potential defendants to avoidance actions brought under the Bankruptcy Code by clients of Stretto Recovery Services. However, to the best of my knowledge, such relationships are materially unrelated to these chapter 11 cases.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the Northern District of Texas, the United States Trustee for Region 6, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the Northern District of Texas.

9. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed. To the best of my knowledge, none of Stretto's professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in these chapter 11 cases.

10. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 cases representing the Debtors or parties in interest. To the best of my knowledge, Stretto does not currently utilize the services of any law firms, investment banking and advisory firms, accounting firms, or financial advisors who have been identified as Potential Parties in Interest or who have filed a notice of appearance in these chapter 11 cases.

11. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed nine private equity funds—the Trident Funds—with aggregate committed capital of approximately $40 billion. Stone Point targets investments in the global financial services industry, and related sectors.

12. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Debtors and the names of the Potential Parties in Interest against the Stone Point Searched Parties.

13. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in these chapter 11 cases as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point's funds or investments included in the above-described conflicts search and the Debtors, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently have, or may in the future have business relationships unrelated to the

Debtors with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

14. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "Investment Funds"), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors or their affiliates, often without Stretto's or its personnel's knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when the Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

15. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be one of the Debtors or their affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to the foregoing, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email survey of Stretto's employees, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is a Debtor or of any of its affiliates.

16. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtors' estates; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors, and (iii) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason; and (c) has disclosed all of Stretto's connections with the Debtors, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: August 5, 2024

/s/ Sheryl Betance
Sheryl Betance
Senior Managing Director
Stretto, Inc.
410 Exchange, Ste. 100
Irvine, California 92602

Schedule 1

Parties in Interest

Category	Individual/Entity Name
Affiliates	BC Nominee, LLC
Affiliates	BUCA Holding, LLC
Affiliates	BUCA, LLC
Affiliates	MSC Income Fund, Inc.
Affiliates	OCS Group Holdings, Inc.
Affiliates	Restaurant Opportunities, LLC
Bank	BMO
Bank	Cadence
Current and Former Directors and Officers	Chris Williams
Current and Former Directors and Officers	Curt Lindeman
Current and Former Directors and Officers	Rich Olgee
Current and Former Directors and Officers	Thomas Avallone
Debtors	BUCA (Celebration), LLC
Debtors	BUCA (Ex), LLC
Debtors	BUCA (Minneapolis), Inc.
Debtors	BUCA C, LLC d/b/a Buca di Beppo
Debtors	BUCA Investments, Inc.
Debtors	BUCA Restaurants 2, Inc.
Debtors	BUCA Restaurants, Inc.
Debtors	BUCA Sales & Marketing, LLC
Debtors	BUCA Texas Beverage, Inc.
Debtors	BUCA Texas Restaurants, L.P.
Debtors' Professionals	CR3 Partners, LLC
Debtors' Professionals	Soegiono Hadiwijaya
DIP/Prepetition Lenders	Main Street Capital Corp.
Litigation	Allena Huber
Litigation	Anthony Cortez
Litigation	Anthony Mitrovitz
Litigation	Ator Beyeor
Litigation	BoT of Unite Here Health, et al.
Litigation	Brian Hernandez
Litigation	Candace Morphew
Litigation	Darlene Aldrich and Minor Elizabeth Aldrich
Litigation	Daysi Hernandez
Litigation	FC Station Square Bessemer Court, LLC
Litigation	Fish Family Trust
Litigation	Fort Union Chasebrook, LLC
Litigation	Guillermina Hernandez
Litigation	Jeanine Davis
Litigation	Jeanne Brandone
Litigation	Jose Luis Cadena
Litigation	Kayley Bowman
Litigation	Kevin Cresswell
Litigation	Leisa Chan
Litigation	Lisa & Frederick Snyder
Litigation	Lloyd Mosley
Litigation	Michael Penilla

Category	Individual/Entity Name
Litigation	MMM East, Inc.
Litigation	Mt. Pleasant Realty, LLC
Litigation	Randy Rising
Litigation	Robert Blackshire
Litigation	Sherri Davis
Litigation	Six Point Co.
Litigation	Spring Ridge LP
Litigation	Ward Entertainment Center, LLC
Litigation	YTC Mall Owner, LLC
Miscellaneous	EC Hospitality Group, LLC
Miscellaneous	PB Restaurants, LLC
Miscellaneous	Planet Hollywood International, Inc.
Miscellaneous	Planet Hollywood Resorts International, Inc.
Miscellaneous	Robert Earl
NDTX Judges	Chief Judge Stacey G. C. Jernigan
NDTX Judges	Judge Edward L. Morris
NDTX Judges	Judge Mark X. Mullin
NDTX Judges	Judge Michelle V. Larson
NDTX Judges	Judge Robert L. Jones
NDTX Judges	Judge Scott W. Everett
Office of the US Trustee for NDTX	Alexandria Hughes
Office of the US Trustee for NDTX	Asher Bublick
Office of the US Trustee for NDTX	C. Marie Goodier
Office of the US Trustee for NDTX	Cheryl H. Wilcoxson
Office of the US Trustee for NDTX	Elizabeth Young
Office of the US Trustee for NDTX	Erin Schmidt
Office of the US Trustee for NDTX	Felicia P. Palos
Office of the US Trustee for NDTX	Fernando Garnica
Office of the US Trustee for NDTX	Kara Croop
Office of the US Trustee for NDTX	Kendra M. Rust
Office of the US Trustee for NDTX	Kevin M. Epstein
Office of the US Trustee for NDTX	Lisa L. Lambert
Office of the US Trustee for NDTX	Meredyth Kippes
Office of the US Trustee for NDTX	Nancy S. Resnick
Office of the US Trustee for NDTX	Rafay Suchedina
Taxing Authorities	Colorado - Broomfield Local Tax
Taxing Authorities	Colorado - RDF
Taxing Authorities	Georgia - Alpharetta Liquor
Taxing Authorities	Illinois - Lombard F&B
Taxing Authorities	IN F&B (Store 1403 - Greenwood City)
Taxing Authorities	IN F&B (Store 1403 - Johnson County)
Taxing Authorities	Indiana F&B (Store 1401)
Taxing Authorities	Indiana F&B (Store 1402)
Taxing Authorities	Michigan Sales, Use & Withholding
Taxing Authorities	Missouri - KC Tourism Tax
Taxing Authorities	New Mexico Sales - GRT
Taxing Authorities	New Mexico Use - CMP

Category	Individual/Entity Name
Taxing Authorities	North Carolina - Mecklenburg F&B
Taxing Authorities	Office of the Attorney General, State of Arizona
Taxing Authorities	Office of the Attorney General, State of California
Taxing Authorities	Office of the Attorney General, State of Colorado
Taxing Authorities	Office of the Attorney General, State of Florida
Taxing Authorities	Office of the Attorney General, State of Georgia
Taxing Authorities	Office of the Attorney General, State of Hawaii
Taxing Authorities	Office of the Attorney General, State of Illinois
Taxing Authorities	Office of the Attorney General, State of Indiana
Taxing Authorities	Office of the Attorney General, State of Kentucky
Taxing Authorities	Office of the Attorney General, State of Maryland
Taxing Authorities	Office of the Attorney General, State of Michigan
Taxing Authorities	Office of the Attorney General, State of Minnesota
Taxing Authorities	Office of the Attorney General, State of Missouri
Taxing Authorities	Office of the Attorney General, State of Nevada
Taxing Authorities	Office of the Attorney General, State of New Mexico
Taxing Authorities	Office of the Attorney General, State of New York
Taxing Authorities	Office of the Attorney General, State of North Carolina
Taxing Authorities	Office of the Attorney General, State of Ohio
Taxing Authorities	Office of the Attorney General, State of Pennsylvania
Taxing Authorities	Office of the Attorney General, State of Tennessee
Taxing Authorities	Office of the Attorney General, State of Texas
Taxing Authorities	Office of the Attorney General, State of Utah
Taxing Authorities	Office of the Attorney General, State of Washington
Taxing Authorities	Ohio CAT
Taxing Authorities	PA - Allegheny Liquor (3001221/3802)
Taxing Authorities	PA - Allegheny Liquor (3001404/3808)
Taxing Authorities	Quarterly Use Tax on Liquor Comps
Taxing Authorities	Seattle Business License Tax
Taxing Authorities	Tennessee - Liquor by the Drink
Taxing Authorities	Texas Mixed Beverage Gross Receipts
Taxing Authorities	Texas Mixed Beverage Sales Tax
Taxing Authorities	Utah - Restaurant Tax
Top 30	44 Platt Brothers LLC
Top 30	7979 Center LLC
Top 30	AFA Protective Systems Inc
Top 30	ARA Properties Op P'Shp
Top 30	Ben Hur Celebration LLC
Top 30	BH 15350 S 94th Avenue LLC
Top 30	Blau Family LLC
Top 30	Brinks Inc
Top 30	Cashman and Hobbes LLC
Top 30	CH Robinson Worldwide Inc
Top 30	Chandler's Air Conditioning & Refrigeration
Top 30	City Investors XXX LLC
Top 30	Country Club Plaza KC Partners LLC
Top 30	Ecolab

Category	Individual/Entity Name
Top 30	Edward Don
Top 30	EEC Acqusition, LLC
Top 30	First Exquisite Homes L.L.C
Top 30	Forest City Bessemer Court
Top 30	Hansen Foodservice
Top 30	KRE YTC Venture LLC
Top 30	Maitland is My Land II LLC
Top 30	Nationwide Realty Investors
Top 30	New Castle Corporation
Top 30	Pavillion Holdings LLC
Top 30	Republic Services Inc
Top 30	SYSCO
Top 30	Tripleseat Software LLC
Top 30	Valpak Direct Marketing Systems
Top 30	WINDSTREAM HOLDINGS INC
Top 30	Young Electric Sign Co Inc
Vendors	Abbott Communications Group
Vendors	ADP LLC
Vendors	AesIndiana/Indianapolis Power & Light Co
Vendors	All American Facility Maintenance Inc
Vendors	Attentive Mobile Inc
Vendors	Avit LLC
Vendors	Breakthru Beverage Nevada Beer, LLC
Vendors	Circle Area Community Dev Inc
Vendors	Collin County
Vendors	Consolidated Investment
Vendors	Coronado Tower LLC
Vendors	Depepolis, LLC
Vendors	Duke Energy-1004
Vendors	Easy Ice LLC
Vendors	Ecolab Pest Elimination
Vendors	ESA Cypress LLC
Vendors	First City Investors Inc
Vendors	Fishbowl Inc
Vendors	Granite Telecommunications
Vendors	Harbor Distributing LLC
Vendors	Hawaiian Electric Co Inc
Vendors	Hinden Family Trust
Vendors	Hines Global Reit II Properties Lp
Vendors	Johnson Controls Us Holdings LLC
Vendors	Montgomery Cnty Md Liquor
Vendors	Mt. Pleasant Realty, LLC
Vendors	NCR Corporation
Vendors	Opentable Inc-Chicago
Vendors	Purvis Gray And Company LLP
Vendors	Ramsey County
Vendors	Republic National Distributing Company - CA

Category	Individual/Entity Name
Vendors	Rewards Network
Vendors	Silver State Refrigeration And Hvac LLC
Vendors	Southern Glazer's of CA South
Vendors	Southern Glazer's of NV
Vendors	Triadex Services
Vendors	Wilbur Properties

Annex 1

ADP LLC
BMO
Colorado – RDF
Granite Telecommunications
Hawaiian Electric Co. Inc.
Office of the Attorney General, State of California
Office of the Attorney General, State of Michigan
Office of the Attorney General, State of Texas
Republic National Distributing Company - CA
Republic Services Inc.
Utah – Restaurant Tax