

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF RED LOBSTER MANAGEMENT LLC,
RED LOBSTER HOSPITALITY LLC and RED LOBSTER CANADA, INC.**

APPLICATION OF RED LOBSTER MANAGEMENT LLC UNDER
SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

SUPPLEMENTARY MOTION RECORD
(Confirmation Order Recognition and Ancillary Relief)
Returnable September 10, 2024

September 6, 2024

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TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
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SECTION 46 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, C. C-36, AS AMENDED

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(as at September 6, 2024)

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(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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**AND IN THE MATTER OF RED LOBSTER MANAGEMENT LLC,
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**APPLICATION OF RED LOBSTER MANAGEMENT LLC UNDER
SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED**

SUPPLEMENTARY MOTION RECORD

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TAB 1

Court File No. CV-24-00720567-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

AFFIDAVIT OF NANCY THOMPSON

I, NANCY THOMPSON, of the City of Brampton, in the Regional Municipality of Peel, MAKE OATH AND SAY:

1. I am a law clerk in the employ of Blake, Cassels & Graydon LLP, lawyers for Red Lobster Management LLC in its capacity as Foreign Representative for itself, Red Lobster Hospitality LLC and Red Lobster Canada, Inc. (in such capacity, the “**Foreign Representative**”), and as such have knowledge of the matters hereinafter deposed to.
2. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Affidavit of Nicholas Haughey sworn September 3, 2024.
3. Attached hereto as **Exhibit “A”** is a copy of the *Order (I) Approving the Adequacy of the Disclosure Statement on a Final Basis, (II) Confirming the Joint Chapter 11 Plan for Red Lobster Management LLC and its Debtor Affiliates, (III) Setting Deadlines, and (IV) Setting Post-Confirmation Status Conference* (the “**Confirmation Order**”) entered by the United States

Bankruptcy Court (the “US Court”), for which recognition is sought by the Foreign Representative in its Motion Record, returnable September 10, 2024 (the “Motion Record”).

4. Attached hereto as **Exhibit “B”** is a redline that compares the Confirmation Order entered by the US Court to the corresponding draft Confirmation Order filed as Exhibit J to the Affidavit of Nicholas Haughey sworn September 3, 2024.

5. On September 4, 2024, the Debtors filed the *Second Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates* (the “**Second Amended Plan**”). Attached hereto as **Exhibit “C”** is a copy of the Second Amended Plan. Attached hereto as **Exhibit “D”** is a redline that compares the Second Amended Plan to its corresponding previous version, filed as Exhibit E to the Affidavit of Nicholas Haughey sworn September 3, 2024.

6. Attached hereto as **Exhibit “E”** is a copy of the *Ballot Tabulation in re: Red Lobster Management LLC, Case No. 6:24-bk-02486-GER, et al* dated as of September 3, 2024.

7. This affidavit is sworn in support of the Motion Record of the Foreign Representative for, amongst other things, recognition of the Confirmation Order and the Second Amended Plan and for no other purpose.

SWORN BEFORE ME)
 in person OR by video conference)
 by Nancy Thompson of the City of Brampton,)
 in the Regional Municipality of Peel, before)
 me at the City of Burlington, in the Regional)
 Municipality of Halton, on September 6, 2024,)
 in accordance with O.Reg.431/20,)
 Administering Oath or Declaration Remotely)
)
)
)



A Commissioner for Taking Affidavits, etc.

Caitlin McIntyre, LSO #72306R



NANCY THOMPSON

This is **Exhibit "A"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 6th day of September, 2024



A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

ORDERED.

Dated: September 05, 2024



Grace E. Robson
United States Bankruptcy Judge



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov**

IN RE:	Chapter 11 Cases
RED LOBSTER MANAGEMENT LLC, ¹	Case No. 6:24-bk-02486-GER Lead Case
	Jointly Administered with
RED LOBSTER RESTAURANTS LLC,	Case No. 6:24-bk-02487-GER
RLSV, INC.,	Case No. 6:24-bk-02488-GER
RED LOBSTER CANADA, INC.,	Case No. 6:24-bk-02489-GER
RED LOBSTER HOSPITALITY LLC,	Case No. 6:24-bk-02490-GER
RL KANSAS LLC,	Case No. 6:24-bk-02491-GER
RED LOBSTER SOURCING LLC,	Case No. 6:24-bk-02492-GER
RED LOBSTER SUPPLY LLC,	Case No. 6:24-bk-02493-GER
RL COLUMBIA LLC,	Case No. 6:24-bk-02494-GER
RL OF FREDERICK, INC.,	Case No. 6:24-bk-02495-GER
RED LOBSTER OF TEXAS, INC.,	Case No. 6:24-bk-02496-GER

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

RL MARYLAND, INC.,
 RED LOBSTER OF BEL AIR, INC.,
 RL SALISBURY, LLC,
 RED LOBSTER INTERNATIONAL HOLDINGS LLC,

Case No. 6:24-bk-02497-GER
 Case No. 6:24-bk-02498-GER
 Case No. 6:24-bk-02499-GER
 Case No. 6:24-bk-02500-GER

Debtors.

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
 AND ORDER (I) APPROVING THE ADEQUACY OF
 THE DISCLOSURE STATEMENT ON A FINAL BASIS, (II)
 CONFIRMING THE JOINT CHAPTER 11 PLAN FOR RED LOBSTER
 MANAGEMENT LLC AND ITS DEBTOR AFFILIATES, (III) SETTING
 DEADLINES, AND (IV) SETTING POST-CONFIRMATION STATUS CONFERENCE**

THIS CASE came before the Court (the "Bankruptcy Court" or "Court") on the 5th day of September, 2024, at 10:00 a.m. prevailing Eastern Time (the "Confirmation Hearing") in Orlando, Florida to consider (x) on a final basis, the adequacy of the Disclosure Statement,² and (y) confirmation of the *Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates*, dated July 29, 2024 [ECF No. 733] (as amended pursuant to that certain *Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates*, dated as of August 22, 2024 [ECF No. 941, Exhibit H], and as further amended by that *Second Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates*, dated as of September 4, 2024 [ECF No. 1124], and as further amended, supplemented or otherwise modified from time to time, the "Plan") filed by the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"). The Court has further considered the following in further support of confirmation of the Plan and entry of this order (the "Confirmation Order"):

- (i) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing,*
- (ii) *Authorizing the Debtors to Use Cash Collateral On a Limited Basis,*
- (iii) *Granting Liens and Providing Superpriority Administrative Expense Status,*
- (iv) *Granting Adequate Protection,* (v) *Modifying the Automatic Stay, and*

² Capitalized terms not defined herein shall have the meanings set forth in the Plan.

- (VI) *Granting Related Relief*, entered June 14, 2024 [ECF No. 393] (the “Final DIP Order”);
- (ii) *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets; (II) Authorizing the Debtors to Enter Into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief*, entered June 14, 2024 [ECF No. 386] (the “Bidding Procedures Order”);
- (iii) *Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets*, filed June 28, 2024 [ECF No. 476], as further supplemented by the *First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets* [ECF No. 484] (collectively, the “Cure Notice”);
- (iv) *Order Granting Debtors’ Expedited Motion for Entry of an Order (I) Conditionally Approving Disclosure Statement For the Proposed Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates, (II) Approving the Solicitation and Voting Procedures with Respect to Confirmation of the Proposed Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates, and (III) Granting Related Relief*, entered July 29, 2024 [ECF No. 736] (the “Solicitation Procedures Order”);
- (v) *Disclosure Statement for the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed July 29, 2024 [ECF No. 734] (the “Disclosure Statement”);
- (vi) *Certificate of Service re Affidavit of Publication in the Wall Street Journal With Respect to Notice of Joint Hearing to Consider (I) Final Approval Concerning Adequacy of the Disclosure Statement for Debtors’ Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates and (II) Confirmation of Debtors’ Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates (Including the Approval of Certain Release, Exculpation, and Injunction Provisions Contained Therein)*, filed August 2, 2024 [ECF No. 777] (the “Proof of Publication”);
- (vii) *Notice of (I) Cancellation of Auction and (II) Designation of Successful Bidder*, filed July 22, 2024 [ECF No. 645];
- (viii) *Plan Supplement to Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed August 22, 2024 [ECF No. 941] (collectively with the Plan Supplement Amendment (defined below), the “Plan Supplement”) which, among other things, appends a schedule of Retained Causes of Action as Exhibit C,

Amended Assumed Executory Contracts and Unexpired Leases Lists as Exhibit D, a Plan Administrator Agreement as Exhibit E and a GUC Trust Agreement as Exhibit F;

- (ix) *Notice of (I) Filing Exhibit I to Plan Supplement; and (II) Selection of Plan Administrator*, filed August 26, 2024 [ECF No. 972] (the “Plan Supplement Amendment”);
- (x) *Amended and Restated Purchase Agreement*, dated as of August 22, 2024, by and among Red Lobster Management LLC and certain of its subsidiaries named herein and RL Investor Holdings LLC as Purchaser [Plan Supplement, Exhibit A] (the “Purchase Agreement”);
- (xi) *Debtors’ Notice of Intent to Proceed with Reorganized Equity Sale*, filed on August 30, 2024 [ECF No. 1055] (the “Reorganized Equity Sale Notice”);
- (xii) *Declaration of Emily Young, On Behalf of Epiq Corporate Restructuring, LLC, Regarding Solicitation and Tabulation of Ballots Cast on Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed September 3, 2024 [ECF No. 1101] (the “Tabulation Declaration”);
- (xiii) *Declaration of Nicholas Haughey in Support of the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed August 29, 2024 [ECF No. 1039] (the “Haughey Declaration”);
- (xiv) *Declaration of Teri Stratton in Support of the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed August 29, 2024 [ECF No. 1040] (the “Stratton Declaration”);
- (xv) *Memorandum of Law in Support of Confirmation of Debtors’ Amended Joint Chapter 11 Plan*, filed by the Debtors on August 29, 2024 [ECF No. 1041] (the “Confirmation Memorandum”);
- (xvi) *Memorandum of Law in Reply to Objections to Confirmation of Debtors’ Amended Joint Chapter 11 Plan*, filed September 3, 2024 [ECF No. 1102] (the “Debtors’ Reply Brief”);
- (xvii) *The Official Committee of Unsecured Creditors’ Response to the United States Trustee’s Objection to Confirmation of Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates*, filed September 3, 2024 [ECF No. 1098] (the “Committee Response”);
- (xviii) The affidavits or other proofs of service of notices with respect to the Confirmation Hearing, cure amounts (the “Cure Amounts”) of Executory Contracts and Unexpired Leases to be assumed, and solicitation of voting on the Plan (the “Solicitation Service Filings”).

The Bankruptcy Court having (i) conducted the Confirmation Hearing to consider on a

final basis, the adequacy of the Disclosure Statement, and confirmation of the Plan, pursuant to Bankruptcy Rule 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code, as set forth in the Solicitation Procedures Order; (ii) reviewed the Plan, Disclosure Statement, all of the other documents listed above, and all other filed pleadings, exhibits, affidavits, hearing transcripts, documents, filings and other evidence regarding confirmation of the Plan, including all objections, statements and reservations of rights; (iii) heard the statements, oral representations and arguments made by counsel in respect of confirmation of the Plan and the objections thereto; and (iv) taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases and other relevant proceedings, all of which are incorporated herein,

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of final approval of the Disclosure Statement and confirmation of the Plan and other evidence presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, it is DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings of fact and conclusions of law set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. This Court incorporates by reference all findings of fact and conclusions of law set forth on the record at the Confirmation Hearing as

if set forth fully herein. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Final approval of the Disclosure Statement, confirmation of the Plan, and approval of any and all resolutions, settlements, and/or agreements provided for therein, are each core proceedings within the meaning of 28 U.S.C. § 157(b) and the Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution. The Bankruptcy Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. The Debtors are proper plan proponents under sections 1121(a) and (c) of the Bankruptcy Code.

C. Commencement and Joint Administration of the Debtors' Chapter 11 Cases. On May 19, 2024 (the "Petition Date"), each of the above-captioned Debtors commenced a case under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). By prior order of this Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

D. Appointment of Creditors' Committee. On May 31, 2024, the U.S. Trustee appointed an official committee of unsecured creditors in these Chapter 11 Cases [ECF No. 250] (the "Committee").

E. Judicial Notice. The Bankruptcy Court takes judicial notice of (and deems admitted into evidence for purposes of confirmation of the Plan) the docket of these Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court or its duly appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, all adversary proceedings and all evidence and arguments made, proffered or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

Filing of Disclosure Statement and Plan

F. Adequacy of Disclosure Statement. The Disclosure Statement contains “adequate information,” as such term is defined in section 1125(a) of the Bankruptcy Code and is used in Bankruptcy Code section 1126(b)(2), with respect to the Debtors’ Plan and the transactions contemplated therein, and is approved on a final basis.

G. Modifications to Plan. The modifications made to the Plan since the entry of the Solicitation Procedures Order, as reflected at Exhibit H of ECF No 941 and as further set forth herein, are consistent with all of the provisions of the Bankruptcy Code, including sections 1122, 1123, 1125, and 1127 of the Bankruptcy Code. The modifications do not adversely affect the proposed treatment of any holder of a Claim or Interest. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code, none of the modifications require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code in accordance with Bankruptcy Rule 3019. The filing of the modifications to the Plan, as reflected in Exhibit H of the Plan Supplement, and the discussion of the modifications on the record at or prior to the Confirmation Hearing, constitute due and sufficient notice of any and all such modifications. No additional solicitation or disclosure is required on account of such modifications, and such modifications are deemed accepted by all holders of Claims and Interests

who voted to accept the Plan or who are deemed to have accepted the Plan. Therefore, the Plan as modified shall constitute the Plan submitted for confirmation.

Plan Supplement

H. The filing and notice of the Plan Supplement and any amended or revised versions in connection therewith were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and in compliance with the provisions of the Plan, the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and applicable non-bankruptcy law, rules and regulations, and no other or further notice is or shall be required.

I. Subject to the terms of the Plan and the terms of the documents included in the Plan Supplement, the Debtors' rights to alter, amend, update or modify any of the documents contained in the Plan Supplement before the Plan Effective Date are reserved.

Solicitation of the Plan and Voting Results

J. Publication of Confirmation Hearing Notice. On August 1, 2024, the Debtors, as evidenced by the Proof of Publication, caused the Confirmation Hearing Notice (in a form suitable for publishing in a newspaper) to be published in the *Wall Street Journal*.

K. Solicitation and Notice. On July 29, 2024, the Bankruptcy Court entered the Solicitation Procedures Order, which, among other things, conditionally approved the Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125(a)(1) of the Bankruptcy Code, and established procedures for the Debtors' solicitation and tabulation of votes on the Plan.

L. Service of Solicitation Package, including Confirmation Hearing Notice. The Debtors, through the Solicitation Agent, caused the solicitation packages, including the Solicitation Procedures Order (without exhibits), the Confirmation Hearing Notice, and applicable ballot(s) (the "Ballots") or Notice of Non-Voting Status (as such term is used in the Solicitation

Procedures Order), to be served and distributed as required by the Solicitation Procedures Order, Bankruptcy Code section 1125, Bankruptcy Rules 3017 and 3018, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Middle District of Florida (the “Local Rules”), all other applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and all other applicable rules, laws and regulations applicable to such solicitation. The solicitation packages were transmitted to all creditors entitled to vote on the Plan and sufficient time was prescribed for creditors to accept or reject the Plan. The transmittal of the solicitation packages and Ballots was adequate and sufficient under the circumstances and no other or further notice is or shall be required.

M. Notice of Cure Objection Deadline. On (i) June 28, 2024, as evidenced by the *Certificate of Service*, dated July 3, 2024 [ECF No. 492], and (ii) July 2, 2024, as evidenced by the *Certificate of Service*, dated July 5, 2024 [ECF No. 498], certain counterparties to Executory Contracts and Unexpired Leases were served by the Solicitation Agent with the Cure Notice, which constituted notice of the Debtors’ potential assumption or assumption and assignment of the identified Executory Contracts and Unexpired Leases, proposed prepetition Cure Amounts relating thereto, and the applicable deadline to object to assumption/assignment or the proposed Cure Amounts.

N. Resolution of Cure Objections. Following filing of the Cure Notice, the Debtors received formal and informal objections to the Cure Amounts listed on the Cure Notice (collectively, the “Cure Objections”). The Debtors have resolved all filed Cure Objections except those Cure Objections filed by (i) EEC Acquisition, LLC d/b/a Smart Care Equipment Solutions and Restaurant Equipment Maintenance Company LLC d/b/a/ REMCO at ECF No. 521, as amended at ECF No. 597, and (ii) Johnson Controls Security Solutions, LLC, *et al.* at ECF 546

(collectively, the “Unresolved Cure Objections”).³ Due to the voluminous nature of the invoices involved in the Unresolved Cure Objections, the Debtors need additional time to resolve the Unresolved Cure Objections. The final evidentiary hearing on the Unresolved Cure Objections, if necessary, is scheduled for **October 16, 2024 at 1:30 p.m. prevailing Eastern Time at the United States Bankruptcy Court, 400 W. Washington Street, 6th Floor, Courtroom 6D, Orlando, Florida 32801** (the “Continued Cure Evidentiary Hearing”). The Debtors will file a status report at least two (2) days prior to the Continued Cure Evidentiary Hearing apprising the Court of the status of the Unresolved Cure Objections.

O. Confirmation Hearing Notice. Adequate and sufficient notice of the Confirmation Hearing was provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order. All parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

P. Solicitation. Solicitation for votes on the Plan occurred after disclosure of “adequate information” as defined in section 1125(a)(1) of the Bankruptcy Code, in good faith, and in compliance with Bankruptcy Code sections 1125 and 1126, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Solicitation Procedures Order, the Local Rules, all other applicable provisions of the Bankruptcy Code and Bankruptcy Rules, and all other applicable rules, laws, and regulations applicable to such solicitation. Pursuant to the Solicitation Procedures Order, the Debtors transmitted Solicitation Packages to those holders of Claims and Interests entitled to

³ Certain of the Cure Objections relate to Unexpired Leases or Executory Contracts that the Debtors are rejecting, including those Cure Objections (i) filed by Thai Union Public Company Limited and Tri-Union Frozen Products, Inc. at ECF No. 533; (ii) filed by Rubin Postaer and Associates, Inc. at ECF No. 559; and (iii) filed by R&H Properties at ECF No. 584. As a result, such Cure Objections are moot.

vote on the Plan as of the Voting Record Date (as defined in the Solicitation Procedures Order). As evidenced by the Tabulation Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

Q. Voting. Votes on the Plan were solicited after disclosure of “adequate information” as defined in section 1125 of the Bankruptcy Code. On September 3, 2024, the Solicitation Agent filed the Tabulation Declaration. The Tabulation Declaration provides complete transparency as to the voting and tabulation procedures and reflects compliance by the Debtors, in reaching the determinations reflected therein, with the requirements of Bankruptcy Code sections 1126(c) and (d) and Bankruptcy Rule 3018(a) and (c). As reflected by the Tabulation Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Confirmation

R. Bankruptcy Rule 3016. The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

S. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with all applicable provisions of the Bankruptcy Code as required by Bankruptcy Code section 1129(a)(1), including compliance with Bankruptcy Code sections 1122 and 1123.

(i) Bankruptcy Code Section 1122 – Proper Classification. The Plan properly classifies claims and equity interests in satisfaction of Bankruptcy Code section 1122. Article III of the Plan sets forth five classes of claims and one class of interests, as follows: Miscellaneous Secured Claims (Class 1), Other Priority Claims (Class 2), Prepetition Term Loan Claims (Class 3), General Unsecured Claims (Class 4), Intercompany Claims (Class 5), and Interests in

the Debtors (Class 6). Valid reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and, accordingly, the Plan properly classifies claims and equity interests, satisfying the requirements of Bankruptcy Code section 1122.

(ii) Bankruptcy Code Section 1123(a)(1) - Designation of Classes of Non-Priority Claims and Interests. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(1) by designating classes of Claims and Interests, and by not classifying Administrative Expense Claims (entitled to priority under Bankruptcy Code section 507(a)(2)) or Priority Tax Claims (entitled to priority under Bankruptcy Code section 507(a)(8)). Article II of the Plan separately specifies the statutorily required treatment for Administrative Expense Claims and Priority Tax Claims.

(iii) Bankruptcy Code Section 1123(a)(2) – Specified Classes of Unimpaired Claims. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(2) by specifying that Class 1 (Miscellaneous Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired.

(iv) Bankruptcy Code Section 1123(a)(3) – Treatment of Impaired Claims and Interests. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(3) by specifying the treatment of the Impaired Claims and Interests in Class 3 (Prepetition Term Loan Claims), Class 4 (General Unsecured Claims), Class 5 (Intercompany Claims), and Class 6 (Interests).

(v) Bankruptcy Code section 1123(a)(4) – No Discrimination. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(4) by providing identical treatment for all holders of Claims or Interests within each Class unless a holder of a Claim or Interest in that Class agrees or agreed to less favorable treatment for such Claim or Interest.

(vi) Bankruptcy Code section 1123(a)(5) – Adequate Means for Plan Implementation. Pursuant to the Reorganized Equity Sale Notice, the Debtors have advised this

Court that the Purchaser intends to proceed with a Sale Transaction in the form of a Reorganized Equity Sale. If consummated, the Reorganized Equity Sale will result in the preservation of as many as 545 restaurant locations in the United States, Canada, and franchised locations in Asia and Latin America. The Reorganized Debtors will continue to employ as many as 32,000 people. The Plan provides adequate and proper means for the implementation of the Sale Transaction (in particular, the Reorganized Equity Sale) as required by section 1123(a)(5) of the Bankruptcy Code. The Plan satisfies Bankruptcy Code section 1123(a)(5) by setting forth the means of its implementation in, among other provisions, Article IV of the Plan, as well as in the various documents and agreements set forth in the Plan Supplement.

(vii) Bankruptcy Code section 1123(a)(6) – Non-Voting Equity Securities.

Article IV.B.2(c) of the Plan expressly provides for compliance with such section, thereby satisfying Bankruptcy Code section 1123(a)(6).

(viii) Bankruptcy Code section 1123(a)(7) – Directors and Officers. The Debtors

have properly and adequately disclosed the identity and affiliations of the individuals proposed to serve on or after the Plan Effective Date as officers or directors of the Reorganized Debtors, as set forth in article IV.C.6 of the Plan, in the Plan Supplement and/or the Plan Supplement Amendment, thereby satisfying Bankruptcy Code section 1123(a)(7). The identification, appointment, employment, or manner of selection of such individuals or entities and the proposed compensation and indemnification arrangements for officers and directors are consistent with the interests of holders of Claims and Interests and with public policy.

(ix) Additional Plan Provisions (11 U.S.C. §1123(b)). The other provisions of

the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code. The failure to specifically address a

provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order.

(x) Bankruptcy Code section 1123(b)(1) – Claims. The Plan is consistent with Bankruptcy Code section 1123(b)(1) because under Article III of the Plan, Class 1 (Miscellaneous Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired and treated as the Bankruptcy Code requires, while Class 3 (Prepetition Term Loan Claims), Class 4 (General Unsecured Claims), Class 5 (Intercompany Claims), and Class 6 (Interests) are Impaired based on the Plan’s modification of the rights of the holders of Claims and Interests within such Classes.

(xi) Bankruptcy Code section 1123(b)(2) – Executory Contracts and Unexpired Leases. The Plan is consistent with Bankruptcy Code section 1123(b)(2) because article V.A of the Plan addresses the assumption and rejection of Executory Contracts and Unexpired Leases.

(xii) Bankruptcy Code section 1123(b)(3) – Settlement, Releases, Exculpation, Injunction and Preservation of Claims and Causes of Action. This Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the compromise and settlement, release, exculpation, and injunction provisions set forth in articles VIII.A through and including VIII.E of the Plan. The Plan is consistent with Bankruptcy Code section 1123(b)(3) because the Plan’s discretionary provisions, including certain release and exculpation provisions, are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

a. Debtors’ Release. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, the releases of Claims and Causes of Action by the Debtors described in article VIII.A.2 of the Plan (the “Debtors’ Release”) represent a valid exercise of the Debtors’ business judgment. The Debtors’ pursuit of any such claims against the Released Parties is not in the best interests of the Estates’ various constituencies and is fair and equitable. The Plan, including the

Debtors' Release, was negotiated by sophisticated parties represented by able counsel and financial advisors. The Debtors' Release is, therefore, the result of an arm's length negotiation and appropriately offers protection to parties that participated in the Debtors' restructuring process. Specifically, the Released Parties under the Plan made significant concessions and contributions to the Chapter 11 Cases, including, as applicable, entering into the RSA and related term sheet and agreements, the Restructuring Transactions and related agreements, actively supporting the Plan and the Chapter 11 Cases, settling and compromising substantial rights and Claims against the Debtors under the Plan and providing postpetition financing, as the case may be. The Debtors' Release for the Debtors' current directors, managers, and officers is appropriate because the Debtors' directors, managers, and officers share an identity of interest with the Debtors, supported the Plan and the Chapter 11 Cases, actively participated in meetings, negotiations, and implementation of the restructuring and sale processes during the Chapter 11 Cases, and have provided other valuable consideration to the Debtors in the period leading up to and throughout the Chapter 11 Cases. The scope of the Debtors' Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtors' Release to the Plan, the Debtors' Release is appropriate.

b. Third Party Release. The release by the Releasing Parties (the "Third Party Release"), set forth in article VIII.A.3 of the Plan, is an essential provision of the Plan. The Third Party Release is: (1) consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of the claims and Causes of Action released by the Third Party Release (see article VIII.A.3 of the Plan); (4) mutually beneficial to, and in the best interests of, the Debtors, their Estates, and their

stakeholders, and is important to the overall objectives of the Plan to finally resolve certain Claims among or against certain parties in interest in the Chapter 11 Cases; (5) fair, equitable and reasonable; (6) given and made after due notice and opportunity for hearing; (7) a bar to any of the Releasing Parties asserting any claim or Cause of Action released by the Third Party Release against any of the Released Parties; and (8) consistent with sections 105, 524, 1123, 1129 and 1141 and other applicable provisions of the Bankruptcy Code. Like the Debtors' Release, the Third Party Release facilitated participation of the Released Parties in both the Plan and the Chapter 11 Cases generally. The Third Party Release is instrumental to and an integral part of the Plan, the Restructuring Transactions it implements, and was critical in incentivizing the Released Parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The Third Party Release was instrumental in developing a plan that maximized value for all of the Debtors' stakeholders and preserved the Debtors' business as a going concern. The Third Party Release appropriately offers certain protections to parties who constructively participated in the Chapter 11 Cases. The projected recovery under the Plan for holders of Class 3 and 4 Claims derives from the global resolution outlined in the Final DIP Order and embodied in the Plan, and the releases contemplated therein, which are also the result of the agreement of parties to such settlement that bargained, in exchange, to be Released Parties under the Plan. Further, the Third Party Release is consensual as the definition of Releasing Parties does not include any holder of Claims who did not affirmatively vote in support of the Plan, and the release provisions of the Plan were conspicuous in the Confirmation Hearing Notice, the Plan, the Disclosure Statement, the Ballots and the Notice of Non-Voting Status. There is an identity of interests between the Debtors and the entities that will benefit from the Third Party Release. Each of the Released Parties, as stakeholders and critical participants in the Chapter 11

Cases, share a common goal with the Debtors in seeing the Plan succeed and the Restructuring Transactions consummated. The scope of the Third Party Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the Third Party Release. Among other things, the Plan provides appropriate and specific disclosure with respect to the claims and Causes of Action that are subject to the Third Party Release, and no other disclosure is necessary. In light of the foregoing, the Third Party Release is appropriate.

c. Exculpation, Injunction and Preservation of Claims and Causes of Action. The exculpation, injunction, and preservation of Claims and Causes of Action provisions are integral to the Plan and the Restructuring Transactions it implements and were critical in incentivizing parties in interest to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The exculpation, injunction, and preservation of Claims and Causes of Action provisions are key components of developing a plan that maximized value for all of the Debtors' stakeholders and preserved the Debtors' business as a going concern, and are appropriately tailored to the facts and circumstances of the Chapter 11 Cases.

T. Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code (including sections 1125 and 1126), the Bankruptcy Rules (including Bankruptcy Rules 3017 and 3018), the Solicitation Procedures Order, and other Orders of this Court, thereby satisfying Bankruptcy Code section 1129(a)(2). Additionally, the Debtors are proper debtors under Bankruptcy Code section 109.

U. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan has been proposed in good faith and not by any means forbidden by law, and thereby complies with Bankruptcy Code

section 1129(a)(3). The Plan (i) is the result of extensive, good faith, arm's length negotiations among the Debtors, the Prepetition Term Loan Parties, and the Committee, (ii) bears the support of a Class of impaired creditors (Class 3 Prepetition Term Loan Claims), and (iii) implements a result that is in keeping with (and, indeed, central to) the goals of the Bankruptcy Code. Indeed, the Plan is designed to rehabilitate the Red Lobster restaurant chain, de-lever its balance sheet, and optimize its financial performance going forward, thereby maximizing the going concern value of the enterprise for the benefit of all stakeholders. The Plan contains only provisions that are consistent with the Bankruptcy Code.

V. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Pursuant to the interim compensation procedures previously approved by this Court and established in these Chapter 11 Cases pursuant to section 331 of the Bankruptcy Code, all payments made or to be made by the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, this Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

W. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliation of any individuals proposed to serve after confirmation of the Plan have been disclosed, as the name of the (i) GUC Trustee has been disclosed in the Form of GUC Trust Agreement which was attached to the Plan Supplement as Exhibit F; and (ii) Plan Administrator has been disclosed in the Plan Supplement Amendment, both filed prior to the Confirmation Hearing. As such, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

X. No Rate Changes (11 U.S.C. § 1129(a)(6)). No governmental regulatory commission has jurisdiction, after confirmation of the Plan, over the rates of the Debtors. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable in these Chapter 11 Cases.

Y. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). As demonstrated by the Haughey Declaration, the Stratton Declaration, the Tabulation Declaration and the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, the “best interests of creditors” test of Bankruptcy Code 1129(a)(7) is satisfied as to all holders of Claims and Interests in Impaired Classes under the Plan because each such holder of a Claim or Interest is projected and estimated to receive or retain under the Plan a distribution of not less than the distribution that such holder is projected and estimated to receive if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code. Because the non-accepting holders would not receive any greater recovery in a chapter 7 liquidation than under the Plan, the Plan satisfies the “best interests of creditors” test.

Z. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Bankruptcy Code section 1129(a)(8) is satisfied because Class 1 (Miscellaneous Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired, were not entitled to vote and are deemed to have accepted the Plan pursuant to the conclusive presumption mandated by Bankruptcy Code section 1126(f) and, as reflected in the Tabulation Declaration and based on votes tabulated in accordance with Bankruptcy Code section 1126(c) and (d) and Bankruptcy Rule 3018(a) and (c), the Plan has been accepted by Class 3 (Prepetition Term Loan Claims).

AA. Treatment of Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims and Priority Tax Claims pursuant to Article II of the Plan satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

BB. Acceptance By At Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). 100% of the voting members of Class 3 (Prepetition Term Loan Claims), exclusive of any claims of Insiders (as defined in the Bankruptcy Code), all of which are Impaired under the Plan and entitled to vote, have unanimously voted in favor of the Plan, therefore satisfying the requirements of Bankruptcy Code section 1129(a)(10).

CC. Feasibility of the Plan (11 U.S.C. § 1129(a)(11)). The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and set forth in the Haughey Declaration and the Stratton Declaration: (i) is persuasive and credible; (ii) has not been controverted by other evidence; and (iii) establishes that the Plan is feasible. As a result, there is a reasonable likelihood that the Debtors, Reorganized Debtors, the Wind-Down Debtors, and/or GUC Trust, as the case may be, will meet their respective financial obligations under the Plan. Confirmation of the Plan is not likely to be followed by any additional liquidation or need for further financial reorganization of the Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

DD. Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12)). All fees payable under section 1930 of title 28 of the United States Code (the “UST Fees”) have been or will be paid on or after the Plan Effective Date, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code. After the Plan Effective Date, such fees shall only be payable until such time as a final decree is entered closing the Chapter 11 Cases, a Final Order converting such cases to cases under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing the Chapter 11 Cases is entered. As set forth herein, after the Plan Effective Date, the Debtors, the Wind-Down Debtors, and the Reorganized Debtors, as applicable, shall pay the appropriate sums required pursuant to 28 U.S.C. § 1930(a)(6), when due and payable, and shall file with the Bankruptcy

Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, until the earliest of the date on which the final Chapter 11 Cases are converted, dismissed, or closed. Notwithstanding any term or provision in the Plan, the Plan Supplement, or this Confirmation Order, the Court retains jurisdiction over, and the U.S. Trustee and the GUC Trust each reserves all of their respective rights concerning, any and all disputes and issues that may arise relating to UST Fees on (and reporting obligations relating to) disbursements of any GUC Trust Assets and GUC Litigation Proceeds. Either the U.S. Trustee or the GUC Trust may seek appropriate relief from the Court in the event disputes or issues arise relating to UST Fees on (or reporting obligations relating to) disbursements of GUC Trust Assets and GUC Litigation Proceeds

EE. Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtors have no obligations with respect to retiree benefits. Accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

FF. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

GG. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals. Accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

HH. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are moneyed, business, or commercial corporations, and/or partnerships, as the case may be. Accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

II. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Debtors have satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to Class 4 (General Unsecured Claims) (the “Rejecting Class”) and Class 5 (Intercompany Claims) and Class 6 (Interests) (the “Presumed Rejecting Classes,” and collectively with the Rejecting Class, the “Rejecting Classes”). Based on the evidence proffered or adduced at the Confirmation Hearing and in the Haughey Declaration, the Plan does not discriminate unfairly with respect to the Rejecting Classes, as required by section 1129(b)(1) of the Bankruptcy Code, because the legal rights of such Claims and Interests held in the Rejecting Classes are substantially dissimilar from the Classes of Claims receiving distributions under the Plan as well as substantially similar to each other within, respectively, Classes 4, 5 and 6. Further, the Plan is fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code because, notwithstanding the fact that the Rejecting Classes have not accepted the Plan, (i) the treatment provided under the Plan to Class 4 contemplates the possibility of a Distribution depending on the outcome of the liquidation of the Equityholder Litigation Claims, and (ii) no holder of a Claim or Interest that is junior to the Claims in Classes 4 or 5 or junior to the Interests in Class 6 will receive or retain any property on account of such Claim or Interest. Accordingly, the Plan may be confirmed even though section 1129(a) of the Bankruptcy Code is not fully satisfied.

JJ. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these Chapter 11 Cases for each of the Debtors. Accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

KK. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The Plan satisfies the requirements of Bankruptcy Code section 1129(d) because it reflects a consensual restructuring

and Sale Transaction negotiated among the Debtors, the Prepetition Term Loan Parties, and the Committee to sell the Debtors' business operations as a going-concern with an improved capital structure and distribute the Sale Proceeds in accordance with the Plan. The principal purpose of the Plan is not, therefore, the avoidance of taxes or avoidance of the requirements of section 5 of the Securities Act of 1933, and there has been no filing by any governmental agency asserting such avoidance.

LL. Small Business Case (11 U.S.C. §1129(e)). None of the Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

MM. Good Cause Exists to Waive the Stay of the Order. Good cause exists for waiving and eliminating any stay of the Confirmation Order pursuant to Bankruptcy Rules 3020, 6004, and 6006 so that the Confirmation Order will be effective immediately upon its entry. Moreover, cause also exists to waive the fourteen-day stay under Bankruptcy Rule 3020(e) based on the absence of unresolved objections of any holder of a Claim or Interest. As a result, no party will likely be seeking to obtain a stay on implementation of the Confirmation Order pending appeal, and an automatic temporary stay is not needed to protect any appellate rights.

NN. Burden of Proof and Satisfaction of Confirmation Requirements. Based upon the foregoing, the Debtors, as proponents of the Plan, have met their burden of proving compliance with each element of Bankruptcy Code sections 1125 and 1129(a) and (b) by a preponderance of the evidence.

OO. Good Faith. The Debtors, the Purchaser, the Committee, the DIP Lenders, and the Prepetition Term Loan Parties, and each of their respective members, employees, officers, directors, agents, advisors, attorneys, and financial advisors, have acted in good faith and in

compliance with the applicable provisions of the Bankruptcy Code pursuant to sections 363(m), 1125(e), and 1129(a)(3) of the Bankruptcy Code, with respect to the administration of the Plan, the solicitation of acceptances with respect thereto, and the property to be distributed thereunder and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation, injunction, and release provisions set forth in the Plan.

PP. Conduct of the Marketing and Sale Process. As demonstrated by the Stratton Declaration, the prepetition and postpetition marketing and sale process described in the First Day Declaration and authorized in the Bidding Procedures Order was implemented, conducted, and executed in a good faith manner in accordance with the Bidding Procedures Order. On or about August 22, 2024, the Debtors and the Purchaser entered into an amended and restated Purchase Agreement, which replaced and superseded the Stalking Horse Purchase Agreement. The Amended and Restated Purchase Agreement is the Purchase Agreement. The Purchase Agreement allows for the possibility of a Sale Transaction either by way of asset sale pursuant to section 363 of the Bankruptcy Code or through the Plan by way of Reorganized Equity Sale. The Purchase Agreement and the transactions contemplated thereby were negotiated at arm's length and entered into by the Debtors and the Purchaser in good faith. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is entitled to the protections afforded a good faith purchaser under section 363(m) of the Bankruptcy Code.

QQ. Consideration for Purchased Assets. The Debtors have adequately marketed the Purchased Assets for sale, and the consideration to be received by the Debtors under the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offered for the Purchased Assets, and (iii) constitutes reasonably equivalent value and fair and reasonable consideration under the

Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, and the District of Columbia.

RR. Liquor Licenses. Alcohol purchases and sales currently are conducted by the Debtors at locations that will continue to be operated by the Reorganized Debtors, the Purchaser or their respective affiliates, as applicable, after the Plan Effective Date (such locations, collectively, the “Retained Locations”). Such purchases and sales of alcohol are made pursuant to the respective alcoholic beverage licenses governing such purchases and sales at each such Retained Location (collectively, the “Liquor Licenses”). The purchase and sale of alcohol is an important component of the operation of the Retained Locations. This Court finds that it is in the best interests of the Debtors’ Estates and all other parties in interest for alcohol purchases and sales to continue uninterrupted during the transition of operation of the Retained Locations pursuant to the Plan, subject to reasonable, timely and good faith efforts to either transfer existing Liquor Licenses (as well as Liquor Licenses associated with closed stores) or apply for new liquor licenses equivalent to the Liquor Licenses that are not subject to transfer.

SS. GUC Trust is Not a Successor to the Debtors. Except with respect to the rights provided to the GUC Trust (including, but not limited to the Equityholder Litigation Claims), the GUC Trust shall not be the successor to the Debtors and their Estates. Except with respect to the rights of the GUC Trust expressly provided for in the Plan (including, but not limited to, the investigation and pursuit of the Equityholder Litigation Claims), the GUC Trust Agreement and this Confirmation Order, (i) the GUC Trust shall not assume, incur or be responsible for any claims or liabilities of the Debtors or any of their affiliates, and (ii) the GUC Trust shall not be, nor deemed to be, a successor or successor in interest of the Debtors, nor incur any successor or transferee liability of any kind, nature or character, including, without limitation, in relation to (a) any and

all liabilities arising or resulting from or relating to the transactions contemplated by the Plan, (b) any and all Claims, Liens, liabilities, encumbrances, charges and other interests arising from or relating to any conduct, liabilities, or obligations of the Debtors, and (c) any and all Claims, Liens, liabilities, encumbrances, charges and other interests and any and all right, title, and interests related thereto, of governmental entities relating to any tax or similar liabilities.

TT. No Successor Liability for Purchaser or Reorganized Debtors. By consummating the Sale Transaction (via a Reorganized Equity Sale), neither the Purchaser nor the Reorganized Debtors are a mere continuation of any or all of the Debtors or the Estates, and there is no continuity or identity of ownership, and, with respect to the Wind-Down Debtors and RL Management, no continuity of enterprise. Neither the Purchaser nor the Reorganized Debtors or their respective affiliates are successors to the Debtors or the Estates by reason of any theory of law or equity, and the Sale Transaction (via a Reorganized Equity Sale) does not amount to a consolidation, merger, or *de facto* merger. Neither the Purchaser nor the Reorganized Debtors or their respective affiliates are or should be deemed to be an alter ego, a mere continuation, or substantial continuation of the Debtors or the Estates. Except for the Assumed Liabilities set forth in the Purchase Agreement, neither the Purchaser nor the Reorganized Debtors have agreed to assume or in any way be responsible for any obligation or liability of the Debtors and/or the Estates.

UU. Plan Modifications.

- i. Article V.B of the Plan is stricken and replaced with the following:

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Plan Effective Date, constitute the Bankruptcy Court's approval of the assumptions, assignments or rejections, as applicable, of the Executory Contracts and Unexpired Leases under the Plan. Any motion of the Debtors to assume an Executory Contract or Unexpired Lease pending on the Plan Effective Date

shall be subject to approval by the Bankruptcy Court by a Final Order.

Notwithstanding anything to the contrary in the Plan, the Debtors and the Reorganized Debtors, as applicable, reserve the right to amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to such list at any time prior to the Plan Effective Date (with respect to Executory Contracts) or the date of entry of the Confirmation Order (with respect to Unexpired Leases), as applicable, unless it is a Post-Confirmation Date Negotiated Lease, as defined in the Confirmation Order, subject to the consent of the Purchaser. The Debtors or the Reorganized Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their counterparties affected thereby.

- ii. Article V.C of the Plan is stricken and replaced with the following:

Unless otherwise provided by a Final Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court shall be released, discharged, and forever barred from assertion, and such Claim shall not be enforceable against the Purchaser, the Debtors, the Reorganized Debtors, the Debtors' Estates, the Wind-Down Debtor(s), or the GUC Trustee, as applicable, or their respective properties (including the Purchased Assets).

- iii. Article V.D of the Plan is stricken and replaced with the following:

Pursuant to section 365(b)(1) of the Bankruptcy Code, all monetary and non-monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be fully and completely satisfied by the Purchaser or applicable Debtor(s) party to such Executory Contract or Unexpired Lease by payment of the Cure Amount in Cash on the earlier of (i) the Plan Effective Date, (ii) the consummation of a 363 Asset Sale, if applicable, or (iii) at such time and on such other terms as the parties to such Executory Contracts or Unexpired Leases may agree, with the consent of the Purchaser. In the event of an unresolved dispute

regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or Purchaser(s) (as applicable) or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption or assignment, the payment of the Cure Amount shall not be made until such time as the dispute is resolved by a Final Order.

The Debtors served on the applicable counterparties notices of proposed assumption and proposed Cure Amounts pursuant to the terms of the Bidding Procedures. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or Cure Amount must be Filed and served to be actually received by no later than the applicable objection deadline set forth in the Bidding Procedures Order or the Solicitation Procedures Order, as applicable.** Any counterparty to an Executory Contract or Unexpired Lease designated for assumption that fails to object timely to the proposed assumption, Cure Amount or adequate assurance of future performance shall be deemed to have consented to all of the foregoing.

ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. Adequate Information. The Disclosure Statement (i) contains “adequate information” (as such term is defined in section 1125(a)(1)) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (ii) is approved on a final basis.

2. Confirmation. The Plan, as further amended at ECF No. 1124, including all exhibits, and each of the documents comprising the Plan Supplement, each as may be amended, modified or supplemented from time to time prior to or after the date hereof in accordance with, and subject to the approvals and consents set forth in the Plan, and each of which are incorporated by reference into and are an integral part of this Confirmation Order (except for the documents contained in the Plan Supplement), are approved in their entirety and confirmed under section 1129 of the Bankruptcy Code, subject to the modifications set forth herein. The Debtors are authorized to take all actions necessary or appropriate to enter into, implement, and consummate

the contracts, instruments, releases, and other agreements or documents created in connection with the Plan, including (but not limited to) entry into the agreements contained in the Plan Supplement.

3. Objections. All parties in interest have had a full and fair opportunity to litigate objections to the adequacy of the Disclosure Statement and to contest confirmation of the Plan. All formal and informal objections, responses, statements, and comments in opposition to the Disclosure Statement or Plan, other than those withdrawn in their entirety prior to the Confirmation Hearing or otherwise resolved on the record of the Confirmation Hearing and/or herein, are overruled on the merits for the reasons stated on the record at the Confirmation Hearing.

4. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Bankruptcy Court that the Plan, including, without limitation, each of the documents comprising the Plan Supplement, each as may be amended, modified or supplemented from time to time after the date hereof in accordance with, and subject to the approvals and consents set forth in the Plan, be approved and confirmed in its entirety.

5. Plan Documents. The Plan, the Purchase Agreement and any amendments, modifications, and supplements thereto, the other Definitive Documents, and any other documents and agreements provided by the Debtors in support of confirmation of the Plan (including all exhibits and attachments thereto and documents referred to therein) (collectively, the “Plan Documents”), and the execution, delivery, and performance thereof by the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the Plan Administrator, the Purchaser, the GUC Trust or the GUC Trustee, as the case may be, are authorized and approved when they are finalized, executed and delivered. Without further order or authorization of this Court, the Debtors, the GUC

Trustee, and the Plan Administrator and their respective successors and agents are authorized and empowered to make all modifications to all Plan Documents that are consistent with the Plan. Execution versions of the documents comprising the Plan Documents shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms.

6. Immediate Binding Effect. Except as otherwise provided in the Plan or this Confirmation Order, notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Plan Effective Date, the terms of the Plan and the final, executed versions of the Definitive Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the GUC Trustee, the Plan Administrator, the Purchaser, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective affiliates, successors and assigns.

7. Vesting of Assets in the Reorganized Debtors, the Purchaser, the GUC Trust, and the Wind-Down Debtors. Except as otherwise provided in the Plan or this Confirmation Order, on the Plan Effective Date, all property of each Debtor's Estate, including Purchased Assets, shall vest in the Purchaser (or its designee),⁴ a Reorganized Debtor, or the GUC Trust as applicable, free and clear of all Liens, Claims, Causes of Action, charges and/or other encumbrances, purchase rights, options or rights of first refusal, and specifically: (a) all Purchased Assets shall vest in the Purchaser and the Reorganized Debtors, as applicable, free and clear of all Liens, Claims, Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal; (b) all Wind-Down Assets shall vest in the Wind-Down Debtors, free and clear of all Liens, Claims,

⁴ For the avoidance of doubt, any reference to the Purchaser shall be deemed to include any of its designees.

Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal; and (c) all GUC Trust Assets shall vest in the GUC Trust free and clear of all Liens, Claims, Causes of Action, Interests, charges or other encumbrances, purchase rights, options or rights of first refusal. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, to the extent it is impractical to effect the transfer of property to the Purchaser, the Reorganized Debtor, the GUC Trust, or the Wind-Down Debtors, as the case may be, on the Plan Effective Date, the transfer of such property (including the Liquor Licenses currently held by the Debtors) and the pre-transfer operation of the Debtors' shall be governed by the Definitive Documents, including, without limitation, the Purchase Agreement, the transition services agreement entered in connection therewith (the "Transition Services Agreement"), and this Confirmation Order. Except as may be otherwise provided in the Plan, on and after the Plan Effective Date, the Purchaser (and its designees) and the Reorganized Debtors, as applicable, may own and operate the Purchased Assets and business and may use, acquire or dispose of property without supervision, oversight or approval by the Bankruptcy Court. Likewise, on and after the Plan Effective Date, RL Management may continue to operate its business, including with respect to the performance of services under the Transition Services Agreement, to facilitate Plan administration and as may be necessary to assist the Wind-Down Debtors in connection with the winding up of their remaining affairs. Additionally, the GUC Trustee may institute, litigate, compromise, settle, liquidate, or otherwise monetize or dispose of the Equityholder Litigation Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the GUC Trust Agreement, the Plan, and this Confirmation Order. Without limiting the foregoing, from and after the Plan Effective Date, RL Management, the Wind-Down Debtors, the Purchaser, the Reorganized

Debtors, the GUC Trustee on behalf of the GUC Trust, and the Plan Administrator on behalf of RL Management and the Wind-Down Debtors, if any, shall each pay its own reasonable and documented Professionals' fees, disbursements, expenses or related support services (including reasonable and documented fees relating to the preparation of professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

8. Maintenance of Bank Accounts. The Plan Administrator, on behalf of RL Management and the Wind-Down Debtors, shall, pursuant to the Transition Services Agreement, cooperate with the Purchaser and Reorganized Debtors to (i) facilitate the transfer of certain of the Debtors' bank accounts, and (ii) transition the Debtors' cash management system and to account for and turn over all cash receipts generated by the Red Lobster business on and after the Plan Effective Date (in accordance with the Purchase Agreement). The GUC Trustee, on behalf of the GUC Trust, and the Plan Administrator, on behalf of RL Management and the Wind-Down Debtors, shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the GUC Trustee or the Plan Administrator to enable either to carry out the provisions of the Plan.

9. Free and Clear Transfers. Subject to the terms of the Plan (and Purchase Agreement), to the fullest extent permitted by the Bankruptcy Code, including, without limitation, sections 363, 1123(a)(5), and 1123(b)(4), all right, title and interest of the Debtors' and their respective Estates in and to any and all assets, property, Unexpired Leases and Executory Contracts of every kind and nature to be sold, assigned, transferred or otherwise disposed of under the Plan, including the Purchased Assets, shall be sold, assigned, transferred and disposed of free and clear of any and all Liens, Claims, Causes of Action, Interests, charges or other encumbrances, purchase rights, options, rights of first refusal and other interests of any Person or entity.

10. No Successor Liability for Purchaser or Reorganized Debtors. Neither the Purchaser (or its designees) nor the Reorganized Debtors shall be deemed or considered to (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor to the Debtors or the Estates, including a “successor employer” for purposes of the Internal Revenue Code of 1986, ERISA, or other applicable laws; (b) have any responsibility or liability for any obligations of the Debtors or the Estates, or any affiliate of the Debtors, based on any theory of successor or similar theories of liability; (c) have, *de facto* or otherwise, merged with or into any of the Debtors; (d) be an alter ego or a mere continuation or substantial continuation of any of the Debtors or the Estates (and there is no continuity of enterprise with respect to the Wind-Down Debtors and RL Management), including within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule, or regulation or doctrine. Except for the Assumed Liabilities set forth in the Purchase Agreement, neither the Purchaser (including its designees) nor the Reorganized Debtors will assume or in any way be responsible for any obligation or liability of the Debtors and/or the Estates.

11. Corporate Existence. Except as otherwise provided in the Purchase Agreement, the Plan, the Plan Supplement or this Confirmation Order, the Reorganized Debtors and the Wind-Down Debtors all shall continue to exist after the Plan Effective Date as separate legal entities, with all of the powers of corporations, limited liability companies, memberships and partnerships pursuant to the applicable laws in their states of incorporation or organization, as the case may be, subject to the terms of, and except as otherwise provided in or by, the Plan. The respective limited liability company agreements, articles or certificates of incorporation and by-laws (or other

applicable formation documents) in effect prior to the Plan Effective Date for each Debtor shall continue to be in effect after the Plan Effective Date except to the extent amended or modified in connection with the Plan. On or after the Plan Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified in accordance with their terms without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Plan Effective Date, one or more of the Wind-Down Debtors or the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or immediately prior to the Plan Effective Date, the New Organizational Documents shall be adopted automatically by the Reorganized Debtors. To the extent required under the Plan or applicable non-bankruptcy law, the Reorganized Debtors shall file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation. The New Organizational Documents shall, among other things: (1) authorize the issuance of the New Reorganized Debtor Equity and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities of the Debtors. After the Plan Effective Date, each Reorganized Debtor may amend and restate its limited liability company agreement, certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents.

12. Corporate Action. Except as otherwise provided in the Plan or this Confirmation Order, each of the Debtors, the Purchaser, the Reorganized Debtors, the Wind-Down Debtors, the

Plan Administrator, or the GUC Trustee, as applicable, may take any and all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan and the Restructuring Transactions contemplated therein. Other actions necessary to effect the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Debtors or Reorganized Debtors may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan (and Purchase Agreement) and having other terms to which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance or dissolution pursuant to applicable state or provincial law; and (d) all other actions that the applicable Debtors or Reorganized Debtors determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions. If and to the extent necessary, any controlling organization or formation documents or agreements for the Reorganized Debtors shall be deemed amended to authorize the foregoing. Prior to, on, or after the Plan Effective Date (as appropriate), all matters provided for pursuant to the Plan (and Purchase Agreement) that would otherwise require approval of the stockholders, directors, managers or members of any Debtor (as of or prior to the Plan Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after

the Plan Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, managers or members of such Debtors, or the need for any approvals, authorizations, actions, or consents of any Person. All matters provided for in the Plan involving the legal or corporate structure of any Debtor or any Reorganized Debtor, as applicable, and any legal or corporate action required by any Debtor or any Reorganized Debtor, as applicable in connection with the Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote, or other approval or authorization by the security holders, officers or directors of any Debtor or any Reorganized Debtor, as applicable, or by any other Person. On the Plan Effective Date, the appropriate officers of each Debtor and each Reorganized Debtor, as applicable, are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in the Plan (and the Purchase Agreement) in the name of and on behalf of the Debtor, and each Reorganized Debtor, as applicable, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The secretary, any assistant secretary, director, manager, or managing member of each Debtor and each Reorganized Debtor, as applicable, shall be authorized to certify or attest to any of the foregoing actions.

13. Further Assurances. The Debtors, RL Management, the Wind-Down Debtors, the Reorganized Debtors, as applicable, all holders of Claims and Interests receiving distributions hereunder and all other entities shall, from time to time, prepare, execute and deliver any

agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or this Confirmation Order. On and after the Plan Effective Date, RL Management, the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the Plan Administrator, and the GUC Trustee shall each use commercially reasonable efforts to effectuate the allocation of assets and liabilities contemplated by the Plan.

14. DIP Facility. As set forth in article II.C of the Plan and except as otherwise provided in the Plan or this Confirmation Order, on the Plan Effective Date, in full satisfaction, settlement, discharge and release of, and in exchange for, such DIP Claims (in an amount outstanding determined as of the Plan Effective Date), all DIP Claims shall be indefeasibly paid and satisfied in full (a) in the event that the Sale Transaction is consummated pursuant to the Purchase Agreement, through a credit bid by the Purchaser of all DIP Claims for the Purchased Assets in accordance with section 363(k) of the Bankruptcy Code, or (b) in the event that the Sale Transaction is consummated through a Reorganized Equity Sale conducted pursuant to the Plan, through the transfer of Purchased Assets, other specified assets, assumption and assignment of specified contracts and leases, assumption of specified liabilities, issuance of equity in the Reorganized Debtors (except in RL Management) and issuance of Takeback Loans, all in accordance with the Purchase Agreement.

15. Takeback Loans. As contemplated in article IV.A.2 and II.C of the Plan, and as provided in Exhibit J of the Plan Supplement, this Confirmation Order shall be deemed approval of the form of Takeback Loans and all transactions contemplated thereby, and authorization of all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors (except RL Management) in connection therewith, including, without limitation, the payment of all reasonable and documented fees, indemnities, and expenses provided for therein,

and authorization of the Reorganized Debtors to enter into and execute definitive documents in connection with the Takeback Loans and such other documents as may be required to effectuate the treatment afforded by the Takeback Loans (collectively, the “Takeback Loan Documents”). On the Plan Effective Date, the Reorganized Debtors (excluding RL Management) shall be and are authorized to execute and deliver the Takeback Loan Documents and any related documents, and shall be and are authorized to execute, deliver, file, record, and issue any other notes, guarantees, deeds of trust, security agreements, documents (including UCC financing statements), amendments to the foregoing, or agreements in connection therewith, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any entity, subject to any limitations set forth herein or in the Plan. The obligations of the Reorganized Debtors (and any subsidiaries or affiliates that are parties to the Takeback Loans, excluding RL Management) under the Takeback Loans shall be secured by substantially all of their assets, whether now existing or hereafter acquired. Notwithstanding the foregoing, the Takeback Loans shall not be secured by the Reorganized Debtors’ real property leases (but shall be secured by all proceeds of such leases) solely to the extent that the grant of a lien securing the Takeback Loans is prohibited or restricted by the terms of such real property lease and applicable nonbankruptcy law to attach to such real property lease. On the Plan Effective Date, all of the Liens and security interests to be granted in accordance with the Takeback Loan Documents (a) shall be deemed to be granted in good faith, for legitimate business purposes, and for reasonably equivalent value, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Takeback Loan Documents, (c) shall be deemed automatically perfected on the Plan Effective Date and have a first priority, subject only to such Liens and security interests

as may be permitted under the Takeback Loan Documents, and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. Notwithstanding anything to the contrary herein, nothing in this Confirmation Order shall authorize the Takeback Loan Documents to (i) grant a lien or other security interest in leasehold interests if it would be a default or otherwise prohibited by the underlying lease agreement, (ii) afford the lenders under the Takeback Loans any greater access rights with respect to the Reorganized Debtors' leasehold interests than those access rights permitted under (x) applicable nonbankruptcy law including, without limitation, applicable leases, (y) any prepetition or postpetition landlord waivers or consents, or (z) further order of this Court on motion and notice appropriate under the circumstances, or (iii) afford the lenders under the Takeback Loans access rights with respect the Reorganized Debtors' leasehold interests to the extent such access would violate the terms of the applicable real property lease or applicable state law.

16. Section 1145 Exemption. To the extent that any such instruments constitute "securities" under applicable securities laws, the offer and sale of the Takeback Loans and/or the New Reorganized Debtor Equity, and any stock, warrants, options or other equity securities, shall be effected without registration under Section 5 of the Securities Act, and without registration under any applicable state securities or "blue sky" law, in reliance upon the exemption from such registration requirements afforded by section 1145 of the Bankruptcy Code.

17. Cancellation of Notes, Certificates and Instruments. Except as otherwise set forth in the Purchase Agreement, the Plan or this Confirmation Order, and as set forth in article IV.A.5 of the Plan, except for the purpose of evidencing a right to a distribution under the Plan and except

as otherwise set forth in the Plan, on the Plan Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim against or Interest in the Debtors and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, the holders of or parties to such cancelled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

18. Release of Liens. Except as otherwise provided in the Purchase Agreement, the Plan, this Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Plan Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, Interests, mortgages, deeds of trust, or other security interests against the property of the Estates shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any entity. Any entity holding such Liens or Interests will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Purchaser (or its designees), Reorganized Debtors or the Wind-Down Debtors, as the case may be, such instruments of termination, release, satisfaction and/or assignment (in recordable form)

as may be reasonably requested by the Reorganized Debtors, Wind-Down Debtors, the Purchaser, the Plan Administrator, or the GUC Trustee, as the case may be.

19. Directors, Managers, and Officers. Pursuant to and in accordance with articles IV.C.6 and IV.C.8 of the Plan, effective as of the Plan Effective Date, automatically and without further action, the term of each current officer, member of the boards of directors or managers or any managing member of each Debtor, as applicable, shall expire and/or shall be deemed to have resigned, and (a) the New Board and the officers or managers of each of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents, and (b) the Plan Administrator shall be appointed as the sole manager, sole director, sole member, and sole officer of RL Management and the Wind-Down Debtors, as applicable, and shall, in accordance therewith, succeed to the powers of the Debtors' directors, managers, members, and officers. From and after the Plan Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, RL Management and the Wind-Down Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Wind-Down Debtors, the Plan Administrator, the Purchaser, or the Reorganized Debtors, as applicable, to continue the employment of any former member, manager, director, or officer, including pursuant to the Transition Services Agreement or any other agreement, in each case, to the extent permitted by applicable law.

20. Plan Administrator. The Plan Administrator shall be appointed, as of the Plan Effective Date, and have all the rights, duties and obligations as set forth in the Plan and the Plan Administrator Agreement, which is approved in all respects. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Plan Administrator shall be the representative of the Debtors' Estates with respect to RL Management, the Wind-Down Debtors, and the Wind-Down Assets, and without limiting the foregoing, the Plan Administrator shall (a) cause RL Management to conduct

its business consistent with the Plan, Purchase Agreement and Transition Services Agreement; (b) hold, liquidate, invest, supervise, and protect the Wind-Down Assets; (c) effectuate the distributions contemplated by the Plan Administrator under the Plan; (d) object to or settle Disputed Claims against the Debtors (except General Unsecured Claims); (e) prosecute any or all of the Causes of Action retained by the Wind-Down Debtors; (f) pay all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtors; (g) file tax returns for, pay taxes of, and represent the interests of the Wind-Down Debtors or the Debtors' Estates, as applicable, before any taxing authority in all matters, including any action, suit, proceeding, or audit; (h) File the operating report for the Debtors' Estates for the month in which the Plan Effective Date occurs and all subsequent post-confirmation quarterly reports; (i) take any action necessary to wind down the business and affairs of the Wind-Down Debtors; and (j) file appropriate certificates of dissolution of the Wind-Down Debtors pursuant to applicable state or provincial law. The Plan Administrator shall act for RL Management and the Wind-Down Debtors in the same fiduciary capacity and shall have all of the rights, powers, and obligations as applicable to a board of directors, board of managers, member/manager and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). Notwithstanding any provision in the Plan Administrator Agreement to the contrary, the Plan Administrator shall have no affirmative obligation to bring any litigation claims against any third party and he may do so or forbear from doing so in his discretion. Nothing in this Confirmation Order shall limit the rights of the Plan Administrator to dissolve the Wind-Down Debtors or merge one or more of them into another, in each instance in accordance with applicable state law. The limitation of liability set forth in section 4.6(b) of the Plan Administrator Agreement shall not apply to claims and liabilities resulting from

any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by the parties referred to in such section.

21. GUC Trustee. The GUC Trustee shall be appointed, as of the Plan Effective Date, and have all the rights, duties and obligations as set forth in the Plan and the GUC Trust Agreement, which is approved in all respects. The GUC Trustee shall administer the GUC Trust and the GUC Trust Assets in accordance with this Plan, this Confirmation Order, the GUC Trust Agreement, and the other GUC Trust Documents and shall be responsible for, among other things, making certain Distributions required under this Plan. From and after the Plan Effective Date and continuing through the date of entry of a Final Decree, the GUC Trustee shall: (a) possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to the Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (ii) be entitled to notice and opportunity for hearing on all such issues, (iii) participate in all matters brought before the Bankruptcy Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court and (b) have the authority to retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate and compensate such personnel and professionals as it deems appropriate in accordance with the Plan, all without prior notice to or approval of the Bankruptcy Court. Professionals and personnel retained or employed by the GUC Trust or the GUC Trustee need not be disinterested as that term is defined in the Bankruptcy Code, and may include Professionals who had been employed by the Committee or the Debtors. The powers of the GUC Trustee shall include any and all powers and authority necessary or helpful to implement

and carry out the provisions of the Plan and any applicable orders of the Bankruptcy Court relating to the GUC Trust Assets. The GUC Trustee shall be the representative of the Debtors' Estates with respect to the GUC Trust Assets appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. Without limiting the foregoing, the GUC Trustee shall (a) hold, liquidate, invest, supervise, and protect the GUC Trust Assets; (b) effectuate the distributions contemplated by the GUC Trustee under the Plan; (c) object to or settle Disputed General Unsecured Claims against the Debtors; (d) investigate, prosecute, resolve, liquidate, or otherwise monetize the Equityholder Litigation Claims, as appropriate; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of the GUC Trust; (f) file tax returns for, pay taxes of (if any), and represent the interests of the GUC Trust before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) take any action necessary to administer the GUC Trust; and (h) file appropriate certificates of dissolution of the GUC Trust, if any, pursuant to applicable state or provincial law. The exculpation provisions set forth in the GUC Trust Agreement will be the same as the ones in the Plan.

22. Distributions Under the Plan. All Distributions under the Plan shall be made in accordance with Article VI of the Plan and such methods of Distribution are approved in all respects.

23. Disputed Claims. The provisions of Article VII of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved. Distributions on account of Disputed Claims shall be made, if at all, in accordance with Article VI of the Plan to the extent any such Disputed Claim becomes Allowed.

24. Treatment is in Full Satisfaction. All Distributions under the Plan shall be made in accordance with the Plan. Except as set forth in the Plan, the treatment afforded to the holder of each Claim and Interest is in full satisfaction of the legal, contractual, and equitable rights (including any liens) that each holder of a Claim or Interest may have in or against the Debtors, the Estates, or their respective property. This treatment supersedes and replaces any agreements or rights those holders may have in or against the Debtors, the Estates, or their respective property.

Settlement, Release, Injunctions and Related Provisions

25. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Plan Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan. Such compromise and settlement is the product of extensive arm's length, good faith negotiations that represent a fair and reasonable compromise of all Claims, Interests, and controversies and entry into which represented a sound exercise of the Debtors' business judgment and the Debtors' assumption of such agreements are approved. Such compromise and settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

26. This Confirmation Order shall constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (a) the good and valuable consideration and substantial contributions provided by the Released Parties; (b) a good faith settlement and compromise of the Claims released by the Third Party Release; (c) in the best interests of the Debtors and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for a hearing; (f) a bar to any of the Releasing Parties asserting any Claim released pursuant to the Third Party Release; (g) supported by the Debtors'

sound exercise of business judgment; (h) supported by the Prepetition Term Loan Parties and the Committee; and (i) approved by the Bankruptcy Court pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 9019. This Confirmation Order shall approve the releases in the Plan of all contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

27. Discharge of Claims and Termination of Interests. Except as otherwise provided in the Plan or this Confirmation Order, upon the Plan Effective Date, the Reorganized Debtors, shall (i) be deemed to have received a discharge under section 1141(d) of the Bankruptcy Code and release from any and all Claims and any other obligations, suits, judgments, damages, debts, rights, remedies, Causes of Action or liabilities, and any Interests or other rights of a holder of any Security or other ownership interest, of any nature whatsoever, including, without limitation, liabilities that arose before the Plan Effective Date (including prior to the Petition Date), and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code (or is otherwise resolved), or (c) the holder of a Claim based upon such debt voted to accept the Plan; and (ii) terminate and cancel all rights of any Security holder in any of the Debtors and all Interests (including Interests in RL Management, which shall be cancelled and New Reorganized Debtor Equity shall be shall be issued to the Plan Administrator or its designee). Except as expressly provided in the Plan or this Confirmation Order, this Confirmation Order constitutes a judicial determination, as of the Plan Effective Date, of such discharge, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void and extinguish any judgment obtained against any Debtor, or any of their respective assets, property and Estates at

any time, to the extent such judgment is related to a discharged Claim, Cause of Action, debt, liability or Interest of any kind in any of the Debtors (including any terminated Interest).

28. Setoffs and Recoupment. Except as expressly provided in the Plan or this Confirmation Order, each Reorganized Debtor, the Purchaser (or its designees), Wind-Down Debtors, and the GUC Trust, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions or other payments to be made on account of an Allowed Claim any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Purchaser (or its designees), Wind-Down Debtor, or the GUC Trust may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by a Reorganized Debtor, the Purchaser (or its designees), a Wind-Down Debtor, the GUC Trust, or its successor of any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Wind-Down Debtor, or the GUC Trust may have against the applicable claimholder. With respect to any Executory Contract or Unexpired Lease that has been rejected under the Plan, nothing shall modify the rights, if any, of any counterparty to such Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have, including but not limited to, the (a) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Lease(s) with the Debtors under the Plan, (b) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (c) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

29. Settlement, Release, Injunction and Related Provisions. The following releases, injunction, exculpation and related provisions, as set forth in Article VIII of the Plan, are approved and authorized in their entirety, except as otherwise provided in this Confirmation Order:

(i) Exculpation. As set forth in article VIII.A.4 of the Plan and except as otherwise provided in this Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is exculpated from, any Claims and Causes of Action related to any act or omission occurring between and including the Petition Date and the Plan Effective Date in connection with, relating to, or arising out of: the Debtors' Chapter 11 Cases (including the Filing thereof); the Canadian Proceeding (including the Filing thereof); the formulation, preparation, dissemination, negotiation, Filing, or termination of the Plan, the Disclosure Statement, the Bidding Procedures Order, the DIP Facility, or any contract, instrument, release or other agreement or document created or entered into in connection with the Debtors' Chapter 11 Cases or Canadian Proceeding, whether or not included in the Plan Supplement or constituting a Definitive Document; the Restructuring Transactions contemplated by the Plan and any prepetition transactions relating to any of the foregoing; the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance and distribution of Securities pursuant to the Plan, or the distribution of property under the Plan; the Purchase Agreement; or any other related act or omission, transaction, event, or other occurrence taking place on or before or in connection with the Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party. The Exculpated Parties shall be entitled

to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan in all respects.

(ii) Releases by the Debtors. Subject to paragraph 31 of this Confirmation Order and as set forth in article VIII.A.2 of the Plan, and except as otherwise provided in this Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is confirmed, on and after the Plan Effective Date, each Released Party is, and is deemed to be, conclusively, absolutely, unconditionally, irrevocably, and forever released by each of the Debtors, their respective Estates, and any Person seeking to exercise the rights of any of the Debtors or their Estates (including any successors to any of the Debtors or their Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the Debtors, their Estates, the Reorganized Debtors or Wind-Down Debtors, as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or that any holder of any Claim against or any Interests in, any of the Debtors could have asserted on behalf of any of the Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operations thereof); any Security of any of the Debtors; the subject matter of, or the transactions or events giving rise to,

any Claim, Cause of Action or Interest; the business or contractual arrangements between any Debtor and a Released Party; any of the Debtors' restructuring efforts; any Avoidance Actions held by any of the Debtors or their Estates; any intercompany transactions performed by any of the Debtors; the Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the Debtors therein); the formulation, preparation, dissemination, negotiation, or Filing of the Plan, the Plan Supplement, the DIP Facility, the Disclosure Statement, or the Bidding Procedures Order (and the procedures approved thereby); any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order with respect to the Plan in lieu of such legal opinion) created or entered into in connection with the Plan or the Bidding Procedures Order; the solicitation of votes on the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the implementation of the Plan, including the issuance or distribution of Securities or any other property pursuant to the Plan; or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date Claims or obligations of any Person under the Plan, the Confirmation Order with respect to the Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument,

or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the Equityholder Litigation Claims.

(iii) Releases by Holders of Claims Against the Debtors. Subject to paragraph 31 of this Confirmation Order and as set forth in article VIII.A.3 of the Plan, and except as otherwise expressly set forth in this Confirmation Order, on and after the Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is confirmed, each Released Party is, and is deemed to be, conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operation thereof); any security of any of the Debtors or any of the Reorganized Debtors; the subject matter of, or the transactions or events giving rise to, any Claim that is treated in the Plan; the business or contractual arrangements between any Debtor and any Released Party; the assertion or enforcement of rights and remedies against any of the Debtors; the Debtors' in- or out-of- court restructuring efforts; any Avoidance Actions held by any of the Debtor(s) or their Estates; intercompany transactions between or among a Debtor and another Debtor; the Chapter 11 Cases; the Canadian Proceeding; the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the Disclosure Statement, the Bidding

Procedures Order, the Plan, or the Plan Supplement; the Filing of the Debtors' Chapter 11 Cases; the Filing of the Canadian Proceeding; the Disclosure Statement, the Plan, the solicitation of votes with respect to the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, the distribution of property under the Plan or any other related agreement, or any cancellation of debt income realized in connection with the Plan; or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the Plan or any other financing document under and as defined therein), (ii) the Equityholder Litigation Claims, or (iii) any post-Plan Effective Date obligations of any Person under the Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Purchase Agreement or any Claim or obligation arising under the Plan. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further shall constitute the Bankruptcy Court's finding that the third party release by those creditors or interest holders who vote to accept the Plan is: (I) the good and

valuable consideration and substantial contributions provided by the Released Parties; (II) a good faith settlement and compromise of the Claims released by the third party release; (III) in the best interests of the Debtors and all holders of Claims and Interests; (IV) fair, equitable and reasonable; (V) given and made after due notice and opportunity for a hearing; and (IV) a bar to any of the Releasing Parties asserting any Claim released pursuant to the third party release.

(iv) Confirmation Date Injunction. **AS SET FORTH IN ARTICLE VIII.D OF THE PLAN AND EXCEPT AS OTHERWISE PROVIDED IN THIS CONFIRMATION ORDER, ALL INJUNCTIONS OR STAYS IN EFFECT IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 OR 362 OF THE BANKRUPTCY CODE OR ANY ORDER OF THE BANKRUPTCY COURT IN EFFECT ON THE APPLICABLE CONFIRMATION DATE (EXCLUDING ANY INJUNCTIONS OR STAYS CONTAINED IN THE PLAN OR THE CONFIRMATION ORDER), SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE PLAN EFFECTIVE DATE.**

(v) Injunction. **AS SET FORTH IN ARTICLE VIII.A.5 OF THE PLAN AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONFIRMATION ORDER WITH RESPECT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD ANY CLAIMS OR CAUSES OF ACTION AGAINST, OR INTERESTS IN, ANY OF THE DEBTORS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO RELEASE OR EXCULPATION HEREUNDER ARE PERMANENTLY ENJOINED, FROM AND AFTER THE PLAN EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY OF THE DEBTORS, THE PURCHASER (INCLUDING ANY ASSIGNEES CONTEMPLATED PURSUANT TO THE PURCHASE AGREEMENT), THE REORGANIZED DEBTORS, THE WIND-**

DOWN DEBTORS, THE GUC TRUST, THE GUC TRUSTEE, AS APPLICABLE, OR ANY OF THE OTHER EXCULPATED PARTIES OR ANY OF THE RELEASED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE PURCHASED ASSETS OR ANY OF THE EXCULPATED PARTIES OR RELEASED PARTIES ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST; (3) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST THE PURCHASED ASSETS OR ANY OF THE EXCULPATED PARTIES, RELEASED PARTIES OR THEIR PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST; AND (4) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION AGAINST ANY OBLIGATION DUE FROM ANY OF THE EXCULPATED PARTIES, RELEASED PARTIES OR AGAINST THEIR PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST UNLESS, WITH RESPECT TO SETOFF, SUCH HOLDER HAS (I) FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE PLAN EFFECTIVE DATE OR FILED A PROOF OF CLAIM THAT ASSERTS OR PRESERVES ANY SUCH RIGHT, AND UNTIL SUCH MOTION HAS BEEN GRANTED OR THE FILED PROOF OF CLAIM IS ALLOWED, OR (II) ASSERTS SUCH RIGHT IN CONNECTION WITH AN UNEXPIRED LEASE OF NON-

RESIDENTIAL REAL PROPERTY THAT IS REJECTED UNDER THE PLAN. UPON ENTRY OF THE CONFIRMATION ORDER WITH RESPECT TO THE PLAN, ALL HOLDERS OF CLAIMS AND CAUSES OF ACTION AGAINST, AND INTERESTS IN, ANY OF THE DEBTORS AND THEIR RESPECTIVE RELATED PARTIES SHALL BE ENJOINED FROM TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OF THE PLAN OR THE SALE TRANSACTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THE PLAN OR THIS ORDER SHALL ENJOIN, WAIVE, LIMIT OR IMPAIR THE RIGHT OF SETOFF AND RECOUPMENT IN THE ORDINARY COURSE UNDER THE TERMS OF ASSUMED LEASES OR REQUIRE A LANDLORD TO FILE A MOTION OR OTHER PLEADING TO PRESERVE ANY SUCH RIGHTS.

30. Subordinated Claims. Except as expressly provided in the Plan or this Confirmation Order, the allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective treatment thereof under the Plan take into account the relative priority of the Claims in each Class, whether arising under a contract, principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

31. Preservation of Causes of Action. As set forth in article IV.A.7 of the Plan and except as otherwise provided in this Confirmation Order, in accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or assigned to the Purchaser in the Sale Transaction, the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trust, as applicable, shall retain and may enforce all rights

to commence or pursue any and all Causes of Action of the applicable Debtors' Estates, not otherwise so waived, relinquished, exculpated, released, compromised, settled or assigned (as the case may be), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors', the Wind-Down Debtors', or the GUC Trustee's rights to commence, prosecute, compromise, settle or release such Causes of Action shall be preserved notwithstanding the occurrence of the Plan Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII of the Plan. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, pursuant to section 1123(b) of the Bankruptcy Code, such Cause of Action is preserved for later adjudication, and no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Plan Effective Date. For the avoidance of doubt, any Equityholder Litigation Claims shall be contributed to the GUC Trust by the Debtors in accordance with the Plan. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors or the Wind-Down Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized Debtors, the Wind-Down Debtors, and the GUC Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Reorganized Debtors, the Wind-Down Debtors, and the GUC Trustee, as applicable, (i) reserve and shall retain all Causes of Action

notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan and (ii) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Executory Contracts and Leases

32. Assumption and Rejection of Executory Contracts and Unexpired Leases. The Executory Contract and Unexpired Lease provisions of Article V of the Plan are approved as modified herein.

33. Assumption of Contracts and Leases. As set forth in article V.A. of the Plan and except as otherwise provided in the Purchase Agreement, the Plan or this Confirmation Order, as of the Plan Effective Date, each of the Executory Contracts and Unexpired Leases of the Debtors identified on **Exhibit A** to this Confirmation Order (the "List of Purchased Contracts") (as such Executory Contracts and Unexpired Leases may have been modified through and including the Plan Effective Date (with respect to Executory Contracts) or the date of entry of this Order (with respect to Unexpired Leases), collectively, the "Purchased Contracts") shall be deemed assumed by the applicable Reorganized Debtor or assumed and assigned to the Purchaser in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy, unless such executory contract or unexpired lease: (i) is not identified on the List of Purchased Contracts; (ii) has been rejected pursuant to an Order of the Bankruptcy Court entered prior to the Plan Effective Date, or (iii) is identified on the Schedule of Post-Confirmation Date Negotiated Leases, attached hereto as **Exhibit B**, as an Unexpired Lease as to which the counterparty has consented in writing to the Debtors' deferral of their decision to assume or reject for the pendency of the Post-

Confirmation Date Lease Negotiation Period (as agreed to between the Debtors and the non-Debtor counterparties to such Post-Confirmation Date Negotiated Leases). For the purposes of this paragraph, (x) “Post-Confirmation Date Negotiated Leases” means the schedule of all Unexpired Leases, including any amendments or modifications thereto, as to which the applicable counterparty has consented in writing to the Debtors’ deferral of their decision on assumption or rejection during the Post-Confirmation Date Lease Negotiation Period, as filed with this Court on September 4, 2024, and as such schedule may be amended from time to time up to and including the Confirmation Date, and (y) “Post-Confirmation Date Lease Negotiation Period” means (a) the consented to forty-five (45) day period immediately following the Confirmation Date or (b) any period of less than forty-five (45) days immediately following the Confirmation Date consented to by a counterparty to an Unexpired lease, as such period is set forth in Exhibit B, during which time the Debtors shall be entitled to file one or more Lease Rejection Notices with respect to the Unexpired Leases listed on the Schedule of Post-Confirmation Date Negotiated Leases. For the avoidance of doubt, the Debtors will continue to timely comply with all obligations arising under the Post-Confirmation Date Negotiated Leases during the Post-Confirmation Date Lease Negotiation Period.

34. Subject only to payment of the corresponding Cure Amounts set forth on Exhibit A to this Confirmation Order, on the Plan Effective Date, each Purchased Contract shall be deemed to be in good standing and free from all defaults. Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of this Confirmation Order by the Bankruptcy Court shall constitute approval of the Cure Amounts set forth on Exhibit A to this Confirmation Order, the assumptions, assignments and assignments, and rejections pursuant to sections 365(a) and 1123 of the

Bankruptcy Code. For the avoidance of doubt, to the extent of a conflict between Exhibit A of this Confirmation Order and an Order of this Court resolving a Cure Objection (such order, a “Cure Order”), the Cure Amount (including any terms and conditions set forth therein) provided in the Cure Order shall control.

35. To the extent any provision in any Purchased Contract assumed or assumed and assigned hereunder restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Debtors’ assumption or assumption and assignment, then application of such provision shall be deemed waived such that the transactions contemplated by the Plan shall not entitle the non-debtor counter-party thereto to assert a default or terminate such Purchased Contract or to exercise any other default-related rights with respect thereto. Each Purchased Contract shall revest in and be fully enforceable by the Reorganized Debtors or Purchaser, as applicable.

36. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan or this Confirmation Order, any monetary and non-monetary defaults arising under or in connection with any Purchased Contract shall be fully and completely satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors by payment of the Cure Amount in Cash on the earlier of (i) the Plan Effective Date or (ii) the consummation of a 363 Asset Sale, if applicable, or (iii) on such other terms as the parties to such Executory Contracts or Unexpired Leases agree, with the consent of the Purchaser. In the event of an unresolved dispute regarding (1) the amount of any Cure Amount, (2) the ability of the Reorganized Debtors or Purchaser(s) (as applicable) or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption, the payment of the Cure Amount shall not be required until such time as the dispute is resolved by a Final Order.

37. Subject to the terms of Paragraph 38 below with respect to Purchased Contracts that are Unexpired Leases of non-residential real property, upon payment of the Cure Amount in Cash, if applicable, any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the assignment, change in control, bankruptcy, or other defaults under such Purchased Contract shall be fully and completely satisfied through and including the Plan Effective Date and the counterparty to the applicable Assumed Executory Contract or Unexpired Lease shall be forever barred, estopped, and enjoined from asserting any Claim on account of such default by, and such Claim shall not be enforceable against, the Debtors, their Estates, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust or the GUC Trustee, or any of their respective property, successors or assigns, and such Claims shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Plan Effective Date, be subject to the permanent injunction set forth in Article VIII of the Plan. Any Proofs of Claim Filed with respect to a Purchased Contract that has been assumed or assumed and assigned shall not be Allowed for Distribution purposes pursuant to the Plan, unless the Claims Objection Bar Date passes without an objection or other proceeding to disallow, or otherwise eliminate or reduce, such Claim having been initiated.

38. With respect to any Purchased Contract that is an Unexpired Lease of non-residential real property, the Debtors (or, if after the Plan Effective Date, the applicable Reorganized Debtor or Purchaser) shall remain liable for all obligations arising under the Unexpired Leases that were not otherwise required to be asserted as a cure cost, including: (a) for amounts owed or accruing under such Unexpired Lease that are unbilled and/or not yet due as of the applicable cure objection deadline (the “Cure Objection Deadline”) or the Plan Effective Date

regardless of when such amounts or obligations accrued, on account of common area maintenance, insurance, taxes, and similar charges; (b) any regular or periodic adjustment or reconciliation of charges under such Unexpired Lease that are not due and have not been determined as of the applicable Cure Objection Deadline; (c) any percentage of rent that is not yet due under such Unexpired Lease as of the Plan Effective Date; (d) obligations arising after the Plan Effective Date under such Unexpired Lease; and (e) any obligations to indemnify the non-Debtor counterparty under such Unexpired Lease for any claims of third parties pursuant to the terms of the Unexpired Lease, which were not known, asserted, or liquidated by the time of the applicable Cure Objection Deadline. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, or the Amended Cure Notice, in the event that prior to the Plan Effective Date, a Debtor entered into any written settlement or lease amendment (a "Landlord Agreement"), then the affected Purchased Contract shall be governed and determined by the terms and conditions of the applicable Landlord Agreement.

39. Nothing in the Plan or the Confirmation Order shall modify the rights, if any, of landlords with Claims arising under unexpired real property leases, including for damage to the leased premises or personal injuries lawsuits, to seek payment from non-debtor third party guarantors, insurance companies or the proceeds of insurance policies, if any.

40. Rejection of Executory Contracts or Unexpired Leases. This Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejection of those Executory Contracts and Unexpired Leases that: (i) are not identified on the List of Purchased Contracts; (ii) have been rejected pursuant to an Order of the Bankruptcy Court entered prior to the Plan Effective Date; or (iii) are not identified on the Schedule of Post-Confirmation Date Negotiated Leases.

41. With respect to Post-Confirmation Date Negotiated Leases, the parties are currently working to memorialize lease modifications, the terms of which have been agreed upon in principle. Upon execution of mutually acceptable lease modifications, each such Post-Confirmation Date Negotiated Lease shall be deemed a Purchase Contract. A failure to timely execute a lease modification on or before the end of the Post-Confirmation Date Lease Negotiation Period will result in deemed rejection of such Post-Confirmation Date Negotiated Lease unless the period is extended with the prior written consent of the applicable landlord and Purchaser.

42. Notwithstanding anything to the contrary provided in the Plan, this Confirmation Order, or any Definitive Document, if the Plan Effective Date does not occur on a Business Day, any payment that is required to be made by the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the Purchaser, the Plan Administrator, or the GUC Trustee, as the case may be, on the Plan Effective Date shall be considered timely made if it is made on or before the next Business Day following the Plan Effective Date.

43. All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date. The Debtors shall provide notice of such rejection and specify the appropriate deadline for the filing of such Proof of Claim. The deadline for filing a Proof of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to a prior order of the Bankruptcy Court shall be as set forth in such order. Each Claim arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as a General

Unsecured Claim subject to any applicable limitation or defense under the Bankruptcy Code and applicable law. Any entity that is required to File a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to do so shall be forever barred, estopped, and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, their Estates, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust or the GUC Trustee, or any of their respective property, successors or assigns, and such Claims shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Plan Effective Date, be subject to the permanent injunction set forth in Article VIII of the Plan. If such Claim is untimely Filed, it shall not be Allowed for distribution purposes pursuant to the Plan, unless the Claims Objection Bar Date passes without an objection or other proceeding to disallow, or otherwise eliminate or reduce, such Claim having been initiated.

44. Abandoned Property. The Debtors are authorized but not directed, at any time on or before the effective date of such rejection (the “Rejection Date”), to remove or abandon any of the Debtors’ personal property that may be located on the Debtors’ leased premises that are subject to an Unexpired Lease that is rejected. For the avoidance of doubt, any and all property located on the Debtors’ leased premises on the Rejection Date shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Notwithstanding anything herein to the contrary, landlords may, without further notice or order of this Bankruptcy Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

45. Workers' Compensation. As set forth in article IV.A.3(e) of the Plan and except as otherwise provided in the Plan or this Confirmation Order, as of the Plan Effective Date, the applicable Debtor, Reorganized Debtor, or Wind-Down Debtor, as the case may be, shall continue to honor its obligations under: (a) all applicable workers' compensation laws in states in which the applicable Debtor, Reorganized Debtor, or Wind-Down Debtor, operates; and (b) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, and any other policies, programs, and plans regarding or relating to workers' compensation and workers' compensation insurance. All such contracts and agreements are treated as Executory Contracts under the Plan and, unless rejected pursuant to Article V of the Plan, on the Plan Effective Date shall be assumed and assigned to the applicable Reorganized Debtor, Purchaser or Purchaser designee(s), pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan shall not impair or otherwise modify any rights of the Debtor, Reorganized Debtor, Purchaser, Wind-Down Debtor, or Plan Administrator (as applicable) under any such contracts, agreements, policies, programs or plans regarding or relating to workers' compensation or workers' compensation insurance.

46. Return of Deposits. Notwithstanding any state or local law to the contrary, all utilities and other Persons or entities who received a Cash deposit or other form of "adequate assurance" of performance pursuant to section 366 of the Bankruptcy Code prior to or during the Chapter 11 Cases (collectively, the "Deposits"), whether pursuant to the *Order Conditionally Granting Debtors' Emergency Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105(a) and 366(b) and Local Rule 2081-1(g)(7): (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Services, (II) Deeming Utilities Adequately Assured of Future Performance, (III)*

Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief [ECF No. 139] (the “Utilities Order”) or otherwise, including, gas, electric, telephone, data, cable, trash, water and sewer services, are directed to return such Deposits, to the extent not already applied to prepetition or postpetition invoices, as applicable, to the Reorganized Debtors or, on behalf of RL Management, the Purchaser, as applicable, within thirty (30) days following the Plan Effective Date or as otherwise agreed in writing. Additionally, upon expiration of the 30-day period in the immediately preceding sentence for return of unapplied Deposits (by setoff or Cash payment), the Debtors, Reorganized Debtors, Wind-Down Debtors, Purchaser, or Plan Administrator, as applicable, are authorized to close the Adequate Assurance Account (as defined in the Utilities Order) and utilize such funds in the operation of their businesses thirty (30) days following the Plan Effective Date.

47. Insurance Policies. Notwithstanding anything to the contrary in this Confirmation Order, the Plan (including, without limitation, Article IV.A.3 of the Plan), the Disclosure Statement, the Plan Supplement, the Bidding Procedures Motion, the Purchase Agreement, any other Definitive Document, any other order of the Court, and/or any document related to any of the foregoing (other than the Zurich Agreement (as defined below)) or any other order of the Bankruptcy Court, and subject to (x) the execution of the Zurich Agreement, and (y) the occurrence of the Agreement Effective Date (as defined in the Zurich Agreement):

- a. that certain form of *Assumption and Assignment Agreement*, by and among RL Management, on behalf of itself and its affiliated insureds, the Purchaser, and Zurich (the “Zurich Agreement”), a copy of which is attached to this Confirmation Order as **Exhibit C**, is hereby approved and, effective as of the Closing Date (as defined in the Purchase Agreement), the Debtors and the Reorganized Debtors, as

applicable, are authorized to and shall assign the Zurich Insurance Program to the Purchaser and to enter into the Zurich Agreement with respect to such assignment;

b. effective upon the assignment of the Zurich Insurance Program and as more fully set forth in the Zurich Agreement:

i. the Purchaser assumes and shall be liable for any and all now existing or hereafter arising duties, terms, provisions, covenants, responsibilities, monetary and non-monetary obligations of any of the Debtors and the Reorganized Debtors, as applicable, under the Zurich Insurance Program, including, without limitation, any and all liabilities and obligations to pay or reimburse losses, defenses costs, expenses, and/or other amounts within any applicable deductibles and/or self-insured retentions, provide collateral and/or security as required by Zurich, pay premiums to Zurich, and pay service fees and/or other amounts to any applicable third party administrator;

ii. the rights and interests of the Debtors and the Reorganized Debtors, as applicable, in the Zurich Insurance Program shall be transferred and assigned to the Purchaser, and all right, title and interest of the Debtors and the Reorganized Debtors, as applicable, in the Zurich Insurance Program shall at the same time terminate; provided, however, that the Purchaser shall not be entitled to coverage under the Zurich Insurance Program for claims against or by the Purchaser where the date of loss preceded the Closing Date (as defined in the Zurich Agreement) (or as to claims-made policies, for claims made on or before the Closing Date); provided, further, that the

Debtors (or the Reorganized Debtors, as applicable) shall remain entitled to the coverage, if any, to which they were entitled under the Zurich Insurance Program for claims against or by the Debtors (or the Reorganized Debtors, as applicable) where the date of loss preceded the Closing Date (or as to claims-made policies, for claims made prior to the Closing Date);

- iii. the right, if any, to any return premiums, loss payments, expense adjustments, return of loss funds, and other benefits previously available to the Debtors (or the Reorganized Debtors, as applicable) under the Zurich Insurance Program Contracts shall belong exclusively to the Purchaser and not to the Debtors (or the Reorganized Debtors, as applicable);
- iv. the Debtors and the Reorganized Debtors, as applicable, convey, transfer, and assign to the Purchaser and the Purchaser accepts and assumes, subject to the continuing security interests and liens of Zurich, all of the rights, claims, title, and interest, including, without limitation, any residual or contingent interest, of the Debtors and the Reorganized Debtors, as applicable, in, to, under, in connection with or relating to the Transferred Collateral (as defined in the Zurich Agreement), the Debtors and the Reorganized Debtors, as applicable, hereby waive and release, and shall not have, any right, claim, title, or interest, including, without limitation, any residual or contingent interest, in, to, under, in connection with or relating to the Transferred Collateral, and the Transferred Collateral shall be deemed to have been provided by and/or on behalf of the Purchaser to Zurich, provided, that the Draw Funds (as defined in the Zurich Agreement) are not

and shall not be deemed to be property of any and all of respective bankruptcy estates of any of the Debtors, the Reorganized Debtors, and/or the Purchaser that exist, or that may exist, now, hereafter, or at any time; provided, further, that any and all of the Purchaser's reversionary interest, in, to, under, in connection with or relating to the Transferred Collateral is preserved;

- v. the Debtors and the Reorganized Debtors, as applicable, jointly and severally, on behalf of themselves, their bankruptcy estates and all parties claiming by, through or under each of them and each of their respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively, and including any chapter 7 trustee appointed pursuant to the Bankruptcy Code, the "Debtors Entities") and the Purchaser, jointly and severally, on behalf of itself and all parties claiming by, through or under it and its respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively and together with the Debtor Entities, the "Zurich Releasers") hereby waive, release, acquit and forever discharge Zurich and each of its respective agents, employees, representatives, officers, attorneys, shareholders, directors, parents, subsidiary corporations, affiliates, successors, assigns, trustees and predecessors in interest (collectively, the "Zurich Releasees") from any and

all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys' fees, arising under any statute, federal, state, or local regulation, ordinance or common law, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, which exist or may exist that the Zurich Releasers may have against any or all of the Zurich Releasees from the beginning of time through the Effective Date (as defined in the Zurich Agreement), arising out of or in any way related to the Zurich Insurance Program (including, but not limited to, any and all of such pursuant to §§ 362, 363, 364, 365, 542, 544, 547, 548, 549, and 550 of the Bankruptcy Code); provided, however, that the foregoing release shall not apply to (i) Zurich's obligations under, in connection with or relating to the Zurich Insurance Program; and (ii) the obligations expressly contained in the Zurich Agreement; and

- c. except to the extent specifically addressed in this paragraph or in the Zurich Agreement (once effective in accordance with its terms), nothing shall amend, modify or otherwise alter the terms and conditions of the Zurich Insurance Program; provided, however, for the avoidance of doubt, any discharge and/or release granted to the Debtors or any of their successors pursuant to the Plan, this Confirmation Order, any order granting the Bidding Procedures Motion, and/or the Bankruptcy Code shall not prohibit any third-party claimants with claims against any of the Debtors or the Reorganized Debtors from seeking relief from the

injunctions set forth in Article VIII.A of the Plan from the Bankruptcy Court to proceed with their claims nominally against any of the Debtors or the Reorganized Debtors in the appropriate judicial or administrative forum to recover under the Zurich Insurance Program including, without limitation, with respect to any deductibles or self-insured retentions in accordance with the terms and conditions of the Zurich Insurance Program and applicable non-bankruptcy law. The Debtors, Reorganized Debtors, the Purchaser, and Zurich reserve any and all rights to oppose, respond, and/or reply to such requests for relief and any oppositions thereto.

Bar Dates, Fees and Expenses

48. Administrative Expense Claims Bar Date. Other than holders of (a) DIP Claims, (b) Professional Fee Claims, (c) Administrative Expense Claims Allowed by an order of the Bankruptcy Court on or before the Plan Effective Date, or (d) Administrative Expense Claims that arose in the ordinary course of business under assumed Unexpired Leases or Executory Contracts, holders of any Administrative Expense Claim must File and serve a request for allowance and payment of such Administrative Expense Claim by no later than the Administrative Expense Claims Bar Date, **which shall be thirty (30) days after the Plan Effective Date.** Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable, or their respective property, and such Administrative Expense Claims shall be deemed discharged as of the Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court.

49. Professional Fee Claims. As set forth in article II.B. of the Plan and except as otherwise provided in the Plan or this Confirmation Order, the Professional Fee Escrow Account shall be maintained in trust solely for the Professionals in respect of Allowed Professional Fee Claims until all Allowed Professional Fee Claims have been paid in full, and the funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors' Estates; provided, that when all Allowed Professional Fee Claims have been paid in full, any funds remaining in the Professional Fee Reserve shall be disbursed to the Purchaser. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held therein. From and after the Confirmation Date until the Plan Effective Date, the Debtors, without the necessity for any approval by the Bankruptcy Court, shall pay the reasonable fees and necessary and documented expenses of the Professionals during such period, up to the amount in the Professional Fee Escrow Amount. Upon the Plan Effective Date, the Reorganized Debtors, RL Management, the Plan Administrator, and the GUC Trustee, as applicable, may each employ and compensate any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

50. Statutory Fees. Each Reorganized Debtor and Wind-Down Debtor shall remain obligated to pay its respective UST Fees to the U.S. Trustee until the earliest of such Reorganized Debtor's or Wind-Down Debtor's particular chapter 11 bankruptcy case is closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. After the Plan Effective Date, the Plan Administrator for and on behalf of each Reorganized Debtor and Wind-Down Debtor, shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. On the Plan Effective Date, the Purchaser shall remit to the Plan Administrator sufficient funding to pay all statutory fees that are anticipated to be payable under 28 U.S.C. § 1930(a)(6) for the period

from July 1, 2024 through September 30, 2024, which the Plan Administrator shall use to satisfy such fees. On or before the date that such fees become due, the Purchaser shall further remit to the Plan Administrator sufficient funding to pay all UST Fees on account of the Wind-Down Debtors and the Reorganized Debtors for the period from October 1, 2024 through December 31, 2024, which the Plan Administrator shall use to satisfy such fees. All UST Fees on account of any Reorganized Debtor (excluding RL Management) for periods after December 31, 2024, shall be payable first from the remaining amount (if any) of the Plan Funding Amount held by the Plan Administrator, and then by the applicable Reorganized Debtor. All UST Fees on account of any Wind-Down Debtor or RL Management for periods after December 31, 2024, shall be payable from the Wind-Down Amount. Notwithstanding anything in the GUC Trust Agreement or Plan Administrator Agreement to the contrary, each Debtor, Reorganized Debtor, and Wind-Down Debtor, as applicable, shall have full discretion as to when to seek to close, dismiss, or convert its chapter 11 bankruptcy case; *provided, however*, that the last remaining Wind-Down Debtor with an open chapter 11 bankruptcy case shall not close such case without prior written consent of the GUC Trustee. The GUC Trust shall indemnify and reimburse the Reorganized Debtors and the Wind-Down Debtors, as applicable, for any statutory fees paid by such Reorganized Debtor or Wind-Down Debtor pursuant to 28 U.S.C. § 1930(a) that accrued for a period for which such Reorganized Debtor's or Wind-Down Debtor's chapter 11 bankruptcy case remained open due to the failure by the GUC Trustee to, upon written request, provide written consent to the closure of such chapter 11 bankruptcy case of such Reorganized Debtor or Wind-Down Debtor, as applicable. The U.S. Trustee shall not be required to File any Administrative Expense Claim in these Chapter 11 Cases and shall not be treated as providing any release under the Plan. Notwithstanding any term or provision in the Plan, the Plan Supplement, or this Confirmation Order, the Court retains

jurisdiction over, and the U.S. Trustee and the GUC Trust each reserves all of their respective rights concerning, any and all disputes and issues that may arise relating to UST Fees on (and reporting obligations relating to) disbursements of any GUC Trust Assets and GUC Litigation Proceeds. Either the U.S. Trustee or the GUC Trust may seek appropriate relief from the Court in the event disputes or issues arise relating to UST Fees on (or reporting obligations relating to) disbursements of GUC Trust Assets and GUC Litigation Proceeds.

51. Exemption from Certain Transfer Taxes and Recording Fees. As set forth in article IV.A.4 of the Plan and except as otherwise provided in the Plan or this Confirmation Order, to the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfer of property (whether from a Debtor to a Reorganized Debtor, the Purchaser, the GUC Trust, or to any other Person) under, in furtherance of, or in connection with the Plan, including pursuant to any Sale Transaction or (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors, the Reorganized Debtors, or the GUC Trust, including the New Reorganized Debtor Equity and Takeback Loans, if applicable, (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any tax or governmental assessment under any law imposing a document recording tax, stamp tax, conveyance tax, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage

recording tax, Uniform Commercial Code filing or recording fee regulatory filing or recording fee, sales and use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment against the Debtors and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax, recordation fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

Miscellaneous and Other Provisions

52. Transfer of Liquor Licenses. To the extent any license or permit necessary for the operation of any of the Retained Locations (including, without limitation, any Liquor Licenses necessary for the purchase or sale of alcohol at any of the Retained Locations) is not immediately assumable or assignable, the Reorganized Debtors or the Purchaser, as applicable, shall be permitted to operate the Retained Locations under the Liquor Licenses and other related permits, and shall be permitted to purchase and sell alcohol under such Liquor Licenses and related permits until such time that (i) said Liquor Licenses and permits are transferred to the Reorganized Debtors, the Purchaser, or any of their respective affiliates, as applicable, or (ii) the Reorganized Debtors, the Purchaser, or any of their respective affiliates, as applicable, obtain replacement licenses and permits.

53. Pursuant to this Confirmation Order, the Reorganized Debtors, the Purchaser, or their respective affiliates, directors and officers, as applicable, shall make reasonable efforts to apply for and obtain any such Liquor License or permit promptly after the Plan Effective Date and, prior to and after the Plan Effective Date, the Debtors, the Wind-Down Debtors, the Plan Administrator, and the applicable directors and officers shall cooperate reasonably in those efforts. All existing Liquor Licenses or permits shall remain in place for the benefit of the Reorganized Debtors, the Purchaser, and their respective affiliates, as applicable, until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable Law. Similarly, Liquor Licenses held by any of the Debtors prior to the Plan Effective Date associated with any closed store locations shall remain in place for the benefit of the Purchaser (and its designees), the Reorganized Debtors and the Wind-Down Debtors, and their respective affiliates, as applicable, until sold, and the Reorganized Debtors, the Purchaser (and its designees), the Plan Administrator, and the Wind-Down Debtors and their respective affiliates, as applicable, shall use reasonable efforts to sell such Liquor Licenses in an expeditious but commercially reasonable manner.

54. With regard to the purchase and sale of alcohol at the Retained Locations, pursuant to the Plan, the Debtors and all other parties in interest (including without limitation, each governmental and regulatory agency with jurisdiction over the Retained Locations) shall cooperate fully with and support the Reorganized Debtors, the Purchaser, the Plan Administrator, and their respective agents and affiliates, as applicable, in executing such applications and furnishing such documents as are necessary for the Reorganized Debtors, the Purchaser, the Plan Administrator, or their respective agents and affiliates, as applicable, to obtain, in the applicable name, a temporary new alcohol beverage license or transferred Liquor License. Moreover, each of the

governmental and regulatory agencies with jurisdiction over the Retained Locations (including without limitation, law enforcement and regulatory agencies), shall not (except to the extent that those governmental and regulatory agencies are exercising their police powers under applicable law) interrupt the operations conducted at the Retained Locations, including the purchase and sale of alcohol by the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, without first obtaining relief from this Court. The Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, may continue to operate at the Retained Locations under existing ABC Licenses, state food service licenses, local occupational licenses, and any other licenses or permits needed to operate at the Retained Locations, with no interruption of the business conducted at the premises, until the ABC Licenses and other licenses and permits have been transferred to the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, or new alcohol beverage licenses and other licenses and permits have been issued to the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable.

55. This Confirmation Order stays, and orders the maintenance of, all licenses and permits, including Liquor Licenses and other related permits, of the Debtors, and does not in any way void or cancel same.

56. To the maximum extent permitted by the Bankruptcy Code, no Governmental Unit may revoke or suspend any permit or license, including, but not limited to, Liquor Licenses and other related permits, relating to the operation of the Retained Locations on account of the filing or pendency of the Debtors' cases or the consummation of the Plan. This Court shall retain exclusive jurisdiction over any action to revoke or suspend any permit or license, including, but not limited to, Liquor Licenses and other related permits, relating to the operation of the Retained Locations on account of the filing or pendency of the Debtors' cases or the consummation of the

Plan to the extent such revocation or suspension would otherwise constitute a violation of the discharge or injunction provisions provided for in the Plan and Confirmation Order or any other Order of this Court.

57. The transfer of alcohol inventory, as contemplated under the Plan, shall be governed by the Purchase Agreement and the Transition Services Agreement and shall occur upon the earliest of (a) where allowed by applicable Law, the Plan Effective Date; (b) where required by applicable Law, receipt by the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, of authorization from the applicable Governmental Unit or (c) receipt by the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, of the applicable Liquor License.

58. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan, the other Plan Documents, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan Documents and any amendments or modifications thereto.

59. Notice of Effective Date. As soon as practicable, but not later than three (3) Business Days following the Plan Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

60. Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Plan Effective Date shall, to the fullest extent set forth in the Plan, retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases, including the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code; *provided, however*, nothing in this Order or the

Definitive Documents shall prevent the GUC Trustee, in its discretion, from instituting, initiating, litigating, prosecuting, or pursuing the Equityholder Litigation Claims in any court that has jurisdiction over such Equityholder Litigation Claims.

61. Modification of Plan. As set forth in article X.A of the Plan and except as otherwise provided in the Plan or this Confirmation Order, effective as of the date hereof and subject to the limitations and rights contained in the Plan, the Debtors reserve the right, with the prior written consent of the Prepetition Term Loan Agent and the Committee, to (1) modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and (2) subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), to alter, amend or modify the Plan with respect to any Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. In accordance with, and to the extent provided by, section 1127 of the Bankruptcy Code, a holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

62. Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court of competent jurisdiction, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written

notice of such order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan and any amendments or modifications to any of the foregoing.

63. Conflicts Between Confirmation Order and Plan. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purpose of each; *provided, however*, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence. The provisions of this Confirmation Order are integrated with each other and are non-severable and mutually dependent.

64. Final Order; Waiver of Stay. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Any stay of this Confirmation Order provided by any Bankruptcy Rule (including Bankruptcy Rule 3020(e)) is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by this Court.

65. Failure to Consummate Plan and Substantial Consummation. If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; (2) prejudice in any manner the rights of each applicable Debtor, any holder of Claims or Interests,

or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holder of Claims or Interests, or any other Person in any respect.

66. Dissolution of the Committee. On the Plan Effective Date, the Committee shall be automatically dissolved and all of its members, Professionals, and agents shall be deemed released of their duties, responsibilities, and obligations, and shall be without further duties, responsibilities, and authority in connection with the Debtors, the Chapter 11 Cases, the Plan, or its implementation.

67. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Plan Documents, the Definitive Documents, and any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

68. Headings. Headings utilized herein are for convenience and reference only, and shall not constitute a part of the Plan or this Confirmation Order for any other purpose.

69. Optium Fund 4, LLC ("Optium") reserves its right to assert that the Debtors and Reorganized Debtors no longer own certain claims and causes of action purportedly sold and assigned by Darden Corporation and affiliated entities, including their predecessors (collectively, "Darden"), to Optium pursuant to that certain *Claim Purchase Agreement* dated as of December 15, 2020, which relate to multidistrict litigation styled as *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.*, Case No. 1:05-md-01720-MKB-VMS (E.D.N.Y.). Likewise, all rights of the Debtors, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust, and the GUC Trustee in connection with those claims and causes of action are reserved.

70. Nothing in the Plan, this Confirmation Order, or any sale orders entered with respect to the disposition of any tangible personal property located in Texas (the "Texas Property")

shall relieve any obligation to pay the 2024 ad valorem taxes owed to the Texas Taxing Authorities⁵ in the ordinary course of business prior to the state law delinquency date. The Plan Administrator shall reimburse the Purchaser and the Reorganized Debtors, as applicable, from the Plan Funding Amount for any 2024 ad valorem taxes paid by the Purchaser or the Reorganized Debtors that accrued prior to the Petition Date.

71. Neither the automatic stay nor the injunctions set forth in Article VIII.A of the Plan shall prohibit Melissa Randazzo or David Ontiveros from pursuing a direct action claim against any insurer.

72. For the avoidance of doubt, the following entities shall not be Releasing Parties under the Plan or this Order: (i) Peter Moon and Seungha Hong, as Trustees of the 2015 Hong Family Trust U/D/T Dated March 25, 2015 or (ii) Taylor & Monroe LLC (collectively, the “Guaranty Claimants”). Nothing herein shall prohibit the Guaranty Claimants from pursuing claims and causes of action against Red Lobster Intermediate Holdings, LLC (“Holdings”), including any claims and causes of action against Holdings in its capacity as guarantor, in connection with certain real property leases.

⁵ The Texas Taxing Authorities include all taxing authorities represented by Linebarger Goggan Blair & Sampson, Perdue Brandon Fielder Collins & Mott, and McCreary Veselka Bragg & Allen including but not limited to: Angelina County, Bexar County, Cameron County, Cypress-Fairbanks Independent School District, Dallas County, Ector CAD, City of El Paso, Fort Bend County, City of Frisco, Grayson County, Greenville Independent School District, Gregg County, Harris County Emergency Service District #11, Harris County Emergency Service District #28, Hidalgo County, City of Houston (where represented by Linebarger Goggan Blair & Sampson), Houston Community College System, City of Humble, Irving Independent School District, Lewisville Independent School District, Lone Star College System, City of McAllen, McLennan County, Montgomery County, Nueces County, City of Pasadena, San Marcos CISD, Smith County, Tarrant County, Victoria County, City of Webster, Potter County Tax Office, Lubbock Central Appraisal District, Brazoria County, et al, City of Katy - Fort Bend and Waller Counties, Katy Management District # 1, Humble Independent School District, Alief Independent School District, City of Houston (where represented by Perdue Brandon), Spring Independent School District, Clear Creek Independent School District, Pasadena Independent School District, Brownsville Independent School District, Plano Independent School District, Frisco Independent School District, City of Burleson, Burleson Independent School District, Richardson Independent School District, Crowley Independent School District, Tyler Independent School District, Hunt County, et al., Wichita County Tax Office, Bell County Tax Appraisal District, Bowie Central Appraisal District, Denton County, Hays County, Taylor County Central Appraisal District, City of Waco and Waco Independent School District and Williamson County

73. Upon entry by the Bankruptcy Court of this Confirmation Order, the *Motion of the Official Committee of Unsecured Creditors For Entry of an Order Granting Standing and Authorizing the Prosecution of Certain Challenge Claims on Behalf of the Bankruptcy Estates* [ECF No. 358] shall be deemed to be withdrawn.

74. Notwithstanding anything in the Bankruptcy Rules or the Local Rules to the contrary, including, but not limited to, Local Rule 3020-1(c)(2), the Debtors' obligations to serve this Confirmation Order, the Plan, or any other document in connection therewith, shall be satisfied by service of a notice of entry of the Confirmation Order, substantially in the form attached hereto as **Exhibit D**, upon all creditors, the U.S. Trustee and the Master Service List.

75. A status conference in these Chapter 11 Cases is scheduled for **October 16, 2024 at 1:30 p.m. prevailing Eastern Time at the United States Bankruptcy Court, 400 W. Washington Street, 6th Floor, Courtroom 6D, Orlando, Florida 32801.**

#

(Attorney Paul Steven Singerman is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)

Exhibit A

List of Purchased Contracts

Assumed Leases¹

¹ For the avoidance of doubt, (i) the Unexpired Leases of non-residential real property listed herein shall include any amendments, supplements or modifications thereto and any related agreements and (ii) the Debtors reserve the right to designate any Unexpired Lease of non-residential real property that is listed on **Exhibit B** of the Confirmation Order for rejection prior to the Extension Date corresponding to such lease.

RED LOBSTER

Assumed Unexpired Leases

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Restaurants LLC	Andyharris LLC	Lease for Store Number RL1_0396	\$0.00
Red Lobster Hospitality LLC	100 IH 35 North Owner LLC	Lease for Store Number RL1_0844	0.00
Red Lobster Hospitality LLC	109 West Anderson LP	Lease for Store Number RL1_0095	0.00
Red Lobster Restaurants LLC	1120 South Walton Partners, LLC	Lease for Store Number RL1_6225	0.00
Red Lobster Restaurants LLC	1229 Richmond LLC	Lease for Store Number RL1_0251	0.00
Red Lobster Restaurants LLC	1359 SN Owners LLC	Lease for Store Number RL1_0874	0.00
Red Lobster Restaurants LLC	1601 Dahill Properties, Inc.	Lease for Store Number RL1_0474	0.00
Red Lobster Hospitality LLC	170 Wolf Road LLC	Lease for Store Number RL1_6228	0.00
Red Lobster Restaurants LLC	1846 Jonesboro Road Owner LLC	Lease for Store Number RL1_6302	5,000.00
Red Lobster Hospitality LLC	2325 East Flamingo LLC	Lease for Store Number RL1_6239	0.00
Red Lobster Hospitality LLC	2328 Commercial Way Properties LLC	Lease for Store Number RL1_0696	0.00
Red Lobster Restaurants LLC	2525 Bowling Green LLC	Lease for Store Number RL1_0349	0.00
Red Lobster Hospitality LLC	300 LLC	Lease for Store Number RL1_0672	29,198.28
Red Lobster Hospitality LLC	32 Blanding Boulevard Owner, LLC	Lease for Store Number RL1_0257	0.00
Red Lobster Restaurants LLC	3360 Camp Creek Parkway Owner LLC	Lease for Store Number RL1_6296	0.00
Red Lobster Hospitality LLC	3815 South Lamar, LP	Lease for Store Number RL1_0314	0.00
Red Lobster Hospitality LLC	411 Lenox Realty Inc.	Lease for Store Number RL1_0488	0.00
Red Lobster Restaurants LLC	4230 Broadway Realty Co. Inc.	Lease for Store Number RL1_6235	0.00
Red Lobster Restaurants LLC	6701 18th Avenue Associates LLC	Lease for Store Number RL1_0266	0.00
Red Lobster Hospitality LLC	684 Myrtle Ave Realty LLC	Lease for Store Number RL1_6330	0.00
Red Lobster Canada, Inc	698000 Alberta Ltd.	Lease for Store Number RLC_8177	CAD 1,578.00
Red Lobster Canada, Inc	714 Yonge Street Inc.	Lease for Store Number RLC_8119	0.00
Red Lobster Restaurants LLC	8040 Kingston Pike Road Owner LLC	Lease for Store Number RL1_0047	0.00
Red Lobster Restaurants LLC	828 Eastern Bypass Owner LLC	Lease for Store Number RL1_0669	0.00
Red Lobster Hospitality LLC	95Metcalf Properties, Inc.	Lease for Store Number RL1_6278	0.00
Red Lobster Hospitality LLC	AARK USA, LLC	Lease for Store Number RL1_0348	0.00
Red Lobster Hospitality LLC	Aasthi, LLC	Lease for Store Number RL1_6257	0.00
Red Lobster Canada, Inc	ADMNS Meadowlands Investment Corp	Lease for Store Number RLC_8184	0.00
Red Lobster Hospitality LLC	Advanced Housing Developers Inc.	Lease for Store Number RL1_6246	0.00
Red Lobster Hospitality LLC	AIB Shenandoah I, LLC	Lease for Store Number RL1_6284	0.00
Red Lobster Hospitality LLC	ALR Racanelli LLC	Lease for Store Number RL1_0687	0.00
Red Lobster Hospitality LLC	Alva Investment Corp.	Lease for Store Number RL1_0332	0.00
Red Lobster Hospitality LLC	Anna Buecheler Investment Partnership	Lease for Store Number RL1_6219	0.00
Red Lobster Hospitality LLC	Anne Mohr, Trustee of The Horst Mohr Trust and Norman Mohr	Lease for Store Number RL1_0710	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0063	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0091	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0181	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0193	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0240	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0241	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0252	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0265	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0398	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0566	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0748	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0749	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0762	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0789	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0792	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0865	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_0870	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6203	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6211	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6221	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6227	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6237	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6241	201.60
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6250	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6252	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6255	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6260	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6261	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6275	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6283	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6290	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6301	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6318	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1_6319	0.00

RED LOBSTER*Assumed Unexpired Leases*

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality LLC	ARCP RL Portfolio VI, LLC	Lease for Store Number RL1 0553	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VI, LLC	Lease for Store Number RL1 6234	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio VII, LLC	Lease for Store Number RL1 0729	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VII, LLC	Lease for Store Number RL1 0126	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VII, LLC	Lease for Store Number RL1 0389	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0058	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0433	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0121	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0227	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0277	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio X, LLC	Lease for Store Number RL1 0375	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio X, LLC	Lease for Store Number RL1 0081	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio X, LLC	Lease for Store Number RL1 0410	0.00
Red Lobster Restaurants LLC	ARCP RL/OG Langhorne PA, LLC	Lease for Store Number RL1 0758	0.00
Red Lobster Restaurants LLC	ARCP RL/OG SALISBURY MD, LLC	Lease for Store Number RL1 0615	0.00
Red Lobster Restaurants LLC	ARCP RL/OG/BB/SB PITTSBURGH PA, LLC	Lease for Store Number RL1 6305	0.00
Red Lobster Restaurants LLC	ARMEL, LLC	Lease for Store Number RL1 0620	0.00
Red Lobster Restaurants LLC	AUCALLUTIM LLC	Lease for Store Number RL1 0136	0.00
Red Lobster Restaurants LLC	August America, LLC	Lease for Store Number RL1 6347	0.00
Red Lobster Hospitality LLC	B&L Storage, a General Partnership	Lease for Store Number RL1 0667	0.00
Red Lobster Hospitality LLC	Bahieh Jina Farzinpour 2001 Living Trust	Lease for Store Number RL1 0766	0.00
Red Lobster Hospitality LLC	Barlas Enterprises, Inc.	Lease for Store Number RL1 0356	0.00
Red Lobster Hospitality LLC	Bay Plaza West LLC	Lease for Store Number RL1 0469	0.00
Red Lobster Restaurants LLC	Belos Exchange LLC	Lease for Store Number RL1 0056	0.00
Red Lobster Hospitality LLC	Bertha Aiken LLC; Port McDonald Inc; JH Dreyfus LLC	Lease for Store Number RL1 0108	2,500.00
Red Lobster Restaurants LLC	Bhagat MD, LLC	Lease for Store Number RL1 6360	0.00
Red Lobster Hospitality LLC	Bigger Fish to Fry, LLC	Lease for Store Number RL1 0460	0.00
Red Lobster Restaurants LLC	BLJ Holdings LLC	Lease for Store Number RL1 0572	0.00
Red Lobster Hospitality LLC	Blue Tree Properties OH, LLC	Lease for Store Number RL1 0580	0.00
Red Lobster Restaurants LLC	Bluestripes Investments LLC	Lease for Store Number RL1 0171	0.00
Red Lobster Hospitality LLC	Briarholm, Inc.	Lease for Store Number RL1 0425	0.00
Red Lobster Restaurants LLC	Broadridge Apartments, LLC	Lease for Store Number RL1 0328	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0045	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0048	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0082	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0185	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0188	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0253	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0292	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0357	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0436	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0478	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0552	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0601	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6280	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6365	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6371	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6375	0.00
Red Lobster Hospitality LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0361	0.00
Red Lobster Hospitality LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0578	0.00
Red Lobster Hospitality LLC	Broadway & Pearl Associates, LLC	Lease for Store Number RL1 6366	0.00
Red Lobster Hospitality LLC	Brock Associates, LLC	Lease for Store Number RL1 6270	0.00
Red Lobster Restaurants LLC	Brown-Belkin RL LLC	Lease for Store Number RL1 6325	0.00
Red Lobster Hospitality LLC	Buildings for Babies, Inc.	Lease for Store Number RL1 0421	0.00
Red Lobster Canada, Inc	Camwood Construction Ltd.	Lease for Store Number RLC 8105	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8101	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8103	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8111	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8114	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8118	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8124	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8126	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8157	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8158	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8166	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8167	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8168	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8170	0.00
Red Lobster Hospitality LLC	Century Plaza Commercial LLC	Lease for Store Number RL1 0653	0.00
Red Lobster Hospitality LLC	CH Gresham LLC	Lease for Store Number RL1 0573	1,543.82

RED LOBSTER*Assumed Unexpired Leases*

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality LLC	Charles & Co. Realty LLC	Lease for Store Number RL1 0868	0.00
Red Lobster Hospitality LLC	Chillicothe Mall Inc	Lease for Store Number RL1 0705	0.00
Red Lobster Hospitality LLC	CLK Ann Arbor, LLC	Lease for Store Number RL1 0260	0.00
Red Lobster Restaurants LLC	Cloud Enterprises Corporation Inc.	Lease for Store Number RL1 0688	0.00
Red Lobster Hospitality LLC	Cornhusker Project G12, LLC	Lease for Store Number RL1 0734	0.00
Red Lobster Hospitality LLC	Country Orchard Estates, Inc.	Lease for Store Number RL1 6374	0.00
Red Lobster Hospitality LLC	Country, LLC	Lease for Store Number RL1 0834	0.00
Red Lobster Restaurants LLC	CPP River Falls LLC & CPP River Falls II LLC	Lease for Store Number RL1 0619	0.00
Red Lobster Hospitality LLC	CRI Outparcels LLC	Lease for Store Number RL1 0548	0.00
Red Lobster Restaurants LLC	Curry Investment Company	Lease for Store Number RL1 0060	0.00
Red Lobster Hospitality LLC	D. Smith and Diane Fannan, As Trustees of The Smith Family Trust	Lease for Store Number RL1 0220	0.00
Red Lobster Restaurants LLC	DACF-4 LLC	Lease for Store Number RL1 0889	0.00
Red Lobster Restaurants LLC	Dan C., Inc.	Lease for Store Number RL1 0796	0.00
Red Lobster Restaurants LLC	Davrich Realty Corp.	Lease for Store Number RL1 6348	0.00
Red Lobster Hospitality LLC	Dee's Sugarhouse Center LLC	Lease for Store Number RL1 0589	0.00
Red Lobster Canada, Inc	Developments West Corporation	Lease for Store Number RLC_8181	0.00
Red Lobster Restaurants LLC	DiaDon, LLC	Lease for Store Number RL1 0449	0.00
Red Lobster Hospitality LLC	Diajeff, LLC	Lease for Store Number RL1 0017	924.50
Red Lobster Hospitality LLC	Diajeff, LLC	Lease for Store Number RL1 0019	0.00
Red Lobster Hospitality LLC	DJW Properties LLC	Lease for Store Number RL1 0718	0.00
Red Lobster Restaurants LLC	Doug Hale, LLC	Lease for Store Number RL1 0600	0.00
Red Lobster Hospitality LLC	Drury Development Corp	Lease for Store Number RL1 6286	0.00
Red Lobster Restaurants LLC	Eastridge LP	Lease for Store Number RL1 0737	0.00
Red Lobster Hospitality LLC	Edward Selby/Linda Selby Trust	Lease for Store Number RL1 0577	0.00
Red Lobster Hospitality LLC	EGE5, LLC	Lease for Store Number RL1 6310	0.00
Red Lobster Hospitality LLC	EIRREK RLF LLC	Lease for Store Number RL1 0345	0.00
Red Lobster Hospitality LLC	Elhio LLC & Elhio II LLC	Lease for Store Number RL1 0632	1,000.00
Red Lobster Hospitality LLC	Empire Mall, LLC	Lease for Store Number RL1 0305	0.00
Red Lobster Hospitality LLC	Esue LLC	Lease for Store Number RL1 0027	0.00
Red Lobster Hospitality LLC	Far Horizons Trailer Village LLC	Lease for Store Number RL1 0323	0.00
Red Lobster Hospitality LLC	Far Horizons Trailer Village LLC	Lease for Store Number RL1 0335	0.00
Red Lobster Restaurants LLC	FCPT Holdings LLC	Lease for Store Number RL1 0540	5,519.79
Red Lobster Restaurants LLC	FCPT Holdings LLC	Lease for Store Number RL1 0798	0.00
Red Lobster Hospitality LLC	FCPT Holdings LLC	Lease for Store Number RL1 0275	0.00
Red Lobster Hospitality LLC	FCPT Holdings LLC	Lease for Store Number RL1 0380	0.00
Red Lobster Restaurants LLC	FCPT Holdings LLC (Non-Master Lease)	Lease for Store Number RL1 0547	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0569	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0685	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6258	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0585	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6229	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6322	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0616	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0038	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0110	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6243	0.00
Red Lobster Canada, Inc	FIMA Development	Lease for Store Number RLC_8183	0.00
Red Lobster Restaurants LLC	FK Properties LLC	Lease for Store Number RL1 0438	0.00
Red Lobster Restaurants LLC	Four Hand Realty, LLC	Lease for Store Number RL1 6238	0.00
Red Lobster Hospitality LLC	Fox River Shopping Center LLC	Lease for Store Number RL1 0587	0.00
Red Lobster Restaurants LLC	FR White Marsh LLC	Lease for Store Number RL1 0634	733.06
Red Lobster Hospitality LLC	Freeway Company LLC/AEG 17 LLC/Graciouu LLC	Lease for Store Number RL1 6226	0.00
Red Lobster Hospitality LLC	Frisco 3056 Preston, LLC	Lease for Store Number RL1 6245	0.00
Red Lobster Restaurants LLC	Ft. Sheri Fort Wayne LLC	Lease for Store Number RL1 0076	0.00
Red Lobster Restaurants LLC	Girardeau P2, LLC	Lease for Store Number RL1 0707	0.00
Red Lobster Restaurants LLC	GLR Property Management LLC	Lease for Store Number RL1 0563	0.00
Red Lobster Hospitality LLC	GP Texarkana LLC	Lease for Store Number RL1 6304	0.00
Red Lobster Hospitality LLC	Grand Robster LLC; Lompoc Jack LLC; Handy Hardees LLC	Lease for Store Number RL1 0129	0.00
Red Lobster Hospitality LLC	GRUPO TFJ Properties, LLC	Lease for Store Number RL1 0464	0.00
Red Lobster Hospitality LLC	GSMS 2011-GC5 East Broadway Boulevard, LLC	Lease for Store Number RL1 0869	0.00
Red Lobster Hospitality LLC	GSPANDE, LLC	Lease for Store Number RL1 0281	0.00
Red Lobster Hospitality LLC	GTL Properties LLLP	Lease for Store Number RL1 0693	0.00
Red Lobster Restaurants LLC	Guidotti Properties	Lease for Store Number RL1 0291	8,820.60
Red Lobster Hospitality LLC	Guima Brazil USA, LLC	Lease for Store Number RL1 6205	0.00
Red Lobster Hospitality LLC	HAI YUE TX LLC	Lease for Store Number RL1 0329	0.00
Red Lobster Hospitality LLC	Hanabi	Lease for Store Number RL1 0579	0.00
Red Lobster Hospitality LLC	Harbor Plaza, LLC	Lease for Store Number RL1 0518	0.00
Red Lobster Restaurants LLC	Harmon Meadow Owner, LLC	Lease for Store Number RL1 6314	0.00
Red Lobster Restaurants LLC	Harwell Capital, LLC	Lease for Store Number RL1 0273	0.00
Red Lobster Hospitality LLC	HCL Goodyear Centerpointe LLC	Lease for Store Number RL1 6342	0.00

RED LOBSTER*Assumed Unexpired Leases*

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality LLC	HRP 0137 San Antonio LLC	Lease for Store Number RL1 0137	0.00
Red Lobster Hospitality LLC	Ironwood I LLC	Lease for Store Number RL1 0339	0.00
Red Lobster Hospitality LLC	Ivision Holdings, LLC	Lease for Store Number RL1 0370	0.00
Red Lobster Restaurants LLC	Jaks, LLC	Lease for Store Number RL1 0231	0.00
Red Lobster Hospitality LLC	JAL Enterprises, Inc.	Lease for Store Number RL1 0354	0.00
Red Lobster Hospitality LLC	JCC California Properties, LLC	Lease for Store Number RL1 0513	15,983.32
Red Lobster Restaurants LLC	JE Fuel, LLC	Lease for Store Number RL1 0607	0.00
Red Lobster Restaurants LLC	Jeanne Jackson-Estate of Lee Jackson	Lease for Store Number RL1 0191	0.00
Red Lobster Restaurants LLC	JFCF Invest-3 LLC	Lease for Store Number RL1 0850	0.00
Red Lobster Restaurants LLC	Joe Amato East End Centre, LP	Lease for Store Number RL1 0445	0.00
Red Lobster Restaurants LLC	JPS Realty Management, LLC	Lease for Store Number RL1 0571	0.00
Red Lobster Hospitality LLC	JSSA Ventures, Inc.	Lease for Store Number RL1 0115	0.00
Red Lobster Hospitality LLC	JTN-RL LLC	Lease for Store Number RL1 0640	0.00
Red Lobster Restaurants LLC	Juan Smyrna Owner LLC, Otto Smyrna Owner LLC and Jose Smyrna Owner LLC	Lease for Store Number RL1 0392	0.00
Red Lobster Hospitality LLC	K.I.R. Copiague L.P.	Lease for Store Number RL1 0614	23,690.04
Red Lobster Restaurants LLC	KB Riverdale, LLC	Lease for Store Number RL1 0417	0.00
Red Lobster Hospitality LLC	Kefayat Navid & Bahram Navid, as Trustees	Lease for Store Number RL1 0146	0.00
Red Lobster Hospitality LLC	Kelso RL Property, LLC	Lease for Store Number RL1 0700	0.00
Red Lobster Hospitality LLC	Keystone Fiesta Plaza, LLC	Lease for Store Number RL1 0369	358.05
Red Lobster Restaurants LLC	King of Prussia, PA Retail LLC	Lease for Store Number RL1 0778	0.00
Red Lobster Hospitality LLC	Kisan Chavan/Kundan Chavan Trust	Lease for Store Number RL1 0608	0.00
Red Lobster Hospitality LLC	Knox & American I, LLC	Lease for Store Number RL1 0249	0.00
Red Lobster Hospitality LLC	KPLP-II, LLC	Lease for Store Number RL1 0284	0.00
Red Lobster Hospitality LLC	Krishnamoorti Family LP	Lease for Store Number RL1 0492	0.00
Red Lobster Canada, Inc	KS AOB Toronto Inc. and Dundas Atrium Toronto Inc.	Lease for Store Number RLC 8176	0.00
Red Lobster Restaurants LLC	La Jolla Group B LLC	Lease for Store Number RL1 0459	0.00
Red Lobster Restaurants LLC	Langston Seawright Enterprises LLC	Lease for Store Number RL1 0179	0.00
Red Lobster Restaurants LLC	Lee Pollard 2007 Revocable Trust/Eric Pollard/Jordan Pollard	Lease for Store Number RL1 0702	0.00
Red Lobster Restaurants LLC	Levine Family Trust	Lease for Store Number RL1 0895	0.00
Red Lobster Hospitality LLC	Levine Family Trust	Lease for Store Number RL1 0545	0.00
Red Lobster Hospitality LLC	Levy Family Limited Partnership	Lease for Store Number RL1 6244	0.00
Red Lobster Hospitality LLC	Limestone Redlob, LLC	Lease for Store Number RL1 0033	0.00
Red Lobster Hospitality LLC	Lincoln Center LLC	Lease for Store Number RL1 0457	5,473.64
Red Lobster Hospitality LLC	Lincoln Holdings, LLC	Lease for Store Number RL1 6271	40,000.00
Red Lobster Canada, Inc	Lo Brothers Investments Co., Ltd.	Lease for Store Number RLC 8115	0.00
Red Lobster Hospitality LLC	Lobonza LLC	Lease for Store Number RL1 6223	0.00
Red Lobster Hospitality LLC	Lobster Building LLC	Lease for Store Number RL1 0673	0.00
Red Lobster Restaurants LLC	Loyal Plaza SC LLC	Lease for Store Number RL1 0644	5,966.74
Red Lobster Restaurants LLC	LPK Holdings & BPW, Inc.	Lease for Store Number RL1 0229	0.00
Red Lobster Hospitality LLC	LPRE Holdings LLC	Lease for Store Number RL1 0516	0.00
Red Lobster Hospitality LLC	Lyn-Jo Washington LLC	Lease for Store Number RL1 0481	0.00
Red Lobster Hospitality LLC	Macerich Lakewood LP	Lease for Store Number RL1 0528	0.00
Red Lobster Hospitality LLC	Macy's Retail Holdings, LLC - CA	Lease for Store Number RL1 0510	3,072.16
Red Lobster Hospitality LLC	Marine Iron & Ship Building Company	Lease for Store Number RL1 0630	0.00
Red Lobster Hospitality LLC	Marion Plaza Associates LP	Lease for Store Number RL1 0560	0.00
Red Lobster Restaurants LLC	Marland Family Partnership	Lease for Store Number RL1 0724	0.00
Red Lobster Hospitality LLC	Mascall Family Trust dated 10/14/2008	Lease for Store Number RL1 0381	0.00
Red Lobster Hospitality LLC	MBI Red Lob LLC	Lease for Store Number RL1 0435	0.00
Red Lobster Restaurants LLC	MCD 6, LLC	Lease for Store Number RL1 0218	16,751.41
Red Lobster Restaurants LLC	Mercantile National Bank of Indiana, as Trustee of Trust No. 3518	Lease for Store Number RL1 0184	0.00
Red Lobster Restaurants LLC	Metro North Crossing LLC	Lease for Store Number RL1 0605	0.00
Red Lobster Restaurants LLC	MGA McDonough LLC	Lease for Store Number RL1 0612	0.00
Red Lobster Restaurants LLC	Mid-Atlantic Property (JT) L.L.C.	Lease for Store Number RL1 0643	0.00
Red Lobster Hospitality LLC	Middletown I Resources L.P.	Lease for Store Number RL1 0663	0.00
Red Lobster Hospitality LLC	Milpitas Town Center 2008 LP	Lease for Store Number RL1 0532	0.00
Red Lobster Canada, Inc	MKN Property Inc.	Lease for Store Number RLC 8116	0.00
Red Lobster Hospitality LLC	MI Claw LLC	Lease for Store Number RL1 0288	0.00
Red Lobster Restaurants LLC	Monica, Inc.	Lease for Store Number RL1 0642	0.00
Red Lobster Hospitality LLC	MPNT Realty LLC	Lease for Store Number RL1 0401	0.00
Red Lobster Restaurants LLC	n/a	Lease for Store Number RL1 0365	0.00
Red Lobster Restaurants LLC	n/a	Lease for Store Number RL1 0712	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 0597	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 0769	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 0863	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 6253	0.00
Red Lobster Canada, Inc	n/a	Lease for Store Number RLC 8129	0.00
Red Lobster Restaurants LLC	NADG NNN RLOB (May-NJ) LP	Lease for Store Number RL1 0575	0.00
Red Lobster Hospitality LLC	Navesink Family Partners LLC	Lease for Store Number RL1 6254	0.00
Red Lobster Hospitality LLC	Navid Bypass Trust dated 7/26/20	Lease for Store Number RL1 0468	0.00
Red Lobster Hospitality LLC	Navid Trusts & Kefayat Navid	Lease for Store Number RL1 0377	0.00

RED LOBSTER*Assumed Unexpired Leases*

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality LLC	New Plan Hampton Village LLC	Lease for Store Number RL1 0497	6,778.75
Red Lobster Hospitality LLC	Next Tech Development LLC	Lease for Store Number RL1 0283	0.00
Red Lobster Hospitality LLC	North Valley Plaza, LLC	Lease for Store Number RL1 0867	43,356.35
Red Lobster Hospitality LLC	NWCC Center Plaza LLC	Lease for Store Number RL1 0448	3,210.40
Red Lobster Hospitality LLC	O'Beach, LLC	Lease for Store Number RL1 0678	0.00
Red Lobster Restaurants LLC	Office Complex Enterprises, Inc.	Lease for Store Number RL1 0568	0.00
Red Lobster Hospitality LLC	Omaha Cave Partnership, L.P.	Lease for Store Number RL1 0414	0.00
Red Lobster Hospitality LLC	ORCE Investments LLC	Lease for Store Number RL1 0877	0.00
Red Lobster Restaurants LLC	Outer Banks Limited Partnership	Lease for Store Number RL1 0550	0.00
Red Lobster Restaurants LLC	Oxford Development Company/Moraine	Lease for Store Number RL1 0655	7,292.89
Red Lobster Restaurants LLC	Pared Motel Associates, LLC	Lease for Store Number RL1 0302	0.00
Red Lobster Hospitality LLC	Park East L.L.C.	Lease for Store Number RL1 0264	54,845.83
Red Lobster Restaurants LLC	Paul Family Trust dated 6/19/1997	Lease for Store Number RL1 0393	0.00
Red Lobster Hospitality LLC	Peconic LLC	Lease for Store Number RL1 0079	0.00
Red Lobster Restaurants LLC	Persam Wethersfield, LLC	Lease for Store Number RL1 0636	0.00
Red Lobster Hospitality LLC	Pine View Enterprises LLC	Lease for Store Number RL1 6209	0.00
Red Lobster Hospitality LLC	Pinlen Lubbock LLC	Lease for Store Number RL1 0169	0.00
Red Lobster Hospitality LLC	Piqred, LLC/Marci Shapiro, LLC	Lease for Store Number RL1 0706	1,000.00
Red Lobster Restaurants LLC	PRAN McCain, LLC	Lease for Store Number RL1 0319	0.00
Red Lobster Restaurants LLC	PRSS LLC	Lease for Store Number RL1 0310	0.00
Red Lobster Restaurants LLC	PVSC Company	Lease for Store Number RL1 0455	0.00
Red Lobster Hospitality LLC	R.Y.G. Realty, Inc.	Lease for Store Number RL1 0691	0.00
Red Lobster Hospitality LLC	Rai Union Realty, LLC & Rai Sawak, LLC	Lease for Store Number RL1 0075	0.00
Red Lobster Hospitality LLC	Raymarc R.E. LLC	Lease for Store Number RL1 0330	0.00
Red Lobster Hospitality LLC	Red Garden, LLC	Lease for Store Number RL1 0582	1,000.00
Red Lobster Hospitality LLC	Red Lobster of Lakeland LLC	Lease for Store Number RL1 6208	0.00
Red Lobster Hospitality LLC	Red Lobster St. Cloud, MN, LLC	Lease for Store Number RL1 0493	0.00
Red Lobster Canada, Inc	Redlob Sheppard Avenue Limited Partnership	Lease for Store Number RLC 8104	0.00
Red Lobster Restaurants LLC	Redwood NC LLC	Lease for Store Number RL1 6382	0.00
Red Lobster Hospitality LLC	RFH1 LLC	Lease for Store Number RL1 0109	0.00
Red Lobster Restaurants LLC	RGLI, LLC	Lease for Store Number RL1 0485	0.00
Red Lobster Hospitality LLC	RH Tacoma Place Associates, LLC and H.I.R. 3	Lease for Store Number RL1 0453	0.00
Red Lobster Canada, Inc	Rhyl Realty Inc.	Lease for Store Number RLC 8155	0.00
Red Lobster Hospitality LLC	RJP RL I Drive, LLC	Lease for Store Number RL1 6303	0.00
Red Lobster Restaurants LLC	RL Elizabethtown LLC	Lease for Store Number RL1 6297	0.00
Red Lobster Restaurants LLC	RL Enterprises LLC	Lease for Store Number RL1 0747	0.00
Red Lobster Restaurants LLC	RL Kokomo LLC	Lease for Store Number RL1 0297	0.00
Red Lobster Hospitality LLC	RL Madison LLC	Lease for Store Number RL1 0131	0.00
Red Lobster Restaurants LLC	RLCA Properties, Inc.	Lease for Store Number RL1 0285	0.00
Red Lobster Restaurants LLC	Robbies Inc.	Lease for Store Number RL1 0255	0.00
Red Lobster Hospitality LLC	Rod De Llano Family Partnership & Herbert & Isabel Wolfe Trust	Lease for Store Number RL1 6213	0.00
Red Lobster Hospitality LLC	Roger J. Janow Bank Trust	Lease for Store Number RL1 0122	0.00
Red Lobster Hospitality LLC	ROIC California, LLC	Lease for Store Number RL1 0525	0.00
Red Lobster Hospitality LLC	Round Rock RL LLC	Lease for Store Number RL1 6242	0.00
Red Lobster Hospitality LLC	Roy T. Young, Trustee of The Roy Timothy Young Revocable Trust UAD April 6	Lease for Store Number RL1 0887	0.00
Red Lobster Restaurants LLC	RPRL Union 22 LLC	Lease for Store Number RL1 0442	0.00
Red Lobster Hospitality LLC	RXR 5TS Owner LLC	Lease for Store Number RL1 6298	0.00
Red Lobster Hospitality LLC	Rynako LP	Lease for Store Number RL1 6332	0.00
Red Lobster Hospitality LLC	Salinas Shopping Center Associates LP & Harden Ranch Plaza Associates, LLC	Lease for Store Number RL1 0617	0.00
Red Lobster Canada, Inc	Sarah Kranc/Leibco Realty (Ruth Goodman)	Lease for Store Number RLC 8134	0.00
Red Lobster Restaurants LLC	Sayage Valdosta LLC	Lease for Store Number RL1 0595	0.00
Red Lobster Restaurants LLC	SC Heights LLC	Lease for Store Number RL1 0259	0.00
Red Lobster Restaurants LLC	SCF RC Funding IV LLC	Lease for Store Number RL1 6317	0.00
Red Lobster Hospitality LLC	SCFR RC Funding IV LLC	Lease for Store Number RL1 0564	0.00
Red Lobster Restaurants LLC	SCFRC-HW-V LLC	Lease for Store Number RL1 0290	0.00
Red Lobster Restaurants LLC	Scullin Real Estate V, LLC	Lease for Store Number RL1 6346	0.00
Red Lobster Hospitality LLC	Scullin Real Estate VII LLC	Lease for Store Number RL1 0125	0.00
Red Lobster Restaurants LLC	Silver Springs Series, a Series of Owl's Nest Properties, LLC	Lease for Store Number RL1 0496	0.00
Red Lobster Restaurants LLC	Smith Legacy LLC	Lease for Store Number RL1 6233	0.00
Red Lobster Hospitality LLC	Smith Ranches; T&D Smith Family Trust dtd 7-2-1996	Lease for Store Number RL1 0576	0.00
Red Lobster Restaurants LLC	SMS Ambassadors Corp	Lease for Store Number RL1 0731	0.00
Red Lobster Hospitality LLC	Soon Chun Nanci Pak	Lease for Store Number RL1 0416	0.00
Red Lobster Restaurants LLC	Spadea, Inc.	Lease for Store Number RL1 0061	0.00
Red Lobster Hospitality LLC	Speedway95, LLC	Lease for Store Number RL1 0071	5,016.00
Red Lobster Restaurants LLC	Spencer Real Estate LLC, Thomas S. Bass, et al	Lease for Store Number RL1 6390	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0035	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0118	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0230	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0397	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0554	0.00

RED LOBSTER*Assumed Unexpired Leases*

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0559	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0739	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0843	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0034	1,279.54
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0897	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 6206	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0130	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0186	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0606	268.78
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0683	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0836	0.00
Red Lobster Hospitality LLC	SS Small Mouth Parkersburg LLC	Lease for Store Number RL1 0716	0.00
Red Lobster Restaurants LLC	Staunton EM 2 LLC	Lease for Store Number RL1 0860	0.00
Red Lobster Hospitality LLC	Steve Hongdur Lin/Carol Yao Lin Revocable Trust	Lease for Store Number RL1 0383	0.00
Red Lobster Hospitality LLC	Stone Land LLC	Lease for Store Number RL1 6276	0.00
Red Lobster Restaurants LLC	Sunbeam Development Corporation	Lease for Store Number RL1 0371	5,000.00
Red Lobster Restaurants LLC	SWB-Lynn Holdings, LLC	Lease for Store Number RL1 0296	0.00
Red Lobster Hospitality LLC	Tanger Outlets Deer Park, LLC	Lease for Store Number RL1 6392	9,079.63
Red Lobster Restaurants LLC	Ted & Maria's Plaza, LLC	Lease for Store Number RL1 0697	0.00
Red Lobster Hospitality LLC	Tehan's Realty Company	Lease for Store Number RL1 0489	0.00
Red Lobster Restaurants LLC	The Arahamian Trust	Lease for Store Number RL1 0853	0.00
Red Lobster Restaurants LLC	The Floyd Lewis Real Estate, LLC	Lease for Store Number RL1 0708	0.00
Red Lobster Hospitality LLC	The Gerrard Family Limited Partnership, LLLP	Lease for Store Number RL1 6256	0.00
Red Lobster Hospitality LLC	The Jean Ann Becker Revocable Trust	Lease for Store Number RL1 0224	0.00
Red Lobster Hospitality LLC	The Karen K. Schneberger Living Trust; The Frank A. Mineo Revocable Living	Lease for Store Number RL1 0508	0.00
Red Lobster Hospitality LLC	The P. Smith Realty, LLC	Lease for Store Number RL1 0352	0.00
Red Lobster Restaurants LLC	The Raphael Family Wooster Street Company LLC	Lease for Store Number RL1 0482	0.00
Red Lobster Hospitality LLC	Tom & Lee Holding Company, LLC and Tom Family Trust of 1984	Lease for Store Number RL1 6313	0.00
Red Lobster Restaurants LLC	Tornig Realty LLC	Lease for Store Number RL1 0174	0.00
Red Lobster Restaurants LLC	Travel Lobster LLC	Lease for Store Number RL1 0878	0.00
Red Lobster Hospitality LLC	Tribella Properties LLC	Lease for Store Number RL1 6326	0.00
Red Lobster Restaurants LLC	TripleBAR York Marketplace, LLC	Lease for Store Number RL1 0420	0.00
Red Lobster Restaurants LLC	Two D Holdings, LLC	Lease for Store Number RL1 0372	0.00
Red Lobster Restaurants LLC	UE 675 Route 1, LLC	Lease for Store Number RL1 0267	20,325.00
Red Lobster Restaurants LLC	UE 7000 Hadley Road LLC	Lease for Store Number RL1 0379	0.00
Red Lobster Restaurants LLC	University Venture Corp	Lease for Store Number RL1 0625	0.00
Red Lobster Hospitality LLC	UT Heights LLC	Lease for Store Number RL1 0613	0.00
Red Lobster Hospitality LLC	Van Vliet Acquisitions IV, LLC	Lease for Store Number RL1 0456	0.00
Red Lobster Hospitality LLC	Vera Cruz Properties, LP	Lease for Store Number RL1 0732	0.00
Red Lobster Restaurants LLC	Vera, LLC	Lease for Store Number RL1 0402	0.00
Red Lobster Restaurants LLC	VEREIT Real Estate L.P.	Lease for Store Number RL1 0599	0.00
Red Lobster Restaurants LLC	VEREIT Real Estate LP	Lease for Store Number RL1 0591	0.00
Red Lobster Restaurants LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0647	23,826.41
Red Lobster Restaurants LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 6216	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0479	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0845	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0864	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 6338	0.00
Red Lobster Restaurants LLC	Vestar Bowles Crossing LLC	Lease for Store Number RL1 0446	0.00
Red Lobster Hospitality LLC	W North Las Vegas LLC	Lease for Store Number RL1 6391	0.00
Red Lobster Restaurants LLC	Walster, LLC	Lease for Store Number RL1 0557	11,161.26
Red Lobster Hospitality LLC	Wayne A. Belleau	Lease for Store Number RL1 0857	0.00
Red Lobster Restaurants LLC	Wayne Belleau	Lease for Store Number RL1 0574	0.00
Red Lobster Restaurants LLC	Wayne Belleau	Lease for Store Number RL1 6334	0.00
Red Lobster Hospitality LLC	Wayne Belleau	Lease for Store Number RL1 0661	0.00
Red Lobster Restaurants LLC	Weatherby Enterprises	Lease for Store Number RL1 0312	0.00
Red Lobster Restaurants LLC	Wild Realty 1, LLC	Lease for Store Number RL1 0604	0.00
Red Lobster Hospitality LLC	Wild Realty 3, LLC	Lease for Store Number RL1 0386	0.00
Red Lobster Restaurants LLC	Wilkinson Dekalb Land Company LLC	Lease for Store Number RL1 0443	22,816.03
Red Lobster Hospitality LLC	William and Janet Fisher	Lease for Store Number RL1 0727	0.00
Red Lobster Restaurants LLC	Woodbridge Heights Associates, LLC	Lease for Store Number RL1 6231	0.00
Red Lobster Hospitality LLC	Woodside Parma LLC	Lease for Store Number RL1 0116	0.00
Red Lobster Hospitality LLC	World Class Investments, LLC	Lease for Store Number RL1 6373	2,000.00
Red Lobster Hospitality LLC	WPE Investment #10, L.L.C.; 5950 North Federal Investments LLC	Lease for Store Number RL1 0029	0.00
Red Lobster Hospitality LLC	Yasmon 19 Group LLC	Lease for Store Number RL1 6308	0.00
Red Lobster Hospitality LLC	Yavapai-Prescott Indian Tribe	Lease for Store Number RL1 0623	1,319.34
Red Lobster Hospitality LLC	YYRL South Padre Island Drive Owner LLC; YYRL South Padre Island Drive Ov	Lease for Store Number RL1 0163	0.00
Red Lobster Canada, Inc	Zuricha Capital Ltd.	Lease for Store Number RLC 8135	0.00
Red Lobster Restaurants LLC	HAQ CORPORATION	RESTAURANT #895 PARKING AGREEMENT DATED 7/1/2003	350.00

Assumed Executory Contracts

RED LOBSTER

Assumed Executory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality, LLC	A&G REALTY PARTNERS LLC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	AARDVARK SERVICES CORP	Facility Service Agreement (Landscape) For Restaurant #0481	382.10
Red Lobster Sourcing LLC	AB FOODS, LLC	General Terms And Conditions Dated 11/04/2020	0.00
Red Lobster Restaurants LLC	AEP ENERGY, INC.	Product And Pricing Summary Dated 12/6/2023	0.00
Red Lobster Restaurants LLC	ALLSTAR ELEVATOR & ESCALATOR INSPECTION AGENCY INC	General Services Agreement	1,240.00
Red Lobster Hospitality, LLC	AMERICAN BACKFLOW PREVENTION INC	General Services Agreement	1,301.72
[Red Lobster]	American Express Travel Related Services Company, Inc.	Agreement for American Express Card Acceptance, dated as of 2020, (the "American Express Agreement")	0.00
Red Lobster Hospitality, LLC	AMW CONTRACTING INC	General Services Agreement	13,164.05
Red Lobster Hospitality, LLC	ANCHOR PACKAGING, INC	Order No. 1 To General Terms And Conditions Dated 12/20/2023	0.00
Red Lobster Sourcing LLC	ANCHOR PACKAGING, LLC	General Terms And Conditions Dated 11/09/2023	0.00
Red Lobster Restaurants LLC	ATHENS ORTHOPEDIC CLINIC	Restaurant #36 Temporary Parking Agreement Dated 3/26/2019	0.00
Red Lobster Hospitality, LLC	AUGUST CORSO SONS INC	Facility Service Agreement (Landscape) For Restaurant #0423	2,439.23
Red Lobster Hospitality, LLC	AUGUST CORSO SONS INC	Facility Service Agreement (Snow) For Restaurant #0423	0.00
Red Lobster Hospitality, LLC	AWNINGS BY KINSER LLC	General Services Agreement	800.00
Red Lobster Sourcing LLC	BADIA SPICES INC.	General Terms And Conditions	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Amendment No. 3	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	The Merchant Processing Agreement Dated 07/18/2017	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Equipment Purchase And Rental Supplement Dated 11/07/2018	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Amendment No. 2 Dated 12/10/2019	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Merchant Processing Agreement Dated 03/02/2015	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA, N.A.	Merchant Processing Agreement Dated 03/02/2015	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA, N.A.	Amendment No. 4 To The Merchant Processing Agreement Dated 11/18/2021	0.00
Red Lobster Restaurants LLC	BARKLEY INC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	BBI LOGISTICS LLC	General Services Agreement	4,400.00
Red Lobster Canada, Inc.	BLACKHAWK CARD PARTICIPATION	Program Terms Agreement Dated 06/21/2018	0.00
Red Lobster Canada, Inc.	BLACKHAWK CN	Gift Card Agreement Dated 06/30/2015	0.00
Red Lobster Restaurants LLC	BOERSMA ENTERPRISES INC	Facility Service Agreement (Landscape) For Restaurant #0747	1,819.00
Red Lobster Canada, Inc.	BRINK'S CANADA LIMITED	Armoured Transportation Service Agreement Dated 07/01/2014	0.00
Red Lobster Canada, Inc.	BRINK'S CANADA LIMITED / BRINKS CANADA LIMITEE	Rider 2 Dated 09/12/2016	0.00
Red Lobster Sourcing LLC	BRITZ FOOD GROUP	General Terms And Conditions Dated 09/09/2021	0.00
Red Lobster Restaurants LLC	C R S SERVICES INC	General Services Agreement	914.12
Red Lobster Sourcing LLC	C.H. ROBINSON COMPANY	Master Services Agreement Dated 05/16/2016	0.00
Red Lobster Sourcing LLC	C.H. ROBINSON COMPANY	Amendment 01 To The Master Services Agreement Dated 09/15/2022	7,556.61
Red Lobster Sourcing LLC	C.H. ROBINSON COMPANY	Amendment No. 1 To Master Services Agreement Dated 03/01/2021	0.00
Red Lobster Restaurants LLC	CAMERON L JENKINS	Facility Service Agreement (Snow) For Restaurant #0438	3,053.22
Red Lobster Restaurants LLC	CAPTIVE-AIRE SYSTEMS INC	General Services Agreement	8,174.73
Red Lobster Hospitality, LLC	CBRE INC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	CHAPMANS MECHANICAL SYSTEMS INC	Facility Service Agreement (Hvac) For Restaurant #0738	2,779.12
Red Lobster Restaurants LLC	CHILL SERVICES LLC	Facility Service Agreement (Snow) For Restaurant #6297	371.00
Red Lobster Hospitality, LLC	CINTAS CORPORATION NO 3	Facility Service Agreement (Hvac) For Restaurant #0155	0.00
Red Lobster Hospitality, LLC	CINTAS CORPORATION NO 3	Facility Service Agreement (Hvac) For Restaurant #0284	0.00
Red Lobster Restaurants LLC	CINTAS CORPORATION NO 3	Facility Service Agreement (Hvac) For Restaurant #0482	0.00
Red Lobster Hospitality, LLC	CINTAS MANAGED SOLUTIONS FIRE PROTECTION GROUP	Facilities Service Agreement Dated 09/16/2016	0.00
Red Lobster Hospitality, LLC	CITY OF CASPER, WYOMING MUNICIPAL CORPORATION	Release And Indemnification Agreement For Restaurant #6374 Dated 08/18/2022	0.00
Red Lobster Hospitality, LLC	CML-COLORADO MECHANICAL	Facilities Service Agreement For Restaurant #6383 Dated 08/24/2023	0.00
Red Lobster Canada, Inc.	COCA-COLA CANADA BOTTLING LIMITED	Beverage Supply Agreement Dated 04/14/2023	0.00
Red Lobster Canada, Inc.	COCA-COLA LTD.	Beverage Supply Agreement Dated 04/14/2023	0.00
Red Lobster Hospitality, LLC	Comdere	Franchise Agreement	0.00
Red Lobster Sourcing LLC	CONSOLIDATED CATFISH PRODUCER LLC	General Terms And Conditions Dated 09/05/2023	0.00
Red Lobster Hospitality, LLC	CONTINENTAL MILLS	Master Intellectual Property License Agreement Dated 8/3/2021	0.00
Red Lobster Hospitality, LLC	CONTINENTAL MILLS, INC.	Amendment No. 3 Dated 06/18/2018	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0844	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0314	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0314	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6240	15,800.79
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0095	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0137	0.00
Red Lobster Hospitality, LLC	DAVACO INC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	DAVACO LP	General Services Agreement	0.00
Red Lobster Hospitality, LLC	Delicias Orange	Vendor Agreement	0.00
Red Lobster Hospitality, LLC	DESTIN WATER ADVENTURES, LLC	Restaurant #458 Temporary Parking Agreement Dated 3/15/2022	0.00
Red Lobster Hospitality, LLC	Diane R. Peebles	Copyright License dated June 22, 2015	0.00
Red Lobster Restaurants LLC	DIRECT ENERGY BUSINESS MARKETING, LLC	Commodity Master Agreement Dated 11/04/2021	0.00
Red Lobster Restaurants LLC	DIRECT ENERGY BUSINESS, LLC	Electricity Transaction Confirmation Dated 12/6/2023	0.00
Red Lobster Restaurants LLC	DIRECT ENERGY BUSINESS, LLC	Electricity Transaction Agreement Dated 04/17/2023	0.00
Red Lobster Canada, Inc.	DIRECT ENERGY MARKETING LIMITED	Energy Purchase Agreement Dated 11/18/2021	0.00
Red Lobster Canada, Inc.	DIRECT ENERGY MARKETING LIMITED	Energy Purchase Agreement Dated 11/18/2021	0.00
Red Lobster Sourcing LLC	DR PEPPER SEVEN UP, INC.	Fountain Agreement Dated 01/01/2013	0.00
Red Lobster Sourcing LLC	DR PEPPER SEVEN UP, INC.	Amendment To Fountain Support Agreement Dated 01/01/2020	0.00
Red Lobster Sourcing LLC	DR PEPPER SEVEN UP, INC.	Fountain Support Agreement Dated 11/14/2023	0.00
Red Lobster Hospitality, LLC	DR POWER WASHERS INC	General Services Agreement	649.50
Red Lobster Sourcing LLC	DRESS THE DRINK, LLC	General Terms And Conditions Dated 11/08/2023	0.00
Red Lobster Sourcing LLC	DURO-LAST, INC.	National Account Incentive Agreement Dated 02/17/2021	0.00
Red Lobster Restaurants LLC	DUTCH ENTERPRISES INC	General Services Agreement	0.00
Red Lobster Restaurants LLC	DUTCH ENTERPRISES INC	Facility Service Agreement (Hvac) For Restaurant #0707	4,075.84
Red Lobster Restaurants LLC	DUTCH ENTERPRISES INC	Facility Service Agreement (Hvac) For Restaurant #0707	0.00
Red Lobster Hospitality, LLC	DYNEGY ENERGY SERVICES, LLC	Electric Service Agreement Dated 3/28/2023	0.00
Red Lobster Hospitality, LLC	ECOLAB INC	Facility Service Agreement (Hvac) For Restaurant #6391	121,957.07
Red Lobster Sourcing LLC	ECOLAB INC.	Amendment No. 2 To Product And Services Supply Agreement Dated 12/01/2022	0.00
Red Lobster Sourcing LLC	ECOLAB INC.	Amendment To Product And Services Supply Agreement Dated 06/01/2020	0.00
Red Lobster Sourcing LLC	ECOLAB INC.	Product And Services Supply Agreement Dated 03/31/2016	0.00
Red Lobster Sourcing LLC	Ecolab Pest	Pest Elimination Services Agreement Dated 4/1/2024	0.00
Red Lobster Restaurants LLC	EDF ENERGY SERVICES, LLC	Master Retail Electricity Sales Agreement Dated 9/29/2021	0.00
Red Lobster Hospitality, LLC	EEC ACQUISITION LLC	General Services Agreement	TBD ⁽¹⁾
Red Lobster Restaurants LLC	EEC ACQUISITION LLC	Facility Service Agreement (Hvac) For Restaurant #0398	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Pricing Agreement Dated 9/30/2021	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Pricing Agreement Dated 9/30/2021	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Customer Supply Agreement Dated 9/30/2021	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Pricing Agreement Dated 9/30/2021	0.00
Red Lobster Restaurants LLC	ENERGY MAINTENANCE AND MANAGEMENT INC	General Services Agreement	0.00
Red Lobster Restaurants LLC	ERISA SERVICES OF GEORGIA	GA 10832-001 Service Agreement	0.00
Red Lobster Restaurants LLC	ERISA SERVICES OF GEORGIA	GA 10832-003 Service Agreement	0.00
Red Lobster Restaurants LLC	EyeMed Vision Care, LLC	Vision Plan Dated 11/30/2021	0.00
Red Lobster Canada, Inc.	FIRST DATA CANADA LTD.	Merchant Processing Agreement Dated 03/02/2015	0.00
Red Lobster Canada, Inc.	FIRST DATA CANADA LTD.	Amendment No. 4 To The Merchant Processing Agreement Dated 11/18/2021	0.00
Red Lobster Hospitality, LLC	FITHAUS, INC D/B/A HTE OFFICE	Restaurant #29 Temporary Parking Agreement Dated 2/1/2023	0.00
Red Lobster Hospitality, LLC	Fly by Wings	Vendor Agreement	0.00
Red Lobster Hospitality, LLC	Fly by Wings	Vendor Agreement	0.00
Red Lobster Restaurants LLC	GAS SOUTH, LLC	Agreement For Natural Gas Sales Dated 1/1/2021	0.00

⁽¹⁾ As described in the Debtors' September 3, 2024 Status Report Regarding Cure Objection [ECF No. 1105], the Parties need additional time to resolve the counterparty's cure objection

RED LOBSTER

Assumed Executory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Canada, Inc.	GLOBAL CORE SOFTWARE, A TRADENAME OF GRANITE COMPLETE SOLUTIONS, LLC	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Distribution Agreement Dated 05/22/2009	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Distribution Agreement Dated 09/01/2017	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Second Amendment To Distribution Agreement Dated 05/31/2016	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Amendment 3 To Distribution Agreement Dated 12/01/2021	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Distribution Agreement Dated 12/03/2017	0.00
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Amendment Number 4 To Distribution Agreement Dated 05/28/2023	
Red Lobster Supply LLC	GORDON FOOD SERVICE CANADA LTD	Indemnification Agreement Dated 12/19/2023	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD.	Amendment Number 1 To Fresh Distribution Agreement Dated 05/28/2023	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD.	Amendment Number 4 To Distribution Agreement Dated 05/28/2023	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD.	Fresh Distribution Agreement Dated 11/01/2018	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA, INC.	First Amendment To Distribution Agreement Dated 01/30/2014	0.00
Red Lobster Hospitality, LLC	GRAND RAPIDS ENERGY	Gas Service Agreement Dated 5/1/2023	0.00
Red Lobster Hospitality, LLC	GROW PRO LLC	Facility Service Agreement (Landscape) For Restaurant #0613	14,843.23
Red Lobster Hospitality, LLC	GROW PRO LLC	Facility Service Agreement (Landscape) For Restaurant #0589	
Red Lobster Restaurants LLC	HILLER LLC	Facility Service Agreement (Hvac) For Restaurant #0635	1,093.00
Red Lobster Canada, Inc.	HP CANADA CO.	Print Services Schedule Dated 01/08/2016	0.00
Red Lobster Canada, Inc.	HP CANADA CO.	Print Services Schedule Dated 12/07/2015	0.00
Red Lobster Canada, Inc.	INCOMM CANADA	Product Provider Master Agreement Dated 09/23/2015	0.00
Red Lobster Canada, Inc.	INKAS® SECURITY SERVICES LTD	Service Agreement Dated 09/28/2017	0.00
Red Lobster Canada, Inc.	INKAS® SECURITY SERVICES LTD.	Service Agreement Dated 07/04/2017	0.00
Red Lobster Canada, Inc.	INKAS® SECURITY SERVICES LTD.	Service Agreement Dated 09/28/2017	0.00
Red Lobster Hospitality, LLC	INTERCONN RESOURCES, LLC	Natural Gas Service Agreement Dated 03/13/2023	0.00
Red Lobster Hospitality, LLC	INTERFACE SECURITY SYSTEMS LLC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	INTERSTATE GAS SUPPLY, INC	General Transportation Service Contract Dated 5/10/2022	
Red Lobster Hospitality, LLC	INTERSTATE GAS SUPPLY, INC	Natural Gas Purchase Agreement Dated 8/1/2023	0.00
Red Lobster Restaurants LLC	INTERSTATE GAS SUPPLY, INC	Natural Gas Purchase Contract Dated 6/30/2022	
Red Lobster Canada, Inc.	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	8,383.32
Red Lobster Canada, Inc.	IRON MOUNTAIN SECURE SHREDDING CANADA, INC.	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	0.00
Red Lobster Hospitality, LLC	JBL SERVICES LLC	Facility Service Agreement (Snow) For Restaurant #0487	2,673.10
Red Lobster Hospitality, LLC	JOHNATHAN PANTER	Facility Service Agreement (Landscape) For Restaurant #0508	6,077.63
Red Lobster Hospitality, LLC	JOSSART INC	Facility Service Agreement (Landscape) For Restaurant #0487	2,164.00
Red Lobster Hospitality, LLC	JRS PLUMBING AND DRAIN	General Services Agreement	2,738.80
Red Lobster Canada, Inc.	JustEat	Vendor Agreement	0.00
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	General Services Agreement	
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	Facility Service Agreement (Hvac) For Restaurant #0240	38,703.53
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	Facility Service Agreement (Hvac) For Restaurant #0195	
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	Facility Service Agreement (Hvac) For Restaurant #0420	
Red Lobster Restaurants LLC	KAUTZ CONSTRUCTION COMPANY	General Services Agreement	22,048.19
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	Fourth Amendment To Distribution Agreement Dated 10/01/2022	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PEG CUSTOMIZED DISTRIBUTION	Distribution Agreement Dated 01/01/2023	36,030.91
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC.	Distribution Agreement Dated 05/03/2016	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC.	Distribution Agreement Dated 05/03/2016	0.00
Red Lobster Sourcing LLC	DBA PFG CUSTOMIZED DISTRIBUTIO	Distribution Agreement Dated 05/03/2016	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PEG CUSTOMIZED DISTRIBUTION	Third Amendment To Distribution Agreement Dated 08/01/2022	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	First Amendment To Distribution Agreement Dated 06/30/2021	
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	Second Amendment To Distribution Agreement Dated 02/01/2022	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	Third Amendment To Distribution Agreement Dated 08/01/2022	
Red Lobster Sourcing LLC	KOCH FOODS	Supply Agreement	0.00
Red Lobster Hospitality, LLC	KORE WIRELESS INC.	Order Form Dated 04/05/2023	0.00
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC	Supply Agreement Dated 11/01/2023	0.00
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC.	General Terms And Conditions Dated 09/16/2019	
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC.	Supply Agreement Dated 01/11/2023	0.00
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC.	General Terms And Conditions Dated 09/23/2019	
Red Lobster Hospitality, LLC	LOS ANGELES PLUMBING & BACKFLOW TESTING INC	General Services Agreement	5,200.35
Red Lobster Sourcing LLC	LXJT INTERMEDIATE HOLDINGS, INC DBA BEVOLUTION GROU	General Terms And Conditions	0.00
Red Lobster Hospitality, LLC	MA LANDSCAPE	Facility Service Agreement (Landscape) For Restaurant #0667	
Red Lobster Hospitality, LLC	MA LANDSCAPE	Facility Service Agreement (Landscape) For Restaurant #6320	4,200.00
Red Lobster Hospitality, LLC	MA LANDSCAPE	Facility Service Agreement (Landscape) For Restaurant #6219	
Red Lobster Hospitality, LLC	MACDADE CONSTRUCTION INC	General Services Agreement	0.00
Red Lobster Restaurants LLC	MANSFIELD POWER & GAS	Commercial Gas Sales Agreement Dated 06/30/2022	16,817.03
Red Lobster Restaurants LLC	MARSH MCLENNAN	MMAS Consulting Agreement	0.00
Red Lobster Restaurants LLC	MARSH MCLENNAN	MMAS 3(38) Services Agreement Hourly	0.00
Red Lobster Restaurants LLC	MARSH MCLENNAN	MMAS 3(38) Services Agreement Salary	0.00
Red Lobster Sourcing LLC	MASTERS GALLERY FOODS, INC.	Supply Agreement	0.00
Red Lobster Sourcing LLC	MCCAIN FOODS USA, INC.	General Terms And Conditions Dated 05/30/2023	0.00
Red Lobster Hospitality, LLC	MECHANICAD INC	General Services Agreement	216.50
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-2 Dated 05/01/2015	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Services Agreement Dated 10/24/2014	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-3	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-4	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-5	0.00
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-6	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-7	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-9 Dated 01/01/2023	
Red Lobster Restaurants LLC	MERCER (CANADA) LIMITED	Project Initiation Form Dated 01/13/2013	
Red Lobster Restaurants LLC	MERCER (US) INC.	Terms And Conditions Governing Engagement Dated 08/21/2008	0.00
Red Lobster Restaurants LLC	MERCER INVESTMENT CONSULTING, INC.	Project Initiation Form Dated 03/19/2009	0.00
Red Lobster Restaurants LLC	MONTGOMERY CROSS RETAIL GROUP, LLC	Restaurant #173 Parking Agreement Dated 11/1/2018	0.00
Red Lobster Hospitality, LLC	MP2 ENERGY NE LLC D/B/A SHELL ENERGY SOLUTIONS LLC	Master Energy Sales Agreement Dated 10/30/2020	53,911.24
Red Lobster Hospitality, LLC	MY TECH TEXAS LLC	General Services Agreement	6,262.03
Red Lobster Hospitality, LLC	MY TECH TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6256	
Red Lobster Restaurants LLC	NOMAD GROUP LLC	General Services Agreement	3,578.95
Red Lobster Restaurants LLC	NRG BUSINESS MARKETING LLC	Commodity Master Agreement Dated 11/04/2021	0.00
Red Lobster Hospitality, LLC	OHIO NATURAL GAS	Gas Service Agreement Dated 04/18/2023	0.00
Red Lobster Sourcing LLC	OS SALES CO, INC.	General Terms And Conditions Dated 10/26/2023	0.00
Red Lobster Hospitality, LLC	OTIS ELEVATOR COMPANY	Service Agreement For Restaurant #6298 Dated 08/11/2023	442.43
Red Lobster Hospitality, LLC	PEGNATO ROOF INTELLIGENCE NETWORK	General Services Agreement	10,982.20
Red Lobster Sourcing LLC	PEPSI-COLA ADVERTISING AND MARKETING, INC.	Beverage Sales Agreement Dated 06/08/2020	53,722.52
Red Lobster Sourcing LLC	PEPSICO SALES, INC.	Beverage Sales Agreement Dated 06/08/2020	
Red Lobster Sourcing LLC	PEPSICO SALES, INC.	Amendment #1 Dated 10/27/2023	0.00

RED LOBSTER

Assumed Executory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality, LLC	RLSV, INC.	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RLSV, INC.	Gift Card Program Agreement Dated 07/28/2014	
RL Kansas LLC	RLSV, INC.	Gift Card Program Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	ROY N WESLEY SR	Facility Service Agreement (Landscape) For Restaurant #6317	2,550.00
Red Lobster Canada, Inc.	Royal Bank of Canada	Financial Services Agreement	0.00
Red Lobster Hospitality, LLC	SAGOLA CONTRACTING INC	General Services Agreement	390.00
Red Lobster Sourcing LLC	SAP AMERICA, INC.	Software License Agreement Dated 09/23/2014	0.00
Red Lobster Canada, Inc.	SAVE ON MECHANICAL SERVICES LTD	General Services Agreement	0.00
Red Lobster Sourcing LLC	SEAONUS COLD STORAGE	Contracted Rates And Services Dated 03/08/2021	0.00
Red Lobster Sourcing LLC	SEAONUS COLD STORAGE LLC	Confidential Contracted Rates And Services Dated 03/08/2021	0.00
Red Lobster Sourcing LLC	SEAONUS COLD STORAGE-JACKSONVILLE LLC	First Am Ended And Restated Storage And Handling Agreement Dated 06/01/2023	0.00
Red Lobster Restaurants LLC	Sedgwick Claims Management Services, Inc.	Claims Management Services Agreement	0.00
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	General Services Agreement	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0468	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0877	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6322	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6349	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6295	43,852.48
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0416	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0691	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6308	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0545	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0334	
Red Lobster Hospitality, LLC	SHAWNEE MILLING COMPANY CORPORATION	Formulation Agreement Dated 01/31/2024	0.00
Red Lobster Hospitality, LLC	SHEER ENTERPRISES INC	General Services Agreement	29,639.37
Red Lobster Hospitality, LLC	SHEER ENTERPRISES, INC	Facilities Service Agreement For Restaurant #0179 Dated 07/07/2021	
Red Lobster Hospitality, LLC	SHEER ENTERPRISES, INC	Facility Service Agreement (Hvac) For Restaurant #0348	0.00
Red Lobster Restaurants LLC	SHEER ENTERPRISES, INC	Facilities Service Agreement For Restaurant #0179 Dated 07/07/2021	
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	General Services Agreement	
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	Facility Service Agreement (Hvac) For Restaurant #6391	40,179.30
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	Facility Service Agreement (Hvac) For Restaurant #0339	
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	Facility Service Agreement (Hvac) For Restaurant #6257	
Red Lobster Sourcing LLC	SLADE GORTON & CO., INC.	Tenth Amendment Dated 07/01/2016	0.00
Red Lobster Canada, Inc.	SLADE GORTON & COMPANY, INC.	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Restaurants LLC	SMARTEST ENERGY	Service Agreement	0.00
Red Lobster Restaurants LLC	SMARTEST ENERGY US, LLC	Master Sales Agreement Dated 03/28/2023	0.00
Red Lobster Hospitality, LLC	SOLANO MALL	Restaurant #727 Mall Sign Contribution And Maintenance Agreement Dated 12/13/1995	0.00
Red Lobster Hospitality, LLC	SOUTHEAST MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #6369	3,158.04
Red Lobster Hospitality, LLC	STANLEY STEEMER INTERNATIONAL INC	General Services Agreement	2,193.00
Red Lobster Hospitality, LLC	STAR-WEST SOLANO LLC	Restaurant #727 First Amendment To Advertisement Agreement Dated 7/15/2021	0.00
Red Lobster Restaurants LLC	STEVE DOVE	Facility Service Agreement (Snow) For Restaurant #0393	1,305.00
Red Lobster Sourcing LLC	SUGAR FOODS CORPORATION	General Terms And Conditions	0.00
Red Lobster Canada, Inc.	SUN LIFE ASSURANCE COMPANY OF CANADA	Group Annuity Policy Dated 04/01/2008	
Red Lobster Canada, Inc.	SUN LIFE ASSURANCE COMPANY OF CANADA	Group Annuity Policy Dated 07/28/2014	0.00
Red Lobster Canada, Inc.	SUN LIFE ASSURANCE COMPANY OF CANADA	Service And Fee Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	SUPERIOR ALARM, INC.	Facilities Service Agreement For Restaurant #0685 Dated 01/19/2024	0.00
Red Lobster Hospitality, LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 815378 Related To Base Contract / Gas Sales Agreement Dated 07/22/2014	
Red Lobster Hospitality, LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation Dated 12/21/2022 Related To Base Contract Dated 7/29/2014	
Red Lobster Hospitality, LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation Dated 12/7/2023 Related To Base Contract Dated 7/22/2014	
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 859365 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	0.00
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 815396 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 867056 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 803522 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	
Red Lobster Sourcing LLC	TAMPA MAID FOODS	General Terms And Conditions Dated 06/26/2023	0.00
Red Lobster Sourcing LLC	THE PROCTER & GAMBLE DISTRIBUTING LLC	Supply Agreement Dated 11/16/2023	0.00
Red Lobster Sourcing LLC	THE PROCTER & GAMBLE DISTRIBUTING LLC	General Terms End Conditions Dated 06/13/2023	
Red Lobster Hospitality, LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6209	
Red Lobster Hospitality, LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6278	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	General Services Agreement	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0060	86,999.73
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0605	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6365	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0063	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6232	
Red Lobster Sourcing LLC	THE WASSERSTROM COMPANY	SUPPLY AGREEMENT DATED 04/01/2024	890,953.30
Red Lobster Sourcing LLC	THE WASSERSTROM COMPANY	Supply Agreement Dated 02/01/2015	531,350.62
Red Lobster Hospitality, LLC	TIGER, INC	Transaction Confirmation Dated 6/10/2022 Related To Base Contract 7/16/2014	0.00
Red Lobster Restaurants LLC	TIGER, INC	Transaction Confirmation Dated 4/17/2023 Related To Base Contract 7/16/2014	
Red Lobster Canada, Inc.	TRANSALTA ENERGY MARKETING CORP	Retail Electricity Services Agreement Dated 12/6/2023	0.00
Red Lobster Sourcing LLC	TRENTON COLD STORAGE INC	Addendum To Agreement Dated 07/01/2023	0.00
Red Lobster Sourcing LLC	TRULY GOOD FOODS	General Terms And Conditions Dated 01/03/2024	0.00
Red Lobster Hospitality, LLC	TWC SERVICES INC	General Services Agreement	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0479	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0435	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0075	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0730	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0079	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6303	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6220	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6205	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0330	5,768.85
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6207	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0365	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0476	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0285	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6348	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0895	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0620	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0173	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0883	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0045	
Red Lobster Canada, Inc.	TYCO INTEGRATED FIRE & SECURITY CANADA, INC	Statement Of Work Dated 07/01/2021	TBD ⁽³⁾
Red Lobster Canada, Inc.	TYCO INTEGRATED FIRE & SECURITY CANADA, INC.	Facilities Service Agreement For Restaurant #8184 Dated 04/19/2018	0.00
Red Lobster Canada, Inc.	TYCO INTEGRATED FIRE & SECURITY CANADA, INC. D/B/A JOHNSON CONTROLS	Master Agreement For Security And Fire Life Safety Systems Dated 07/01/2021	0.00
Red Lobster Canada, Inc.	TYCO INTEGRATED SECURITY CANADA,	Master Agreement For Protective Signaling Service Dated 09/12/2014	0.00
Red Lobster Canada, Inc.	UBER PORTIER B.V.	Master Framework Letter Agreement Dated 11/03/2020	0.00
Red Lobster Canada, Inc.	UBER PORTIER CANADA INC.	Amended And Restated Master Framework Letter Agreement Dated 07/01/2021	0.00
Red Lobster Canada, Inc.	UBER TECHNOLOGIES, INC.	Amended And Restated Master Framework Letter Agreement Dated 07/01/2021	0.00
Red Lobster Restaurants LLC	UGI ENERGY SERVICES, LLC	Customer Confirmation Agreement Dated 10/5/2021	
Red Lobster Restaurants LLC	UGI ENERGY SERVICES, LLC	Customer Confirmation Agreement Dated 1/31/2023	0.00

⁽³⁾As described in the Debtors' September 3, 2024 Status Report Regarding Cure Objection [ECF No. 1105], the Parties need additional time to resolve the counterparty's cure objection.

RED LOBSTER

Assumed Executory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Restaurants LLC	UGI ENERGY SERVICES, LLC	Customer Confirmation Agreement Dated 8/1/2023	
Red Lobster Sourcing LLC	UNILEVER FOOD SOLUTIONS	General Terms And Conditions	0.00
Red Lobster Hospitality, LLC	UNITED ENERGY TRADING, LLC	Transaction Confirmation Dated 1/24/2023	
Red Lobster Restaurants LLC	UNITED ENERGY TRADING, LLC	Natural Gas Base Contract Dated 10/6/2021	0.00
Red Lobster Canada, Inc.	UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 401	Memorandum Of Agreement Dated 02/28/2024	0.00
Red Lobster Canada, Inc.	UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A	Collective Agreement Dated 07/06/2022	0.00
Red Lobster Restaurants LLC	UNITED MECHANICAL INC	General Services Agreement	
Red Lobster Restaurants LLC	UNITED MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #6379	1,147.93
Red Lobster Hospitality, LLC	UNITED PARCEL SERVICE, INC.	Restaurant #844 Temporary Parking Agreement Dated 10/25/2021	0.00
Red Lobster Restaurants LLC	USA CONSTRUCTION & PROJECT MGMT EXCHANGE LLC	General Services Agreement	8,519.76
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	General Services Agreement	
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0410	
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0663	
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0616	
Red Lobster Restaurants LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #6252	
Red Lobster Restaurants LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0445	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	General Services Agreement	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #0070	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #6260	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #0076	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #0585	
Red Lobster Sourcing LLC	VENTURA FOODS, LLC	General Terms And Conditions Dated 01/17/2024	0.00
Red Lobster Hospitality, LLC	WARDEN PROTECTION SERVICES LLC.	Security Service Agreement For Restaurant #0696 Dated 10/01/2021	0.00
Red Lobster Hospitality, LLC	WARREN STROMME	Facility Service Agreement (Hvac) For Restaurant #0661	2,938.00
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	General Services Agreement	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0518	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0513	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6270	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0651	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0510	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0525	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0519	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0577	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6327	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0608	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0511	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0516	
Red Lobster Restaurants LLC	WGL ENERGY SERVICES, INC.	Firm Gas Confirmation Dated 5/1/2023	0.00
Red Lobster Restaurants LLC	WGL ENERGY SERVICES, INC.	Purchase And Sales Agreement Dated 5/1/2023	
Red Lobster Hospitality, LLC	WIND RIVER SERVICES INC	General Services Agreement	14,164.00
Red Lobster Hospitality, LLC	YOUR MAINTENANCE DEPT INC	General Services Agreement	18,086.37

Assigned Unexpired Leases²

² For the avoidance of doubt, the Unexpired Leases of non-residential real property listed herein shall include any amendments, supplements or modifications thereto and any related agreements.

RED LOBSTER*Assigned Unexpired Leases*

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings, LLC	PIEDMONT CNL TOWERS ORLAND LLC	Lease for Corporate Office	0.00

Assigned Executory Contracts

RED LOBSTER

Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	11 TH HOUR BUSINESS CENTERS LLC DBA 11 TH HOUR BUSINESS SOLUTIONS	Services Agreement	\$0.00
Red Lobster Management LLC	RL Investor Holdings LLC	1-800-GOT-JUNK	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	12SQUARED INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	2537 S WABASH CHI LLC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	3CINTERACTIVE CORP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	3CSTUDIOS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	3F CONSULTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	4 CORNER RESOURCES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	4 Corners Resources LLC	Red Lobster Services Agreement dated as of October 17, 2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SNINE SOFTWARE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A. ARNOLD MOVING COMPANY D.B.A A ARNOLD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACORPORALASS RELocation	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A B CLOSING CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A CLOSER LOOK LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AAE TELEVISION NETWORKS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A&G REALTY PARTNERS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AA JOHNNY	Facilities Service Agreement Dated 08/22/2007	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A&J COMPUTER SERVICES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AARON GORDON	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABBY USA SOFTWARE HOUSE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABC GROUP USA LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABISHEK SUNDARRAJ	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABSOLUTE SOFTWARE CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACCERTIFY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACCURATE BACKGROUND LLC	Services Agreement	8,386.60
Red Lobster Management LLC	RL Investor Holdings LLC	ACCURATE BACKGROUND, LLC	End User Agreement Dated 9/30/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACE AMERICAN INSURANCE COMPANY	Insurance Policy (Property) Policy Number CX D95041413 001	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACE INSIGHTS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 12 Dated 12/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum No. 01 Dated 04/14/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 10 Dated 03/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 13 Dated 12/28/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum No. 02 To Service Masters Agreement Dated 07/29/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum No. 04 To Agreement No. D-349 Dated 06/30/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum No. 6 To Application Services Master Agreement No. D-349 Dated 02/02/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum No. 9 To Application Services Master Agreement No. D-349 Dated 05/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 11 To The Application Services Master Agreement No. D-349 Dated 04/14/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 01 To The Acti Application Services Master Agreement No. D-349 Dated 07/29/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 1 To Master Agreement No. D-349 Dated 07/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 2 To Master Agreement No. D-349 Dated 05/05/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 3 To Master Agreement No. D-349 Dated 12/03/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 4 To Master Agreement No. D-349 Dated 03/31/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 11 To Application Services Master Agreement No. D-349 Dated 03/10/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Schedule 1 To Application Services Master Agreement No. D-348 Dated 03/31/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Schedule 2 To Application Services Master Agreement No. D-349 Dated 03/31/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Schedule 3 To Application Services Master Agreement No. D-349 Dated 03/31/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 02 To Schedule 1 To The Application Services Master Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Amendment 03 To Schedule 1 To The Application Services Master Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 11 To The Application Services Master Agreement No. D-349 Dated 07/23/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 14 To The Application Services Master Agreement No. D-349 Dated 09/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum 8 To The Application Service Master Agreement No. D-349	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Application Services Master Agreement No. D-349 Dated 03/31/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT1 WORLDWIDE CORP	Addendum No. 5 To Master Service Agreement Dated 10/11/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACTIVITY IDENTITY MANAGEMENT INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADO PROFESSIONAL SOLUTIONS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Adobe Sales Order Dated 11/24/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 06/09/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 09/02/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 08/26/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 11/14/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 09/19/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 12/21/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 03/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 07/21/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 08/28/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 12/16/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADOBE INC.	Sales Order Dated 11/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP, INC.	Fourth Amendment To Global Master Services Agreement Dated 03/22/2023	5,611.79
Red Lobster Management LLC	RL Investor Holdings LLC	ADP, INC.	Third Amendment To Global Master Services Agreement Dated 10/13/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP LLC	Global Master Service Agreement Dated 03/24/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP, LLC	Second Amendment	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP, LLC	First Amendment To Global Master Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP, LLC	Second Amendment To Global Master Services Agreement Dated 08/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADVERTX COMMUNICATIONS, INC. DBA MACYS' MARKETING	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Actia	Benefits Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AFAQ H SHAIK	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AFCO CREDIT CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AFCO Insurance Company of Canada	Basic A&AD Group Insurance Contract Dated 7/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-20505 Dated 04/29/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-18820 Dated 11/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-19484 Dated 01/20/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-23325 Dated 09/15/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-18304 Dated 12/09/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-28324 Dated 07/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-15851 Dated 05/20/2021	96,282.23
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-14498 Dated 05/26/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-17878 Dated 10/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-27659 Dated 06/12/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-22343 Dated 09/19/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-23245 Dated 09/14/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Order Form Number: Q-25223 Dated 01/18/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP, INC.	Sales Order Dated 10/06/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALASKA SEAFOOD MARKETING INSTITUTE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALIGHT SOLUTIONS LLC	Master Services Agreement Dated 2/23/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALLIED WORLD INSURANCE COMPANY	Insurance Policy (First Excess Cyber) Policy Number 0311-5731	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALSCO INC	Master Service Agreement	69,441.68
Red Lobster Management LLC	RL Investor Holdings LLC	ALTERITY GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMARANTA MARTINEZ	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMAZON.COM	Services Agreement	10,333.44
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN GUARANTEE AND LIABILITY	Insurance Policy (First Excess Liability) Policy Number AEC-628199-02	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN INTERNATIONAL REINSURANCE COMPANY, LTD.	Insurance Policy (First Excess Employment Practices) Policy Number 16153196	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	American Registry for Internet Numbers	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN SOCIETY FOR TRAINING AND DEVELOPMENT INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN WASTE CONTROL INC.	Comptitor Agreement For Restaurant #0191 Dated 09/30/2004	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERIPRISE TRUST COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANALYTICS ACCELERATORS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANALYTICS QUOTIENT SERVICES INDIA PVT LTD	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANDREW JOHN MANIE	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANT BRAINS CORPORATION	It Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANTLOPE VALLEY SHOP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANYBELL	Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Amendment 1 To The Service Agreement. Dated 08/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Amendment 2 To The Service Agreement Dated 09/05/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Exhibit A To The Agreement Dated 02/02/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Exhibit A To The Agreement Dated 08/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Exhibit A To The Agreement Dated 02/16/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Services Agreement And Statement Of Work Dated 05/13/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Attachment To It Services Agreement- Attachment A 11 Statement Of Work Dated 02/13/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Attachment To It Services Agreement Attachment A 16 Statement Of Work Dated 09/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Statement Of Work 15 Dated 09/05/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Attachment To It Services Agreement Attachment A 18 Statement Of Work Dated 09/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANEX SYSTEMS LLC	Attachment To It Services Agreement - Attachment A-3 Statement Of Work Dated 03/18/2019	0.00

RED LOBSTER

Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	Attachment To It Services Agreement- Attachment A-5 Statement Of Work Dated 07/19/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	Attachment To It Services Agreement Attachment A-17 Statement Of Work, Dated 09/11/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	Event A To The Agreement Dated 06/07/2017	73,260.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 02/01/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 04/03/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 08/21/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 09/18/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 09/25/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 09/27/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 10/10/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 10/17/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 02/22/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 07/25/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 11/11/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	It Services Agreement Dated 08/28/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APIAN STRATEGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APIS BUSINESS INTELLIGENCE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APP SOC INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APPLE STUDIOS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APPLIED PREDICTIVE TECHNOLOGIES, INC.	It Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APPS ASSOCIATES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARCH INSURANCE COMPANY	Insurance Policy (Arch Essential Excess Policy) Policy Number Ahs1000391-00	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARCHWAY MARKETING SERVICES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Arin	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARLENE HARD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARAMARK / Vestis	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASSET MANAGEMENT TECHNOLOGIES (AKA MRI)	Master Order Form Agreement Dated 12/30/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASSET MANAGEMENT TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE INC.	Customer Order Dated 07/12/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC	Master Agreement Dated 07/07/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC	Customer Order Dated 02/09/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 08/03/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 05/03/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 05/11/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATHOS GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATLANTIC LOGISTICS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATLAS VAN LINES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATOM TECH, INC.	Master Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATOM TECH, INC.	Statement of Work	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUDIO VISUAL INNOVATIONS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUGCO CLO INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUTH0, INC.	Sales Order Dated 10/13/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUTH0, INC.	Sales Order Dated 06/25/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUTH0, INC.	Identity Management Platform Subscription Agreement Dated 06/25/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUTOMATED DATA PROCESSING TECHNICIANS INC	Master Service Agreement	292.55
Red Lobster Management LLC	RL Investor Holdings LLC	AUTOMOX INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AVANADE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AVTech	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AWX	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXA XL - PROFESSIONAL INSURANCE	Insurance Policy (Excess Directors And Officers Liability - Run Off Policy) Policy Number Ela 196981-24	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXA XL - PROFESSIONAL INSURANCE	Insurance Policy (Excess Directors And Officers Liability) Policy Number Elu 196981-24	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXIS EXCESS INSURANCE	Insurance Policy (Second Excess Cyber) Policy Number P-001-001294526-01	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXIS INSURANCE COMPANY	Insurance Policy (Second Excess Directors And Officers Liability) Policy Number P-001-000411104-03	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXONIXIS, INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	B LINGO COMMUNICATIONS SDN BHD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BADIA SPICES INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BADIA SPICES, INC.	License Agreement Dated 7/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BALANCED PANTRY, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	The Master Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	The Premium Gift Card Processing Agreement Dated 10/15/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 12 Env Addendum - User Acceptance And Regression Testing Dated 05/17/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 4 Env Addendum - User Acceptance And Regression Testing Dated 02/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 5 Of The Master Services Agreement Dated 03/09/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 7 Of The Master Services Agreement Dated 11/29/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 1 Of The Master Services Agreement Dated 04/07/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 3 Env Addendum - User Acceptance And Regression Testing Dated 05/25/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 6 To The Master Services Agreement Dated 07/06/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 8 Of The Master Services Agreement Dated 04/25/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 10 Of The Master Services Agreement Dated 11/05/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Statement Of Work No. 1 User Acceptance And Regression Testing Dated 02/17/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Master Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Premium Gift Card Processing Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 2 Data File Manager Addendum To Master Services Agreement Dated 06/30/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 4 Env Addendum - User Acceptance And Regression Testing Dated 02/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 5 Of The Master Services Agreement Dated 03/09/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 7 Of The Master Services Agreement Dated 11/29/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC.	Amendment No. 2 Data File Manager Addendum To Master Services Agreement Dated 06/30/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Amendment No. 12 Env Addendum - User Acceptance And Regression Testing Dated 05/17/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Amendment No. 3 Env Addendum - User Acceptance And Regression Testing Dated 05/25/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Master Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Amendment No. 11 Of The Master Services Agreement Dated 10/05/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Amendment No. 6 To The Master Services Agreement Dated 07/06/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Amendment No. 8 Of The Master Services Agreement Dated 04/25/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Amendment No. 10 Of The Master Services Agreement Dated 11/05/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Statement Of Work No. 1 User Acceptance And Regression Testing Dated 02/17/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BARKLEY, INC.	Advertising Agency Services Agreement Dated 07/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BCD M&I LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BCD TRAVEL USA LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEACON HILL STAFFING GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEAUTIFUL DAY PRODUCTIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BELL CANADA	Master Service Agreement	190.23
Red Lobster Management LLC	RL Investor Holdings LLC	BENEFITED, LLC	Professional Services Agreement - Program Summary Dated 09/08/2022	278.87
Red Lobster Management LLC	RL Investor Holdings LLC	BENJAMIN M JOHNSON LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BENTON STOUT	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BERA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEYONDTRUST SOFTWARE INC	It Services Agreement Dated 06/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BFT ENTERTAINMENT, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BILLIE NARDPOZZI	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLACK BOX INTELLIGENCE	Order Form Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLACK HILLS INFORMATION SECURITY LLC	It Services Agreement Dated 02/19/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKBOARD INC. (AKA BBOBE)	Master Service Agreement	0.00
RLSV, Inc.	RLSV7 LLC	BLACKHAWK ENGAGEMENT SOLUTIONS	Merchant Agreement Dated 01/22/2018	325.63
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKHAWK NETWORK INC	Services Agreement	35,764.03
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKHAWK US	U.S Card Participation Agreement Dated 10/10/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLINDSTER INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLOOMBERG INDUSTRY GROUP INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLUE CROSS AND BLUE SHIELD OF FLORIDA INC	Administrative Services Agreement Dated 01/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Blue Shock	Executive Search Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLUE WAVE RESOURCE PARTNERS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Bluesop	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BOILER & PROPERTY CONSULTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BOLD ORANGE COMPANY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BOYS & GIRLS CLUB OF FARMINGTON	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAND SYSTEMS INC.	It Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRANDI MILLOY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRASK ENTERPRISES, INC.	Comptroller Agreement For Restaurant #0452 Dated 05/01/2009	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAVE SOFT TECH INC	It Services Agreement Dated 01/25/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAVE SOFT TECH INC	Attachment A-1: Statement Of Work Dated 01/25/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRIGHT ROAD PRODUCTIONS, INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRIGHTHOUSE NETWORKS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINK S, INCORPORATED	Amendment To Services Agreement Dated 08/01/2012	767.76
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS CANADA LIMITED	Acquisition Agreement Dated 08/08/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS CANADA LIMITED / BRINKS CANADA LIMITED	Order 2 Dated 09/12/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS U.S.	Services Agreement Dated 11/13/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS U.S.	Services Agreement Dated 08/01/2009	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS US A DIVISION OF BRINKS INCORPORATED	Services Agreement Dated 11/13/2014 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRONEC ASSOCIATES, INC.	Master Service Agreement	0.00

RED LOBSTER

Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	BUDGET TRUCK RENTAL LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BULLETIN INTELLIGENCE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUSINESS EXPRESS COURIER SERVICES INC	Services Agreement	512.91
Red Lobster Management LLC	RL Investor Holdings LLC	BUSINESS FOR SOCIAL RESPONSIBILITY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUYTAB ONLINE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUYER ADVERTISING INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUYER ADVERTISING, INC.	It Services Agreement October 9, 2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	C&S PRESS, INC	Services Agreement Dated 02/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	C3	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CAMERON HENDERSON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARD CONNECT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARDFREE, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARDLYTICS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CAREER ARC GROUP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARIBBEAN SUSTAINABLE FISHIRIES USA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CASHSTAR INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CASTLES TECHNOLOGY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CATAPULT SYSTEMS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CBRE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CBS TELEVISION STUDIOS	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CCH A WOLTERS KLUWER BUSINESS	Services Agreement Dated 07/16/2021	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	Celux Holdings Limited	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRAL FLORIDA COPY CTR	Services Agreement	512.50
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRAL FLORIDA PRESS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRIC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRIC ACTUARIAL SOLUTIONS, LLC	Services Agreement Dated 01/21/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTURYLINK DBA LUMEN TECHNOLOGIES	Master Service Agreement	55,589.52
Red Lobster Management LLC	RL Investor Holdings LLC	CERNA SOLUTIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHAD BYERLY PHOTOGRAPHY	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHAIN BRANDS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHANCEY'S TOWING	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHARGEPOINT INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHASE	Services Agreement	283.07
Red Lobster Management LLC	RL Investor Holdings LLC	CHASE PAYMENTECH	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHECK, THE GATE PRODUCTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHEESECAKE FACTORY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHEQUED.COM	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHEQUED.COM (NKA AND SEE OUTMATCH)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CK P L INC	Services Agreement Dated 01/09/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CINGULAR AT&T	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CINTAS CORPORATION NO 2	Master Service Agreement	346,119.93
Red Lobster Management LLC	RL Investor Holdings LLC	CISION (FKA PR NEWSWIRE)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CITRUS SPRINGS GROUP LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLARITY CONSULTING INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLASS ACTION CAPITAL RECOVERY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLIFTONLARSON ALLEN	Services Agreement Dated 04/04/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLIFTONLARSON ALLEN LLP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CM SYSTEMS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CMS PAYMENTS INTELLIGENCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CNL PLAZA LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COBBS ALLEN CAPITAL LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COGENSAL LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLLABERA, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLLEGE OF ENGINEERING AND COMPUTER SCIENCE INTERDISCIPLINARY DESIGN PROGRAM	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLUMBIA CASUALTY COMPANY	Insurance Policy (Property) Policy Number Rmp 7035039490	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLUMBIA CASUALTY COMPANY	Insurance Policy (Cyber) Policy Number 596488025	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMBINED RESOURCE SOLUTIONS, INC./CREATIVE RESTAURANT SOLUTIONS, INC. (CRS)	Exit Interview Services Agreements	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	First Amendment Dated 09/15/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 2 Dated 02/25/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 1 Dated 01/29/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 3 Dated 06/30/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 4 Dated 12/13/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 6 Dated 05/17/2022	89,542.31
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 5 Dated 02/22/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Amendment No. 7 Dated 06/14/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Managed Services Dated 04/11/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	Managed Services Dated 10/12/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE MANAGED SERVICES	Master Services Agreement Dated 03/29/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE SERVICES	Sales Order Form Dated 06/15/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE SERVICES	Sales Order Form Dated 08/10/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE SERVICES	Sales Order Form Dated 04/18/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	COMM WORKS INVESTMENT HOLDING COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMMER BEVERAGE CONSULTING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPETITRACK, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPSYCH CORPORATION	Administrative Services Agreement Dated 01/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPSYCH CORPORATION	Business Associate Agreement Dated 03/05/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUKOM SYSTEMS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUSENSE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUTER AID, INC (CAD)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUWARE HOLDING CORP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMVOX SYSTEMS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONCEPTA TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONNECTRIA CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONNOR CODDINGTON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONQUEST TECHNOLOGY SERVICES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONSOLIDATED CATFISH PRODUCER LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONSTANT CONTACT	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONSTELLATION (ENERGY)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL AMERICAN INSURANCE COMPANY	Master Application For Group Accidental Injury Dated 01/01/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL AMERICAN INSURANCE COMPANY	Master Application For Group Critical Illness Insurance Dated 01/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL AMERICAN INSURANCE COMPANY	Group Master Application Dated 07/28/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL INSURANCE	Insurance Policy (Lead Umbrella) Policy Number 7036157702	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	License Agreement Dated 09/13/2012	
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	Second Amendment To The License Agreement Dated 12/16/2013	
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	First Amendment To The License Agreement Dated 02/27/2013	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	License Agreement Dated 09/13/2012	
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	Master Intellectual Property License Agreement Dated 08/05/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	CONTRAST SECURITY, INC.	End User Terms Of Service Dated 05/14/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONVERSANT LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COOPERATIVE PURCHASING GROUP LLC	Master Service Agreement	2,500.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Order Form Dated 08/08/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Master Agreement Dated 05/23/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Order Form Dated 09/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Statement Of Work No. 3 Dated 09/22/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Statement Of Work Dated 09/11/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	CORPORATE CREATIONS INTERNATIONAL INC.	Registered Agent Services Agreement Dated 09/15/2014	128.00
Red Lobster Management LLC	RL Investor Holdings LLC	COVINGLOR & BUFLING LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COX COMMUNICATIONS LAS VEGAS, INC.	Telecommunications Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Cradlepoint, Inc.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Cradlepoint, Inc.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CREATIVE CIRCLE, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CREATIVE FINANCIAL STAFFING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CREATIVE RESTAURANT SOLUTIONS INC	Services Agreement	727.00
Red Lobster Management LLC	RL Investor Holdings LLC	CROWDLY, INC.	It Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CROWDTAP, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Crown Castle Fiber	Vendor Agreement	0.00

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Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	CRYSTAL KENDALL DBA KENDALL	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CT CORPORATION SYSTEM	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CT SOLUTIONS GROUP INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CULINAIRE STAFFING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CULINARY CONCEPTS GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CUMULUS BROADCASTING, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CURION LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CURLEY & PLYNN PUBLIC RELATIONS MANAGEMENT INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CVENT, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CYLANCE INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DARDEN CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DARDEN CORPORATION	License Agreement	0.00
RLSV, Inc.	RLSV II LLC	Darden, SV	Gift Card Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DARIO PIGNATELLI PHOTOGRAPHY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATABANK IMX, LLC	Services Agreement Dated 01/16/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATACITTE COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATASSENTIAL INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATASSENTIAL, INC.	Subscription Agreement Dated 10/17/2021 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATATRANS LTD	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAVACO INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAVID DOBBS ENTERPRISES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAVID HERGENS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAYM GOOD ENTERTAINMENT INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DB ADVISOR LLC	Services Agreement Dated 12/07/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DB PERFORMANCE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DC COLLECTIVE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DCM STAFFING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEEN PICTURES, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEBORAH HARRIN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEEPWATCH, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Delicias Orange	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DELOITTE & TOUCHE LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DELOITTE & TOUCHE LLP	Engagement Letter Dated 04/10/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Della Dent	Benefits Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEMISTO INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEPENDABLE AUTO SHIPPERS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DESTINATION NASHVILLE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DETERMINISTICS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEX IMAGING, INC.	IT Services Agreement Dated 01/29/2021	3,262.35
Red Lobster Management LLC	RL Investor Holdings LLC	DEX IMAGING, INC.	Statement Of Work A-1, Dated 01/29/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIANA MARIE SHINN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIETRICH LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECT SOURCE SEAFOOD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTIONS RESEARCH INC	Master Service Agreement	24,860.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTIONS RESEARCH INC.	Professional Services Agreement Dated 07/09/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTV, LLC	Commercial Viewing Agreement Dated 06/30/2013	76,749.48
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTV, LLC	Commercial Viewing Agreement Dated 04/02/2012	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DISCOVER PRODUCTS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DISCOVERY COMMUNICATIONS, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIVERSEY, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIVERSIFIED COMMUNICATIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DMX LLC	Master Service Agreement	112,905.82
Red Lobster Management LLC	RL Investor Holdings LLC	DOCUSIGN, INC.	Order Form Dated 12/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCUSIGN, INC.	Order Form Dated 11/15/2011	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCUSIGN, INC.	Order Form Dated 12/17/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCUSIGN, INC.	Order Form Dated 12/02/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCUSIGN, INC.	Order Form Dated 12/27/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCUSIGN, INC.	Order Form Dated 12/27/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOIT INTERNATIONAL LTD.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DONNELLY COMMUNICATIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 6 To DoorDash Agreement Dated 10/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 8 To The Delivery & Promotion Agreement Dated 03/26/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH, INC.	Amendment No. 7- Alcohol Addendum Dated 11/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOORDASH, INC.	Delivery And Promotion Agreement	1,057,204.51
Red Lobster Management LLC	RL Investor Holdings LLC	DOORDASH, INC.	Amendment No. 2 To Delivery And Promotion Agreement Dated 12/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOORDASH, INC.	Electronic Record Of Contracts Dated 10/21/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOORDASH, INC.	Amendment No. 5 To Delivery And Promotion Agreement Dated 09/28/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOORDASH, INC.	Amendment No. 4 To Delivery And Promotion Agreement Dated 09/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOORDASH, INC.	Delivery & Promotion Agreement Dated 01/11/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOUBLE TEASE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOWNTOWN DISCOUNT PRODUCE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DR PEPPER SEVEN UP, INC.	Fountain Agreement Dated 06/30/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DR PEPPER SEVEN UP INC.	Amendment To Fountain Support Agreement Dated 01/23/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DRESS THE DRINK, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DRIVEN ACQUISITION INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DRMG MEDIA LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DUFF & PHELPS HOLDINGS CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DUNBAR ARMORED INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DYNATA LLC	IT Services Agreement Dated 10/30/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DYNATA, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Dynatrace LLC	Master License and Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EAAN SERVICES LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EAAN SERVICES, LLC	Global Corporate Services Dated 01/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EBIORITY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Eclipse	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA INC.	Total Energy & Sustainability Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA, INC.	Total Energy & Sustainability Service Agreement Dated 07/28/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA, INC.	Total Energy & Sustainability Service Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA, INC.	Amendment No. 1 To Total Energy & Sustainability Service Agreement Dated 07/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EDGEWATER TECHNOLOGY-ZERO2TEM INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EDGEWOOD PARTNERS INSURANCE CENTER	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EGODITOR GMBH	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EGS ENGIST & GRANDJEAN SOFTWARE SA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH INC.	Master Customer Agreement Dated 08/30/2019	30,979.64
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH, INC	Order Form Dated 05/27/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH, INC	Order Form Dated 09/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH, INC	Order Form Dated 01/17/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELATICSEARCH INC.	Subscription Addendum Dated 08/30/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELEARNINGFORCE CORP. LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELECTRO WATCHMAN, INC.	Monitoring Agreement Dated 09/19/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMAD MARWAN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMBARCADERO TECHNOLOGIES, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMEA VY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLIFI INC.	Sales Order Dated 07/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLIFI INC.	Fixed Priced Engagement Dated 07/27/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLOYMENTGROUP INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLOYMENTGROUP INC.	Master Services Agreement Dated October 18, 2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPOW CYBER SECURITY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENDURANCE ASSURANCE CORPORATION	Insurance Policy Directors And Officers Difference In Conditions Liability Policy Number Adl30052880900	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENGE	Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENLIVEN, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FLEET MANAGEMENT, INC	Master Equity Lease Agreement Dated 08/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FLEET MANAGEMENT, INC.	Statement Of Policy And Procedures Dated 07/16/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FM TRUST	Master Equity Lease Agreement Dated 08/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FM TRUST.	Master Equity Lease Agreement Dated 08/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENVIRONMENTAL HEALTH TESTING LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPAX SYSTEMS, INC.	Compactor Agreement For Restaurant #0186 Dated 02/23/2006	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPB Fiber	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPLUS TECHNOLOGY	IT Services Agreement Dated 05/24/2023	496.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPLUS TECHNOLOGY, INC.	Letter Agreement Dated 05/24/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPLUS TECHNOLOGY, INC.	Letter Agreement Dated 12/22/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPISON DATA MANAGEMENT, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPSON AMERICA, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUIFAX WORKFORCE SOLUTIONS LLC	Universal Service Agreement Dated April 1, 2024 And All Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUIFAX WORKFORCE SOLUTIONS LLC	Universal Service Agreement Dated July 1, 2014 And All Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUIFAX WORKFORCE SOLUTIONS LLC	Service Agreement Dated 04/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 12/10/2014	0.00

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Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 01/01/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Global Terms And Conditions Dated 12/10/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 10/14/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 11/28/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	ERNST & YOUNG	Services Agreement Dated 11/06/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ERNST & YOUNG LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ETQ MANAGEMENT CONSULTANTS INC	IT Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVANIOS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVENTURES UNLIMITED INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVEREST INDEMNITY INSURANCE COMPANY	Insurance Policy (Property) Policy Number Rf5y000227-231	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVEREST NATIONAL INSURANCE COMPANY	Insurance Policy (Directors And Officers Liability) Policy Number Pefcx00982-221	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EXCENTUS CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EXPRESS SCRIPTS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EZCATER, INC.	Amendment No. 1 To Attachment A-1 Statement Of Work Dated 02/14/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EZCATER, INC.	Services Agreement Dated 07/24/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FACEBOOK, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FACTIVA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FASOLD GLOBAL CONSULTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FASTLY, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FEDERAL EXPRESS CORPORATION	Master Service Agreement	91,957.48
Red Lobster Management LLC	RL Investor Holdings LLC	FEDERAL INSURANCE COMPANY	Insurance Policy (Employed Lawyers Liability & Crime) Policy Number 8255-3603	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FERRARA JERUM INTERNATIONAL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIELDPRINT - FINGERPRINTING	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIFTH THIRD BANK	Master Service Agreement	86,813.76
Red Lobster Management LLC	RL Investor Holdings LLC	FINANCIAL ENGINES ADVISORS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FINKEL, MARTWICK & COLSON	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIRECRACKER FILMS LIMITED	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIREMAN'S FUND INSURANCE COMPANY	Insurance Policy (Layered Excess Liability) Policy Number Ush26022232	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIRST ADVANTAGE - LEXIS NEXIS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIRST DATA MERCHANT SERVICES LLC	Statement Of Work No. 1 User Acceptance And Regression Testing Dated 02/17/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIRST DATA MERCHANT SERVICES LLC	Amendment No. 11 Of The Master Services Agreement Dated 10/05/2023	
RLSV, Inc.	RLSV II LLC	FIRST DATA RESOURCES, LLC	Amendment No. 3 To The Customer Agreement Dated 07/16/2021	
RLSV, Inc.	RLSV II LLC	FIRST DATA RESOURCES, LLC	Amendment No. 4 To The Customer Agreement Dated 07/28/2021	0.00
RLSV, Inc.	RLSV II LLC	FIRST DATA RESOURCES, LLC	Amendment No. 5 To The Customer Agreement Dated 07/28/2021	
RLSV, Inc.	RLSV II LLC	FIRST DATA RESOURCES, LLC (P/A Transaction Wireless, Inc.)	Customer Agreement dated July 28, 2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FIRST INSURANCE FUNDING OF CANADA INC	Services Agreement	0.00
RLSV, Inc.	RLSV II LLC	FISERV (GIFT CARDS US & CANADA)	Customer Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV II LLC	FISERV CN (CREDIT CARDS)	Customer Agreement Dated 10/13/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FISERV US (CREDIT CARDS)	Master Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FISHBOWL, INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FTFOODCOMMERCE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FITNESS INTERACTIVE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FLEETMODE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FLORIDA BLUE	Health Policy Dated 01/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FLORIDA BLUE	Insurance Policy (Stop Loss Insurance) Policy Number Bcf11073	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOOD DONATION CONNECTION	Services Agreement Dated 08/04/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOOD DONATION CONNECTION LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOODIE TRIBE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOODLOGIQ	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOODLOGIQ	Order Form Dated 02/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOODORA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOODSTYLING.COM INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FORTE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOUNDRY AI	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FOURTH ENTERPRISES LLC	Master Service Agreement	198.87
Red Lobster Management LLC	RL Investor Holdings LLC	FOURTH ENTERPRISES, LLC	Services Order Form	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FREEDOMPAY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FREEMAN EXPOSITIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FREEMANTLEMEDIA (DEADLIEST CATCH)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FRONT RANGE PATROL	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FRWD	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FSV PAYMENT SYSTEMS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FTI CONSULTING	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FULFILLMENT PARTNERS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FUNDSTREAM INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	FUTURE COMPANY WORLDWIDE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GALE PARTNERS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GALLEY SOLUTIONS, INC.	Master Subscription Agreement Dated 09/13/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GARDA CANADA SECURITY CORP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Garden Road Capital Advisors	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GAVRISH COLLECTIBLES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GETS LLC DBA AMERICAN EXPRESS GLOBAL BUSINESS TRAVEL	Services Agreement Dated 11/20/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GEORGE AKRAM	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GEORGE RANDALL WARD	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GEOTAG INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GERALD L LEBDIC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLADDING & MARKUNAS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBAL CASH CARD, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBAL CORE SOFTWARE, A TRADENAME OF GRANITE COMPLETE SOLUTIONS, LLC	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBAL GHOST GEAR INITIATIVE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBAL SUSTAINABLE SEAFOOD INITIATIVE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBAL TRUSTED ADVISORS (SEAFOOD INSPECTOR)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBIX SOLUTIONS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GLOBORFORCE LIMITED DBA WORKHUMAN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GNC CONSULTING, INC.	Form Of Attachment To It Services Agreement Dated 04/05/2023	77.50
Red Lobster Management LLC	RL Investor Holdings LLC	GNC CONSULTING, INC.	It Services Agreement Dated 10/07/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	GOCHIE CONSULTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GoDaddy	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOLDEN BARREL PRODUCTS (M SIMON ZOOK CO)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOLDNER ASSOCIATES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOODWIN & ASSOCIATES HOSPITALITY SERVICES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOODWIN HOSPITALITY	Fee Agreement Dated 12/16/2014 And All Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOODWIN HOSPITALITY	Fee Agreements/Standards Dated 10/28/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOOGLE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GoToAssist	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOVDOCS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GOVDOCS INC.	Program Subscription License From 12/1/2023 - 11/30/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GRAEBEL VAN LINES, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GRAND OLE OPRY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0265 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0265 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0329 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0329 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0424 Dated 10/29/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0424 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0557 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #0605 Dated 10/29/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GREATAMERICA FINANCIAL SERVICES CORPORATION	Compactor Agreement For Restaurant #6217	
Red Lobster Management LLC	RL Investor Holdings LLC	GREEN CABBAGE MARKETING, LLC	Subscription Agreement Dated 04/24/2023	8,146.07
Red Lobster Management LLC	RL Investor Holdings LLC	GRUBFATHER INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GRUBHUB HOLDINGS INC	It Services Agreement Dated 09/25/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GRUBHUB HOLDINGS INC.	Amendment No. 1 To Attachment A-1, Statement Of Work Dated 09/11/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	GRUBHUB HOLDINGS INC.	Amendment No. 2 To Attachment A-1 Dated 09/20/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	GRUBHUB HOLDINGS INC.	It Services Agreement Dated 09/25/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Attachment To It Services Agreement Dated 07/14/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Red Lobster Services Agreement Dated 11/17/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Services Agreement Dated 11/17/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Attachment A-5: To It Services Agreement Dated 09/30/2020	9,920.25
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Travel & Attack Simulation Services Professional Services Dated 11/11/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Attachment To It Services Agreement Dated 07/14/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	GUIDEPOINT SECURITY LLC	Sales Proposal Dated 12/13/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	HACKERONE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HALLMARK BUSINESS CONNECTIONS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HANNA2 LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HARRIS INSIGHTS & ANALYTICS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HARTFORD FIRE INSURANCE COMPANY	Insurance Policy (Business Travel Accident) Policy Number 10-Gta-101873	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HARTFORD LIFE & ACCIDENT INSURANCE COMPANY	Services Agreement	0.00

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	HARTO INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HAVI GLOBAL SOLUTIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEALTHTRUST PURCHASING GROUP LP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEATHER HODGMAN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEI ST. LOUIS LLC (DBA THE WESTIN ST. LOUIS)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HelloWorld	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HERC RENTALS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HERO CONTENT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEWITT ASSOCIATES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEWLETT-PACKARD COMPANY	Print Services And Support Schedule Dated 04/30/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEWLETT-PACKARD COMPANY	Amendment No. 3 To Print Services And Support Schedule Dated 09/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEWLETT-PACKARD COMPANY	Amendment No. 4 To Print Services And Support Schedule Dated 03/02/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEWLETT-PACKARD COMPANY	Amendment No. 2 Dated 06/08/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HEWLETT-PACKARD COMPANY	Amendment No. 1 To Print Services And Support Schedule Dated 04/03/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HIPPAAX LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HIRSHNER, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HIW EXECUTIVE SEARCH LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HODGES-MACE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HOTEL APPRAISALS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HOWROYD WRIGHT EMPLOYMENT AGENCY INC (DBA APPLE ONE)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HERMAL INC (AFFILIATE OF IQ BACKOFFICE)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Employer Enrollment Agreement Dated 01/17/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Health Plan	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Business Associate Addendum Dated 12/20/20	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Employer Enrollment Agreement Dated 12/20/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSP EPI ACQUISITION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HUGHES NETWORK SYSTEMS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HUMDINNER INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HYATT LEGAL PLANS, INC.	Agreement Dated 01/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HYATT REGENCY TAMAYA RESORT & SPA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HYDE PARK GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IANYWHERE SOLUTIONS INC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IBM CREDIT LLC	Transaction Finance Agreement Dated 02/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICIMS, INC	New Business Order Form Dated 05/30/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICIMS, INC	Statement Of Work Dated 05/30/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICIMS, INC.	Subscription Agreement Dated 05/30/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICON INTERNATIONAL INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICONTROL	Services Agreement Dated 08/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICONTROL SYSTEMS USA LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ID WashDog Inc.	Group Plan Agreement Dated 1/1/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IDOCUMENTS LLC DBA ICERTAINTY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IMPACTWEATHER, INC.	Master Services Agreement Dated 07/17/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IMPRACTICAL PRODUCTIONS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RLSV II LLC	INCOMM	Product Provider Master Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INCOMM CARD PARTICIPATION	Card Participation Agreement Dated 07/09/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INCONTACT INC	Services Agreement	24,320.14
Red Lobster Management LLC	RL Investor Holdings LLC	INDEED, INC.	Subscription Service Agreement Dated 3/31/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFINITE TALENT, INC	Master Subscription Agreement Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFLIGHT CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFORMATICA CORPORATION	License To Use Informatica Software Dated 10/31/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFOSYS	Services Agreement Dated 05/12/2015	13,483.85
Red Lobster Management LLC	RL Investor Holdings LLC	INFOSYS BPM LIMITED	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Axiom Hardware And Software Schedule Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Acknowledgement Of Bill And Hold Transaction Dated 05/23/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Service Schedule Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Master Agreement Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Post Terminal Purchase Agreement Dated 03/18/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Service Agreement Dated 03/18/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Resolution Of Outstanding Issues Dated 03/26/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Hardware And Software Schedule Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Master Agreement Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INHARVEST INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSUREBROKERS INC	Master Service Agreement	166.20
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT DIRECT USA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	IT Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment To It Services Agreement Dated 08/26/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment To It Services Agreement Dated 10/20/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	It Services Agreement Dated 12/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment A-5: Statement Of Work Dated 09/12/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment To: It Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Services Agreement Dated 03/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment A-7: Statement Of Work Dated 08/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment A-8: Statement Of Work Dated 08/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSOURCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTEGRITY CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTELEPEER CLOUD COMMUNICATIONS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTERACTIVE COMMUNICATIONS INTERNATIONAL INC	Master Service Agreement	19,947.21
Red Lobster Management LLC	RL Investor Holdings LLC	Interactive Communications International, Inc.	Incumm Card Participation Agreement dated July 30, 2019, (the "Incumm Card Participation Agreement")	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTERFACE SECURITY SYSTEMS	Service Agreement 2014 Dated 07/28/2014	2,430.96
Red Lobster Management LLC	RL Investor Holdings LLC	INTERNATIONAL BUSINESS MACHINES	Statement Of Work 14-3lb4c3 Dated 07/21/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTERNATIONAL BUSINESS MACHINES	Client Relationship Agreement Dated 09/14/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTRALINKS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IPFS CORPORATION OF CALIFORNIA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IPSWELL INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To The Master Services Agreement Dated 09/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To Master Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Renewal Schedule A: Program Pricing Schedule Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Master Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Renewal Schedule A: Program Pricing Schedule Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Renewal Schedule A: Program Pricing Schedule Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Statement Of Work No. 1 Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To The Master Services Agreement Dated 09/20/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN CANADA OPERATIONS	Amendment To Master Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN SECURE SHREDDING CANADA, INC	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ISPOS MMA, INC.	Services Agreement Dated 08/06/2014 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ISPTO TV INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ITW FOOD EQUIPMENT GROUP	Agreement Dated 07/28/2014	14,796.10
Red Lobster Management LLC	RL Investor Holdings LLC	ITW FOOD EQUIPMENT GROUP LLC	Amendment to Installment Sales and Security Agreement made as of January 15, 2019, together with exhibits and orders issued thereunder	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IUS JURIS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	J.R. SIMPLOT COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JAMES G SCLEFPO MD PA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JAMES GIBSON (DBA GIBSON CREATIVE SERVICES)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JAMF SOFTWARE, LLC	End User License And Services Agreement Dated 04/27/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JFS AND ASSOCIATES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JIMMY DEFLIPPO PHOTOGRAPHY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JODIL SEES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOEL AACH	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOEL AACH, DBA JOEL AACH CONSULTING	Services Agreement Dated 12/02/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOHN DUCHEY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOLT AUTOMATION LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JONES LANG LASALLE BROKERAGE INC	Master Service Agreement	49,500.00
Red Lobster Management LLC	RL Investor Holdings LLC	JP MORGAN CHASE BANK NA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Kaiser	Benefits Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KANGAROO REWARDS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KANJET SERVICES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KRACE TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KEA CLOUD INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KENNY SMITH ENTERTAINMENT GROUP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KEPLER GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KERRY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KEYSIGHT TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC	Attachment A-2 Dated 05/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Services Agreement Dated 05/16/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-3: Statement Of Work Dated 05/24/2021	0.00

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-4: Statement Of Work Dated 04/01/2022	4,960.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-5: Statement Of Work Dated 05/19/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-7: Statement Of Work Dated 07/25/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-6: Statement Of Work Dated 06/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	KIMLEY-HORN AND ASSOCIATES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KNOWLEDGE LAKE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KOLTER SOLUTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KORE WIRELESS INC	Master Terms And Conditions Agreement Dated 04/05/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	KORE WIRELESS INC	Order Form Dated 04/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KORE WIRELESS INC	Master Terms And Conditions Agreement Dated 04/20/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	KPMG LLP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KPMG LLP	Master Professional Services Agreement Dated 07/30/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	LANGUAGE LOGIC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LARSEN & TOUHO INFOTECH LIMITED	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEASE QUERY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEONE MARKETING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEVEL 3 COMMUNICATIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEXMARK INTERNATIONAL INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LJERA PAGAN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LIFEWORX (US) LTD	IT Services Agreement Dated 08/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	LIFEWORX (US) LTD	Statement Of Work (Sow) #2 Dated 06/13/2022	4,007.55
Red Lobster Management LLC	RL Investor Holdings LLC	LIFEWORX (US) LTD	Statement Of Work (Sow) #1 Dated 06/13/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	LINEAGE LOGISTICS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LITMUS SOFTWARE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LITTLETON CONCIERGE MEDICINE, PLLC	Amendment No. 1 To Statement Of Work A-1 Dated 02/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LITTLETON CONCIERGE MEDICINE, PLLC	Services Agreement Dated 01/27/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	LOAD INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOAD INC DBA RESPOND NEW MEXICO	Services Agreement Dated 03/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LLOYDS OF LONDON	Insurance Policy (Terrorism And Sabotage Insurance) Policy Number B0509bown2350802	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LLOYDS UNDERWRITER SYNDICATE 1 - KLN 510	Insurance Policy (Property) Policy Number B0509bownp2352678	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LLOCKTON COMPANIES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Lockton Investment Advisers, LLC	Advisory Services Agreement Dated 9/20/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOEWS SAPPHIRE FALLS RESORT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOGGEMAN, INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	General Terms And Conditions For Services Dated 07/28/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Amendment No 1 Dated 05/01/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Amendment No 1 Dated 06/23/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Agreement Dated 12/05/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Services Agreement Dated 12/05/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOVE IT PRODUCTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOXIA TECHNOLOGIES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOYALTY & CO	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LUKES SEAFOOD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	M SQUARED ONSTAGE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MACDADE CONSTRUCTION INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MACLEOD MANAGEMENT CONSULTING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MAD MOBILE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MAINSAIL HOUSING PARTNERS LLC	Master Service Agreement	2,887.65
Red Lobster Management LLC	RL Investor Holdings LLC	MANAGED CARE ADVISORY GROUP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MANHATTAN TELECOMMUNICATIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MANY HATS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARCO BOOQUE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARITZ MOTIVATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARK KENNETH ESCANO ALANO	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARKEL BERMLUDA LIMITED	Insurance Policy (Primary Employment Practices Liability Insurance) Policy Number Mkt825pp0005043	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARKETLAB INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARNIE BROPHY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA INC	First Amendment To Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA INC	Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA INC	Second Amendment To Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA LLC	Amendment To Agreement - 001 Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA LLC	Statement Of Work Dated 04/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARTHA BARSS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MASTERCARD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MCCO LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MDVIP, INC	Services Agreement Dated 01/25/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MEARS TRANSPORTATION GROUP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MEDCOR INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MELTON FRANCHISE SYSTEMS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MENTIMETER AB (PUBL)	Services Agreement Dated August 21, 2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCEUR CANADA LIMITED	Project Initiation Form Dated 01/18/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCER INVESTMENT CONSULTING, INC.	Engagement Letter Agreement Dated 04/29/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCHANT LINK LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCHANTLINK (ACQUIRED BY SHIFT 4)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCURY TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERKLE INC	IT Services Agreement Dated 07/31/2018	391,365.00
Red Lobster Management LLC	RL Investor Holdings LLC	METLIFE LEGAL PLANS	Renewal Agreement Dated 07/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	METLIFE LEGAL PLANS, INC.	Renewal Agreement Dated 07/25/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY	Group Insurance Program Agreement Dated 1/1/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICHAEL TRIMBOLI	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Services Work Order Dated 11/10/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Amendment To Contract Documents Dated 11/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Product Giveaway Agreement Dated 07/12/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Enterprise Enrollment Dated 11/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 06/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Amendment# 1 Dated 06/02/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 04/20/2015	54,295.01
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Server And Cloud Enrollment Dated 11/13/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 11/03/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 06/09/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 10/03/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Server And Cloud Enrollment Amendment Dated 11/24/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Product Giveaway Agreement Dated 05/24/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Microsoft Corporation	Enterprise Enrollment (Direct) dated October 18, 2013, as renewed on October 20, 2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Master Software License Agreement Dated 01/13/2013	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Price Quotation And Purchase Agreement Dated 12/03/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Master Software License And Services Agreement Dated 12/05/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Master Software License And Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIDTOWN CONSULTING GROUP INC.	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MILWAUKEE WORLD FESTIVAL, INC.	Sponsorship Agreement Dated 2/1/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MILWAUKEE WORLD FESTIVAL, INC.	Settlement Agreement Dated 2/20/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIMECAST NORTH AMERICA	General Terms And Conditions Dated 03/30/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIMECAST NORTH AMERICA, INC.	Statement Of Work No. 1 Dated 03/30/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIMECAST NORTH AMERICA, INC.	Services Order Dated 03/30/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MI CORPORATE SALES INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBI WIRELESS MANAGEMENT LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBILE DEMAND LC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBIVITY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBINTFEED INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBINTFEED LIB, INC.	Master Services Agreement Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MONTEREY BAY AQUARIUM FOUNDATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOREDIRECT INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOSS ADAMS LLP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOVES LIKE JAGGERS LC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULESOFT INC.	Professional And Training Services Dated 11/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULESOFT INC.	Master Subscription Agreement Dated 11/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULESOFT INC.	Master Subscription Agreement Dated 12/19/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULESOFT, INC.	Master Subscription Agreement Dated 11/16/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Multicultural Foodservice and Hospitality Alliance	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MVD COMMUNICATIONS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MVP SYSTEMS SOFTWARE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Agency Services Agreement Dated 07/17/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 12 To Services Agreement Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 7 To Services Agreement Dated 01/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 9 To Services Agreement Dated 04/01/2021	0.00

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 10 To Services Agreement Dated 07/08/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 11 To Services Agreement Dated 10/01/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 13 To Services Agreement Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 14 To Services Agreement Dated 09/28/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 4 To Services Agreement Dated 06/01/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 5 To Services Agreement Dated 06/01/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 6 To Services Agreement Dated 04/01/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Services Agreement Dated 06/01/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 1 To Services Agreement Dated 06/01/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 2 To Services Agreement Dated 06/01/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	NAS RECRUITMENT SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAS RECRUITMENT SERVICES, LLC	Master Services Agreement Dated 4/18/2019 Plus Sows	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL GIFT CARD CORP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL RESTAURANT ASSOCIATION	Services Agreement	13,146.20
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL RESTAURANT ASSOCIATION SOLUTIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL SERVICE SOURCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL SERVICE SOURCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIXIS SECURITIES AMERICAS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATURALLY SLIM	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAVIGATOR EXECUTIVE ADVISORS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAVISITE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEW CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEBBIA TECHNOLOGY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NERD MOUNTAIN LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NERDERY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NETSKOPE, INC.	End User License Agreement Dated 10/17/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEUSTAR INFORMATION SERVICE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEW BENEFITS LTD	Employer Agreement For List Billing Dated 1/1/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEW DAY RECRUITING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEWS AMERICA MARKETING FSI LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEXTBITE BRANDS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NFL PRODUCTIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NHR NEWCO HOLDINGS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NIELSEN CONSUMER LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NETIN VIKRAMRAO WAGH	General Terms And Conditions For Inspection Services Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NORTHSTAR LEGAL INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NUCO2 LLC	Bill Of Sale Dated 05/26/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	NUCO2 LLC	Amendment No. 1 To The Master Purchase Agreement Dated 05/02/2017	264,617.95
Red Lobster Management LLC	RL Investor Holdings LLC	NUCO2 LLC	Service Agreement For Restaurant #0172 Dated 08/30/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	NUCO2 LLC	Master Purchase Agreement Dated 10/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NUTRITIONICAL SOLUTIONS LLC	Services Agreement Dated 08/28/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NUWAVE COMMUNICATIONS	Service Agreement Dated 06/11/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NUWAVE COMMUNICATIONS, INC.	Services Agreement Dated 06/10/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OCH SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OCH SERVICES LLC	Services Agreement Dated 08/03/2022 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ODP BUSINESS SOLUTIONS LLC	Supply Agreement	15,107.44
Red Lobster Management LLC	RL Investor Holdings LLC	ODP COMMUNICATIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OLIVE AND GOOSE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OMNI HOTELS & RESORTS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONDEMAND RESOURCES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONDEMAND RESOURCES LLC	Attachment A-2 To Services Agreement Dated 09/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONEDINE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Assignment And Assumption Agreement Dated 01/25/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Renewal Order Form Dated 03/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Renewal Order Form Dated 12/06/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST, LLC	Terms And Conditions - Cloud Deployment Dated 06/26/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONSITERIS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OPTUMRX, INC.	Amendment 1 To Commitment Agreement Dated 01/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	OPTUMRX, INC.	Transparency Reporting Services Addendum HealthTrust/Corertrust Coalition Clients Dated 09/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OPTUMRX, INC.	Amendment 2 To Commitment Agreement Dated 01/01/2024	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 08/30/2013 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	License And Services Agreement Dated 05/31/2012 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Amendment Two Dated 05/12/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 02/14/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 02/17/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 02/14/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 05/01/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 04/01/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	322,829.51
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Confidential Settlement Agreement And Release Dated 03/15/2016 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 07/13/2018 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 12/02/2019 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 06/01/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 05/20/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE CREDIT CORPORATION	Payment Schedule Dated 05/21/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE CREDIT CORPORATION	Payment Plan Agreement Dated 04/01/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORANGE COUNTY PARKS & RECREATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ORION TECHNOLOGY SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ORION TRADING WORLDWIDE, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OT TECHNOLOGY INC.	Assignment And Assumption Agreement Dated 01/25/2024	
Red Lobster Management LLC	RL Investor Holdings LLC	OT TECHNOLOGY INC.	Renewal Order Form Dated 07/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OUTWARD INTELLIGENCE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OXFORD RELOCATION CENTER INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAK-RITE RENTALS, INC.	Compactor Agreement For Restaurant #0241 Dated 11/05/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAK-RITE RENTALS, INC.	Compactor Agreement For Restaurant #0566 Dated 11/03/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PALMS INSURANCE COMPANY, LIMITED	Insurance Policy (Property) Policy Number 23-Pag-0009	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PANAYA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PANDERA SYSTEMS PLLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARABLESOFIT	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARABRIM TAX GROUP HOLDING COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARQUET PUBLIC AFFAIRS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARR RECOVERY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARSIFAL CORP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTECH, INC.	Software License Agreement Dated 07/25/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTECH, INC.	Amendment No. 1 To Software License Agreement Dated 08/18/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	PARTNERS FILM INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTNERS IN LEADERSHIP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATHSOLUTIONS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICE & ASSOCIATES FRANCHISING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK HARRIGAN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK HENRY CREATIVE PROMOTIONS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK S SCHRADER	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK VERNOCKE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYFACTORS GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYLOGIX LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYNUITY INE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYPAL	Merchant Agreement Dated 10/24/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	PAYPAL INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PEDRO LIMA	Master Service Agreement	5,250.00
Red Lobster Management LLC	RL Investor Holdings LLC	PENNSYLVANIA TOURISM SIGNING TRUST	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PETER PAPPAS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PGI	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PHADON INTERNATIONAL (U.S.) INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PHANTOM CYBER CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PILE AND COMPANY INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PLAY WITH A PURPOSE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PLURALSIGHT	Sales Order Dated 08/07/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	PLURALSIGHT	Sales Order Dated 09/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	POLARIS OWNERS ASSOCIATION INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PORTER LLC	Amendment No. 1 To Master Framework Agreement Dated 02/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	PORTER, LLC	Master Framework Letter Agreement Dated 10/03/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Postman	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	POSTMATES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PR NEWSWIRE ASSOCIATION LLC	Services Agreement Dated 04/04/2017 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PREFERRED FREEZER SERVICES OF NORFOLK LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRESTON MACK INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PREVALENT, INC.	Sales Proposal 36627-3 Dated 06/25/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	PREVALENT, INC.	Software Service Subscription Agreement Dated 06/24/2021	0.00

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	PREVALENT, INC.	Statement Of Work No. 1 Dated 06/24/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	PRINCETON PUBLIC SPEAKING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRINCIPAL LIFE INSURANCE COMPANY	Adoption Agreement Dated 1/1/2024 With Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRIZOLOGIC LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRODUCT EVALUATIONS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PROFITABILITY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PROTIVITI INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PROTOBRAND SCIENCES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PUBLICIS CANADA INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PUBLICIS KAPLAN THALER NY (PKT)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PURE STORAGE, INC.	End User Agreement Dated 10/12/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PYTHAN SERVICES USA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QBE	Insurance Policy (Excess Directors And Officers Liability - Run Off Policy) Policy Number 130007168	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QBE	Insurance Policy (Excess Directors And Officers Liability) Policy Number 130007168	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Amended And Restated Purchase License Agreement For Software And Services Dated 07/01/2009	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Purchase Order Reservation Quote Dated 08/24/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Automations Purchase Agreement Dated 07/22/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Amended And Restated Purchase License Agreement For Software And Services Dated 07/01/2009	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Assignment And Assumption Agreement	11,080.96
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Assignment And Assumption Agreement Dated 09/24/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Amendment No. 1 To Automations Purchase Agreement Dated 11/01/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Understanding And Agreement Dated 04/03/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Automations Purchase Agreement Dated 07/15/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	QUANTIFIND INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Quest Software (Toad)	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QUISITIVE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	R. R. DONNELLEY & SONS COMPANY	Master Purchase Agreement Dated 08/05/2014	39.87
Red Lobster Management LLC	RL Investor Holdings LLC	RACKSPACE US INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RAINMAKER THINKING INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RANDALL R RICHMOND LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RANDSTAD TECHNOLOGIES LP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Rare Hospitality International	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	READY NETWORKS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REAF-MARKETING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REDCANNARY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED DAWN SEI BUYER INC	Services Agreement	5,762.85
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER KANSAS LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV II LLC	RED LOBSTER KANSAS LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	RED LOBSTER ASIA SDN BHD	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER ASIA SDN BHD	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER ASIA, SDN. BHD.	System Development Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER ASIA, SDN. BHD.	Financial Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER CANADA, INC.	Administrative Support Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV II LLC	RED LOBSTER HOSPITALITY LLC	Royalty And Licensing Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV II LLC	RED LOBSTER HOSPITALITY LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	Financial Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	Administrative Support Services Agreement Dated 12/31/2018	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	RED LOBSTER MANAGEMENT LLC	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	RED LOBSTER MANAGEMENT LLC	Financial Services Agreement Dated 12/31/2018	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	RED LOBSTER MANAGEMENT LLC	Administrative Support Services Agreement Dated 12/31/2018	0.00
RLSV, Inc.	RLSV II LLC	RED LOBSTER MANAGEMENT LLC	Administrative Support Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV II LLC	RED LOBSTER MANAGEMENT LLC	Employee Management And Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER RESTAURANTS LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV II LLC	RED LOBSTER RESTAURANTS LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	Red Lobster Retail Asia Co., Ltd	Franchise Agreement	
Red Lobster International Holdings, LLC	RL International Holdings LLC	Red Lobster Retail Asia Co., Ltd	Franchise Agreement	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	Red Lobster Retail Asia Co., Ltd	Franchise Agreement	
Red Lobster Management LLC	RL Investor Holdings LLC	REDY CENTRAL S INC	Compressor Agreement For Restaurant #0443 Dated 10/18/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REED PAINTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REFINITIV US LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REGUS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RELATIVE INSIGHT INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REPUTATION INSTITUTE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESEARCH NOW GROUP INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESEARCH NOW GROUP LLC	IT Services Agreement Dated 10/30/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESIDENCE INN BY MARRIOTT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Restaurantes Unidos Restaura	Franchise Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESTAURANTS OPERATORS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Retail & Hospitality Information Sharing and Analysis Center (RSAC)	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL CONSULTING SERVICES INC	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL DEVELOPMENT CONSULTING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL FINANCE INTERNATIONAL (AKA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL TECHNOLOGY GROUP INCORPORATED	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REARBUS INC	Master Service Agreement	2,229.56
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Initial Order Form Dated 07/29/2017	48,840.48
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Change Order Form- Mvp Services Dated 12/21/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Office Plan Purchase Agreement Dated 07/31/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Change Order Form- Mvp Services	
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Change Order Form- Mvp Services Dated 12/21/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Statement Of Work No. 3 For Implementation Services Dated 11/17/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Statement Of Work No. 2 For Implementation Services Dated 10/30/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL, INC.	Office Plan Purchase Order Form Dated 07/28/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	RISHA GRANT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Risk Strategies	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RIVERSIDE RISK ADVISORS	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RLSV, INC.	Administrative Support Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RLSV, INC.	Employee Management And Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROBERT HALF	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROBERT T CARRELL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROCHESTER ARMORED CAR COMPANY, INC.	Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROCKET SOCIAL IMPACT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROGERS COMMUNICATIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RONAN MICHEL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BR DONNELLEY	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RTECH SOLUTIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RTOOR INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUBICON GLOBAL LLC	Master Service Agreement	13,420.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUNZHEIMER	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUSSELL EVANS	Services Agreement Dated 04/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUSSELL EVANS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RYNE TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SADA SYSTEMS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SADA SYSTEMS, INC.	Business License Agreement Dated 09/23/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAFE AND SOUND ARMED COURIER SERVICE INC	Services Agreement Dated 07/29/2019	380.91
Red Lobster Management LLC	RL Investor Holdings LLC	SAFE AND SOUND ARMED COURIER SERVICES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAK THEATRE CO	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Order Form Dated 07/31/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Professional Services Addendum To The Master Subscription Agreement Dated 09/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Expert Service Statement Of Work Dated 09/14/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE.COM, INC.	Master Subscription Agreement Dated 09/22/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE.COM, INC.	Order Form Dated 09/28/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	SANDERS CONSULTING GROUP INC.	Services Agreement Dated 08/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SANDY ALEXANDER INC.	Master Service Agreement	3,283.25
Red Lobster Management LLC	RL Investor Holdings LLC	SANIS ULTRACLEAN	Facilities Service Agreement For Restaurant #6228 Dated 09/30/2005	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAS INSTITUTE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SATISFI LABS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAVE ON MECHANICAL SERVICES LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAVANTHOOTH SOFTWARE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCENTAIR	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOLARSHIP AM TUITION REIM	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	First Amendment To Amended And Restated Services Agreement Dated 10/01/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Second Amended And Restated Services Agreement Dated 10/01/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	First Amendment To Services Agreement Dated 10/02/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Second Amendment To Services Agreement Dated 03/19/2018	967.74
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Services Agreement Dated 11/02/2016	

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Amended And Restated Services Agreement Dated 10/01/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, LLC	Order Form Dated 11/28/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, LLC	Order Form Dated 09/23/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCLOGIC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCOTT BARNETT & ASSOCIATES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCOUT EXCHANGE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCRIPPS NETWORKS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SEAHORSE AQUASCAPE	Facilities Service Agreement For Restaurant #0116 Dated 03/01/2005	4,658.13
Red Lobster Management LLC	RL Investor Holdings LLC	SEAN GANNON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SEAMOUS COLD STORAGE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SEATTLE SHRIMP AND SEAFOOD COMPANY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Services Agreement Dated 10/06/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment To It Services Agreement Dated 03/21/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment To It Services Agreement Dated 04/03/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-4 Statement Of Work Dated 08/11/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-5 Statement Of Work Dated 09/21/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Pg Dss Onsite Assessment Statement Of Work A-10 Dated 05/18/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-6 Statement Of Work Dated 06/08/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-7 Statement Of Work Dated 06/08/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-9 Statement Of Work Dated 05/18/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-5 Statement Of Work Dated 07/13/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENSE 360 INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENSORY SPECTRUM INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENSORY SPECTRUM, INC	Services Agreement Dated 01/06/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENTRY HOUSEHOLD SHIPPING INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENYON STAFFING SERVICES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Services Express	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SERVICE MANAGEMENT GROUP INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SERVICENOW, INC.	Master Ordering Agreement Dated 06/29/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	SERVICENOW, INC.	Order Form Dated 02/14/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SGS NORTH AMERICA INC.	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SGS SOCIETE GENERALE DE SURVEILLANCE S.A.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SHERRIE TAN, SOLE PROPRIETOR	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SHINTERNATIONAL CORP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIENA DBA DEFINITY FIRST	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIEGFRIED GROUP LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIERRA CEDAR LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIFT SCIENCE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIGN UP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIGNATURE COMMERCIAL SOLUTIONS, LLC D/B/A SIGNATURE CONSULTANTS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SILLIKER INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIMPLELEGAL, INC.	Order Form Amendment Dated 07/21/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	SIMPLELEGAL, INC.	Master Services Agreement Dated 02/25/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIMPLELEGAL, INC.	Order Form Dated 02/27/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SINGULAPLATFORM LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SINGULAR LABS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SKILLSOFT	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	S-SNACKS NATIONAL, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO, INC	Amended And Restated Service Agreement Dated 07/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO, INC	Amended And Restated Service Agreement T Dated 07/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO, INC	Third Amended And Restated Service Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO, INC	Service Agreement Dated 12/31/1998	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO, INC	Third Amended And Restated Service Agreement Dated 07/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO, INC.	Third Amended And Restated Service Agreement Dated 07/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & COMPANY, INC.	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLM WASTE & RECYCLING SERVICES INC	Master Service Agreement	4,860.70
Red Lobster Management LLC	RL Investor Holdings LLC	SmartBear	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SNAGAJOB.COM INC	Master Service Agreement	33,064.08
Red Lobster Management LLC	RL Investor Holdings LLC	SNAGAJOB.COM,INC.	Services Agreement Dated 6/16/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SNOWFLAKE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOC PRIME INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOCIALYTE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOCRATIC TECHNOLOGIES INC	Master Service Agreement	15,500.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOCRATIC TECHNOLOGIES, INC	Services Agreement Dated 01/12/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTCHOICE CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTGEN TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTWAREONE, INC.	Amendment To Contract Documents Dated 11/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTWROFF STUDIOS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUNDHOUND, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUTHWEST AIRLINES CO.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUTHWEST AIRLINES CO.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUTHWEST AIRLINES CO.,	Subscriber's Agreement Dated 02/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPARK FOUNDRY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Spectrum	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPLASH BUSINESS INTELLIGENCE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR INC.	License Order Form (LoF) No. 3 Dated 04/30/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR INC.	License Order Form No. 4 Dated 06/01/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Statement Of Work (Sow) No. 4 Dated 04/30/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Master Services Agreement Dated 03/24/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Master Service Agreement Dated 03/24/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Order Form Dated 06/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Statement Of Work (Sow) No. 3 Dated 04/19/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Master Services Agreement Dated 03/17/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	License Order Form (LoF) Dated 05/24/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Statement Of Work (Sow) Dated 05/24/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINT SOLUTIONS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SRINIVAS AMUDA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STACY KORMYLO	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Starlink	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STARSTONE SPECIALTY INSURANCE COMPANY	Insurance Policy (Property) Policy Number U8784230sp	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STATISTA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STEFAN JOHNSON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STELLAR DIGITAL MARKETING, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STEPHANIE KRISTAL NICOLA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STEPHEN E BANDOR	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STERLING VENTURES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STETON TECHNOLOGY GROUP INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC	Fourth Amendment Dated 07/23/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC	Third Amendment Dated 07/23/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Second Amendment Dated 06/07/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Fifth Amendment Dated 06/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Second Amendment Dated 06/07/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Fourth Amendment To Master Services Agreement Number 20140624-24534 Dated 07/23/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC. (FORMERLY IMPACTWEATHER, INC)	First Amendment Dated 06/17/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC. (FORMERLY IMPACTWEATHER, INC)	First Amendment Dated 06/17/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Attachment A-3: Statement Of Work Dated 01/31/2018	23,498.81
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC	Master Services Agreement Dated 08/15/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Managed IT Services Statement Of Work No. 1 Dated 08/21/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	IT Services Agreement Dated 04/12/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Attachment A-2: Statement Of Work Dated 01/18/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	STRIDE HEALTH INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STUDIO PCK LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUMMERDALE PRODUCTIONS, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUNFIRE COMMUNICATIONS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUSTAINABILITY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUZANNE CONSIGLIO	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SWISS RE CORPORATE SOLUTIONS ELITE INSURANCE CORPORATION	Insurance Policy (Property) Policy Number Nap 2005752-00	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SWOON GROUP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SYMPHONY CORPORATE HOUSE SDN BHD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SYNERGY INTERACTIVE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SYSTEM ONE HOLDINGS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TABLETOP MEDIA, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALENTRIEF, INC.	Statement Of Work #001 Dated 03/14/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	TALENTRIEF, INC.	Master Subscription Service Agreement Dated 12/21/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALK CORPORATION	Amendment To The Universal Service Agreement Dated 05/11/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALON-BUNTIN AMERICA	Master Services Agreement Dated 03/26/1997 Plus Amendments	0.00

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	TALX CORPORATION	Schedule A - Compliance Center Service Dated 06/01/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	TALX CORPORATION	Universal Service Agreement Dated 07/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALX CORPORATION	Schedule A - Compliance Center Service Dated 01/01/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TAMARI CONSULTING GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TANIUM INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TAYLOR CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TCI ACQUISITION CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, INC. DBA BLACK BOX INTELLIGENCE	Attachment A-4: Statement Of Work Dated 11/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, INC. DBA BLACK BOX INTELLIGENCE	Attachment A-3: Statement Of Work Dated 05/31/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC	People Report Membership Service Agreement Dated 07/25/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC	Membership Service Agreement Dated 09/19/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-5: Statement Of Work Dated 04/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-15: Statement Of Work Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-16: Statement Of Work Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-17: Statement Of Work Dated 01/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-9: Statement Of Work Dated 10/26/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-12: Statement Of Work Dated 05/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-11: Statement Of Work Dated 05/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	First Amendment To Services Agreement Dated 05/25/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-10: Statement Of Work Dated 02/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-13: Statement Of Work Dated 01/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-7: Statement Of Work Dated 09/22/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-8: Statement Of Work Dated 09/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEAMCENTRIC TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TECHNOMIC INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS INC	Attachment A-10 Staff Augmentation: Statement Of Work Dated 10/20/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Attachment A-5 Staff Augmentation: Statement Of Work Dated 05/15/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Statement Of Work Dated 02/02/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Attachment A-15: Statement Of Work Dated 10/20/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Attachment A-16: Statement Of Work Dated 10/20/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Attachment A-1 Staff Augmentation: Statement Of Work Dated 11/23/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Attachment A-13 : Statement Of Work Dated 03/22/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC	Attachment A-12 : Statement Of Work Dated 09/18/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-17: Statement Of Work Dated 10/28/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-9 Staff Augmentation: Statement Of Work Dated 09/02/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-8 Staff Augmentation: Statement Of Work Dated 08/20/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-7 Staff Augmentation: Statement Of Work Dated 09/02/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TENFOLD LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TERVIS TUMBLER COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TESTPLANT INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TETRAD COMPUTER APPLICATIONS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TETRA COMPUTER APPLICATIONS INC.	Services Agreement Dated 03/26/2015	3,640.00
Red Lobster Management LLC	RL Investor Holdings LLC	TETRA COMPUTER APPLICATIONS INC.	Statement Of Work A-4 - Contract For Sharepoint Developer Dated 06/06/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TETRA COMPUTER APPLICATIONS INC.	Statement Of Work A-5 - Sr. Software Engineer Bi Dated 09/06/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TETRA COMPUTER APPLICATIONS INC.	Statement Of Work A-3 - Contract To Hire Sr. Systems Engineer, Etl Data Management Dated 12/02/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE COLEMAX GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE COMEDIAN COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE COMTEK GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE CULINARY EDGE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE DIGITAL ACCESSIBILITY CENTRE LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE ECOLOGY GROUP/INC.	Service And Management Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE HERRING IMPACT GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE HAY GROUP INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE NPJ GROUP LP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE NPJ GROUP, INC.	Services Agreement Dated 07/16/2014 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE OHIO CASUALTY INSURANCE COMPANY	Insurance Policy (Second Excess Liability) Policy Number Eco(23) 59038503	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE TRAVELERS INDEMNITY COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-2: Statement Of Work Dated 06/22/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Amendment No. 1 To Attachment A-3 Dated 04/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Services Agreement Dated 09/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-4: Statement Of Work Dated 11/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-5: Statement Of Work Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-6 Statement Of Work Dated 07/15/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-7: Statement Of Work Dated 08/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-8: Statement Of Work Dated 08/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-10: Statement Of Work Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THELAB, LLC	Attachment A-9: Statement Of Work Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THREE TREES STUDIOS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TIDAL SOFTWARE, LLC	Order Form To Master Software Subscription And Services Agreement Dated 12/15/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TIK TOK INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TIMEX SECURITY SERVICES LIMITED	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	T-MOBILE	Telecommunications Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOKENEX, INC.	Standard Terms Of Service Agreement Dated 09/23/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOLUNA USA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTAL ARMORED CAR	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTAL ARMORED CAR SERVICES, INC.	Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTAL PRINT USA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTUS GIFT CARD MANAGEMENT LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOUCHPOINT INC	Services Agreement Dated 05/05/2016	2,233.01
Red Lobster Management LLC	RL Investor Holdings LLC	TOUCHSTONE MERCHANDISE GROUP	Master Service Agreement	249.15
RLSV, Inc.	RLSV II LLC	TRANSACTION WIRELESS, INC.	Amendment 1 To Customer Agreement Dated 10/20/2014	0.00
RLSV, Inc.	RLSV II LLC	TRANSACTION WIRELESS	Customer Agreement Dated 08/26/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRANSACTION WIRELESS, INC.	Services Agreement Dated 02/14/2012	0.00
RLSV, Inc.	RLSV II LLC	TRANSACTION WIRELESS, INC.	Amendment No. 2 To The Customer Agreement Dated 11/06/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRANSLATIONS.COM INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRASH FREE SEAS ALLIANCE	Services Agreement	0.00
RLSV, Inc.	RLSV II LLC	TRAVEL TAGS (TAYLOR CORP)	Master Agreement Dated 04/11/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Insurance Policy (Third Excess Liability) Policy Number Ex-1W48163-22-NF	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRENTON COLD STORAGE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRIAL PAY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRIDENT SEAFOODS CORP	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRINTECH INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRINTECH INC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRIP ADVISOR	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TROVA, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TURNER TRADE GROUP INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TYCO INTEGRATED SECURITY LLC	Amendment To Master Agreement Dated 10/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TYCO INTEGRATED SECURITY LLC	Master Agreement For Protective Signaling Service Dated 09/12/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TYCO INTEGRATED SECURITY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UBER TECHNOLOGIES, INC.	Api Additional Licensing Agreement Dated 03/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UBERALL	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UI PATH SOFTWARE	Purchase Agreement Dated 02/04/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UIPATH INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNISOURCE WORLDWIDE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE INC.	Master Service Agreement	172,195.23
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE, INC.	Amendment No. 2 Dated 07/13/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE, INC.	Amendment No. 6 Program Agreement Dated 08/27/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE, INC.	Amendment No. 7 Program Agreement Dated 09/22/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE, INC.	Amendment No. 1 Dated 07/02/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE, INC.	Amendment No. 8 Dated 10/10/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIFIED PARCEL SERVICE, INC.	Amendment No. 5 Dated 09/20/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED STATES TREASURY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED STATES TREASURY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED SIAM LINES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITEDLEX CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSAL TELEVISION LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSAL TELEVISION LLC DATED 03/05/2020	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSAL'S CABANA BAY BEACH RESORT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSITY OF MAINE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UPSIDE SERVICES, INC. D.B.A. UPSIDE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Amendment No. 2 To Order Form No. 0-8129 Dated 04/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Amendment No. 1 To The Order Form Dated 01/08/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP, INC. DBA AIRSHIP	Sales Order Dated 10/31/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP, INC. DBA AIRSHIP	Master Subscription Agreement Dated 10/31/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	US BANK/FIRSTAR	Master Service Agreement	32,916.03
Red Lobster Management LLC	RL Investor Holdings LLC	US CLOUD LC	In Services Agreement Dated 09/29/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	US CLOUD LC	Statement Of Work No. 1 Dated 09/29/2023	0.00

RED LOBSTER
Assigned Executory Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	USER FRIENDLY CONSULTING, INC.	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UTILISAVE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VALASSIS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VAL-PAK DIRECT MARKETING SYSTEMS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VELOCITY TECHNOLOGY SOLUTIONS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Venafi	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VEREDUS CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERIFONE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERITAS DIGITAL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERTIV (PREVIOUSLY UNISOURCE WORLDWIDE)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERIZON (LATER DBA CELLCO)	Telecommunications Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERTEX, INC.	IT Services Agreement Dated 08/10/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	VERTEX, INC.	Software License Agreement Dated 08/12/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERTEX, INC.	Statement Of Work Number 2 Dated 07/29/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	VIACODE CONSULTING LLC	Support Escalation Agreement Dated 10/10/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VIRKING CLOUD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VISA USA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VISIBLE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAD PRODUCTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAGWORKS, INC.	Business Associate Agreement Dated 01/01/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	WAGWORKS, INC.	Order Form Dated 01/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAGWORKS, INC.	Order Form Dated 01/01/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	WALTERS MEDIA AND DESIGN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAVE CONSULTING CORPORATION	IT Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WEE BEASTIE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO & COMPANY	Agreement To Amend Certain Qualified Financial Contracts Dated 11/22/2019	80,010.90
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Relocation Mortgage Program Agreement Dated 05/15/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Institutional Client Agreement	
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Administrative Services Agreement Dated 07/28/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Agreement To Amend Certain Qualified Financial Contracts Dated 11/22/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Institutional Client Agreement Dated 08/28/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION	Amendment To Commercial Card Agreement Dated 12/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION	Commercial Card Agreement Dated 08/14/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO SECURITIES, LLC	Agreement To Amend Certain Qualified Financial Contracts Dated 11/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO SECURITIES, LLC	Institutional Client Agreement Dated 08/28/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	WEST PUBLISHING CORPORATION	License Agreement	540.38
Red Lobster Management LLC	RL Investor Holdings LLC	WESTCHESTER FIRE INSURANCE COMPANY	Insurance Policy (Management Liability) Policy Number G71828128 003	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WESTERN SURETY COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WESTROCK COMPANY	Total Energy & Sustainability Service Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WESTROCK RKT COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE BOX SOCIAL INTELLIGENCE, INC	Services Agreement Dated 03/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE BOX SOCIAL INTELLIGENCE, INC.	Attachment A-6: Statement Of Work Dated 04/30/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE BOX SOCIAL INTELLIGENCE, INC.	Attachment A-2: Statement Of Work Dated 05/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE IRON MARKETING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WILLSON INTERNATIONAL LIMITED	Services Agreement	279.82
Red Lobster Management LLC	RL Investor Holdings LLC	WINDLEY ELY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WOMENS FOODSERVICE FORUM	Services Agreement	8,105.00
Red Lobster Management LLC	RL Investor Holdings LLC	WORLD OF WONDER PRODUCTIONS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WORLD WILDLIFE FUND INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WYNN LAS VEGAS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	XCELERATE MEDIA INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	xMatters, Inc.	Hosted Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	XO COMMUNICATIONS SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YASABELL RUIZ	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YESMAIL INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YOUNGOV AMERICA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YP ADVERTISING & PUBLISHING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZACKS ENTERPRISES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZENRIN USA, INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZOOM VIDEO COMMUNICATIONS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZOOM VIDEO COMMUNICATIONS INC.	Services Agreement Dated 03/28/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Worker's Compensation) Policy Number Wc 0176233	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Foreign Casualty) Policy Number Ze 3320827-09	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Umbrella Liability) Policy Number Auc 281999-03**	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (General Liability) Policy Number Glo 0176236 08	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Commercial Auto) Policy Number Bap 0176235	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Worker's Compensation (Retro)) Policy Number Wc 0176234	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Commercial General Liability) Policy Number Glo 0378588-03	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Services Agreement	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Commercial Auto) Policy Number BAP 0176235 08	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH CANADA	Insurance Policy (Commercial Auto) Policy Number Ae 9801814	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH CANADA	Insurance Policy (Property) Policy Number 884326	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH NORTH AMERICA	Insurance Policy (Property) Policy Number Ppr 0176332-09	0.00

EXHIBIT B

[Schedule of Post-Confirmation Date Negotiated Leases]

Debtor	Counterparty	Store Number	Description of Agreement	Extension Date
Red Lobster Restaurants LLC	FCPT Holdings LLC (Non-Master Lease)	Four Corners	Extension for Master Lease Four Corners	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings, LLC	RL1_6258	Extension for Store Number RL1_6258	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings, LLC	RL1_0685	Extension for Store Number RL1_0685	9/12/2024
Red Lobster Hospitality LLC	FCPT Holdings, LLC	RL1_0616	Extension for Store Number RL1_0616	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings, LLC	RL1_0569	Extension for Store Number RL1_0569	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings LLC (Non-Master Lease)	RL1_0547	Extension for Store Number RL1_0547	9/12/2024
Red Lobster Restaurants LLC	ARCP RL Portfolio III, LLC	ARCP III Portfolio	Extension for Master Lease ARCP III Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio IV, LLC	ARCP IV Portfolio	Extension for Master Lease ARCP IV Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio IX, LLC	ARCP IX Portfolio	Extension for Master Lease ARCP IX Portfolio	9/15/2024
Red Lobster Restaurants LLC	ARCP RL Portfolio V, LLC	ARCP V Portfolio	Extension for Master Lease ARCP V Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio VI, LLC	ARCP VI Portfolio	Extension for Master Lease ARCP VI Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio VII, LLC	ARCP VII Portfolio	Extension for Master Lease ARCP VII Portfolio	9/15/2024
Red Lobster Restaurants LLC	ARCP RL Portfolio VIII, LLC	ARCP VIII Portfolio	Extension for Master Lease ARCP VIII Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio X, LLC	ARCP X Portfolio	Extension for Master Lease ARCP X Portfolio	9/15/2024
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Spirit	Extension for Master Lease Spirit	9/15/2024
Red Lobster Hospitality LLC	CLK Ann Arbor, LLC	RL1_0260	Extension for Store Number RL1_0260	10/20/2024
Red Lobster Hospitality LLC	EIRREK RLF LLC	RL1_0345	Extension for Store Number RL1_0345	10/20/2024
Red Lobster Hospitality LLC	Barlas Enterprises, Inc.	RL1_0356	Extension for Store Number RL1_0356	10/20/2024
Red Lobster Hospitality LLC	Keystone Fiesta Plaza, LLC	RL1_0369	Extension for Store Number RL1_0369	10/20/2024
Red Lobster Hospitality LLC	Mascal Family Trust dated 10/14/2008	RL1_0381	Extension for Store Number RL1_0381	10/20/2024
Red Lobster Restaurants LLC	Joe Amato East End Centre, LP	RL1_0445	Extension for Store Number RL1_0445	10/20/2024
Red Lobster Hospitality LLC	Krishnamoorti Family LP	RL1_0492	Extension for Store Number RL1_0492	10/20/2024
Red Lobster Hospitality LLC	Hanabi	RL1_0579	Extension for Store Number RL1_0579	10/20/2024
Red Lobster Hospitality LLC	Marine Iron & Ship Building Company	RL1_0630	Extension for Store Number RL1_0630	10/20/2024
Red Lobster Hospitality LLC	Century Plaza Commercial LLC	RL1_0653	Extension for Store Number RL1_0653	10/20/2024
Red Lobster Hospitality LLC	Anne Mohr, Trustee of The Horst Mohr Trust and Norman Mohr	RL1_0710	Extension for Store Number RL1_0710	10/20/2024
Red Lobster Hospitality LLC	Ironwood 1 LLC	RL1_0339	Extension for Store Number RL1_0339	10/20/2024
Red Lobster Hospitality LLC	GSMS 2011-GC5 East Broadway Boulevard, LLC	RL1_0869	Extension for Store Number RL1_0869	10/20/2024
Red Lobster Hospitality LLC	Steve Hongdur Lin/Carol Yao Lin Revocable Trust	RL1_0383	Extension for Store Number RL1_0383	10/20/2024
Red Lobster Hospitality LLC	Far Horizons Trailer Village LLC	RL1_0335	Extension for Store Number RL1_0335	10/20/2024
Red Lobster Hospitality LLC	RH Tacoma Place Associates, LLC and H.I.R. 3	RL1_0453	Extension for Store Number RL1_0453	10/20/2024
Red Lobster Restaurants LLC	Office Complex Enterprises, Inc.	RL1_0568	Extension for Store Number RL1_0568	10/20/2024
Red Lobster Hospitality LLC	Aashti, LLC	RL1_6257	Extension for Store Number RL1_6257	10/20/2024
Red Lobster Restaurants LLC	JPS Realty Management, LLC	RL1_0571	Extension for Store Number RL1_0571	10/20/2024
Red Lobster Restaurants LLC	NADG NNN RLOB (May-NJ) LP	RL1_0575	Extension for Store Number RL1_0575	10/20/2024
Red Lobster Restaurants LLC	GLR Property Management LLC	RL1_0563	Extension for Store Number RL1_0563	10/20/2024
Red Lobster Hospitality LLC	O'Beach, LLC	RL1_0678	Extension for Store Number RL1_0678	10/20/2024
Red Lobster Hospitality LLC	2328 Commercial Way Properties LLC	RL1_0696	Extension for Store Number RL1_0696	10/20/2024
Red Lobster Restaurants LLC	Redwood NC LLC	RL1_6382	Extension for Store Number RL1_6382	10/20/2024
Red Lobster Hospitality LLC	K.I.R. Copiague L.P.	RL1_0614	Extension for Store Number RL1_0614	10/20/2024
Red Lobster Hospitality LLC	YYRL South Padre Island Drive Owner LLC; YYRL South Padre Island Drive	RL1_0163	Extension for Store Number RL1_0163	10/20/2024
Red Lobster Hospitality LLC	MI Claw LLC	RL1_0288	Extension for Store Number RL1_0288	10/20/2024
Red Lobster Restaurants LLC	JFCF Invest-3 LLC	RL1_0850	Extension for Store Number RL1_0850	10/20/2024
Red Lobster Hospitality LLC	Guima Brazil USA, LLC	RL1_6205	Extension for Store Number RL1_6205	10/20/2024
Red Lobster Restaurants LLC	1359 SN Owners LLC	RL1_0874	Extension for Store Number RL1_0874	10/20/2024
Red Lobster Hospitality LLC	3815 South Lamar, LP	RL1_0314	Extension for Store Number RL1_0314	10/20/2024
Red Lobster Hospitality LLC	Rod De Llano Family Partnership & Herbert & Isabel Wolfe Trust	RL1_6213	Extension for Store Number RL1_6213	10/20/2024
Red Lobster Restaurants LLC	Paul Family Trust dated 6/19/1997	RL1_0393	Extension for Store Number RL1_0393	10/20/2024
Red Lobster Hospitality LLC	Smith Ranches; T&D Smith Family Trust dtd 7-2-1996	RL1_0576	Extension for Store Number RL1_0576	10/20/2024
Red Lobster Hospitality LLC	Yavapai-Prescott Indian Tribe	RL1_0623	Extension for Store Number RL1_0623	10/20/2024
Red Lobster Restaurants LLC	Eastridge LP	RL1_0737	Extension for Store Number RL1_0737	10/20/2024
Red Lobster Hospitality LLC	Advanced Housing Developers Inc.	RL1_6246	Extension for Store Number RL1_6246	10/20/2024
Red Lobster Hospitality LLC	Broadway & Pearl Associates, LLC	RL1_6366	Extension for Store Number RL1_6366	10/20/2024
Red Lobster Hospitality LLC	Drury Development Corp	RL1_6286	Extension for Store Number RL1_6286	10/20/2024
Red Lobster Hospitality LLC	Briarholm, Inc.	RL1_0425	Extension for Store Number RL1_0425	10/20/2024
Red Lobster Hospitality LLC	Lincoln Holdings, LLC	RL1_6271	Extension for Store Number RL1_6271	10/20/2024
Red Lobster Hospitality LLC	170 Wolf Road LLC	RL1_6228	Extension for Store Number RL1_6228	10/20/2024
Red Lobster Hospitality LLC	Rynako LP	RL1_6332	Extension for Store Number RL1_6332	10/20/2024
Red Lobster Canada, Inc	714 Yonge Street Inc.	RLC 8119	Extension for Store Number RLC 8119	10/20/2024
Red Lobster Canada, Inc	KS AOB Toronto Inc. and Dundas Atrium Toronto Inc.	RLC 8176	Extension for Store Number RLC 8176	10/20/2024
Red Lobster Hospitality LLC	Edward Selby/Linda Selby Trust	RL1_0577	Extension for Store Number RL1_0577	10/20/2024
Red Lobster Restaurants LLC	ARMEL, LLC	RL1_0620	Extension for Store Number RL1_0620	10/20/2024
Red Lobster Restaurants LLC	JE Fuel, LLC	RL1_0607	Extension for Store Number RL1_0607	12/4/2024

EXHIBIT C

[Zurich Agreement]

ASSUMPTION AND ASSIGNMENT AGREEMENT

THIS ASSUMPTION AND ASSIGNMENT AGREEMENT (this “Agreement”), dated as of September [●], 2024, is made by and among Red Lobster Management LLC (“Red Lobster”), on behalf of itself and its affiliated insureds (collectively and together with Red Lobster, the “Original Insureds”), RL Investor Holdings LLC (the “Assuming Entity”), and Zurich American Insurance Company, American Zurich Insurance Company, and American Guarantee and Liability Insurance Company, each on behalf of itself and its affiliates (collectively, “Zurich” and, together with the Original Insureds and the Assuming Entity, collectively, the “Parties,” and each, a “Party”).

WHEREAS, Zurich issued certain insurance coverage including, but not limited to, workers’ compensation, automobile liability, general liability, property, and voluntary international employee compensation and employers’ liability insurance to the Original Insureds under and subject to the terms, conditions and limitations of certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time and for all policy periods and together with any agreements related thereto, collectively, the “Zurich Insurance Program”);¹

WHEREAS, as security for certain of the obligations under the Zurich Insurance Program (subject to the terms of the Zurich Insurance Program), the Original Insureds provided to Zurich (i) one or more irrevocable letters of credit in the current aggregate amount of \$22,400,000.00 (collectively, as amended from time to time and together with the proceeds thereof, the “Existing LOCs”);² (ii) one or more loss funds in the current approximate aggregate amount of [\$2,455,000.00] (collectively, the “Loss Fund”), and (iii) one or more collateral trust accounts in the current aggregate amount of \$3,500,000.00 (collectively, and together with the funds contained therein, the “Trust Account” and together with the Existing LOCs, the Loss Fund, and any other cash, credits, letters of credit, or other collateral or security provided by or on behalf of the Original Insureds to Zurich and together with the proceeds of each of the foregoing, the “Zurich Collateral”);³

¹For the avoidance of doubt, the term Zurich as defined and used herein includes, but is not limited to, Zurich Services Corporation (“ZSC”) and the term Zurich Insurance Program as defined and used herein includes, but is not limited to, any and all agreements by and among ZSC and any of the Original Insureds and that certain Paid Deductible and Paid Loss Retrospective Agreement by and among Red Lobster, on the one hand, and Zurich American Insurance Company and American Zurich Insurance Company, on the other hand, effective as of June 30, 2024 (as renewed, amended, modified, endorsed, or supplemented from time to time and including any exhibit or addenda thereto, the “Non-Policy Agreement”).

²The Existing LOCs include, but are not limited to, that certain irrevocable letter of credit number IS000103616U issued by Wells Fargo, N.A. (the “Issuing Bank”) in the current amount of \$1,500,000 (as amended from time to time and together with the proceeds thereof, the “Released LOC”). The Existing LOCs other than the Released LOC shall be referred to herein as the “Non-Released LOCs.”

³Any and all cash provided by or on behalf of the Original Insureds to Zurich and any and all credits shall be referred to herein as the “Cash Collateral” and is part of the Zurich Collateral. For the avoidance of doubt, the term Cash Collateral as defined and used herein shall not include the Existing LOCs and the Trust Account.

WHEREAS, on May 19, 2024 (the “Petition Date”), Red Lobster and certain of its affiliates (collectively, the “Debtors”) filed petitions for relief commencing cases (collectively, the “Chapter 11 Case”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Middle District of Florida (the “Court”), which cases were administratively consolidated at Case No. 6:24-bk-02486-GER;

WHEREAS, on May 20, 2024, the Debtors filed the *Debtors’ Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, and (III) Granting Related Relief* [Docket No. 41] (the “Assumption Motion”), seeking authority to, among other things, assume the Zurich Insurance Program in its entirety;

WHEREAS, on May 20, 2024, the Debtors filed the *Motion of the Debtors for Entry of Order (I)(A) Approving Bidding Procedures for Substantially all of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 49] (the “Sale Motion”);

WHEREAS, on May 22, 2024, the Court entered the *Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, and (III) Granting Related Relief* [Docket No. 154] (the “Assumption Order”), granting the Assumption Motion and providing for, among other things, the assumption of the Zurich Insurance Program;

WHEREAS, on July 29, 2024, the Debtors filed the *Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates* [Docket No. 733] (as may be amended, modified, or supplemented from time to time, the “Plan”) and the *Disclosure Statement for the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates* [Docket No. 734] (the “Disclosure Statement”);

WHEREAS, the Debtors now intend, and hereby represent and warrant that they intend, to proceed with the proposed sale of their assets pursuant to the Plan and not pursuant to the Sale Motion;

WHEREAS, in connection with the Plan and pursuant to that certain Amended and Restated Purchase Agreement by and among Red Lobster and the Assuming Entity, dated as of [August 22, 2024] (the “Purchase Agreement”), Red Lobster has agreed on behalf of itself and the other Original Insureds to sell, transfer and convey to the Assuming Entity, and the Assuming Entity has agreed to purchase, assume and acquire from the Original Insureds, as of the Closing Date (as such term is defined in the Purchase Agreement) all of the Original Insureds’ right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) and to assume

the Assumed Liabilities (as defined in the Purchase Agreement), as described more fully in the Purchase Agreement;

WHEREAS, on September [●], 2024, the Court entered the [*Findings of Fact, Conclusions of Law, and Order (I) Approving the Adequacy of the Disclosure Statement on a Final Basis and (II) Confirming the Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates*] [Docket No. [●]] (the “Confirmation Order”), which, among other things, approved the Disclosure Statement on a final basis, confirmed the Plan (including, without limitation, Article IV.A.3 of the Plan), approved the Purchase Agreement and this Agreement, and provides for the assignment of the Zurich Insurance Program to the Assuming Entity such that it shall become and remain liable in full for the Zurich Insurance Obligations (as defined herein);

WHEREAS, in furtherance of the transaction contemplated by the Purchase Agreement and pursuant to the Plan and Confirmation Order, the Assuming Entity has agreed to assume and to be bound by all liabilities, responsibilities and obligations of the Original Insureds under the Zurich Insurance Program including, but not limited to, the Zurich Insurance Obligations;

WHEREAS, the Original Insureds and the Assuming Entity have requested that Zurich consent to the assumption and assignment of the Zurich Insurance Program to the Assuming Entity, and as a condition for fulfilling such requests, Zurich has required, among other things, that the Original Insureds and the Assuming Entity execute this Agreement.

NOW THEREFORE, incorporating the foregoing herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Conditions to Effectiveness. The effectiveness of this Agreement and Zurich’s obligations hereunder shall be subject to the prior satisfaction of all of the following material conditions precedent:

- 1.1. execution of this Agreement by all of the Parties;
- 1.2. inclusion of this Agreement in the Plan Supplement (as such term is defined in the Plan) or as an exhibit to the Confirmation Order;
- 1.3. entry of the Confirmation Order by the Court confirming the Plan and providing, among other things, that (i) this Agreement is approved and, subject to the execution of this Agreement by the Original Insureds, the Assuming Entity, and Zurich, the Original Insureds are authorized to and shall assign the Zurich Insurance Program and the Transferred Collateral (as defined herein) to the Assuming Entity, and the Assuming Entity shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, responsibilities, provisions and covenants of any of the Original Insureds under the Zurich Insurance Program, (ii) the Original Insureds are authorized to enter into this Agreement and grant a release to Zurich in relation to the Zurich Insurance Program, and (iii) the Confirmation Order is immediately effective upon its entry and any stay of the Confirmation Order pursuant to the Bankruptcy Code is waived, which Confirmation Order and Plan shall each be in a form acceptable to Zurich;

- 1.4. assumption of the Zurich Insurance Program by the Original Insureds pursuant to the Plan and Confirmation Order;
- 1.5. payment in full by the Original Insureds of all liquidated sums currently due and owing to Zurich under the Zurich Insurance Program;
- 1.6. confirmation of receipt by Zurich of the Draw Funds (as defined herein);
- 1.7. occurrence of the Closing Date (as such term is defined in the Purchase Agreement); and
- 1.8. occurrence of the Effective Date of the Plan (as such term is defined in the Plan).

2. Transfer, Assignment and Assumption of Zurich Insurance Program. Subject to the occurrence of the date on which all of the conditions set forth in Section 1 hereof have been satisfied (such date, the “Agreement Effective Date”), and notwithstanding anything to the contrary in the Purchase Agreement, the Plan, the Disclosure Statement, the Confirmation Order, the Sale Motion, any other Definitive Document (as defined in the Plan), any motion, notice or order regarding cure amounts, any contracts schedule, any other order of the Court, and/or any document related to any of the foregoing:

- 2.1. as of the Closing Date, the Original Insureds convey, transfer, and assign to the Assuming Entity and the Assuming Entity hereby accepts and assumes from the Original Insureds all currently existing and hereinafter arising rights, claims, title, interests, and responsibilities of the Original Insureds in, to, under, in connection with or relating to the Zurich Insurance Program, and the Assuming Entity agrees to observe, pay, perform, satisfy, fulfill and discharge any and all now existing or hereafter arising duties, terms, provisions, covenants, monetary and non-monetary obligations and liabilities of the Original Insureds or any of them under the Zurich Insurance Program, including, without limitation, any and all liabilities and obligations to pay or reimburse losses, defenses costs, expenses, and/or other amounts within any applicable deductibles and/or self-insured retentions, provide collateral and/or security as required by Zurich in accordance with the terms of the Zurich Insurance Program, pay premiums to Zurich, and pay service fees and/or other amounts to any applicable third party administrator (collectively and, for the avoidance of doubt, including any amounts not paid pursuant to paragraph 1.5 hereof, the “Zurich Insurance Obligations”); provided, however, that notwithstanding anything to the contrary in this Agreement and without altering the foregoing assumption of the Zurich Insurance Obligations by the Assuming Entity, the Assuming Entity is not entitled to coverage under the Zurich Insurance Program for claims against or by the Assuming Entity where the date of loss preceded the Closing Date (or as to claims-made policies, for claims made on or before the Closing Date), and, subject to the occurrence of the Agreement Effective Date, the Assuming Entity shall only be entitled to coverage under the Zurich Insurance Program pursuant to the terms of this Section 2 hereof; provided, further, that the Original Insureds shall remain

- entitled to the coverage, if any, to which they were entitled under the Zurich Insurance Program for claims against or by the Original Insureds where the date of loss preceded the Closing Date (or as to claims-made policies, for claims made prior to the Closing Date);
- 2.2. after the Agreement Effective Date, and notwithstanding anything to the contrary contained in the Zurich Insurance Program, Zurich shall endorse the Zurich Insurance Program to amend the Zurich Insurance Program to, as of the Closing Date, remove the Original Insureds as named insureds or insureds thereunder or party thereto and add the Assuming Entity as the named insured under and party to the Zurich Insurance Program, in each instance solely for the period from and after the Closing Date (collectively, the "Amendment"), and, as of and after the Closing Date, Zurich may enforce its rights under the Zurich Insurance Program against the Assuming Entity as though the Assuming Entity was the original named insured thereunder and a party thereto and, except as expressly set forth herein, the terms, conditions, limitations, deductibles, retentions, coverages, and policy periods under the Zurich Insurance Program remain unchanged and in full force and effect and enforceable against the Assuming Entity; provided, however, for the avoidance of doubt, the Assuming Entity shall only be entitled to the coverage that was provided to the Original Insureds under the Zurich Insurance Program and such coverage shall not include coverage for assets, operations or claims that were not otherwise covered by the terms and conditions of the coverage provided to the Original Insureds;
- 2.3. as of and after the Closing Date, and subject to the terms of this Agreement including, without limitation, this Section 2 hereof, the Assuming Entity is entitled to receive all insurance benefits under the Zurich Insurance Program and the right, if any, to any return premiums, loss payments, expense adjustments, return of loss funds, and other benefits under the Zurich Insurance Program shall belong to the Assuming Entity, and not to the Original Insureds, and Zurich shall provide or pay all insurance benefits under the Zurich Insurance Program to the Assuming Entity as though the Assuming Entity were the original named insured under and party to the Zurich Insurance Program, which insurance benefits may include, but are not limited to, any return premiums, loss payments, expense adjustments, and return of loss funds under the Zurich Insurance Program; provided, however, that such agreement by Zurich is conditioned on and subject to the Assuming Entity's assumption and performance of all duties and obligations to Zurich under the Zurich Insurance Program including, but not limited to, the Zurich Insurance Obligations;
- 2.4. as of the Closing Date, (i) the Original Insureds convey, transfer, and assign to the Assuming Entity and the Assuming Entity hereby accepts and assumes, subject to the continuing security interests and liens of Zurich, any and all of the Original Insureds' rights, claims, title, and interest, including, without limitation, any residual or contingent interest, in, to, under, in connection with or relating to the Draw Funds (as defined herein), the Loss

Fund, and the Cash Collateral (all of the foregoing, collectively, the “Transferred Collateral”), (ii) the Original Insureds hereby waive and release, and shall not have, any right, claim, title, or interest, including, without limitation, any residual or contingent interest, in, to, under, in connection with or relating to any of the Transferred Collateral, and (iii) the Transferred Collateral shall be deemed to have been provided by and/or on behalf of the Assuming Entity to Zurich, provided, that the Draw Funds are not and shall not be deemed to be property of any and all of respective bankruptcy estates of any of the Original Insureds and/or the Assuming Entity that exist, or that may exist, now, hereafter, or at any time; provided, further, that any and all of the Assuming Entity’s reversionary interest, in, to, under, in connection with or relating to the Transferred Collateral is preserved; and

- 2.5. **AS OF AND AFTER THE CLOSING DATE, NONE OF THE ORIGINAL INSUREDS SHALL BE INSURED UNDER, OR IN ANY WAY ENTITLED TO COVERAGE UNDER, THE ZURICH INSURANCE PROGRAM; PROVIDED, THAT THE ORIGINAL INSUREDS SHALL REMAIN ENTITLED TO COVERAGE TO WHICH THEY WERE ENTITLED UNDER THE ZURICH INSURANCE PROGRAM FOR CLAIMS AGAINST OR BY THE ORIGINAL INSUREDS WHERE THE DATE OF LOSS PRECEDED THE CLOSING DATE (OR AS TO CLAIMS-MADE POLICIES, WHERE THE CLAIM IS MADE PRIOR TO THE CLOSING DATE). FOR THE AVOIDANCE OF DOUBT, (A) THE ORIGINAL INSUREDS UNDERSTAND AND AGREE THAT, SUBJECT TO THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE, AS OF THE CLOSING DATE, THEY WILL NO LONGER HAVE OR BE ENTITLED TO COVERAGE UNDER THE ZURICH INSURANCE PROGRAM FOR CLAIMS AGAINST OR BY THEM FOR LOSSES AFTER THE CLOSING DATE (OR AS TO CLAIMS-MADE POLICIES, WHERE THE CLAIM IS MADE ON OR AFTER THE CLOSING DATE), AND (B) THE ASSUMING ENTITY UNDERSTANDS AND AGREES THAT THIS AGREEMENT DOES NOT CREATE A RIGHT TO COVERAGE FOR IT UNDER THE ZURICH INSURANCE PROGRAM FOR CLAIMS AGAINST OR BY THE ASSUMING ENTITY PRIOR TO THE CLOSING DATE.**

3. No Alteration of Zurich Insurance Program. Except as expressly set forth herein, nothing alters the terms and conditions of the Zurich Insurance Program and/or the availability or scope of coverage under the Zurich Insurance Program. For the avoidance of doubt, any discharge and/or release granted to the Original Insureds pursuant to the Plan, the Confirmation Order, any order granting the Sale Motion, and/or the Bankruptcy Code shall not prohibit any third-party claimants with claims against the Original Insureds from seeking relief from the injunctions set forth in Article VIII.A of the Plan from the Bankruptcy Court to proceed with their claims nominally against any of the Original Insureds in the appropriate judicial or administrative forum to recover under the Zurich Insurance Program including, without limitation, with respect to any

deductibles or self-insured retentions in accordance with the terms and conditions of the Zurich Insurance Program and applicable non-bankruptcy law; provided, however, that nothing herein lifts or modifies the automatic stay of section 362(a) of the Bankruptcy Code and/or the injunctions set forth in Article VIII.A of the Plan or the corresponding provisions in the Confirmation Order with respect to any such claims; provided, further, however, that the Original Insureds and/or the Assuming Entity, as applicable, shall comply with and satisfy any and all duties to cooperate with the defense of any claims in accordance with the terms of the Zurich Insurance Program.

4. No Obligation or Liability of Zurich to Allocate Coverage. As of the Agreement Effective Date, (i) Zurich shall be under no obligation whatsoever to determine the applicability of any insurance policy that makes up the Zurich Insurance Program, and/or the availability of coverage or proceeds thereunder, with respect to any underlying claim against the Original Insureds, the Assuming Entity, or both, except in the normal course of responding to the tender of a claim; (ii) without altering Zurich's ability to determine if coverage exists under the Zurich Insurance Program and how losses, insurance proceeds or benefits are allocated between or among multiple insureds or claimants, issues regarding allocation of losses, insurance proceeds or benefits as between the Original Insureds and the Assuming Entity shall otherwise be determined by and between the Original Insureds and the Assuming Entity, at their sole cost and expense; (iii) Zurich shall in no event be responsible or liable for any allocation or alleged misallocation of coverage or proceeds between the Original Insureds and the Assuming Entity; and (iv) the Original Insureds and the Assuming Entity hereby release and the Assuming Entity holds Zurich harmless from any responsibility or liability for any loss, cost, damage, or expense actually or allegedly incurred by the Original Insureds or the Assuming Entity relating to such allocation or misallocation as between the Original Insureds and the Assuming Entity and the Assuming Entity agrees to defend and indemnify Zurich with respect thereto.

5. No Obligation of Zurich to Renew. Zurich shall have no obligation to extend and/or renew any insurance coverage provided by Zurich to the Original Insureds including any insurance coverage conveyed, transferred, or assigned to, and accepted and assumed by, the Assuming Entity pursuant to this Agreement. **NO FURTHER NOTICE FROM ZURICH SHALL BE REQUIRED TO ALLOW THE ZURICH INSURANCE PROGRAM OR ANY PORTION THEREOF TO EXPIRE AND TERMINATE AT THE END OF ANY CURRENTLY APPLICABLE POLICY TERM.**

6. No Limitation of Liability to Zurich. Notwithstanding anything to the contrary in the Plan, the Purchase Agreement, the Disclosure Statement, the Confirmation Order, the Sale Motion, any other Definitive Document, any motion, notice or order regarding cure amounts, any contracts schedule, any other order of the Court, and/or any document related to any of the foregoing, as of the Closing Date any provision which reduces, limits or excludes (or purports to reduce, limit or exclude) the Assuming Entity's liability and/or obligations for all or any part of the Original Insureds' liabilities with respect to insurance shall not be applicable to, or reduce, limit, exclude, modify or impair in any respect, the Assuming Entity's liabilities and/or obligations to Zurich related to the Zurich Insurance Obligations, the Zurich Insurance Program, and/or this Agreement. The liabilities and obligations of the Assuming Entity under the Zurich Insurance Program shall be determined pursuant to the terms and conditions of the Zurich Insurance Program as though the Assuming Entity was the original named insured thereunder and a party thereto and as though the Chapter 11 Case had not occurred.

7. Release by Original Insureds and Assuming Entity. In consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, upon the Agreement Effective Date, the Original Insureds, jointly and severally, on behalf of themselves, their bankruptcy estates and all parties claiming by, through or under each of them and each of their respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively, and including any chapter 7 trustee appointed pursuant to the Bankruptcy Code, the “Original Insured Entities”) and the Assuming Entity, jointly and severally, on behalf of itself and all parties claiming by, through or under it and its respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively and together with the Original Insured Entities, the “Releasing Parties”) hereby waive, release, acquit and forever discharge Zurich and each of its respective agents, employees, representatives, officers, attorneys, shareholders, directors, parents, subsidiary corporations, affiliates, successors, assigns, trustees and predecessors in interest (collectively, the “Zurich Releasees”) from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys’ fees, arising under any statute, federal, state, or local regulation, ordinance or common law, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, which exist or may exist that the Releasing Parties may have against any or all of the Zurich Releasees from the beginning of time through the Agreement Effective Date, arising out of or in any way related to the Zurich Insurance Program (including, but not limited to, any and all of such pursuant to §§ 362, 363, 364, 365, 542, 544, 547, 548, 549, and 550 of the Bankruptcy Code); provided, however, that the release set forth in this Section 7 shall not apply to (i) Zurich’s obligations under, in connection with or relating to the Zurich Insurance Program; and (ii) the obligations expressly contained in this Agreement.

8. Consent. Zurich hereby consents to the Original Insureds’ conveyance, assignment and transfer, and the Assuming Entity’s assumption and acceptance of, the Zurich Insurance Program and the Zurich Insurance Obligations, and related benefits thereunder, subject to the terms and conditions of this Agreement.

9. The Released LOC, the Full Draws, and Future Provision of Collateral.

9.1. Within five (5) business days after the date on which this Agreement is duly executed by the Parties, Zurich shall (i) fully and finally release the Released LOC to the Issuing Bank with instructions that the Released LOC may be cancelled in accordance with and subject to the terms of the Released LOC and/or applicable non-bankruptcy law, (ii) submit one or more requests to the Issuing Bank for a draw on the Non-Released LOCs in the full amount thereof in accordance with and subject to the terms of the Non-Released LOCs and/or applicable non-bankruptcy law (the “Full LOC Draw”), and (iii) withdraw all of the funds contained in the Trust Account (the “Full Trust Withdrawal,” and together with the “Full LOC Draw,” the “Full Draws”). The Original Insureds and the Assuming Entity hereby (i) agree that Zurich is authorized and permitted to effectuate the Full Draws notwithstanding anything to the contrary contained in any agreements

governing and/or applicable to the Non-Released LOCs and/or the Trust Account including, without limitation, the Non-Policy Agreement, (ii) agree and consent to the Full Draws, (iii) waive and release any and all rights to object to, oppose, or contest the Full Draws, and (iv) agree to and shall cooperate fully with Zurich in connection with and with respect to the Full Draws including, without limitation, by providing any and all documentation that may be necessary or appropriate to effectuate the Full Draws. The proceeds and/or funds received by Zurich as a result of the Full Draws shall be referred to herein collectively as the “Draw Funds.”

- 9.2. Except for the Assuming Entity replacing Red Lobster as the counterparty to the Non-Policy Agreement pursuant to Section 2.2 hereof, nothing amends, modifies, or otherwise alters the terms and conditions of the Non-Policy Agreement including, without limitation, any agreement to arbitrate disputes and any provisions regarding Zurich’s rights to periodically review the collateral requirements under the Zurich Insurance Program and to adjust the collateral requirements at any time; provided, that the Assuming Entity hereby acknowledges and agrees (i) to deliver any additional collateral required by Zurich in order to secure the Assuming Entity’s obligations to Zurich assumed hereunder within thirty (30) calendar days after Zurich’s demand therefor, (ii) the Transferred Collateral and any and all other collateral provided by or on behalf of the Assuming Entity to Zurich shall secure all obligations and liabilities arising at any time under the Zurich Insurance Program subject to the terms of the Zurich Insurance Program, and (iii) in addition to any other remedies that Zurich may have, Zurich may draw on and/or apply all or any part of the Transferred Collateral and/or any and all other collateral securing the Assuming Entity’s obligations to Zurich in each instance in which the Assuming Entity has failed to observe, pay, perform, satisfy, fulfill or discharge, in whole or in part, any of the Zurich Insurance Obligations subject to the terms of the Zurich Insurance Program and regardless of whether any of the Zurich Insurance Obligations arise prior to, on, or after the Closing Date.

10. Billing. Following the Agreement Effective Date, the Assuming Entity shall be responsible for satisfaction in full of the Zurich Insurance Obligations, and Zurich will bill only the Assuming Entity directly for the Zurich Insurance Obligations.

11. Further Assurances. Each Party agrees to take such further actions as may be reasonably necessary or as another Party may reasonably request in order to achieve the purpose and intent of this Agreement, or to consummate the transactions contemplated under this Agreement. If required by Zurich, an amendment to the Zurich Insurance Program, endorsements to any insurance policies that make up the Zurich Insurance Program, or similar documentation will be executed, in form and substance satisfactory to Zurich, by any of the Original Insureds, the Assuming Entity, and/or Zurich reflecting the terms of this Agreement including, but not limited to, the Assuming Entity’s assumption of the Zurich Insurance Program and the Zurich Insurance Obligations pursuant to this Agreement.

12. Notices. All communications required under this Agreement shall be in writing, shall be deemed delivered when received, and shall be addressed as follows:

If to the Assuming Entity: RL Investor Holdings LLC
In each instance to the Attention of: _____
Mail Address: _____

Facsimile: _____
E-Mail: _____

If to the Original Insureds: Red Lobster Management LLC
In each instance to the Attention of: _____
Mail Address: _____

Facsimile: _____
E-Mail: _____

If to Zurich: Zurich American Insurance Company
 American Zurich Insurance Company
 American Guarantee and Liability Insurance Company
In each instance to the Attention of: Office of General Counsel
Mail Address: 1299 Zurich Way
 Schaumburg, Illinois 60196

13. Representations and Warranties.

- 13.1. The Original Insureds expressly represent and warrant that, as of the Closing Date (subject to the occurrence of the Agreement Effective Date), they will have no need for the insurance coverage previously provided to them by the Zurich Insurance Program through the Closing Date and the Original Insureds hereby waive and release any and all rights to object to or otherwise contest the Amendment (including as it relates to the removal of the Original Insureds).
- 13.2. The Original Insureds expressly warrant and represent that none of the claims being novated pursuant to this Agreement have been previously assigned or transferred in any way to any person.
- 13.3. The Assuming Entity acknowledges that it has the right and duty to obtain copies of the Zurich Insurance Program from the Original Insureds.
- 13.4. Each of the Original Insureds and the Assuming Entity acknowledges, represents, warrants and agrees that this Agreement including, but not limited to, the Amendment (including as it relates to the removal of the Original Insureds) is authorized by the Plan and Confirmation Order and each of the Original Insureds and the Assuming Entity shall jointly and severally defend and indemnify Zurich for any challenge by any party to

this Agreement, the Amendment and/or the transactions contemplated and effectuated thereby.

- 13.5. Each of the Parties expressly warrants and represents that (i) the execution of this Agreement is fully authorized by each of them; (ii) that it has the right, power and authority to enter into the transactions described under this Agreement; (iii) the person or persons executing this Agreement have the necessary and appropriate authority to do so; and (iv) there are no pending agreements, transactions, or negotiations to which any of them are a party that would render this Agreement or any part thereof void, voidable or unenforceable.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York without regard to those provisions or principles concerning conflicts of laws.

15. Good Faith. This Agreement is drafted in good faith. Should the need arise, the Parties shall cooperate in demonstrating to a court or arbitration panel that this Agreement, together with any terms and provisions contained therein, were negotiated and drafted on a mutual basis by parties of equal bargaining power and in good faith.

16. No Admission or Representation of Insurance Coverage. This Agreement contains no admissions or representations whatsoever regarding insurance coverage. This Agreement is not and shall not be interpreted as either a contract or policy of insurance or an admission of coverage for any claims brought under the Zurich Insurance Program. The Zurich Insurance Program provides all terms, conditions and limitations with respect to insurance coverage.

17. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors and assigns; provided, however, that the Zurich Insurance Program and/or the rights, proceeds, benefits, claims, interests, rights to payments and/or recoveries thereunder may not be sold, assigned or transferred by the Assuming Entity without Zurich's prior written consent; provided, further, that nothing requires Zurich to consent to any such sale, assignment, or transfer.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement. This Agreement shall be deemed fully executed when it has been signed by all of the Parties.

19. No Amendment or Modification. This Agreement may not be modified, amended, assigned or terminated except by written agreement signed by the Parties. This Agreement is the entire agreement among all of the Parties and supersedes all other prior agreements and understandings, both written and oral, with respect to the subject matter hereof. The Parties understand and agree that they are not relying on any promise or representation that is not stated expressly herein.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below, to be effective as of the Agreement Effective Date.

ZURICH AMERICAN INSURANCE COMPANY

(On behalf of itself and all of its affiliates)

By: _____

Printed Name: _____

Title: _____

Date: _____

AMERICAN ZURICH INSURANCE COMPANY

(On behalf of itself and all of its affiliates)

By: _____

Printed Name: _____

Title: _____

Date: _____

AMERICAN GUARANTY AND LIABILITY COMPANY

(On behalf of itself and all of its affiliates)

By: _____

Printed Name: _____

Title: _____

Date: _____

RED LOBSTER MANAGEMENT LLC

(On behalf of itself and its affiliated insured companies)

By: _____

Printed Name: _____

Title: _____

Date: _____

RL INVESTOR HOLDINGS LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

[Notice of Entry of Confirmation Order]

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,⁸Case No. 6:24-bk-02486-GER
Lead Case

RED LOBSTER RESTAURANTS LLC,
 RLSV, INC.,
 RED LOBSTER CANADA, INC.,
 RED LOBSTER HOSPITALITY LLC,
 RL KANSAS LLC,
 RED LOBSTER SOURCING LLC,
 RED LOBSTER SUPPLY LLC,
 RL COLUMBIA LLC,
 RL OF FREDERICK, INC.,
 RED LOBSTER OF TEXAS, INC.,
 RL MARYLAND, INC.,
 RED LOBSTER OF BEL AIR, INC.,
 RL SALISBURY, LLC,
 RED LOBSTER INTERNATIONAL HOLDINGS LLC,

Jointly Administered with
 Case No. 6:24-bk-02487-GER
 Case No. 6:24-bk-02488-GER
 Case No. 6:24-bk-02489-GER
 Case No. 6:24-bk-02490-GER
 Case No. 6:24-bk-02491-GER
 Case No. 6:24-bk-02492-GER
 Case No. 6:24-bk-02493-GER
 Case No. 6:24-bk-02494-GER
 Case No. 6:24-bk-02495-GER
 Case No. 6:24-bk-02496-GER
 Case No. 6:24-bk-02497-GER
 Case No. 6:24-bk-02498-GER
 Case No. 6:24-bk-02499-GER
 Case No. 6:24-bk-02500-GER

Debtors.

**NOTICE OF CONFIRMATION OF PLAN,
 PERMANENT INJUNCTION, AND VARIOUS DEADLINES**

PLEASE TAKE NOTICE that on September ____, 2024, the United States Bankruptcy Court for the Middle District of Florida entered *Findings of Fact, Conclusions of Law, and Order (I) Approving the Adequacy of the Disclosure Statement on a Final Basis and (II) Confirming the Joint Chapter 11 Plan for Red Lobster Management LLC and its Debtor Affiliates* (the “Confirmation Order”) confirming the *Second Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates* as of September 4, 2024 (the “Plan”) filed by Red

⁸ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors’ principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

Lobster Management LLC and its debtor affiliates, as debtors and debtors-in-possession in the above captioned chapter 11 cases (collectively, the “Debtors”);

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at <https://dm.epiq11.com/RedLobster>;

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, the automatic stay of Section 362 of the United States Bankruptcy Code and in existence on the date of the confirmation of the Plan shall continue in full force and effect until the Plan Effective Date and the Debtors and the Estates shall be entitled to all of the protections afforded thereby, all in accordance with the Plan;

PLEASE TAKE FURTHER NOTICE that the Confirmation Order contains the following permanent injunction:

Article VIII(A)(5): Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order with respect to the Plan, all Persons⁹ who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, any of the Debtors that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against any of the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), the GUC Trustee, as applicable, or any of the other Exculpated Parties or any of the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff or subrogation against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless, with respect to setoff, such holder has Filed a motion requesting the right to perform such setoff on or before the Plan Effective Date or Filed a Proof of Claim that asserts or preserves any such right, and until such motion has been granted or the Filed Proof of Claim is Allowed.

Upon entry of the Confirmation Order with respect to the Plan, all holders of Claims and Causes of Action against, and Interests in, any of the Debtors and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the Plan or the Sale Transaction.

NOTICE IS FURTHER GIVEN THAT the Confirmation Order provides, among other things, the following deadlines:

⁹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

a. **Administrative Expense Claims Bar Date (General)**. Other than holders of (a) DIP Claims, (b) Professional Fee Claims, (c) Administrative Expense Claims Allowed by an order of the Bankruptcy Court on or before the Plan Effective Date, or (d) Administrative Expense Claims that arose in the ordinary course of business under assumed Unexpired Leases or Executory Contracts, holders of any Administrative Expense Claim must File and serve upon Debtors' counsel, Plan Administrator's counsel, and the GUC Trustee's counsel, as applicable, a request for allowance and payment of such Administrative Expense Claim by no later than the Administrative Expense Claims Bar Date. Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable, or their respective property, and such Administrative Expense Claims shall be deemed discharged as of the Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court. The Plan defines the "Administrative Expense Claims Bar Date" as the deadline for Filing requests for payment of Administrative Expense Claims (other than DIP Claims and the Professional Fee Claims, which shall be paid in accordance with the DIP Orders and the Plan, as applicable), which shall be thirty (30) days after the Plan Effective Date, except as specifically set forth to the contrary in the Plan or a Final Order. The Debtors anticipate the Plan Effective Date to be on the first Business Day after the Confirmation Date on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent to the occurrence of the Plan Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Accordingly, the Administrative Expense Claims Bar Date will be on or about October 15, 2024. Soon after the Plan Effective Date, the Debtors shall File a notice of the Plan Effective Date on the main case docket of these Chapter 11 Cases, which can be accessed through an account obtained from PACER Service Center at 1-800-676-6856 or <http://pacer.psc.uscourts.gov/>. Notice of the Plan Effective Date will also be posted at <https://dm.epiq11.com/RedLobster>. At that time, please refer to the Notice of the Plan Effective Date to determine the Administrative Expense Claims Bar Date.

Any such person who fails to timely File and serve a request for payment of an Administrative Expense Claim will be **FOREVER BARRED** from seeking payment of such Administrative Expense Claim by the Debtors, Reorganized Debtors, Wind-Down Debtors or the GUC Trustee.

b. **Rejection Damage Claims Bar Date**: All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date. The Debtors shall provide notice of such rejection and specify the appropriate deadline for the filing of such Proof of Claim. The deadline for filing a Proof of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to a prior order of the Bankruptcy Court shall be as set forth in such order. Each Claim arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim subject to any applicable limitation or defense under the Bankruptcy Code and applicable law. Any entity that is required to File a Proof of Claim

arising from the rejection of an Executory Contract or an Unexpired Lease that fails to do so shall be forever barred, estopped, and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, their Estates, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust or the GUC Trustee, or any of their respective property, successors or assigns, and such Claims shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Plan Effective Date, be subject to the permanent injunction set forth in Article VIII of the Plan. If such Claim is untimely Filed, it shall not be Allowed for distribution purposes pursuant to the Plan, unless the Claims Objection Bar Date passes without an objection or other proceeding to disallow, or otherwise eliminate or reduce, such Claim having been initiated.

Dated: September [●], 2024

Respectfully submitted,

/s/ Paul Steven Singerman

W. Austin Jowers (admitted *pro hac vice*)
 Jeffrey R. Dutson (admitted *pro hac vice*)
 Sarah L. Primrose (FL Bar No. 98742)
 Christopher K. Coleman (admitted *pro hac vice*)
 Brooke L. Bean (admitted *pro hac vice*)

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 Telephone: (305) 755-9500
 Email: singerman@bergersingerman.com

- and -

Nicolette C. Vilmos
 Florida Bar No. 469051
BERGER SINGERMAN LLP
 111 N. Magnolia Avenue
 Suite 1450
 Orlando, FL 32801
 Telephone: (407) 743-7900
 Email: nvilmos@bergersingerman.com

- and -

Michael Fishel (admitted *pro hac vice*)

KING & SPALDING LLP

1100 Louisiana, Suite 4100

Houston, TX 77002

Telephone: (713) 751-3200

Email: mfishel@kslaw.com

Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

Counsel for Debtors and Debtors-in-Possession

This is **Exhibit "B"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 6th day of September, 2024



A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

ORDERED.

Dated: September 05, 2024


Grace E. Robson
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC, ¹

Case No. 6:24-bk-02486-GER
Lead Case

Jointly Administered with

RED LOBSTER RESTAURANTS LLC,
RLSV, INC.,
RED LOBSTER CANADA, INC.,
RED LOBSTER HOSPITALITY LLC,
RL KANSAS LLC,
RED LOBSTER SOURCING LLC,
RED LOBSTER SUPPLY LLC,
RL COLUMBIA LLC,
RL OF FREDERICK, INC.,
RED LOBSTER OF TEXAS, INC.,

Case No. 6:24-bk-02487-GER
Case No. 6:24-bk-02488-GER
Case No. 6:24-bk-02489-GER
Case No. 6:24-bk-02490-GER
Case No. 6:24-bk-02491-GER
Case No. 6:24-bk-02492-GER
Case No. 6:24-bk-02493-GER
Case No. 6:24-bk-02494-GER
Case No. 6:24-bk-02495-GER
Case No. 6:24-bk-02496-GER

¹ The Debtors in these ~~chapter~~[Chapter](#) 11 ~~eases~~[Cases](#), along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450 ~~S.~~[S.](#) Orange Avenue, Suite 800, Orlando, FL 32801.

RL MARYLAND, INC.,
RED LOBSTER OF BEL AIR, INC.,
RL SALISBURY, LLC,
6:24-bk-02499-GER RED LOBSTER INTERNATIONAL HOLDINGS LLC, Case No.
6:24-bk-02500-GER

Case No. 6:24-bk-02497-GER
Case No. 6:24-bk-02498-GER
Case No.

Debtors.

~~DEBTORS' NOTICE OF FILING PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT ON A FINAL BASIS AND (II) CONFIRMING THE JOINT CHAPTER 11 PLAN FOR RED LOBSTER MANAGEMENT LLC AND ITS DEBTOR AFFILIATES~~

~~Red Lobster Management LLC and its debtor affiliates, as debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the "Debtors"), by and through their undersigned counsel, hereby file the attached proposed Findings of Fact, Conclusions of Law, and Order (I) Approving the Adequacy of the Disclosure Statement on a Final Basis and (II) Confirming the Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates, with respect to the hearing scheduled for September 5, 2024, at 10:00 a.m., to consider approval, on a final basis, of the Disclosure Statement for the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates [ECF No. 734] and confirmation of the Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates [ECF No. 733].~~

~~Dated: August 22, 2024~~ ~~Respectfully submitted,~~

~~W. Austin Jowers (admitted pro hac vice) Jeffrey R. Dutson (admitted pro hac vice) Sarah L. Primrose (FL Bar No. 98742) Christopher K. Coleman (admitted pro hac vice) Brooke L. Bean (admitted pro hac vice) KING & SPALDING LLP 1180 Peachtree Street, NE, Suite 1600 Atlanta, GA 30309 Telephone: (404) 572-4600 Email: ajowers@kslaw.com jdutson@kslaw.com sprimrose@kslaw.com christopher.coleman@kslaw.com bbean@kslaw.com~~

~~—and—~~

~~Michael Fishel (admitted pro hac vice)~~

KING & SPALDING LLP

1100 Louisiana, Suite 4100 Houston, TX 77002 Telephone: ~~(713) 751-3200~~ Email: mfishel@kslaw.com

~~/s/ Paul Steven Singerman~~

Paul Steven Singerman Florida Bar No. 378860

BERGER SINGERMAN LLP

1450 Brickell Avenue, Suite 1900 Miami, FL 33131 Telephone: (305) 755-9500 Email:

singerman@bergersingerman.com

~~—and—~~

Nicolette C. Vilmos Florida Bar No. 469051

BERGER SINGERMAN LLP

111 N. Magnolia Avenue, Suite 1450 Orlando, FL 32801 Telephone: (407) 743-7900 Email:

nvilmos@bergersingerman.com

~~Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.~~

Counsel for Debtors and Debtors in Possession

~~13221453-1~~

~~-2-~~

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

IN RE: Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,[†] Case No. 6:24-bk-02486-GER

Jointly Administered with

RED LOBSTER RESTAURANTS LLC, Case No. 6:24-bk-02487-GER

RLSV, INC., Case No. 6:24-bk-02488-GER

RED LOBSTER CANADA, INC., Case No. 6:24-bk-02489-GER

RED LOBSTER HOSPITALITY LLC, Case No. 6:24-bk-02490-GER

RL KANSAS LLC, Case No. 6:24-bk-02491-GER

RED LOBSTER SOURCING LLC, Case No. 6:24-bk-02492-GER

RED LOBSTER SUPPLY LLC, Case No. 6:24-bk-02493-GER

RL COLUMBIA LLC, Case No. 6:24-bk-02494-GER

RL OF FREDERICK, INC., Case No. 6:24-bk-02495-GER

RED LOBSTER OF TEXAS, INC., Case No. 6:24-bk-02496-GER

RL MARYLAND, INC., Case No. 6:24-bk-02497-GER

RED LOBSTER OF BEL AIR, INC., Case No. 6:24-bk-02498-GER

RL SALISBURY, LLC, Case No. 6:24-bk-02499-GER

[†]The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450

(2) Orange Avenue, Suite 800, Orlando, FL 32801.

~~RED LOBSTER INTERNATIONAL HOLDINGS LLC, Case No. 6:24-bk-02500-GER~~

~~Debtors.~~

**FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND ORDER (I) APPROVING THE ADEQUACY
OF
THE DISCLOSURE STATEMENT ON A FINAL BASIS ~~AND~~, (II)
CONFIRMING THE JOINT CHAPTER 11 PLAN FOR RED LOBSTER
MANAGEMENT LLC AND ITS DEBTOR AFFILIATES, (III)
SETTING**

~~The~~

DEADLINES, AND (IV) SETTING POST-CONFIRMATION STATUS CONFERENCE

THIS CASE came before the Court (the "Bankruptcy Court ~~having considered~~" or "Court") on the 5th day of September, 2024, at 10:00 a.m. prevailing Eastern Time (the "Confirmation Hearing") in Orlando, Florida to consider (x) on a final basis, the adequacy of the Disclosure Statement,² and (y) confirmation of the Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates, dated July 29, 2024 [ECF No. 733] (as amended pursuant to that certain Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates, dated as of August 22, 2024 [ECF No. ~~1941~~], Exhibit H), and as further amended by that Second Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates, dated as of September 4, 2024 [ECF No. 1124], and as further amended, supplemented or otherwise modified from time to time, the "Plan") filed by the debtors and debtors in possession (the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases");² ~~and this.~~ The Court ~~having~~has further considered the following in

² Capitalized terms not defined herein shall have the meanings set forth in the Plan.

~~(y) ² Capitalized terms not defined herein shall have the meanings set forth in the Plan.~~

further support of confirmation of the Plan and entry of this order (~~this~~ the “Confirmation Order”):

- (i) *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, ~~(II)~~ (II) Authorizing the Debtors to Use Cash Collateral On a Limited Basis, ~~(III)~~ (III) Granting Liens and Providing Superpriority Administrative Expense Status, ~~(IV)~~ (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and ~~(VI)~~*

(VI) *Granting Related Relief*, entered June 14, 2024 [ECF No. 393] (the “Final DIP Order”);

- (ii) *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets; (II) Authorizing the Debtors to Enter Into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief*, entered June 14, 2024 [ECF No. 386] (the “Bidding Procedures Order”);

- (iii) *Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets*, filed June 28, 2024 [ECF No. 476], as further supplemented by the *First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and*

Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets [ECF No. 484] (collectively, the “Cure Notice”);

- (iv) *Order Granting Debtors’ Expedited Motion for Entry of an Order (I) Conditionally Approving Disclosure Statement For the Proposed Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates, (II) Approving the Solicitation and Voting Procedures with Respect to Confirmation of the Proposed Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates, and ~~(III)~~ (III) Granting Related Relief*, entered July 29, 2024 [ECF No. 736] (the “Solicitation Procedures Order”);

- (v) *Disclosure Statement for the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed July 29, 2024 [ECF No. 734] (the “Disclosure Statement”);

- (vi) *Certificate of Service re Affidavit of Publication in the Wall Street Journal With Respect to Notice of Joint Hearing to Consider (I) Final Approval Concerning Adequacy of the Disclosure Statement for Debtors’ Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates and (II) Confirmation of*

Debtors' Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates (Including the Approval of Certain Release, Exculpation, and Injunction Provisions Contained Therein), filed August 2, 2024 [ECF No. 777] (the "Proof of Publication");

- (vii) *Notice of (I) Cancellation of Auction and (II) Designation of Successful Bidder*, filed July 22, 2024 [ECF No. 645];
- (viii) *Plan Supplement to Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed August 22, 2024 [ECF No. ~~941~~] (collectively with the Plan Supplement Amendment (defined below), the "Plan Supplement") which, among other things, appends a schedule of Retained Causes of Action as Exhibit C, Amended Assumed Executory Contracts and Unexpired Leases Lists as Exhibit D, a Plan Administrator Agreement as Exhibit E and a GUC Trust Agreement as Exhibit F;
- (ix) *Notice of (I) Filing Exhibit I to Plan Supplement; and (II) Selection of Plan Administrator*, filed August 26, 2024 [ECF No. 972] (the "Plan Supplement Amendment");
- (x) ~~(ix)~~ *Amended and Restated Purchase Agreement*, dated as of August 22, 2024, by and among Red Lobster Management LLC and certain of its subsidiaries named herein and RL Investor Holdings LLC as Purchaser [Plan Supplement, Exhibit A] (the "Purchase Agreement");
- (xi) *Debtors' Notice of Intent to Proceed with Reorganized Equity Sale*, filed on August 30, 2024 [ECF No. 1055] (the "Reorganized Equity Sale Notice");
- (xii) ~~(ix)~~ *Affidavit Declaration of Emily Young, On Behalf of Epiq Corporate Restructuring, LLC, Regarding Voting Solicitation and Tabulation of Ballots Cast on Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed September 3, 2024 [ECF No. ~~1101~~] (the "Tabulation Affidavit Declaration");
- (xiii) ~~(xi)~~ *Declaration of Nicholas Haughey, Chief Restructuring Officer of the Debtors, in Support of Confirmation of the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed August 29, 2024 [ECF No. ~~1039~~] (the "Haughey Declaration");
- (xiv) ~~(xii)~~ *Declaration of Teri Stratton in Support of Confirmation of the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed August 29, 2024 [ECF No. ~~1040~~] (the "Stratton Declaration");
- (xv) ~~(xiii)~~ *Debtors' Memorandum of Law in Support of Confirmation of Debtors' Amended Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates*, filed by the Debtors on August 29, 2024 [ECF No. ~~1041~~] (the "Confirmation Memorandum");
- (xvi) ~~(xiv)~~ *Memorandum of Law in Reply of to Objections to Confirmation of Debtors' Amended Joint Chapter 11 Plan*, filed September 3, 2024 [ECF No. 1102] (the

“Debtors-~~in Support of~~ Reply Brief”);

(xvii) The Official Committee of Unsecured Creditors’ Response to the United States Trustee’s Objection to Confirmation of Joint Chapter 11 Plan ~~effor~~ Red Lobster Management LLC and Its Debtor Affiliates, filed September 3, 2024 [ECF No. ~~[●]~~1098] (the “Debtors’ Reply Brief Committee Response”);

(xviii) ~~(xv)~~ The affidavits or other proofs of service of notices with respect to the Confirmation Hearing, cure amounts (the “Cure Amounts”) of Executory Contracts and Unexpired Leases to be assumed, and solicitation of voting on the Plan (the “Solicitation Service Filings”).

The Bankruptcy Court having: (i) conducted ~~a hearing commencing on September 5, 2024, at 10:00 a.m. prevailing Eastern Time~~ (the “Confirmation Hearing”) to consider ~~(x)~~ on a final basis, the adequacy of the Disclosure Statement, and ~~(y)~~ confirmation of the Plan, pursuant to Bankruptcy Rule 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code, as set forth in the Solicitation Procedures Order; (ii) reviewed the Plan, Disclosure Statement, all of the other documents listed above, and all other filed pleadings, exhibits, affidavits, hearing transcripts, documents, filings and other evidence regarding confirmation of the Plan, including all objections, statements and reservations of rights; (iii) heard the statements, oral representations and arguments made by counsel in respect of confirmation of the Plan and the objections thereto; and (iv) taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases and other relevant proceedings, all of which are incorporated herein,

NOW, THEREFORE, it appearing to the Bankruptcy Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to confirmation of the Plan have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of final approval of the Disclosure Statement and confirmation of the Plan and other evidence presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, it ~~hereby~~ is DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings of fact and conclusions of law set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. This Court incorporates by

reference all findings of fact and conclusions of law set forth on the record at the Confirmation Hearing as if set forth fully herein. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Final approval of the Disclosure Statement, confirmation of the Plan, and approval of any and all resolutions, settlements, and/or agreements provided for therein, are each core proceedings within the meaning of 28 U.S.C. § 157(b) and the Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution. The Bankruptcy Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. The Debtors are proper plan proponents under sections 1121(a) and (c) of the Bankruptcy Code.

C. Commencement and Joint Administration of the Debtors' Chapter 11 Cases. On May 19, 2024 (the "Petition Date"), each of the above-captioned Debtors commenced a case under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). By prior order of this Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

D. Appointment of Creditors' Committee. On May 31, 2024, the U.S. Trustee appointed an official committee of unsecured creditors in these Chapter 11 Cases [ECF No. 250] (the "Committee").

E. Judicial Notice. The Bankruptcy Court takes judicial notice of (and deems admitted into evidence for purposes of confirmation of the Plan) the docket of these Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court or its duly appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, all adversary proceedings and all evidence and arguments made, proffered or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

Filing of Disclosure Statement and Plan

F. Adequacy of Disclosure Statement. The Disclosure Statement contains “adequate information,” as such term is defined in section 1125(a) of the Bankruptcy Code and is used in Bankruptcy Code section 1126(b)(2), with respect to the Debtors’ Plan and the transactions contemplated therein, and is approved on a final basis.

G. Modifications to Plan. The modifications made to the Plan since the entry of the Solicitation Procedures Order, as reflected at Exhibit H of ECF No [\[●\]941](#) [and as further set forth herein](#), are consistent with all of the provisions of the Bankruptcy Code, including sections 1122, 1123, 1125, and 1127 of the Bankruptcy Code. The modifications do not adversely affect the proposed treatment of any holder of a Claim or Interest. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code, none of the modifications require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, in accordance with Bankruptcy Rule 3019. The filing of the modifications to the Plan, as reflected in Exhibit H of the Plan Supplement, and the discussion of the modifications on the record at or prior to the Confirmation Hearing, constitute due and sufficient notice of any and all such modifications. No additional solicitation or disclosure is required on account of such modifications, and such modifications are deemed accepted by all holders of Claims and Interests who voted to accept the Plan or who are deemed to have accepted the Plan. Therefore, the Plan as modified shall constitute the Plan submitted for confirmation.

Plan Supplement

H. The filing and notice of the Plan Supplement and any amended or revised versions in connection therewith were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and in compliance with the provisions of the Plan, the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and applicable non-bankruptcy law, rules and regulations, and no other or further notice is or shall be required.

I. ~~The documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan.~~ Subject to the terms of the Plan and the terms of the documents included in the Plan Supplement, the Debtors' rights to alter, amend, update or modify any of the documents contained in the Plan Supplement before the Plan Effective Date are reserved.

Solicitation of the Plan and Voting Results

J. Publication of Confirmation Hearing Notice. On August 1, 2024, the Debtors, as evidenced by the Proof of Publication, caused the Confirmation Hearing Notice (in a form suitable for publishing in a newspaper) to be published in the *Wall Street Journal*.

K. Solicitation and Notice. On July 29, 2024, the Bankruptcy Court entered the Solicitation Procedures Order, which, among other things, conditionally approved the Disclosure Statement, finding that it contained "adequate information" within the meaning of section 1125(a)(1) of the Bankruptcy Code, and established procedures for the Debtors' solicitation and tabulation of votes on the Plan.

L. Service of Solicitation Package, including Confirmation Hearing Notice. The Debtors, through the Solicitation Agent, caused the ~~Solicitation Packages~~solicitation packages, including the Solicitation Procedures Order (without exhibits), the Confirmation Hearing Notice, and applicable ballot(s) (the "Ballots") or Notice of Non-Voting Status (as such term is used in ~~such motion~~the Solicitation Procedures Order), to be served and distributed as required by the

Solicitation Procedures Order, Bankruptcy Code section 1125, Bankruptcy Rules 3017 and 3018, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Middle District of Florida (the “Local Rules”), all other applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and all other applicable rules, laws and regulations applicable to such solicitation. The ~~Solicitation Packages~~solicitation packages were transmitted to all creditors entitled to vote on the Plan and sufficient time was prescribed for creditors to accept or reject the Plan. The transmittal of the ~~Solicitation Packages~~solicitation packages and Ballots was adequate and sufficient under the circumstances and no other or further notice is or shall be required.

M. Notice of Cure Objection Deadline. On (i) June 28, 2024, as evidenced by the *Certificate of Service*, dated July 3, 2024 [ECF No. 492], and (ii) July 2, 2024, as evidenced by the *Certificate of Service*, dated July 5, 2024 [ECF No. 498], certain counterparties to Executory Contracts and Unexpired Leases were served by the Solicitation Agent with the Cure Notice, which constituted notice of the Debtors’ potential assumption or assumption and assignment of the identified Executory Contracts and Unexpired Leases, proposed prepetition Cure Amounts relating thereto, and the applicable deadline to object to assumption/assignment or the proposed Cure Amounts.

N. Resolution of Cure Objections. ~~[Reserved.]~~Following filing of the Cure Notice, the Debtors received formal and informal objections to the Cure Amounts listed on the Cure Notice (collectively, the “Cure Objections”). The Debtors have resolved all filed Cure Objections except those Cure Objections filed by (i) EEC Acquisition, LLC d/b/a Smart Care Equipment Solutions and Restaurant Equipment Maintenance Company LLC d/b/a/ REMCO at ECF No. 521, as amended at ECF No. 597, and (ii) Johnson Controls Security Solutions, LLC, et al. at ECF 546

(collectively, the “Unresolved Cure Objections”).³ Due to the voluminous nature of the invoices involved in the Unresolved Cure Objections, the Debtors need additional time to resolve the Unresolved Cure Objections. The final evidentiary hearing on the Unresolved Cure Objections, if necessary, is scheduled for **October 16, 2024 at 1:30 p.m. prevailing Eastern Time at the United States Bankruptcy Court, 400 W. Washington Street, 6th Floor, Courtroom 6D, Orlando, Florida 32801** (the “Continued Cure Evidentiary Hearing”). The Debtors will file a status report at least two (2) days prior to the Continued Cure Evidentiary Hearing apprising the Court of the status of the Unresolved Cure Objections.

O. Confirmation Hearing Notice. Adequate and sufficient notice of the Confirmation Hearing was provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order. All parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan) have been provided due, proper, timely, and adequate notice and have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

P. Solicitation. ~~Votes~~Solicitation for votes on the Plan ~~were solicited~~occurred after disclosure of “adequate information” as defined in section 1125(a)(1) of the Bankruptcy Code, in good faith, and in compliance with Bankruptcy Code sections 1125 and 1126, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Solicitation Procedures Order, the Local Rules, all other applicable provisions of the Bankruptcy Code and Bankruptcy Rules, and all other applicable

³ Certain of the Cure Objections relate to Unexpired Leases or Executory Contracts that the Debtors are rejecting, including those Cure Objections (i) filed by Thai Union Public Company Limited and Tri-Union Frozen Products, Inc. at ECF No. 533; (ii) filed by Rubin Postaer and Associates, Inc. at ECF No. 559; and (iii) filed by R&H Properties at ECF No. 584. As a result, such Cure Objections are moot.

rules, laws, and regulations applicable to such solicitation. Pursuant to the Solicitation Procedures Order, the Debtors transmitted Solicitation Packages to those holders of Claims and Interests entitled to

vote on the Plan as of the Voting Record Date (as defined in the Solicitation Procedures Order). As evidenced by the Tabulation ~~Affidavit~~Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the ~~Conditional Approval~~Solicitation Procedures Order, the Bankruptcy Code, ~~and~~ the Bankruptcy Rules and the Local Rules.

Q. Voting. Votes on the Plan were solicited after disclosure of “adequate information” as defined in section 1125 of the Bankruptcy Code. On September 3, 2024, the Solicitation Agent filed the Tabulation ~~Affidavit~~Declaration. The Tabulation ~~Affidavit~~Declaration provides complete transparency as to the voting and tabulation procedures and reflects compliance by the Debtors, in reaching the determinations reflected therein, with the requirements of Bankruptcy Code sections 1126(c) and (d) and Bankruptcy Rule 3018(a) and (c). As reflected by the Tabulation Declaration, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Confirmation

R. Bankruptcy Rule 3016. The Plan is dated and identifies the ~~Entities~~entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

S. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan

complies with all applicable provisions of the Bankruptcy Code as required by Bankruptcy Code section 1129(a)(1), including compliance with Bankruptcy Code sections 1122 and 1123.

(i) Bankruptcy Code Section 1122 – Proper Classification. The Plan properly classifies claims and equity interests in satisfaction of Bankruptcy Code section 1122. Article III of the Plan sets forth five classes of claims and one class of interests, as follows: ~~(1)~~ Miscellaneous Secured Claims; ~~(2)~~Class 1, Other Priority Claims; ~~(3)~~Class 2, Prepetition Term Loan Claims; ~~(4)~~Class 3, General Unsecured Claims; ~~(5)~~Class 4, Intercompany Claims; Class 5, and ~~(6)~~Interests in the Debtors Class 6. Valid reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and, accordingly, the Plan properly classifies claims and equity interests, satisfying the requirements of Bankruptcy Code section 1122.

(ii) Bankruptcy Code Section 1123(a)(1) - Designation of Classes of Non-Priority Claims and Interests. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(1) by designating classes of Claims and Interests, and by not classifying Administrative Expense Claims (entitled to priority under Bankruptcy Code section 507(a)(2)) or Priority Tax Claims (entitled to priority under Bankruptcy Code section 507(a)(8)). Article II of the Plan separately specifies the statutorily required treatment for Administrative Expense Claims and Priority Tax Claims.

(iii) Bankruptcy Code Section 1123(a)(2) and (3) – Specified Classes of Unimpaired Claims and Treatment of Impaired Claims and Interests. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(2) and (3) by specifying that Classes

Class 1 (Miscellaneous Secured Claims) and 2Class 2 (Other Priority Claims) are Unimpaired.

(iv) Bankruptcy Code Section 1123(a)(3) – Treatment of Impaired Claims and Interests. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(3) by specifying the treatment of the Impaired Claims and Interests in ~~Classes 3, 4~~Class 3 (Prepetition Term Loan Claims),

Class 4 (General Unsecured Claims), Class 5 (Intercompany Claims), and Class 6 (Interests).

(v) ~~(iv)~~ Bankruptcy Code section 1123(a)(4) – No Discrimination. Article III of the Plan satisfies Bankruptcy Code section 1123(a)(4) by providing identical treatment for all holders of Claims or Interests within each Class unless a holder of a Claim or Interest in that Class agrees or agreed to less favorable treatment for such Claim or Interest.

(vi) ~~(v)~~ Bankruptcy Code section 1123(a)(5) – Adequate Means for Plan Implementation. ~~The~~ Pursuant to the Reorganized Equity Sale Notice, the Debtors have advised this Court that the Purchaser intends to proceed with a Sale Transaction in the form of a Reorganized Equity Sale. If consummated, the Reorganized Equity Sale will result in the preservation of as many as ~~544~~545 restaurant locations in the United States, Canada, and ~~beyond~~franchised locations in Asia and Latin America. The Reorganized Debtors will continue to employ as many as 32,000 people. The Plan provides adequate and proper means for the implementation of the Sale Transaction (in particular, the Reorganized Equity Sale) as required by section 1123(a)(5) of the Bankruptcy Code. The Plan satisfies Bankruptcy Code section 1123(a)(5) by setting forth the means of its implementation in, among other provisions, Article IV of the Plan, as well as in the various documents and agreements set forth in the Plan Supplement.

(vii) ~~(vi)~~ Bankruptcy Code section 1123(a)(6) – Non-Voting Equity Securities. ~~Section~~ Article IV.B.2(c) of the Plan expressly provides for compliance with such section, thereby satisfying Bankruptcy Code section 1123(a)(6).

(viii) ~~(vii)~~ Bankruptcy Code section 1123(a)(7) – Directors and Officers. The Debtors have properly and adequately disclosed the identity and affiliations of the individuals proposed to serve on or after the Plan Effective Date as officers or directors of the Reorganized Debtors, as set forth in ~~section~~article IV.C.6 of the Plan, in the Plan Supplement and/or the ~~Amended~~-Plan Supplement Amendment, thereby satisfying Bankruptcy Code section 1123(a)(7). The identification, appointment, employment, or manner of selection of such individuals or entities and the proposed compensation and indemnification arrangements for officers and directors are consistent with the interests of holders of Claims and Interests and with public policy.

(ix) Additional Plan Provisions (11 U.S.C. §1123(b)). The other provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code. The failure to specifically address a

provision of the Bankruptcy Code in this Confirmation Order shall not diminish or impair the effectiveness of this Confirmation Order.

(x) ~~(viii)~~Bankruptcy Code section 1123(b)(1)~~-(2)~~ – Claims, ~~Executory Contracts and Unexpired Leases.~~ The Plan is consistent with

Bankruptcy Code section 1123(b)(1) because, under Article III of the Plan, ~~Classes~~Class 1 (Miscellaneous Secured Claims) and ~~2~~Class 2 (Other Priority Claims) are Unimpaired and treated as ~~required under~~ the Bankruptcy Code requires, while ~~Classes 3, 4,~~Class 3 (Prepetition Term Loan Claims), Class 4 (General Unsecured Claims), Class 5 (Intercompany Claims), and Class 6 (Interests) are Impaired based on the Plan's modification of the rights of the holders of Claims and Interests within such Classes.

(xi) ~~Bankruptcy Code section 1123(b)(2) – Executory Contracts and Unexpired~~

Leases. The Plan ~~also~~ is consistent with Bankruptcy Code section 1123(b)(2) because ~~section~~article V.A of

the Plan addresses the assumption and rejection of Executory Contracts and Unexpired Leases.

(xii) ~~(ix)~~Bankruptcy Code section 1123(b)(3) – Settlement, Releases, Exculpation,

Injunction and Preservation of Claims and Causes of Action. This Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the compromise and settlement, release, exculpation, and injunction provisions set forth in ~~sections~~articles VIII.A through and including VIII.E of the Plan. The Plan is consistent with Bankruptcy Code section 1123(b)(3) because the Plan's discretionary provisions, including certain release and exculpation provisions, are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

a. Debtors' Release. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code, the releases of Claims and Causes of Action by the Debtors described in ~~section~~article VIII.A.2 of the Plan (the "Debtors' Release") represent a valid exercise of the Debtors' business judgment. The Debtors' pursuit of any such claims against the Released Parties is not in the best interests of the Estates' various constituencies and is fair and equitable. The Plan, including the

Debtors' Release, was negotiated by sophisticated parties represented by able counsel and financial advisors. The Debtors' Release is, therefore, the result of an arm's length negotiation and appropriately offers protection to parties that participated in the Debtors' restructuring process. Specifically, the Released Parties under the Plan made significant concessions and contributions to the Chapter 11 Cases, including, as applicable, entering into the RSA and related term sheet and agreements, the Restructuring Transactions and related agreements, actively supporting the Plan and the Chapter 11 Cases, settling and compromising substantial rights and Claims against the Debtors under the Plan and providing postpetition financing, as the case may be. The Debtors' Release for the Debtors' current directors, managers, and officers is appropriate because the Debtors' directors, managers, and officers share an identity of interest with the Debtors, supported the Plan and the Chapter 11 Cases, actively participated in meetings, negotiations, and implementation of the restructuring and sale processes during the Chapter 11 Cases, and have provided other valuable consideration to the Debtors in the period leading up to and throughout the Chapter 11 Cases. The scope of the Debtors' Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtors' Release to the Plan, the Debtors' Release is appropriate.

b. Third Party Release. The release by the Releasing Parties (the "Third Party Release"), set forth in ~~section~~article VIII.A.3 of the Plan, is an essential provision of the Plan. The Third Party Release is: (1) consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties; (3) a good-faith settlement and compromise of the claims and Causes of Action released by the Third Party Release (see ~~section~~article VIII.A.3 of the Plan);

(4) mutually beneficial to, and in the best interests of, the Debtors, their Estates, and their stakeholders, and is important to the overall objectives of the Plan to finally resolve certain Claims among or against certain parties in interest in the Chapter 11 Cases; (5) fair, equitable and reasonable; (6) given and made after due notice and opportunity for hearing; (7) a bar to any of the Releasing Parties asserting any claim

or Cause of Action released by the Third Party Release against any of the Released Parties; and (8) consistent with sections 105, 524, 1123, 1129 and 1141 and other applicable provisions of the Bankruptcy Code. Like the Debtors' Release, the Third Party Release facilitated participation of the Released Parties in both the Plan and the Chapter 11 Cases generally. The Third Party Release is instrumental to and an integral part of the Plan, the Restructuring Transactions it implements, and was critical in incentivizing the Released Parties to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The Third Party Release was instrumental in developing a plan that maximized value for all of the Debtors' stakeholders and preserved the Debtors' business as a going concern. The Third Party Release appropriately offers certain protections to parties who constructively participated in the Chapter 11 Cases. The projected recovery under the Plan for holders of Class 3 and 4 Claims derives from the global resolution outlined in the Final DIP Order and embodied by the Plan, and the releases contemplated therein, which are also the result of the agreement of parties to such settlement that bargained, in exchange, to be Released Parties under the Plan. Further, the Third Party Release is consensual as the definition of Releasing Parties does not include any holder of Claims who did not affirmatively vote in support of the Plan, and the release provisions of the Plan were conspicuous in the Confirmation Hearing Notice, the Plan, the Disclosure Statement, the Ballots and the Notice of Non-Voting Status. There is an identity of interests between the Debtors and the entities that will benefit from the Third Party Release. Each of the Released Parties, as stakeholders and critical participants in the Chapter 11 Cases, share a common goal with the Debtors in seeing the Plan succeed and the Restructuring Transactions consummated. The scope of the Third Party Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the Third Party Release. Among other things, the Plan provides appropriate and specific disclosure with respect to the claims and Causes of Action that are subject to the Third Party Release, and no other disclosure is necessary. In light of the foregoing, the Third Party Release is appropriate.

c. Exculpation, Injunction and Preservation of Claims and Causes of Action. The exculpation, injunction, and preservation of Claims and Causes of Action provisions are integral to the Plan and the Restructuring Transactions it implements and were critical in incentivizing parties in interest to support the Plan and preventing potentially significant and time-consuming litigation regarding the parties' respective rights and interests. The exculpation, injunction, and preservation of Claims and Causes of Action provisions are key components of developing a plan that maximized value for all of the Debtors' stakeholders and preserved the Debtors' business as a going concern, and are appropriately tailored to the facts and circumstances of the Chapter 11 Cases.

T. Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code (including sections 1125 and 1126), the Bankruptcy Rules (including Bankruptcy Rules 3017 and 3018), the

Solicitation Procedures Order, and other Orders of this Court, thereby satisfying Bankruptcy Code section 1129(a)(2). Additionally, the Debtors are proper debtors under Bankruptcy Code section 109.

U. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan has been proposed in good faith and not by any means forbidden by law, and thereby complies with Bankruptcy Code section 1129(a)(3). The Plan (i) is the result of extensive, good faith, arm's length negotiations among the Debtors, the Prepetition Term Loan Parties, and the Committee, (ii) bears the support of a Class of impaired creditors (Class 3 Prepetition Term Loan Claims), and (iii) implements a result that is in keeping with (and, indeed, central to) the goals of the Bankruptcy Code. Indeed, the Plan is designed to rehabilitate the Red Lobster restaurant chain, de-lever its balance sheet, and optimize its financial performance going forward, thereby maximizing the going concern value of the enterprise for the benefit of all stakeholders. The Plan contains only provisions that are consistent with the Bankruptcy Code.

V. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Pursuant to the interim compensation procedures previously approved by this Court and established in these Chapter 11 Cases pursuant to section 331 of the Bankruptcy Code, all payments made or to be made by the Debtors for services or for costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to the approval of, this Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

W. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliation of any individuals proposed to serve after confirmation of the Plan have been disclosed, as the name of the (i) GUC Trustee has been disclosed in the Form of GUC Trust Agreement which was attached to the Plan Supplement as Exhibit F; and (ii) Plan Administrator has been disclosed in the ~~Form of Plan Administrator Agreement which was attached as Exhibit E to the Plan Supplement~~ Amendment, both filed prior to the Confirmation Hearing ~~and integral parts of, and incorporated into, the Plan~~. As such, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

X. No Rate Changes (11 U.S.C. § 1129(a)(6)). No governmental regulatory commission has jurisdiction, after confirmation of the Plan, over the rates of the Debtors. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable in these Chapter 11 Cases.

Y. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). ~~The~~ As demonstrated by the Haughey Declaration, the Stratton Declaration, the Tabulation Declaration and the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, the “best interests of creditors” test of Bankruptcy Code 1129(a)(7) is satisfied as to all holders of Claims and Interests in Impaired Classes under the Plan because each such holder of a Claim or Interest is projected and estimated to receive or retain under the Plan a distribution of not less than the distribution that such holder is projected and estimated to receive if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code. Because the non-accepting holders would not receive any greater recovery in a chapter 7 liquidation than under the Plan, the Plan satisfies the “best interests²² of creditors” test.

Z. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Bankruptcy Code section 1129(a)(8) is satisfied because ~~Classes~~ Class 1 (Miscellaneous Secured Claims) and 2Class 2 (Other Priority Claims) are Unimpaired, were not entitled to vote and are deemed to have accepted the Plan pursuant to the conclusive presumption mandated by Bankruptcy Code section 1126(f) and, as reflected in the Tabulation ~~Affidavit~~ Declaration and based on votes tabulated in accordance with Bankruptcy Code section 1126(c) and (d) and Bankruptcy Rule 3018(a) and (c), the Plan has been accepted by Class 3 ~~and Class 4~~ (Prepetition Term Loan Claims).

AA. Treatment of Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims and Priority Tax Claims pursuant to Article II of the Plan satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

BB. Acceptance ~~by at~~ By At Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). 100% of the voting members of Class 3 (Prepetition Term Loan Claims), exclusive of any claims of Insiders (as defined in the Bankruptcy Code), all of which are Impaired under the Plan and entitled to vote, have unanimously voted in favor of the Plan, therefore satisfying the requirements of Bankruptcy Code section 1129(a)(10).

CC. Feasibility of the Plan (11 U.S.C. § 1129(a)(11)). The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing and set forth in the Haughey Declaration and the Stratton Declaration: (i) is persuasive and credible; (ii) has not been controverted by other evidence; and (iii) establishes that the Plan is feasible. As a result, there is a reasonable likelihood that the Debtors, Reorganized Debtors, the Wind-Down Debtors, and/or GUC Trust, as the case may be, will meet their respective financial obligations under the Plan. Confirmation of the Plan is not likely to be followed by any additional liquidation or need for further financial reorganization of the Debtors, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

DD. Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12)). ~~As required pursuant to Section XII.C of the Plan, all~~ All fees payable under section 1930 of title 28 of the United States Code (the “UST Fees”) have been or will be paid on or after the Plan Effective Date, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code. After the Plan Effective Date, such fees shall only be payable until such time as a final decree is entered closing the Chapter 11 Cases, a Final Order converting such cases to cases under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing the Chapter 11 Cases is entered. ~~After~~ As set forth herein, after the Plan Effective Date, the Debtors, the Wind-Down Debtors, and the Reorganized Debtors, as applicable, shall pay the appropriate sums required pursuant to 28 U.S.C. § 1930(a)(6), when due and payable, and shall file with the

Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee, until the earliest of the date on which the final Chapter 11 Cases are converted, dismissed, or closed.

Notwithstanding any term or provision in the Plan, the Plan Supplement, or this Confirmation Order, the Court retains jurisdiction over, and the U.S. Trustee and the GUC Trust each reserves all of their respective rights concerning, any and all disputes and issues that may arise relating to UST Fees on (and reporting obligations relating to) disbursements of any GUC Trust Assets and GUC Litigation Proceeds. Either the U.S. Trustee or the GUC Trust may seek appropriate relief from the Court in the event disputes or issues arise relating to UST Fees on (or reporting obligations relating to) disbursements of GUC Trust Assets and GUC Litigation Proceeds

EE. Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtors have no obligations with respect to retiree benefits. Accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

FF. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

GG. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals. Accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

HH. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are moneyed, business, or commercial corporations, and/or partnerships, as the case may be. Accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

II. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Debtors have satisfied the requirements of sections 1129(b)(1) and (b)(2) of the Bankruptcy Code with respect to Class 4 (General Unsecured Claims) (the “Rejecting Class”) and Class 5 (Intercompany Claims) and Class 6 (Interests) (the “Presumed Rejecting ClassClasses,” and collectively with the

Rejecting Class, the “Rejecting Classes”). Based on the evidence proffered or adduced at the Confirmation Hearing and in the Haughey Declaration, the Plan does not discriminate unfairly ~~and is fair and equitable~~ with respect to the Rejecting Classes, as required by ~~sections~~section 1129(b)(1) ~~and (b)(2)~~ of the Bankruptcy Code, because the legal rights of such Claims and Interests held in the Rejecting Classes are substantially dissimilar from the Classes of Claims receiving distributions under the Plan as well as substantially similar to each other within, respectively, Classes 4, 5 and 6. Further, the Plan is fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code because, notwithstanding the fact that the Rejecting Classes have not accepted the Plan, (i) the treatment provided under the Plan to Class 4 contemplates the possibility of a Distribution depending on the outcome of the liquidation of the Equityholder Litigation Claims, and (ii) no holder of a Claim or Interest that is junior to the Claims in Classes 4 or 5 or junior to the Interests in Class 6 will receive or retain any property on account of such Claim or Interest. Accordingly, the Plan may be confirmed even though section 1129(a) of the Bankruptcy Code is not fully satisfied.

JJ. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these Chapter 11 Cases for each of the Debtors. Accordingly, section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

KK. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The Plan satisfies the requirements of Bankruptcy Code section 1129(d) because it reflects a consensual restructuring and ~~sale~~

~~transaction~~ Sale Transaction negotiated among the Debtors, the Prepetition Term Loan Parties, and the Committee to sell the Debtors' business operations as a going-concern with an improved capital structure and distribute the ~~sale proceeds~~ Sale Proceeds in accordance with the Plan. The principal purpose of the Plan is not, therefore, the avoidance of taxes or avoidance of the requirements of section 5 of the Securities Act of 1933, and there has been no filing by any governmental agency asserting such avoidance.

LL. Small Business Case (11 U.S.C. §1129(e)). None of the Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

MM. Good Cause Exists to Waive the Stay of the Order. Good cause exists for waiving and eliminating any stay of the Confirmation Order pursuant to Bankruptcy Rules 3020, 6004, and 6006 so that the Confirmation Order will be effective immediately upon its entry. Moreover, cause also exists to waive the fourteen-day stay under Bankruptcy Rule 3020(e) based on the absence of unresolved objections of any holder of a Claim or Interest. As a result, no party will likely ~~will~~ be seeking to obtain a stay on implementation of the Confirmation Order pending appeal, and an automatic temporary stay is not needed to protect any appellate rights.

NN. ~~MM.-~~ Burden of Proof and Satisfaction of Confirmation Requirements. Based upon the foregoing, the Debtors, as proponents of the Plan, have met their burden of proving compliance with each element of Bankruptcy Code sections 1125 and 1129(a) and (b) by a preponderance of the evidence.

OO. ~~NN.-~~ Good Faith. The Debtors, the Purchaser, the Committee, the DIP Lenders, and the Prepetition Term Loan Parties, and each of their respective members, employees, officers, directors, agents, advisors, attorneys, and financial advisors, have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code pursuant to sections 363(m), 1125(e), and 1129(a)(3) of the Bankruptcy Code, with respect to the administration of the Plan, the solicitation of acceptances with respect thereto, and the property to be distributed thereunder and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the

~~exculpatory, injunctive~~ exculpation, injunction, and release provisions set forth in the Plan.

PP. ~~QQ.~~ Conduct of the Marketing and Sale Process. ~~The~~ As demonstrated by the Stratton Declaration, the prepetition and postpetition marketing and sale process described in the First Day Declaration and authorized in the Bidding Procedures Order was implemented, conducted, and executed in a good faith manner in accordance with the Bidding Procedures Order. On or about August 22, 2024, the Debtors and the Purchaser entered into an amended and restated Purchase Agreement, which replaced and superseded the Stalking Horse Purchase Agreement. The Amended and Restated Purchase Agreement is the Purchase Agreement. The Purchase Agreement allows for the possibility of a Sale Transaction either by way of asset sale pursuant to section 363 of the Bankruptcy Code or through the Plan by way of Reorganized Equity Sale. The Purchase Agreement and the transactions contemplated thereby were negotiated at arm's length and entered into by the Debtors and the Purchaser in good faith. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser is entitled to the protections afforded a good faith purchaser under section 363(m) of the Bankruptcy Code.

QQ. ~~PP.~~ Consideration for Purchased Assets. The Debtors have adequately marketed the Purchased Assets for sale, and the consideration to be received by the Debtors under the Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offered for the Purchased Assets, and (iii) constitutes reasonably equivalent value and fair and reasonable consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, or possession thereof, and the District of Columbia.

RR. ~~QQ.~~ Liquor Licenses. Alcohol purchases and sales currently are conducted by the Debtors at locations that will continue to be operated by the Reorganized Debtors, the Purchaser or their respective affiliates, as applicable, after the Plan Effective Date (such locations,

collectively, the “Retained Locations”). Such purchases and sales of alcohol are made pursuant to the respective alcoholic beverage licenses governing such purchases and sales at each such Retained Location (collectively, the “Liquor Licenses”). The purchase and sale of alcohol is an important component of the operation of the Retained Locations. This Court finds that it is in the best interests of the Debtors’ Estates and all other parties in interest for alcohol purchases and sales to continue uninterrupted during the transition of operation of the Retained Locations pursuant to the Plan, subject to reasonable, timely and good faith efforts to either transfer existing Liquor Licenses (as well as ~~liquor licenses~~Liquor Licenses associated with closed stores) or apply for new liquor licenses equivalent to the Liquor Licenses that are not subject to transfer.

SS. RR. GUC Trust is Not a Successor to the Debtors. Except with respect to the rights provided to the GUC Trust (including, but not limited to the Equityholder Litigation Claims), the GUC Trust shall not be the successor to the Debtors and their Estates. Except with respect to the rights of the GUC Trust expressly provided for in the Plan (including, but not limited to, the investigation and pursuit of the Equityholder Litigation Claims), the GUC Trust Agreement and this Confirmation Order, (i) the GUC Trust shall not assume, incur or be responsible for any claims or liabilities of the Debtors or any of their affiliates, and (ii) the GUC Trust shall not be, nor deemed to be, ~~successors~~a successor or ~~successors~~successor in interest of the Debtors, nor incur any successor or transferee liability of any kind, nature or character, including, without limitation, in relation to (a) any and all liabilities arising or resulting from or relating to the transactions contemplated by the Plan, ~~(b)~~

(b) any and all Claims, Liens, liabilities, encumbrances, charges and other interests arising from or relating to any conduct, liabilities, or obligations of the Debtors, and (c) any and all Claims, Liens, liabilities, encumbrances, charges and other interests and any and all right, title, and interests related thereto, of governmental entities relating to any tax or similar liabilities.

TT. SS. No Successor Liability for Purchaser or Reorganized Debtors. By consummating

the Sale Transaction (via a Reorganized Equity Sale), neither the Purchaser nor the Reorganized Debtors ~~is~~are a mere continuation of any or all of the Debtors or the Estates, and there is no continuity or identity of ownership, and, with respect to the Wind-Down Debtors and RL Management, no continuity of enterprise. Neither the Purchaser nor the Reorganized Debtors or their respective affiliates are successors to the Debtors or the Estates by reason of any theory of law or equity, and the Sale Transaction (via a Reorganized Equity Sale) does not amount to a consolidation, merger, or *de facto* merger. Neither the Purchaser nor the Reorganized Debtors or their respective affiliates are or should be deemed to be an alter ego, a mere continuation, or substantial continuation of the Debtors or the Estates. Except for the Assumed Liabilities set forth in the Purchase Agreement, neither the Purchaser nor the Reorganized Debtors ~~has~~have agreed to assume or in any way be responsible for any obligation or liability of the Debtors and/or the Estates.

UU. Plan Modifications.

i. Article V.B of the Plan is stricken and replaced with the following:

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Plan Effective Date, constitute the Bankruptcy Court's approval of the assumptions, assignments or rejections, as applicable, of the Executory Contracts and Unexpired Leases under the Plan. Any motion of the Debtors to assume an Executory Contract or Unexpired Lease pending on the Plan Effective Date shall be subject to approval by the Bankruptcy Court by a Final Order.

Notwithstanding anything to the contrary in the Plan, the Debtors and the Reorganized Debtors, as applicable, reserve the right to amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to such list at any time prior to the Plan Effective Date (with respect to Executory Contracts) or the date of entry of the Confirmation Order (with respect to Unexpired Leases), as applicable, unless it is a Post-Confirmation Date Negotiated Lease, as defined in the Confirmation Order, subject to the consent of the Purchaser. The Debtors or the Reorganized Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their

counterparties affected thereby.

ii. Article V.C of the Plan is stricken and replaced with the following:

Unless otherwise provided by a Final Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court shall be released, discharged, and forever barred from assertion, and such Claim shall not be enforceable against the Purchaser, the Debtors, the Reorganized Debtors, the Debtors' Estates, the Wind-Down Debtor(s), or the GUC Trustee, as applicable, or their respective properties (including the Purchased Assets).

iii. Article V.D of the Plan is stricken and replaced with the following:

Pursuant to section 365(b)(1) of the Bankruptcy Code, all monetary and non-monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be fully and completely satisfied by the Purchaser or applicable Debtor(s) party to such Executory Contract or Unexpired Lease by payment of the Cure Amount in Cash on the earlier of (i) the Plan Effective Date, (ii) the consummation of a 363 Asset Sale, if applicable, or (iii) at such time and on such other terms as the parties to such Executory Contracts or Unexpired Leases may agree, with the consent of the Purchaser. In the event of an unresolved dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or Purchaser(s) (as applicable) or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption or assignment, the payment of the Cure Amount shall not be made until such time as the dispute is resolved by a Final Order.

The Debtors served on the applicable counterparties notices of proposed assumption and proposed Cure Amounts pursuant to the terms of the Bidding Procedures. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or Cure Amount must be Filed and served to be actually received by no later than the applicable objection deadline set forth in the Bidding Procedures Order or the Solicitation Procedures Order, as applicable.** Any counterparty to an Executory Contract or Unexpired Lease

designated for assumption that fails to object timely to the proposed assumption, Cure Amount or adequate assurance of future performance shall be deemed to have consented to all of the foregoing.

ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS **THEREFORE** ORDERED, ADJUDGED, AND DECREED THAT:

1. Adequate Information. The Disclosure Statement (i) contains “adequate information” (as such term is defined in section 1125(a)(1)) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (ii) is approved on a final basis.

2. Confirmation. The Plan, as further amended at ECF No. 1124, including all exhibits, and each of the documents comprising the Plan Supplement, each as may be amended, modified or supplemented from time to time prior to or after the date hereof in accordance with, and subject to the approvals and consents set forth in the Plan, and each of which are incorporated by reference into and are an integral part of this Confirmation Order (except for the documents contained in the Plan Supplement), are approved in their entirety and confirmed under section 1129 of the Bankruptcy Code, subject to the modifications set forth herein. The Debtors are authorized to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, and other agreements or documents created in connection with the Plan, including (but not limited to) entry into the agreements contained in the Plan Supplement.

3. Objections. All parties in interest have had a full and fair opportunity to litigate objections to the adequacy of the Disclosure Statement and to contest confirmation of the Plan. All formal and informal objections, responses, statements, and comments in opposition to the Disclosure Statement or Plan, other than those withdrawn in their entirety prior to the Confirmation Hearing or otherwise resolved on the record of the Confirmation Hearing and/or herein, are ~~hereby~~ overruled on the merits for the reasons stated on the record at the

Confirmation Hearing.

4. Omission of Reference to Particular Plan Provisions. The failure to specifically describe or include any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Bankruptcy Court that the Plan, including, without limitation, each of the documents comprising the Plan Supplement, each as may be amended, modified or supplemented from time to time after the date hereof in accordance with, and subject to the approvals and consents set forth in the Plan, be approved and confirmed in its entirety.

5. Plan Documents. The Plan, the Purchase Agreement and any amendments, modifications, and supplements thereto, the other Definitive Documents, and any other documents and agreements provided by the Debtors in support of confirmation of the Plan (including all exhibits and attachments thereto and documents referred to therein) (collectively, the “Plan Documents”), and the execution, delivery, and performance thereof by the Debtors, the

Reorganized Debtors, the Wind-Down Debtors, the Plan Administrator, the Purchaser, the GUC Trust or the GUC Trustee, as the case may be, are authorized and approved when they are finalized, executed and delivered, ~~and are integral to, part of and are incorporated by reference into the Plan.~~ Without further order or authorization of this Court, the Debtors, the GUC Trustee, and the Plan Administrator and their respective successors and agents are authorized and empowered to make all modifications to all Plan Documents that are consistent with the Plan. Execution versions of the documents comprising the Plan Documents shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms.

6. Immediate Binding Effect. Except as otherwise provided in the Plan or this

Confirmation Order, notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Plan Effective Date, the terms of the Plan and the final, executed versions of the Definitive Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the GUC Trustee, the Plan Administrator, the Purchaser, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective affiliates, successors and assigns.

7. Vesting of Assets in the Reorganized Debtors, the Purchaser, the GUC Trust, and the Wind-Down Debtors. Except as otherwise provided in the Plan or this Confirmation Order, on the Plan Effective Date, all property of each Debtor's Estate, including Purchased Assets, shall vest in the Purchaser (or its designee),³⁴ a Reorganized Debtor, or the GUC Trust as applicable, free and clear of all Liens, Claims, Causes of Action, charges and/or other encumbrances, purchase rights, options or rights of first refusal, and specifically: (a) all ~~Wind-Down~~Purchased Assets shall vest in the ~~Wind-Down~~Purchaser and the Reorganized Debtors, as applicable, free and clear of all Liens, Claims, Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal; ~~and (b)~~(b) all Wind-Down Assets shall vest in the Wind-Down Debtors, free and clear of all Liens, Claims,

Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal; and (c) all GUC Trust Assets shall vest in the GUC Trust free and clear of all Liens, Claims, Causes of Action, Interests, charges or other encumbrances, purchase rights, options or

³⁴ For the avoidance of doubt, any reference to the Purchaser shall be deemed to include any of its designees.

rights of first refusal. Notwithstanding anything in the Plan or this Confirmation Order to the contrary, to the extent it is impractical to effect the transfer of property to the Purchaser, the Reorganized Debtor, the GUC Trust, or the Wind-Down Debtors, as the case may be, on the Plan Effective Date, the transfer of such property (including the ~~liquor licenses~~Liquor Licenses currently held by the Debtors) and the pre-transfer operation of the Debtors' shall be governed by the Definitive Documents, including, without limitation, the Purchase Agreement, the transition services agreement entered in connection therewith (the "Transition Services Agreement"), and this Confirmation Order. Except as may be otherwise provided in the

Plan, on and after the Plan Effective Date, the Purchaser (and its designees) and the Reorganized Debtors, as applicable, may own and operate the Purchased Assets and business and may use, acquire or dispose of property without supervision, oversight or approval by the Bankruptcy Court. Likewise, on and after the Plan Effective Date, RL Management may continue to operate its business, including with respect to the performance of services under the Transition Services Agreement, to facilitate Plan administration and as may be necessary to assist the Wind-Down Debtors in connection with the winding up of their remaining affairs. Additionally, the GUC Trustee may institute, litigate, compromise, settle, liquidate, or otherwise monetize or dispose of the Equityholder Litigation Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the GUC Trust Agreement, the Plan, and this Confirmation Order. Without limiting the foregoing, from and after the Plan Effective Date, RL Management, the Wind-Down Debtors, the Purchaser, the Reorganized Debtors, the GUC Trustee on behalf of the GUC Trust, and the Plan Administrator on behalf of RL Management and the Wind-Down Debtors, if any, shall each pay its own reasonable and documented Professionals' fees, disbursements, expenses or related support services (including reasonable and documented fees relating to the preparation of professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court.

8. Maintenance of Bank Accounts. The Plan Administrator, on behalf of RL

Management and the Wind-Down Debtors, shall, pursuant to the Transition Services Agreement, cooperate with the Purchaser and Reorganized Debtors to (i) facilitate the transfer of certain of the Debtors' bank accounts, and (ii) transition the Debtors' cash management system and to account for and turn over all cash receipts generated by the Red Lobster business on and after the Plan Effective Date (in accordance with the Purchase Agreement). The GUC Trustee, on behalf

of the GUC Trust, and the Plan Administrator, on behalf of RL Management and the Wind-Down Debtors, shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the GUC Trustee or the Plan Administrator to enable either to carry out the provisions of the Plan.

9. Free and Clear Transfers. Subject to the terms of the Plan (and Purchase Agreement), to the fullest extent permitted by the Bankruptcy Code, including, without limitation, sections 363, 1123(a)(5), and 1123(b)(4), all right, title and interest of the Debtors' and their respective Estates in and to any and all assets, property, ~~unexpired leases and executory contracts~~ Unexpired Leases and Executory Contracts of every kind and nature to be sold, assigned, transferred or otherwise disposed of under the Plan, including the Purchased Assets, shall be sold, assigned, transferred and disposed of free and clear of any and all Liens, Claims, Causes of Action, Interests, charges or other encumbrances, purchase rights, options, rights of first refusal and other interests of any Person or entity.

10. No Successor Liability for Purchaser or Reorganized Debtors. Neither the Purchaser (or its designees) nor the Reorganized Debtors shall be deemed or considered to (a) be a successor (or other such similarly situated party), or otherwise be deemed a successor to the Debtors or the Estates, including a "successor employer" for purposes of the Internal Revenue Code of 1986, ERISA, or other applicable laws; (b) have any responsibility or liability for any obligations of the Debtors or the Estates, or any affiliate of the Debtors, based on any theory of successor or similar theories of liability; (c) have, *de facto* or otherwise, merged with or into any of the Debtors; (d) be an alter ego or a mere continuation or substantial continuation of any of the Debtors or the Estates (and there is no continuity of enterprise with respect to the Wind-Down Debtors and RL Management), including within the meaning of any foreign, federal, state, or

local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine. Except for the Assumed Liabilities set forth in the Purchase Agreement, neither the Purchaser (~~or including~~ its designees) nor the Reorganized Debtors will assume or in any way be responsible for any obligation or liability of the Debtors and/or the Estates.

11. Corporate Existence. Except as otherwise provided in the Purchase Agreement, the Plan, the Plan Supplement or this Confirmation Order, ~~RL Management~~, the Reorganized Debtors and the Wind- Down Debtors all shall continue to exist after the Plan Effective Date as separate legal entities, with all of the powers of corporations, limited liability companies, memberships and partnerships pursuant to the applicable laws in their states of incorporation or organization, as the case may be, subject to the terms of, and except as otherwise provided in or by, the Plan. The respective limited liability company agreements, articles or certificates of incorporation and by- laws (or other applicable formation documents) in effect prior to the Plan Effective Date for each Debtor shall continue to be in effect after the Plan Effective Date except to the extent amended or modified in connection with the Plan. On or after the Plan Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified in accordance with their terms without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Plan Effective Date, one or more of the Wind-Down Debtors or the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or immediately prior to the Plan Effective Date, the New Organizational Documents shall be adopted automatically by the Reorganized Debtors. To the extent required under the Plan or applicable non-bankruptcy law, the

Reorganized Debtors shall file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation. The New Organizational Documents shall, among other things: (1) authorize the issuance of the New Reorganized Debtor Equity and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities of the Debtors. After the Plan Effective Date, each Reorganized Debtor may amend and restate its limited liability company agreement, certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents.

12. Corporate Action. Except as otherwise provided in the Plan or this Confirmation

Order, each of the Debtors, the Purchaser, the Reorganized Debtors, the Wind-Down Debtors, the Plan Administrator, or the GUC Trustee, as applicable, may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan and the Restructuring Transactions contemplated therein. Other actions necessary to effect the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Debtors or Reorganized Debtors may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan (and Purchase Agreement) and having other terms to which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance or dissolution pursuant to applicable state or provincial law; and (d) all other actions that the applicable Debtors or Reorganized Debtors determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions. If and to the extent necessary, any controlling organization or formation documents or agreements for the Reorganized Debtors shall be deemed amended to authorize the foregoing. Prior to, on, or after the Plan Effective Date (as appropriate), all matters provided for pursuant to the Plan (and Purchase Agreement) that would otherwise require approval of the stockholders, directors, managers or members of any Debtor (as of or prior to the Plan Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Plan Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the stockholders, directors, managers or members of such Debtors, or the need for any approvals, authorizations, actions, or consents of any Person. All matters provided for in the Plan involving the legal or corporate structure of any Debtor or any Reorganized Debtor, as applicable, and any legal or corporate action required by any Debtor or any Reorganized Debtor, as applicable in connection with the Plan, shall be deemed to have occurred and

shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote, or other approval or authorization by the security holders, officers or directors of any Debtor or any Reorganized Debtor, as applicable, or by any other Person. On the Plan Effective Date, the appropriate officers of each Debtor and each Reorganized Debtor, as applicable, are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in the Plan (and the Purchase Agreement) in the name of and on behalf of the Debtor, and each Reorganized Debtor, as applicable, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The secretary, any assistant secretary, director, manager, or managing member of each Debtor and each Reorganized Debtor, as applicable, shall be authorized to certify or attest to any of the foregoing actions.

13. Further Assurances. The Debtors, RL Management, the Wind-Down Debtors, the Reorganized Debtors, as applicable, all holders of Claims and Interests receiving distributions hereunder and all other ~~Entities~~entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or this Confirmation Order. On and after the Plan Effective Date, RL Management, the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the Plan Administrator, and the GUC Trustee shall each use commercially reasonable efforts to effectuate the allocation of assets and liabilities contemplated by the Plan.

14. DIP Facility. As set forth in ~~section~~article II.C of the Plan and except as otherwise provided in the Plan or this Confirmation Order, on the Plan Effective Date, in full satisfaction, settlement, discharge and release of, and in exchange for, such DIP Claims (in an amount outstanding determined as of the Plan Effective Date), all DIP Claims shall be indefeasibly paid and satisfied in full (a) in the event that the Sale Transaction is consummated pursuant to the Purchase Agreement, through a credit bid by the Purchaser of all DIP Claims for the Purchased Assets in accordance with section 363(k) of the Bankruptcy Code, or (b) in the event that the Sale Transaction is consummated through a Reorganized Equity Sale conducted pursuant to the Plan, through the transfer of Purchased Assets, other specified assets, assumption and assignment of specified contracts and leases, assumption of specified liabilities, issuance of equity in the

Reorganized Debtors (except in RL Management) and issuance of Takeback Loans, all in accordance with the Purchase Agreement.

15. Takeback Loans. As contemplated in ~~sections~~article IV.A.2 and II.C of the Plan, and as provided in Exhibit J of the Plan Supplement, this Confirmation Order shall be deemed approval of the form of Takeback Loans and all transactions contemplated thereby, and authorization of all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors (except RL Management) in connection therewith, including, without limitation, the payment of all reasonable and documented fees, indemnities, and expenses provided for therein, and authorization of the Reorganized Debtors to enter into and execute definitive documents in connection with the Takeback Loans and such other documents as may be required to effectuate the treatment afforded by the Takeback Loans (collectively, the "Takeback Loan Documents").

On the Plan Effective Date, the Reorganized Debtors (excluding RL Management) shall be and are authorized to execute and deliver the Takeback Loan Documents and any related documents, and shall be and are authorized to execute, deliver, file, record, and issue any other notes, guarantees, deeds of trust, security agreements, documents (including UCC financing statements), amendments to the foregoing, or agreements in connection therewith, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any entity, subject to any limitations set forth herein or in the Plan. The obligations of the Reorganized Debtors (and any subsidiaries or affiliates that are parties to the Takeback Loans, ~~but not~~excluding RL Management) under the Takeback Loans shall be secured by substantially all of their assets, whether now existing or ~~hereinafter~~hereafter acquired. Notwithstanding the foregoing, the Takeback Loans shall not be secured by the Reorganized Debtors' real property leases (but shall be secured by all proceeds of such leases) solely to the extent that the grant of a lien securing the

Takeback Loans is prohibited or restricted by the terms of such real property lease and applicable nonbankruptcy law to attach to such real property lease. On the Plan Effective Date, all of the Liens and security interests to be granted in accordance with the Takeback Loan Documents (a) shall be deemed to be granted in good faith, for legitimate business purposes, and for reasonably equivalent value, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Takeback Loan Documents, (c) shall be deemed automatically perfected on the Plan Effective Date and have a first priority, subject only to such Liens and security interests as may be permitted under the Takeback Loan Documents, and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non- bankruptcy law. Notwithstanding anything to the contrary herein, nothing in this Confirmation Order shall authorize the Takeback Loan Documents to ~~(i)~~ (i) grant a lien or other security interest in leasehold interests if it would be a default or otherwise prohibited by the underlying lease agreement, (ii) afford the lenders under the Takeback Loans any greater access rights with respect to the Reorganized Debtors' leasehold interests than those access rights ~~held by~~ permitted under (x) applicable nonbankruptcy law including, without limitation, applicable leases, (y) any prepetition or postpetition landlord waivers or consents, or (z) further order of this Court on motion and notice appropriate under the Debtors' circumstances, or ~~(iii)~~ (iii) afford the lenders under the Takeback Loans access rights with respect the Reorganized Debtors' leasehold interests to the extent such access would violate the terms of the applicable real property lease or applicable state law.

16. Section 1145 Exemption. To the extent that any such instruments constitute “securities” under applicable securities laws, the offer and sale of the Takeback Loans and/or the New Reorganized Debtor Equity, and any stock, warrants, options or other equity securities,

shall be effected without registration under Section 5 of the Securities Act, and without registration under any applicable state securities or “blue sky” law, in reliance upon the exemption from such registration requirements afforded by section 1145 of the Bankruptcy Code.

17. Cancellation of Notes, Certificates and Instruments. Except as otherwise set forth in the Purchase Agreement, the Plan or this Confirmation Order, and as set forth in ~~section~~[article](#) IV.A.5 of the Plan, except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, on the Plan Effective Date, all agreements, instruments, Securities and other documents evidencing any prepetition Claim against or Interest in the Debtors and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, the holders of or parties to such cancelled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

18. Release of Liens. Except as otherwise provided in the Purchase Agreement, the Plan, this Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Plan Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, Interests, mortgages, deeds of trust, or other security interests against the property of the Estates shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order,

or rule or the vote, consent, authorization or approval of any entity. Any entity holding such Liens or Interests will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Purchaser (or its designees), Reorganized Debtors or the Wind-Down Debtors, as the case may be, such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors, Wind-Down Debtors, the Purchaser, the Plan Administrator, or the GUC Trustee, as the case may be.

19. Directors, Managers, and Officers. Pursuant to and in accordance with ~~sections~~[articles](#) IV.C.6 and IV.C.8 of the Plan, effective as of the Plan Effective Date, automatically and without further action, the term of each current officer, member of the boards of directors or managers or any managing member of each Debtor, as applicable, shall expire and/or shall be deemed to have resigned, and (a) the New Board and the officers or managers of each of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents, and (b) the Plan Administrator shall be appointed as the sole manager, sole director, sole member, and sole officer of RL Management and the Wind-Down Debtors, [as applicable](#), and shall, in accordance therewith, succeed to the powers of the Debtors' directors, managers, members, and officers. From and after the Plan Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, RL Management and the Wind-Down Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Wind-Down Debtors, the Plan Administrator, the Purchaser, or the Reorganized Debtors, as applicable, to continue the employment of any former member, manager, director, or officer, including pursuant to [the Transition Services Agreement](#) or any ~~transition services or~~ other agreement, in each case, to the extent permitted by applicable law.

20. Plan Administrator. The Plan Administrator shall be appointed, as of the Plan Effective Date, and have all the rights, duties and obligations as set forth in the Plan and the Plan Administrator Agreement, [which is approved in all respects](#). Pursuant to section 1123(b)(3)(B) of

the Bankruptcy Code, the Plan Administrator shall be the representative of the Debtors' Estates with respect to RL Management, the Wind-Down Debtors, and the Wind-Down Assets, and without limiting the foregoing, the Plan Administrator shall (a) cause RL Management to conduct its business consistent with the Plan, Purchase Agreement and Transition Services Agreement; ~~(b)~~

(b) hold, liquidate, invest, supervise, and protect the Wind-Down Assets; (c) effectuate the distributions contemplated by the Plan Administrator under the Plan; (d) object to or settle Disputed Claims against the Debtors (except General Unsecured Claims); (e) prosecute any or all of the Causes of Action retained by the Wind- Down Debtors; (f) pay all reasonable fees, expenses, debts, charges, and liabilities of the Wind- Down Debtors; (g) file tax returns for, pay taxes of, and represent the interests of the Wind-Down Debtors or the Debtors' Estates, as applicable, before any taxing authority in all matters, including any action, suit, proceeding, or audit; (h) File the operating report for the Debtors' Estates for the month in which the Plan Effective Date occurs and all subsequent post-confirmation quarterly reports; (i) take any action necessary to wind down the business and affairs of the Wind-Down Debtors; and (j) file appropriate certificates of dissolution of the Wind-Down Debtors pursuant to applicable state or provincial law. The Plan Administrator shall act for RL Management and the Wind-Down Debtors in the same fiduciary capacity and shall have all of the rights, powers, and obligations as applicable to a board of directors, board of managers, member/manager and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). Notwithstanding any provision in the Plan Administrator Agreement to the contrary, the Plan Administrator shall have no affirmative obligation to bring any litigation claims against any third party and he may do so or forbear from doing so in his discretion. Nothing in this Confirmation Order shall limit

the rights of the Plan Administrator to dissolve the Wind-Down Debtors or merge one or more of them into another, in each instance in accordance with applicable state law. The limitation of liability set forth in section 4.6(b) of the Plan Administrator Agreement shall not apply to claims and liabilities resulting from any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by the parties referred to in such section.

21. GUC Trustee. The GUC Trustee shall be appointed, as of the Plan Effective Date, and have all the rights, duties and obligations as set forth in the Plan and the GUC Trust Agreement, which is approved in all respects. The GUC Trustee shall administer the GUC Trust and the GUC Trust Assets in accordance with this Plan, this Confirmation Order, the GUC Trust Agreement, and the other GUC Trust Documents and shall be responsible for, among other things, making certain Distributions required under this Plan. From and after the Plan Effective Date and continuing through the date of entry of a Final Decree, the GUC Trustee shall: (a) possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to the Chapter 11 Cases and, in connection therewith, shall ~~(i)~~

(i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (ii) be entitled to notice and opportunity for hearing on all such issues, (iii) participate in all matters brought before the Bankruptcy Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court and (b) have the authority to retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate and compensate such personnel and professionals as it deems appropriate in accordance with the Plan, all without prior notice to or approval of the Bankruptcy Court. Professionals and personnel retained or employed by the GUC Trust or the GUC Trustee need not be disinterested as that term is defined in the

Bankruptcy Code, and may include Professionals who had been employed by the Committee or the Debtors. The powers of the GUC Trustee shall include any and all powers and authority necessary or helpful to implement and carry out the provisions of the Plan and any applicable orders of the Bankruptcy Court relating to the GUC Trust Assets. The GUC Trustee shall be the representative of the Debtors' Estates with respect to the GUC Trust Assets appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. Without limiting the foregoing, the GUC Trustee shall (a) hold, liquidate, invest, supervise, and protect the GUC Trust Assets; (b) effectuate the distributions contemplated by the GUC Trustee under the Plan; (c) object to or settle Disputed General Unsecured Claims against the Debtors; (d) investigate, prosecute, resolve, liquidate, or otherwise monetize the Equityholder Litigation Claims, as appropriate; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of the GUC Trust; (f) file tax returns for, pay taxes of (if any), and represent the interests of the GUC Trust before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) take any action necessary to administer the GUC Trust; and (h) file appropriate certificates of dissolution of the GUC Trust, if any, pursuant to applicable state or provincial law. [The exculpation provisions set forth in the GUC Trust Agreement will be the same as the ones in the Plan.](#)

22. Distributions Under the Plan. All Distributions under the Plan shall be made in accordance with Article VI of the Plan and such methods of Distribution are approved in all respects.

23. Disputed Claims. The provisions of Article VII of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are found to be fair and reasonable and are approved. Distributions on account of Disputed Claims shall be made, if at all, in accordance with Article VI of the Plan to the extent any such Disputed Claim becomes Allowed.

24. Treatment is in Full Satisfaction. All Distributions under the Plan shall be made in accordance with the Plan. Except as set forth in the Plan, the treatment afforded to the holder of each Claim and Interest is in full satisfaction of the legal, contractual, and equitable rights (including any liens) that each holder of a Claim or Interest may have in or against the Debtors, the Estates, or their respective property. This treatment supersedes and replaces any agreements or rights those holders may have in or against the Debtors, the Estates, or their respective property.

Settlement, Release, Injunctions and Related Provisions

25. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Plan Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan. Such compromise and settlement is the product of extensive arm's length, good faith negotiations that represent a fair and reasonable compromise of all Claims, Interests, and controversies and entry into which represented a sound exercise of the Debtors' business judgment and the Debtors' assumption of such agreements are approved. Such compromise and settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

26. This Confirmation Order shall constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (a) the good and valuable consideration and substantial contributions provided by the Released Parties; (b) a good faith settlement and compromise of the Claims released by the Third Party Release; (c) in the best interests of the Debtors and all holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for a hearing; (f) a bar to any of the Releasing Parties asserting any Claim released pursuant to the Third Party Release; (g)

supported by the Debtors' sound exercise of business judgment; (h) supported by the Prepetition Term Loan Parties and the Committee; and (i) approved by the Bankruptcy Court pursuant to sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 9019. This Confirmation Order shall approve the releases in the Plan of all contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

~~27. Except as otherwise provided in the Plan or this Confirmation Order, all Persons shall be precluded from asserting against each of the Debtors, the Debtors' respective assets, property and Estates, the Reorganized Debtors, the Purchaser (and its designees), the Wind-Down Debtors, the Plan Administrator, the GUC Trust, the GUC Trust Assets, and the GUC Trustee any other or further Claims, Liens, charges, encumbrances, purchase rights, options, rights of first refusal, or any other obligations, suits, judgments, damages, debts, rights, remedies, Causes of Action, or liabilities of any nature whatsoever, and all Interests or other rights of a holder of an Interest, relating to any of the Debtors, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust, and/or the GUC Trustee or any of their respective assets, property and Estates based upon any act, omission, transaction or other activity of any nature that occurred prior to the Plan Effective Date.~~

27. ~~28.~~ Discharge of Claims and Termination of Interests. Except as otherwise provided in the Plan or this Confirmation Order, upon the Plan Effective Date, the Reorganized Debtors, shall (i) be deemed to have received a discharge under section 1141(d) of the Bankruptcy Code and release from any and all Claims and any other obligations, suits, judgments, damages, debts, rights, remedies, Causes of Action or liabilities, and any Interests or other rights of a holder of ~~an~~any Security or other ownership interest, of any nature whatsoever, including, without limitation, liabilities that arose before the Plan Effective Date (including prior to the Petition Date), and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy

Code, whether or not (a) a Proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, ~~(b)~~ (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code (or is otherwise resolved), or (c) the holder of a Claim based upon such debt voted to accept the Plan; and (ii) terminate and cancel all rights of any Security holder in any of the Debtors and all Interests (including Interests in RL Management, which shall be cancelled and New Reorganized Debtor Equity shall be shall be issued to the Plan Administrator or its designee). Except as expressly provided in the Plan or this Confirmation Order, this Confirmation Order constitutes a judicial determination, as of the Plan Effective Date, of such discharge, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void and extinguish any judgment obtained against any Debtor, or any of their respective assets, property and Estates at any time, to the extent such judgment is related to a discharged Claim, Cause of Action, debt ~~or~~, liability or ~~interest~~ Interest of any kind in any of the Debtors (including any terminated Interest).

28. ~~29.~~ Setoffs and Recoupment. Except as expressly provided in the Plan or this Confirmation Order, each Reorganized Debtor, the Purchaser (or its designees), Wind-Down Debtors, and the GUC Trust, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions or other payments to be made on account of an Allowed Claim any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Purchaser (or its designees), Wind-Down Debtor, or the GUC Trust may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by a Reorganized Debtor, the Purchaser (or its designees), a Wind-Down Debtor, the GUC Trust, or its successor of any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Wind-Down Debtor, or the GUC Trust may have against the applicable claimholder. With respect to any

Executory Contract or Unexpired Lease that has been rejected under the Plan, nothing shall modify the rights, if any, of any counterparty to such Executory Contract or Unexpired Lease to assert any right of setoff or recoupment that such party may have, including but not limited to, the (a) ability, if any, of such parties to setoff or recoup a security deposit held pursuant to the terms of their Unexpired Lease(s) with the Debtors under the Plan, (b) assertion of rights of setoff or recoupment, if any, in connection with Claims reconciliation, or (c) assertion of setoff or recoupment as a defense, if any, to any Claim or action by the Debtors, the Reorganized Debtors, or any successors of the Debtors.

29. ~~30.~~ Settlement, Release, Injunction and Related Provisions. The following releases, injunction, exculpation and related provisions, as set forth in Article VIII of the Plan, are ~~hereby~~ approved and authorized in their entirety, except as otherwise provided in ~~the Plan or~~ this Confirmation Order:

(i) Exculpation. As set forth in ~~section~~article VIII.A.4 of the Plan and except as otherwise provided in ~~the Plan or~~ this Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is ~~hereby~~ exculpated from, any Claims and Causes of Action related to any act or omission occurring between and including the Petition Date and the Plan Effective Date in connection with, relating to, or arising out of: the Debtors' Chapter 11 Cases (including the Filing thereof); the Canadian Proceeding (including the Filing thereof); the formulation, preparation, dissemination, negotiation, Filing, or termination of the Plan, the Disclosure Statement, the Bidding Procedures Order, the DIP Facility, or any contract, instrument, release or other agreement or document created or entered into in connection with the Debtors' Chapter 11 Cases or Canadian Proceeding, whether or not included in the Plan Supplement or constituting a Definitive Document; the Restructuring Transactions contemplated

by the Plan and any prepetition transactions relating to any of the foregoing; the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance and distribution of Securities pursuant to the Plan, or the distribution of property under the Plan; the Purchase Agreement; or any other related act or omission, transaction, event, or other occurrence taking place on or before or in connection with the Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party. The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan in all respects.

(ii) Releases by the Debtors. ~~As~~ Subject to paragraph 31 of this Confirmation Order and as set forth in ~~section~~ article VIII.A.2 of the Plan, and except as otherwise provided in ~~the Plan or~~ this Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is ~~hereby~~ confirmed, on and after the Plan Effective Date, each Released Party is, and is deemed to be, ~~hereby~~ conclusively, absolutely, unconditionally, irrevocably, and forever released by each of the Debtors, their respective Estates, and any Person seeking to exercise the rights of any of the Debtors or their Estates (including any successors to any of the Debtors or their Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the Debtors, their Estates, the Reorganized Debtors or Wind-Down Debtors, as applicable,

or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or that any holder of any Claim against or any Interests in, any of the Debtors could have asserted on behalf of any of the Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operations thereof); any Security of any of the Debtors; the subject matter of, or the transactions or events giving rise to, any Claim, Cause of Action or Interest; the business or contractual arrangements between any Debtor and a Released Party; any of the Debtors' restructuring efforts; any Avoidance Actions held by any of the Debtors or their Estates; any intercompany transactions performed by any of the Debtors; the Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the Debtors therein); the formulation, preparation, dissemination, negotiation, or Filing of the Plan, the Plan Supplement, the DIP Facility, the Disclosure Statement, or the Bidding Procedures Order (and the procedures approved thereby); any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order with respect to the Plan in lieu of such legal opinion) created or entered into in connection with the Plan or the Bidding Procedures Order; the solicitation of votes on the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the implementation of the Plan, including the issuance or distribution of Securities or any other property pursuant to the Plan; or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent

determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date Claims or obligations of any Person under the Plan, the Confirmation Order with respect to the Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or ~~(ii)~~

(ii) the Equityholder Litigation Claims.

(iii) Releases by Holders of Claims Against the Debtors. ~~As~~ Subject to paragraph 31 of this Confirmation Order and as set forth in ~~section~~ article VIII.A.3 of the Plan, and except as otherwise expressly set forth in ~~the Plan or~~ this Confirmation Order, on and after the Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is ~~hereby~~ confirmed, each Released Party is, and is deemed to be, ~~hereby~~ conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non- contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operation thereof); any security of any of the Debtors or any of the Reorganized Debtors; the subject matter of, or the transactions or events giving rise to, any Claim that is treated in the Plan; the business or contractual arrangements between any Debtor and any Released Party; the assertion or enforcement of rights and remedies against any of the Debtors; the Debtors' in- or out-of- court restructuring efforts; any Avoidance Actions held by any of the Debtor(s) or their Estates; intercompany transactions between or

among a Debtor and another Debtor; the Chapter 11 Cases; the Canadian Proceeding; the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; the Filing of the Debtors' Chapter 11 Cases; the Filing of the Canadian Proceeding; the Disclosure Statement, the Plan, the solicitation of votes with respect to the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, the distribution of property under the Plan or any other related agreement, or any cancellation of debt income realized in connection with the Plan; or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the Plan or any other financing document under and as defined therein), (ii) the Equityholder Litigation Claims, or (iii) any post-Plan Effective Date obligations of any Person under the Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Purchase Agreement or any Claim or obligation arising under the Plan. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval,

pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further shall constitute the Bankruptcy Court's finding that the third party release by those creditors or interest holders who vote to accept the Plan is: (I) the good and valuable consideration and substantial contributions provided by the Released Parties; (II) a good faith settlement and compromise of the Claims released by the third party release; (III) in the best interests of the Debtors and all holders of Claims and Interests; (IV) fair, equitable and reasonable; ~~(V)~~ (V) given and made after due notice and opportunity for a hearing; and (IV) a bar to any of the Releasing Parties asserting any Claim released pursuant to the third party release.

(iv) Confirmation Date Injunction. AS SET FORTH IN ~~SECTION~~ARTICLE VIII.D OF THE PLAN AND EXCEPT AS OTHERWISE PROVIDED IN ~~THE PLAN OR~~ THIS CONFIRMATION ORDER, ALL INJUNCTIONS OR STAYS IN EFFECT IN THE CHAPTER 11 CASES PURSUANT TO SECTIONS 105 OR 362 OF THE BANKRUPTCY CODE OR ANY ORDER OF THE BANKRUPTCY COURT IN EFFECT ON THE APPLICABLE CONFIRMATION DATE (EXCLUDING ANY INJUNCTIONS OR STAYS CONTAINED IN THE PLAN OR THE CONFIRMATION ORDER), SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE PLAN EFFECTIVE DATE.

(v) Injunction. AS SET FORTH IN ~~SECTION~~ARTICLE VIII.A.5 OF THE PLAN AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ~~THE PLAN OR~~ THIS CONFIRMATION ORDER WITH RESPECT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD ANY CLAIMS OR CAUSES OF ACTION AGAINST, OR INTERESTS IN, ANY OF THE DEBTORS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO RELEASE OR EXCULPATION HEREUNDER ARE PERMANENTLY ENJOINED, FROM AND AFTER THE PLAN

EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY OF THE DEBTORS, THE PURCHASER (~~AND ITS~~ DESIGNEES INCLUDING ANY ASSIGNEES CONTEMPLATED PURSUANT TO THE PURCHASE AGREEMENT), THE REORGANIZED DEBTORS, THE WIND-DOWN DEBTORS, THE GUC TRUST, THE GUC TRUSTEE, AS APPLICABLE, OR ANY OF THE OTHER EXCULPATED PARTIES OR ANY OF THE RELEASED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE PURCHASED ASSETS OR ANY OF THE EXCULPATED PARTIES OR RELEASED PARTIES ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST; (3) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST THE PURCHASED ASSETS OR ANY OF THE EXCULPATED PARTIES, RELEASED PARTIES OR THEIR PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST; AND (4) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION AGAINST ANY OBLIGATION DUE FROM ANY OF THE EXCULPATED PARTIES, RELEASED PARTIES OR AGAINST THEIR PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH ANY SUCH CLAIM, CAUSE OF ACTION OR INTEREST UNLESS, WITH RESPECT TO SETOFF, SUCH HOLDER HAS (1) FILED A MOTION REQUESTING THE RIGHT TO PERFORM SUCH SETOFF ON OR BEFORE THE PLAN EFFECTIVE DATE OR FILED A PROOF OF CLAIM THAT ASSERTS OR PRESERVES ANY SUCH RIGHT, AND UNTIL SUCH

MOTION HAS BEEN GRANTED OR THE FILED PROOF OF CLAIM IS ALLOWED, OR (II) ASSERTS SUCH RIGHT IN CONNECTION WITH AN UNEXPIRED LEASE OF NON- RESIDENTIAL REAL PROPERTY THAT IS REJECTED UNDER THE PLAN. UPON ENTRY OF THE CONFIRMATION ORDER WITH RESPECT TO THE PLAN, ALL HOLDERS OF CLAIMS AND CAUSES OF ACTION AGAINST, AND INTERESTS IN, ANY OF THE DEBTORS AND THEIR RESPECTIVE RELATED PARTIES SHALL BE ENJOINED FROM TAKING ANY ACTIONS TO INTERFERE WITH THE IMPLEMENTATION OF THE PLAN OR THE SALE TRANSACTION. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THE PLAN OR THIS ORDER SHALL ENJOIN, WAIVE, LIMIT OR IMPAIR THE RIGHT OF SETOFF AND RECOUPMENT IN THE ORDINARY COURSE UNDER THE TERMS OF ASSUMED LEASES OR REQUIRE A LANDLORD TO FILE A MOTION OR OTHER PLEADING TO PRESERVE ANY SUCH RIGHTS.

30. ~~31.~~ Subordinated Claims. Except as expressly provided in the Plan or this Confirmation Order, the allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective treatment thereof under the Plan take into account the relative priority of the Claims in each Class, whether arising under a contract, principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

31. ~~32.~~ Preservation of Causes of Action. As set forth in ~~section~~article IV.A.7 of the Plan and except as otherwise provided in ~~the Plan or~~ this Confirmation Order, in accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or assigned to the Purchaser in the Sale Transaction, the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trust, as applicable, shall retain and

may enforce all rights to commence or pursue any and all Causes of Action of the applicable Debtors' Estates, not otherwise so waived, relinquished, exculpated, released, compromised, settled or assigned (as the case may be), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors', the Wind-Down Debtors', or the GUC Trustee's rights to commence, prosecute, compromise, settle or release such Causes of Action shall be preserved notwithstanding the occurrence of the Plan Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII of the Plan. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, pursuant to section 1123(b) of the Bankruptcy Code, such Cause of Action is preserved for later adjudication, and no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Plan Effective Date. For the avoidance of doubt, any Equityholder Litigation Claims shall be contributed to the GUC Trust by the Debtors in accordance with the Plan. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors or the Wind-Down Debtors, as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized Debtors, the Wind-Down Debtors, and the GUC Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan, including Article VIII of the Plan. The Reorganized Debtors, the Wind-Down Debtors, and the GUC Trustee, as applicable, (i) reserve and shall retain all Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the

Chapter 11 Cases or pursuant to the Plan and (ii) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

Executory Contracts and Leases

32. ~~33.~~ Assumption and Rejection of Executory Contracts and Unexpired Leases. The Executory Contract and Unexpired Lease provisions of Article V of the Plan are approved as modified herein.

33. ~~34.~~ Assumption of Contracts and Leases. As set forth in ~~section~~article V.A. of the Plan and except as otherwise provided in the Purchase Agreement, the Plan or this Confirmation Order, as of the Plan Effective Date, each of the Executory Contracts and Unexpired Leases of the Debtors identified on **Exhibit BA** to this Confirmation Order (the “List of Purchased Contracts”) (as such Executory Contracts and Unexpired Leases may have been modified through and including the Plan Effective Date (with respect to Executory Contracts) or the date of entry of this Order (with respect to Unexpired Leases)), collectively, the “Purchased Contracts”) shall be deemed assumed by the applicable Reorganized Debtor or assumed and assigned to the Purchaser ~~or its designees~~ in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy, unless such executory contract or unexpired lease: (i) is not identified on the List of Purchased Contracts; (ii) has been rejected pursuant to an Order of the Bankruptcy Court entered prior to the Plan Effective Date, or (iii) is ~~a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, or (iv) is~~ identified on the Schedule of Post-~~Effective~~Confirmation Date Negotiated Leases, attached hereto as **Exhibit CB**, as an Unexpired Lease as to which the counterparty has consented in writing to the Debtors’ deferral of their

decision to assume or reject for the pendency of the Post-~~Effective~~ Confirmation Date Lease Negotiation Period (as agreed to between the Debtors and the non-Debtor counterparties to such Post-~~Effective~~Confirmation Date Negotiated Leases). For the purposes of this paragraph, (x) “Post-~~Effective~~Confirmation Date Negotiated Leases” means the schedule of all Unexpired Leases, including any amendments or modifications thereto, as to which the applicable counterparty has consented in writing to the Debtors’¹ deferral of their decision on assumption or rejection during the Post-~~Effective~~Confirmation Date Lease Negotiation Period, as filed with this Court on ~~[●]~~September 4, 2024, and as such schedule may be amended from time to time up to and including the Confirmation Date, and (y) “Post-~~Effective~~Confirmation Date Lease Negotiation Period” means (a) the consented to ~~ninety~~forty-five (9045) day period immediately following the Confirmation Date or (b) any period of less than ~~ninety~~forty-five (9045) days immediately following the Confirmation Date consented to by a counterparty to an Unexpired lease, as ~~applicable~~such period is set forth in Exhibit B, during which time the Debtors shall be entitled to file one or more Lease Rejection Notices with respect to the Unexpired Leases listed on the Schedule of Post-~~Effective~~Confirmation Date Negotiated Leases. ~~Executory Contracts and Unexpired Leases that are not identified on~~For the List~~avoidance of Purchased Contracts, or that are on~~doubt, the ~~Schedule of~~Debtors will continue to timely comply with all obligations arising under the Post-~~Effective~~Confirmation Date Negotiated Leases ~~and are subsequently rejected, shall be deemed rejected on the Plan Effective Date~~during the Post-Confirmation Date Lease Negotiation Period.

34. ~~35.~~ Subject only to payment of the corresponding Cure ~~Amount~~Amounts set forth on Exhibit A to this Confirmation Order, on the Plan Effective Date, each Purchased Contract shall be deemed to be in good standing and free from all defaults. Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory

Contract or Unexpired Lease, entry of this Confirmation Order by the Bankruptcy Court shall constitute approval of ~~such~~ the Cure Amounts set forth on Exhibit A to this Confirmation Order, the assumptions, assumptions and assignments, and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. For the avoidance of doubt, to the extent of a conflict between Exhibit A of this Confirmation Order and an Order of this Court resolving a Cure Objection (such order, a “Cure Order”), the Cure Amount (including any terms and conditions set forth therein) provided in the Cure Order shall control.

35. ~~36.~~ To the extent any provision in any Purchased Contract assumed or assumed and assigned hereunder restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Debtors’ assumption or assumption and assignment, then application of such provision shall be deemed waived such that the transactions contemplated by the Plan shall not entitle the non-debtor counter-party thereto to assert a default or terminate such Purchased Contract or to exercise any other default-related rights with respect thereto. Each Purchased Contract shall revert in and be fully enforceable by the Reorganized Debtors, ~~Purchaser~~ or Purchaser’s ~~designees,~~ as applicable.

36. ~~37.~~ Cure of Defaults for Assumed Executory Contracts and Unexpired Leases. ~~As set forth in section V.D. of the Plan and except~~ Except as otherwise provided in the Plan or this Confirmation Order, any monetary ~~amounts by which~~ and non-monetary defaults arising under or in connection with any Purchased Contract ~~to be assumed hereunder is in default~~ shall be fully and completely satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors by payment of the Cure Amount in Cash on the earlier of (i) the Plan Effective Date or (ii) the consummation of a 363 Asset Sale, if applicable, or (iii) on such other terms as the parties to such ~~Purchased Contract may~~ Executory Contracts or Unexpired Leases agree, ~~in writing,~~ with the consent of the Purchaser. ~~Pursuant to In~~

the event of an unresolved dispute regarding (1) the amount of any Cure Amount, (2) the ability of the Reorganized Debtors or Purchaser(s) (as applicable) or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code section 365), or (k3), and notwithstanding anything to the contrary in the Plan, the Debtors any other matter pertaining to assumption, the payment of the Cure Amount shall ~~have no further liability~~ not be required until such time as the dispute is resolved by a Final Order.

37. Subject to the terms of Paragraph 38 below with respect to ~~any~~ Purchased ~~Contract~~ Contracts that ~~has been assumed and assigned under this Plan following payment of the requisite Cure Amount Assumption (or assumption and assignment, as applicable) of a Purchased Contract pursuant to the Plan shall~~ are Unexpired Leases of non-residential real property, upon payment of the Cure Amount in Cash, if applicable, ~~result in the full release and satisfaction of~~ any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the assignment, change in control ~~or ownership interest composition or other~~, bankruptcy ~~related~~, or other defaults, ~~arising~~ under such Purchased Contract ~~at any time prior to the effective date of assumption~~ shall be fully and completely satisfied through and including the Plan Effective Date and the counterparty to the applicable Assumed Executory Contract or Unexpired Lease shall be forever barred, estopped, and enjoined from asserting any Claim on account of such default by, and such Claim shall not be enforceable against, the Debtors, their Estates, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust or the GUC Trustee, or any of their respective property, successors or assigns, and such Claims shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as

otherwise provided in the Plan. All such Claims will, as of the Plan Effective Date, be subject to the permanent injunction set forth in Article VIII of the Plan. Any Proofs of Claim Filed with respect to a Purchased Contract that has been assumed or assumed and assigned shall not be ~~deemed Disallowed and expunged, without further notice~~ Allowed for Distribution purposes pursuant to the Plan, unless the Claims Objection Bar Date passes without an objection or other proceeding to or action disallow, order, or approval of the Bankruptcy Court otherwise eliminate or reduce, such Claim having been initiated.

38. With respect to any Purchased Contract that is an Unexpired Lease of non-residential real property, the Debtors (or, if after the Plan Effective Date, the applicable Reorganized Debtor, ~~Purchaser~~ or Purchaser's ~~designee~~) shall remain liable for all obligations arising under the Unexpired Leases that were not otherwise required to be asserted as a cure cost, including: (a) for amounts owed or accruing under such Unexpired Lease that are unbilled and or not yet due as of the applicable cure objection deadline (the "Cure Objection Deadline") or the Plan Effective Date regardless of when such amounts or obligations accrued, on account of common area maintenance, insurance, taxes, and similar charges; (b) any regular or periodic adjustment or reconciliation of charges under such Unexpired Lease that are not due and have not been determined as of the applicable Cure Objection Deadline; (c) any percentage of rent that is not yet due under such Unexpired Lease as of the Plan Effective Date; (d) obligations arising after the Plan Effective Date under such Unexpired Lease; and (e) any obligations to indemnify the non-Debtor counterparty under such Unexpired Lease for any claims of third parties pursuant to the terms of the Unexpired Lease, which were not known, asserted, or liquidated by the time of the applicable Cure Objection Deadline. Notwithstanding anything to the contrary in the Plan, this Confirmation Order, or the Amended Cure Notice, in the event that prior to the Plan Effective Date, a Debtor entered into any written settlement or lease amendment (a "Landlord Agreement"), then the affected Purchased

Contract shall be governed and determined by the terms and conditions of the applicable Landlord Agreement.

39. Nothing in the Plan or the Confirmation Order shall modify the rights, if any, of landlords with Claims arising under unexpired real property leases, including for damage to the leased premises or personal injuries lawsuits, to seek payment from non-debtor third party guarantors, insurance companies or the proceeds of insurance policies, if any.

40. Rejection of Executory Contracts or Unexpired Leases. This Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejection of those Executory Contracts and Unexpired Leases that: (i) are not identified on the List of Purchased Contracts, ~~and any amendments thereto as of the Plan Effective Date;~~ (ii) have been rejected pursuant to an Order of the Bankruptcy Court entered prior to the Plan Effective Date; or (iii) are not identified on the Schedule of Post-Confirmation Date Negotiated Leases.

41. With respect to Post-Confirmation Date Negotiated Leases, the parties are currently working to memorialize lease modifications, the terms of which have been agreed upon in principle. Upon execution of mutually acceptable lease modifications, each such Post-Confirmation Date Negotiated Lease shall be deemed a Purchase Contract. A failure to timely execute a lease modification on or before the end of the Post-Confirmation Date Lease Negotiation Period will result in deemed rejection of such Post-Confirmation Date Negotiated Lease unless the period is extended with the prior written consent of the applicable landlord and Purchaser.

42. Notwithstanding anything to the contrary provided in the Plan, this Confirmation Order, or any Definitive Document, if the Plan Effective Date does not occur on a Business Day,

any payment that is required to be made by the Debtors, the Reorganized Debtors, the Wind-Down Debtors, the Purchaser, the Plan Administrator, or the GUC Trustee, as the case may be, on the Plan Effective Date shall be considered timely made if it is made on or before the next Business Day following the Plan Effective Date.

43. ~~41.~~ **All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date. The Debtors shall provide notice of such rejection and specify the appropriate deadline for the filing of such Proof of Claim. The deadline for filing a Proof of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to a prior order of the Bankruptcy Court shall be as set forth in such order. Each Claim arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim subject to any applicable limitation or defense under the Bankruptcy Code and applicable law. Any entity that is required to File a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to do so shall be forever barred, estopped, and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, their Estates, the Reorganized Debtors, the Purchaser, the Wind- Down Debtors, the Plan Administrator, the GUC Trust or the GUC Trustee, or any of their respective property, successors or assigns, and such Claims shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Plan Effective Date, be subject to the permanent injunction set forth in Article VIII of the Plan. If such Claim is untimely Filed, it shall not be Allowed**

for distribution purposes pursuant to the Plan, unless the Claims Objection Bar Date passes without an objection or other proceeding to disallow, or otherwise eliminate or reduce, such Claim having been initiated.

44. ~~42.~~ Abandoned Property. The Debtors are authorized but not directed, at any time on or before the effective date of such rejection (the “Rejection Date”), to remove or abandon any of the Debtors’ personal property that may be located on the Debtors’ leased premises that are subject to an Unexpired Lease that is rejected. For the avoidance of doubt, any and all property located on the Debtors’ leased premises on the Rejection Date shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. Notwithstanding anything herein to the contrary, landlords may, without further notice or order of this Bankruptcy Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition.

45. ~~43.~~ Workers’ Compensation. As set forth in ~~section~~ article IV.A.3(e) of the Plan and except as otherwise provided in the Plan or this Confirmation Order, as of the Plan Effective Date, the applicable Debtor, Reorganized Debtor, or Wind-Down Debtor, as the case may be, shall continue to honor its obligations under: (a) all applicable workers’ compensation laws in states in which the applicable Debtor, Reorganized Debtor, or Wind-Down Debtor, operates; and (b) the Debtors’ written contracts, agreements, agreements of indemnity, self-insurer workers’ compensation bonds, and any other policies, programs, and plans regarding or relating to workers’ compensation and workers’ compensation insurance. All such contracts and agreements are treated as Executory Contracts under the Plan and, unless rejected pursuant to Article V of

the Plan, on the Plan Effective Date shall be assumed and assigned to the applicable Reorganized Debtor, Purchaser or Purchaser designee(s), pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan shall not impair or otherwise modify any rights of the Debtor, Reorganized Debtor, Purchaser, Wind-Down Debtor, or Plan Administrator (as applicable) under any such contracts, agreements, policies, programs or plans regarding or relating to workers' compensation or workers' compensation insurance.

46. ~~44.~~ Return of Deposits. ~~All~~ Notwithstanding any state or local law to the contrary, all utilities and other Persons or ~~Entities~~entities who received a Cash deposit or other form of "adequate assurance" of performance pursuant to section 366 of the Bankruptcy Code prior to or during the Chapter 11 Cases (collectively, the "Deposits"), whether pursuant to the *Order Conditionally Granting Debtors' Emergency Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105(a) and 366(b) and Local Rule 2081-1(g)(7): (I) Prohibiting Utilities from Altering, Refusing, or Discontinuing Services, (II) Deeming Utilities Adequately Assured of Future Performance, (III) Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief* [~~Docket~~ECF No. 139] (the "Utilities Order") or otherwise, including, gas, electric, telephone, data, cable, trash, water and sewer services, are directed to return such Deposits, to the extent not already applied to prepetition or postpetition invoices, as applicable, to the Reorganized Debtors or, on behalf of RL Management, the Purchaser, as applicable, within thirty (30) days following the Plan Effective Date or as otherwise agreed in writing. Additionally, upon expiration of the 30-day period in the immediately preceding sentence for return of unapplied Deposits (by setoff or Cash payment), the Debtors, Reorganized Debtors, Wind-Down Debtors, Purchaser, or Plan Administrator, as applicable, are ~~hereby~~ authorized to close the Adequate Assurance Account (as defined in the Utilities Order) and utilize such funds in the operation of their businesses thirty (30) days following the Plan

Effective Date.

47. Insurance Policies. Notwithstanding anything to the contrary in this Confirmation Order, the Plan (including, without limitation, Article IV.A.3 of the Plan), the Disclosure Statement, the Plan Supplement, the Bidding Procedures Motion, the Purchase Agreement, any other Definitive Document, any other order of the Court, and/or any document related to any of the foregoing (other than the Zurich Agreement (as defined below)) or any other order of the Bankruptcy Court, and subject to (x) the execution of the Zurich Agreement, and (y) the occurrence of the Agreement Effective Date (as defined in the Zurich Agreement):

- a. that certain form of Assumption and Assignment Agreement, by and among RL Management, on behalf of itself and its affiliated insureds, the Purchaser, and Zurich (the "Zurich Agreement"), a copy of which is attached to this Confirmation Order as Exhibit C, is hereby approved and, effective as of the Closing Date (as defined in the Purchase Agreement), the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall assign the Zurich Insurance Program to the Purchaser and to enter into the Zurich Agreement with respect to such assignment;
- b. effective upon the assignment of the Zurich Insurance Program and as more fully set forth in the Zurich Agreement:
 - i. the Purchaser assumes and shall be liable for any and all now existing or hereafter arising duties, terms, provisions, covenants, responsibilities, monetary and non-monetary obligations of any of the Debtors and the Reorganized Debtors, as applicable, under the Zurich Insurance Program, including, without limitation, any and all liabilities and obligations to pay or reimburse losses, defenses costs, expenses, and/or other amounts within any applicable deductibles and/or self-insured retentions, provide

collateral and/or security as required by Zurich, pay premiums to Zurich, and pay service fees and/or other amounts to any applicable third party administrator;

- ii. the rights and interests of the Debtors and the Reorganized Debtors, as applicable, in the Zurich Insurance Program shall be transferred and assigned to the Purchaser, and all right, title and interest of the Debtors and the Reorganized Debtors, as applicable, in the Zurich Insurance Program shall at the same time terminate; provided, however, that the Purchaser shall not be entitled to coverage under the Zurich Insurance Program for claims against or by the Purchaser where the date of loss preceded the Closing Date (as defined in the Zurich Agreement) (or as to claims-made policies, for claims made on or before the Closing Date); provided, further, that the Debtors (or the Reorganized Debtors, as applicable) shall remain entitled to the coverage, if any, to which they were entitled under the Zurich Insurance Program for claims against or by the Debtors (or the Reorganized Debtors, as applicable) where the date of loss preceded the Closing Date (or as to claims-made policies, for claims made prior to the Closing Date);
- iii. the right, if any, to any return premiums, loss payments, expense adjustments, return of loss funds, and other benefits previously available to the Debtors (or the Reorganized Debtors, as applicable) under the Zurich Insurance Program Contracts shall belong exclusively to the Purchaser and not to the Debtors (or the Reorganized Debtors, as applicable);
- iv. the Debtors and the Reorganized Debtors, as applicable, convey, transfer,

and assign to the Purchaser and the Purchaser accepts and assumes, subject to the continuing security interests and liens of Zurich, all of the rights, claims, title, and interest, including, without limitation, any residual or contingent interest, of the Debtors and the Reorganized Debtors, as applicable, in, to, under, in connection with or relating to the Transferred Collateral (as defined in the Zurich Agreement), the Debtors and the Reorganized Debtors, as applicable, hereby waive and release, and shall not have, any right, claim, title, or interest, including, without limitation, any residual or contingent interest, in, to, under, in connection with or relating to the Transferred Collateral, and the Transferred Collateral shall be deemed to have been provided by and/or on behalf of the Purchaser to Zurich, provided, that the Draw Funds (as defined in the Zurich Agreement) are not and shall not be deemed to be property of any and all of respective bankruptcy estates of any of the Debtors, the Reorganized Debtors, and/or the Purchaser that exist, or that may exist, now, hereafter, or at any time; provided, further, that any and all of the Purchaser's reversionary interest, in, to, under, in connection with or relating to the Transferred Collateral is preserved;

- v. the Debtors and the Reorganized Debtors, as applicable, jointly and severally, on behalf of themselves, their bankruptcy estates and all parties claiming by, through or under each of them and each of their respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively, and including any chapter 7 trustee appointed pursuant to the Bankruptcy

Code, the “Debtors Entities”) and the Purchaser, jointly and severally, on behalf of itself and all parties claiming by, through or under it and its respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively and together with the Debtor Entities, the “Zurich Releasers”) hereby waive, release, acquit and forever discharge Zurich and each of its respective agents, employees, representatives, officers, attorneys, shareholders, directors, parents, subsidiary corporations, affiliates, successors, assigns, trustees and predecessors in interest (collectively, the “Zurich Releasees”) from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys’ fees, arising under any statute, federal, state, or local regulation, ordinance or common law, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, which exist or may exist that the Zurich Releasers may have against any or all of the Zurich Releasees from the beginning of time through the Effective Date (as defined in the Zurich Agreement), arising out of or in any way related to the Zurich Insurance Program (including, but not limited to, any and all of such pursuant to §§ 362, 363, 364, 365, 542, 544, 547, 548, 549, and 550 of the Bankruptcy Code); provided, however, that the foregoing release shall not apply to (i)

Zurich's obligations under, in connection with or relating to the Zurich Insurance Program; and (ii) the obligations expressly contained in the Zurich Agreement; and

- c. except to the extent specifically addressed in this paragraph or in the Zurich Agreement (once effective in accordance with its terms), nothing shall amend, modify or otherwise alter the terms and conditions of the Zurich Insurance Program; provided, however, for the avoidance of doubt, any discharge and/or release granted to the Debtors or any of their successors pursuant to the Plan, this Confirmation Order, any order granting the Bidding Procedures Motion, and/or the Bankruptcy Code shall not prohibit any third-party claimants with claims against any of the Debtors or the Reorganized Debtors from seeking relief from the injunctions set forth in Article VIII.A of the Plan from the Bankruptcy Court to proceed with their claims nominally against any of the Debtors or the Reorganized Debtors in the appropriate judicial or administrative forum to recover under the Zurich Insurance Program including, without limitation, with respect to any deductibles or self-insured retentions in accordance with the terms and conditions of the Zurich Insurance Program and applicable non-bankruptcy law. The Debtors, Reorganized Debtors, the Purchaser, and Zurich reserve any and all rights to oppose, respond, and/or reply to such requests for relief and any oppositions thereto.

Bar Dates, Fees and Expenses

48. ~~45.~~ Administrative Expense Claims Bar Date. Other than holders of (a) DIP Claims, ~~(b)~~ (b) Professional Fee Claims, (c) Administrative Expense Claims Allowed by an order of the Bankruptcy Court on or before the Plan Effective Date, or (d) Administrative Expense Claims

that ~~are not Disputed and~~ arose in the ordinary course of business ~~and were paid or are to be paid in accordance with the terms and conditions of the particular transaction giving rise to such Administrative Expense Claim~~ under assumed Unexpired Leases or Executory Contracts, holders of any Administrative Expense Claim must File and serve a request for allowance and payment of such Administrative Expense Claim by no later than the Administrative Expense Claims Bar Date, which shall be thirty (30) days after the Plan Effective Date. Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable, or their respective property, and such Administrative Expense Claims shall be deemed discharged as of the Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court.

49. ~~46.~~ Professional Fee Claims. As set forth in ~~section~~ article II.B. of the Plan and except as otherwise provided in the Plan or this Confirmation Order, the Professional Fee Escrow Account shall be maintained in trust solely for the Professionals in respect of Allowed Professional Fee Claims until all Allowed Professional Fee Claims have been paid in full, and the funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors' Estates; provided, that when all Allowed Professional Fee Claims have been paid in full, any funds remaining in the Professional Fee Reserve shall be disbursed to the Purchaser. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held therein. From and after the Confirmation Date until the Plan Effective Date, the Debtors, without the necessity for any approval by the Bankruptcy Court, shall pay the reasonable fees and necessary and documented expenses of the Professionals during such period, up to the amount in the

Professional Fee Escrow Amount. Upon the Plan Effective Date, the Reorganized Debtors, RL Management, the Plan Administrator, and the GUC Trustee, as applicable, may each employ and compensate any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

50. ~~47. Statutory Fees. As set forth in section XII.C of the Plan and except as otherwise provided in the Plan or this Confirmation Order, all statutory fees payable under 28 U.S.C. § 1930(a) shall be paid by the Debtors as such fees become due (without the necessity of the United States Trustee filing a proof of claim or obtaining a~~ Each Reorganized Debtor and Wind-Down Debtor shall remain

obligated to pay its respective UST Fees to the U.S. Trustee until the earliest of such Reorganized Debtor's or Wind-Down Debtor's particular chapter 11 bankruptcy case is closed, dismissed or converted to a case under chapter 7 of the Bankruptcy ~~Court order allowing such amounts)~~ Code. After the Plan Effective Date, the Plan Administrator for and on behalf of each Reorganized Debtor and ~~the~~ Wind-Down ~~Debtors~~ Debtor, shall File with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. ~~The~~ On the Plan Effective Date, the Purchaser shall remit to the Plan Administrator sufficient funding to pay all statutory fees that are anticipated to be payable under 28 U.S.C. § 1930(a)(6) for the period from July 1, 2024 through September 30, 2024, which the Plan Administrator shall use to satisfy such fees. On or before the date that such fees become due, the Purchaser shall further remit to the Plan Administrator, ~~for and sufficient funding to pay all UST Fees on behalf~~ account of ~~each and every one of the Wind-Down Debtors and the Reorganized Debtors, shall remain obligated to pay Quarterly Fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code. From and after the Plan Effective Date, neither the Purchaser (or its designees) nor the Reorganized Debtors shall be liable for or obligated to pay any statutory fees or other amounts to the United States Trustee. All such fees shall be payable by the Plan Administrator from the Plan Funding Amount or Wind Down~~

Amount for the period from October 1, 2024 through December 31, 2024, which the Plan Administrator shall use to satisfy such fees. All UST Fees on account of any Reorganized Debtor (excluding RL Management) for periods after December 31, 2024, shall be payable first from the remaining amount (if any) of the Plan Funding Amount held by the Plan Administrator, and then by the applicable Reorganized Debtor. All UST Fees on account of any Wind-Down Debtor or RL Management for periods after December 31, 2024, shall be payable from the Wind-Down Amount. Notwithstanding anything in the GUC Trust Agreement or Plan Administrator Agreement to the contrary, each Debtor, Reorganized Debtor, and Wind-Down Debtor, as applicable, shall have full discretion as to when to seek to close, dismiss, or convert its chapter 11 bankruptcy case; *provided, however*, that the last remaining Wind-Down Debtor with an open chapter 11 bankruptcy case shall not close such case without prior written consent of the GUC Trustee. The GUC Trust shall indemnify and reimburse the Reorganized Debtors and the Wind-Down Debtors, as applicable, for any statutory fees paid by such Reorganized Debtor or Wind-Down Debtor pursuant to 28 U.S.C. § 1930(a) that accrued for a period for which such Reorganized Debtor's or Wind-Down Debtor's chapter 11 bankruptcy case remained open due to the failure by the GUC Trustee to, upon written request, provide written consent to the closure of such chapter 11 bankruptcy case of such Reorganized Debtor or Wind-Down Debtor, as applicable. The U.S. Trustee shall not be required to File any Administrative Expense Claim in ~~the case,~~ these Chapter 11 Cases and shall not be treated as providing any release under the Plan. Notwithstanding any term or provision in the Plan, the Plan Supplement, or this Confirmation Order, the Court retains jurisdiction over, and the U.S. Trustee and the GUC Trust each reserves all of their respective rights concerning, any and all disputes and issues that may arise relating to UST Fees on (and reporting obligations relating to) disbursements of any GUC Trust Assets and GUC Litigation Proceeds. Either the U.S. Trustee or the GUC Trust may seek appropriate relief from the Court in the event disputes or issues arise relating to UST Fees on (or reporting

[obligations relating to\) disbursements of GUC Trust Assets and GUC Litigation Proceeds.](#)

51. ~~48.~~ Exemption from Certain Transfer Taxes and Recording Fees. As set forth in [article section](#) IV.A.4 of the Plan and except as otherwise provided in the Plan or this Confirmation Order, to the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfer of property (whether from a Debtor to a Reorganized Debtor, the Purchaser, the GUC Trust, or to any other Person) under, in furtherance of, or in connection with the Plan, including pursuant to any Sale Transaction or (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors, the Reorganized Debtors, or the GUC Trust, including the New Reorganized Debtor Equity and Takeback Loans, if applicable, (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any tax or governmental assessment under any law imposing a document recording tax, stamp tax, conveyance tax, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee regulatory filing or recording fee, sales and use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment against the Debtors and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or

any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax, recordation fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

Miscellaneous and Other Provisions

52. ~~49.~~ Transfer of Liquor Licenses. To the extent any license or permit necessary for the operation of any of the Retained Locations (including, without limitation, any Liquor Licenses necessary for the purchase or sale of alcohol at any of the Retained Locations) is not immediately assumable or assignable, the Reorganized Debtors or the Purchaser, as applicable, shall be permitted to operate the Retained Locations under the Liquor Licenses and other related permits, and shall be permitted to purchase and sell alcohol under such Liquor Licenses and related permits until such time that (i) said Liquor Licenses and permits are transferred to the Reorganized Debtors, the Purchaser, or any of their respective affiliates, as applicable, or (ii) the Reorganized Debtors, the Purchaser, or any of their respective affiliates, as applicable, obtain replacement licenses and permits.

53. ~~50.~~ Pursuant to this Confirmation Order, the Reorganized Debtors, the Purchaser, or their respective affiliates, directors and officers, as applicable, shall make reasonable efforts to apply for and obtain any such Liquor License or permit promptly after the Plan Effective Date and, prior to and after the Plan Effective Date, the Debtors, the Wind-Down Debtors, the Plan Administrator, and the applicable directors and officers shall cooperate reasonably in those efforts. All existing Liquor Licenses or permits shall remain in place for the benefit of the

Reorganized Debtors, the Purchaser, and their respective affiliates, as applicable, until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable Law. Similarly, ~~liquor licenses~~[Liquor Licenses](#) held by any of the Debtors prior to the Plan Effective Date associated with any closed store locations shall remain in place for the benefit of the Purchaser (and its designees), the Reorganized Debtors and the Wind-Down Debtors, and their respective affiliates, as applicable, until sold, and the Reorganized Debtors, the Purchaser (and its designees), the Plan Administrator, and the Wind-Down Debtors and their respective affiliates, as applicable, shall use reasonable efforts to sell such ~~liquor licenses~~[Liquor Licenses](#) in an expeditious but commercially reasonable manner.

54. ~~51.~~ With regard to the purchase and sale of alcohol at the Retained Locations, pursuant to the Plan, the Debtors and all other parties in interest (including without limitation, each governmental and regulatory agency with jurisdiction over the Retained Locations) shall cooperate fully with and support the Reorganized Debtors, the Purchaser, ~~RL Management~~, the Plan Administrator, and their respective agents and affiliates, as applicable, in executing such applications and furnishing such documents as are necessary for the Reorganized Debtors, the Purchaser, ~~RL Management~~, the Plan Administrator, or their respective agents and affiliates, as applicable, to obtain, in the applicable name, a temporary new alcohol beverage license or transferred Liquor License. Moreover, each of the governmental and regulatory agencies with jurisdiction over the Retained Locations (including without limitation, law enforcement and regulatory agencies), shall not (except to the extent that those governmental and regulatory agencies are exercising their police powers under applicable law) interrupt the operations conducted at the Retained Locations, including the purchase and sale of alcohol by the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, without first obtaining relief from this Court. The Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, may continue to operate at the Retained Locations under existing ABC

Licenses, state food service licenses, local occupational licenses, and any other licenses or permits needed to operate at the Retained Locations, with no interruption of the business conducted at the premises, until the ABC Licenses and other licenses and permits have been transferred to the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, or new alcohol beverage licenses and other licenses and permits have been issued to the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable.

55. ~~52.~~ This Confirmation Order stays, and orders the maintenance of, all licenses and permits, including Liquor Licenses and other related permits, of the Debtors, and does not in any way void or cancel same.

56. ~~53.~~ To the maximum extent permitted by the Bankruptcy Code, no Governmental Unit may revoke or suspend any permit or license, including, but not limited to, Liquor Licenses and other related permits, relating to the operation of the Retained Locations on account of the filing or pendency of the Debtors' cases or the consummation of the Plan. This Court shall retain exclusive jurisdiction over any action to revoke or suspend any permit or license, including, but not limited to, Liquor Licenses and other related permits, relating to the operation of the Retained Locations on account of the filing or pendency of the Debtors' cases or the consummation of the Plan to the extent such revocation or suspension would otherwise constitute a violation of the discharge or injunction provisions provided for in the Plan and Confirmation Order or any other Order of this Court.

57. ~~54.~~ The transfer of alcohol inventory, as contemplated under the Plan, shall be governed by the Purchase Agreement and the Transition Services Agreement and shall occur upon the earliest of (a) where allowed by applicable Law, the Plan Effective Date; (b) where required by applicable Law, receipt by the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, of authorization from the applicable Governmental Unit or (c) receipt by the Reorganized Debtors, the Purchaser, or their respective affiliates, as applicable, of

the applicable Liquor License.

58. ~~55.~~ Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan, the other Plan Documents, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan Documents and any amendments or modifications thereto.

59. ~~56.~~ Notice of Effective Date. As soon as practicable, but not later than three (3) Business Days following the Plan Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

60. ~~57.~~ Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Plan Effective Date shall, to the fullest extent set forth in the Plan, retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases, including the matters set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code; *provided, however,* nothing in this Order or the Definitive Documents shall prevent the GUC Trustee, in its discretion, from instituting, initiating, litigating, prosecuting, or pursuing the Equityholder Litigation Claims in any court that has jurisdiction over such Equityholder Litigation Claims.

61. ~~58.~~ Modification of Plan. As set forth in ~~section~~article X.A of the Plan and except as otherwise provided in the Plan or this Confirmation Order, effective as of the date hereof and subject to the limitations and rights contained in the Plan, the Debtors reserve the right, with the prior written consent of the Prepetition Term Loan Agent and the Committee, to (1) modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and (2) subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on

modifications set forth in the Plan), to alter, amend or modify the Plan with respect to any Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. In accordance with, and to the extent provided by, section 1127 of the Bankruptcy Code, a holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

62. ~~59.~~ Reversal. If any of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by a subsequent order of the Bankruptcy Court or any other court of competent jurisdiction, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written notice of such order by the Debtors. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, all documents relating to the Plan and any amendments or modifications to any of the foregoing.

63. ~~60.~~ Conflicts Between Confirmation Order and Plan. The provisions of the Plan and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purpose of each; *provided, however*, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any provision of this Confirmation Order shall be deemed a modification

of the Plan and shall control and take precedence. The provisions of this Confirmation Order are integrated with each other and are non-severable and mutually dependent.

64. ~~61.~~ Final Order; Waiver of Stay. This Confirmation Order is a ~~final order~~ Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Any stay of this Confirmation Order provided by any Bankruptcy Rule (including Bankruptcy Rule 3020(e)) is ~~hereby~~ waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by this Court.

65. ~~62.~~ Failure to Consummate Plan and Substantial Consummation. If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; ~~(2)~~ (2) prejudice in any manner the rights of each applicable Debtor, any holder of Claims or Interests, or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holder of Claims or Interests, or any other Person in any respect.

66. ~~63.~~ Dissolution of the Committee. On the Plan Effective Date, the Committee shall be automatically dissolved and all of its members, Professionals, and agents shall be deemed released of their duties, responsibilities, and obligations, and shall be without further duties, responsibilities, and authority in connection with the Debtors, the Chapter 11 Cases, the Plan, or its implementation.

67. ~~64.~~ Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142 of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the Plan Documents, the Definitive Documents, and any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

68. ~~65.~~ Headings. Headings utilized herein are for convenience and reference only, and shall not constitute a part of the Plan or this Confirmation Order for any other purpose.

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69. Optium Fund 4, LLC (“Optium”) reserves its right to assert that the Debtors and Reorganized Debtors no longer own certain claims and causes of action purportedly sold and assigned by Darden Corporation and affiliated entities, including their predecessors (collectively, “Darden”), to Optium pursuant to that certain *Claim Purchase Agreement* dated as of December 15, 2020, which relate to multidistrict litigation styled as *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.*, Case No. 1:05-md-01720-MKB-VMS (E.D.N.Y.). Likewise, all rights of the Debtors, the Reorganized Debtors, the Purchaser, the Wind-Down Debtors, the Plan Administrator, the GUC Trust, and the GUC Trustee in connection with those claims and causes of action are reserved.

70. Nothing in the Plan, this Confirmation Order, or any sale orders entered with respect to the disposition of any tangible personal property located in Texas (the “Texas Property”) shall relieve any obligation to pay the 2024 ad valorem taxes owed to the Texas Taxing Authorities⁵ in the ordinary course of business prior to the state law delinquency date. The Plan

⁵ The Texas Taxing Authorities include all taxing authorities represented by Linebarger Goggan Blair & Sampson, Perdue Brandon Fielder Collins & Mott, and McCreary Veselka Bragg & Allen including but not limited to: Angelina County, Bexar County, Cameron County, Cypress-Fairbanks Independent School District, Dallas County, Ector CAD, City of El Paso, Fort Bend County, City of Frisco, Grayson County, Greenville Independent School District, Gregg County, Harris County Emergency Service District #11, Harris County Emergency Service District #28, Hidalgo County, City of Houston (where represented by Linebarger Goggan Blair & Sampson), Houston Community College System, City of Humble, Irving Independent School District, Lewisville Independent School District, Lone Star College System, City of McAllen, McLennan County, Montgomery County, Nueces County, City of Pasadena, San Marcos CISD, Smith County, Tarrant County, Victoria County, City of Webster, Potter County Tax Office, Lubbock Central Appraisal District, Brazoria County, et al, City of Katy - Fort Bend and Waller

Administrator shall reimburse the Purchaser and the Reorganized Debtors, as applicable, from the Plan Funding Amount for any 2024 ad valorem taxes paid by the Purchaser or the Reorganized Debtors that accrued prior to the Petition Date.

71. Neither the automatic stay nor the injunctions set forth in Article VIII.A of the Plan shall prohibit Melissa Randazzo or David Ontiveros from pursuing a direct action claim against any insurer.

72. For the avoidance of doubt, the following entities shall not be Releasing Parties under the Plan or this Order: (i) Peter Moon and Seungha Hong, as Trustees of the 2015 Hong Family Trust U/D/T Dated March 25, 2015 or (ii) Taylor & Monroe LLC (collectively, the “Guaranty Claimants”). Nothing herein shall prohibit the Guaranty Claimants from pursuing claims and causes of action against Red Lobster Intermediate Holdings, LLC (“Holdings”), including any claims and causes of action against Holdings in its capacity as guarantor, in connection with certain real property leases.

73. Upon entry by the Bankruptcy Court of this Confirmation Order, the *Motion of the* Counties, Katy Management District # 1, Humble Independent School District, Alief Independent School District, City of Houston (where represented by Perdue Brandon), Spring Independent School District, Clear Creek Independent School District, Pasadena Independent School District, Brownsville Independent School District, Plano Independent School District, Frisco Independent School District, City of Burleson, Burleson Independent School District, Richardson Independent School District, Crowley Independent School District, Tyler Independent School District, Hunt County, et al., Wichita County Tax Office, Bell County Tax Appraisal District, Bowie Central Appraisal District, Denton County, Hays County, Taylor County Central Appraisal District, City of Waco and Waco Independent School District and Williamson County

Official Committee of Unsecured Creditors For Entry of an Order Granting Standing and Authorizing the Prosecution of Certain Challenge Claims on Behalf of the Bankruptcy Estates [ECF No. 358] shall be deemed to be withdrawn.

74. Notwithstanding anything in the Bankruptcy Rules or the Local Rules to the contrary, including, but not limited to, Local Rule 3020-1(c)(2), the Debtors' obligations to serve this Confirmation Order, the Plan, or any other document in connection therewith, shall be satisfied by service of a notice of entry of the Confirmation Order, substantially in the form attached hereto as **Exhibit D**, upon all creditors, the U.S. Trustee and the Master Service List.

EXHIBIT A

{Confirmed Chapter 11 Plan}A status conference in these Chapter 11 Cases is scheduled for **October 16, 2024 at 1:30 p.m. prevailing Eastern Time at the United States Bankruptcy Court, 400 W. Washington Street, 6th Floor, Courtroom 6D, Orlando, Florida 32801.**

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(Attorney Paul Steven Singerman is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)

Exhibit A
List of Purchased Contracts

Assumed Leases¹

¹ For the avoidance of doubt, (i) the Unexpired Leases of non-residential real property listed herein shall include any amendments, supplements or modifications thereto and any related agreements and (ii) the Debtors reserve the right to designate any Unexpired Lease of non-residential real property that is listed on **Exhibit B** of the Confirmation

Order for rejection prior to the Extension Date corresponding to such lease.

RED LOBSTERAssumed Unexpired Leases

<u>Entity</u>	<u>Community</u>	<u>Description of Agreement</u>	<u>Total Cash Amount</u>
Red Lobster Restaurants LLC	Andyharris LLC	Lease for Store Number RL1 0396	\$0.00
Red Lobster Hospitality LLC	100 IH 35 North Owner LLC	Lease for Store Number RL1 0844	0.00
Red Lobster Hospitality LLC	109 West Anderson LP	Lease for Store Number RL1 0095	0.00
Red Lobster Restaurants LLC	1120 South Walton Partners, LLC	Lease for Store Number RL1 6225	0.00
Red Lobster Restaurants LLC	1229 Richmond LLC	Lease for Store Number RL1 0251	0.00
Red Lobster Restaurants LLC	1359 SN Owners LLC	Lease for Store Number RL1 0874	0.00
Red Lobster Restaurants LLC	1601 Dahill Properties, Inc.	Lease for Store Number RL1 0474	0.00
Red Lobster Hospitality LLC	170 Wolf Road LLC	Lease for Store Number RL1 6228	0.00
Red Lobster Restaurants LLC	1846 Jonesboro Road Owner LLC	Lease for Store Number RL1 6302	5,000.00
Red Lobster Hospitality LLC	2325 East Flamingo LLC	Lease for Store Number RL1 6239	0.00
Red Lobster Hospitality LLC	2328 Commercial Way Properties LLC	Lease for Store Number RL1 0696	0.00
Red Lobster Restaurants LLC	2525 Bowling Green LLC	Lease for Store Number RL1 0349	0.00
Red Lobster Hospitality LLC	300 LLC	Lease for Store Number RL1 0672	29,198.28
Red Lobster Hospitality LLC	32 Blanding Boulevard Owner, LLC	Lease for Store Number RL1 0257	0.00
Red Lobster Restaurants LLC	3360 Camp Creek Parkway Owner LLC	Lease for Store Number RL1 6296	0.00
Red Lobster Hospitality LLC	3815 South Lamar, LP	Lease for Store Number RL1 0314	0.00
Red Lobster Hospitality LLC	411 Lenox Realty Inc.	Lease for Store Number RL1 0488	0.00
Red Lobster Restaurants LLC	4230 Broadway Realty Co. Inc.	Lease for Store Number RL1 6235	0.00
Red Lobster Restaurants LLC	6701 18th Avenue Associates LLC	Lease for Store Number RL1 0266	0.00
Red Lobster Hospitality LLC	684 Myrtle Ave Realty LLC	Lease for Store Number RL1 6330	0.00
Red Lobster Canada, Inc	698000 Alberta Ltd.	Lease for Store Number RLC 8177	CAD 1,578.00
Red Lobster Canada, Inc	714 Yonge Street Inc.	Lease for Store Number RLC 8119	0.00
Red Lobster Restaurants LLC	8040 Kingston Pike Road Owner LLC	Lease for Store Number RL1 0047	0.00
Red Lobster Restaurants LLC	828 Eastern Bypass Owner LLC	Lease for Store Number RL1 0669	0.00
Red Lobster Hospitality LLC	95Metcalf Properties, Inc.	Lease for Store Number RL1 6278	0.00
Red Lobster Hospitality LLC	AARK USA, LLC	Lease for Store Number RL1 0348	0.00
Red Lobster Hospitality LLC	Aasthi, LLC	Lease for Store Number RL1 6257	0.00
Red Lobster Canada, Inc	ADMNS Meadowlands Investment Corp	Lease for Store Number RLC 8184	0.00
Red Lobster Hospitality LLC	Advanced Housing Developers Inc.	Lease for Store Number RL1 6246	0.00
Red Lobster Hospitality LLC	AIB Shenandoah I, LLC	Lease for Store Number RL1 6284	0.00
Red Lobster Hospitality LLC	ALR Racanelli LLC	Lease for Store Number RL1 0687	0.00
Red Lobster Hospitality LLC	Alva Investment Corp.	Lease for Store Number RL1 0332	0.00
Red Lobster Hospitality LLC	Anna Buecheler Investment Partnership	Lease for Store Number RL1 6219	0.00
Red Lobster Hospitality LLC	Anne Mohr, Trustee of The Horst Mohr Trust and Norman Mohr	Lease for Store Number RL1 0710	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0063	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0091	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0181	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0193	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0240	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0241	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0252	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0265	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0398	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0566	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0748	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0749	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0762	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0789	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0792	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0865	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 0870	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6203	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6211	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6221	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6227	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6237	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6241	201.60
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6250	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6252	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6255	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6260	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6261	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6275	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6283	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6290	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6301	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6318	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio I, LLC	Lease for Store Number RL1 6319	0.00

RED LOBSTER
Assumed-Expired Leases

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Agreement</u>	<u>Final Lease Amount</u>
Red Lobster Hospitality LLC	ARCP RL Portfolio VI, LLC	Lease for Store Number RL1 0553	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VI, LLC	Lease for Store Number RL1 6234	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio VII, LLC	Lease for Store Number RL1 0729	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VII, LLC	Lease for Store Number RL1 0126	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VII, LLC	Lease for Store Number RL1 0389	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0058	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0433	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0121	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0227	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio VIII, LLC	Lease for Store Number RL1 0277	0.00
Red Lobster Restaurants LLC	ARCP RL Portfolio X, LLC	Lease for Store Number RL1 0375	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio X, LLC	Lease for Store Number RL1 0081	0.00
Red Lobster Hospitality LLC	ARCP RL Portfolio X, LLC	Lease for Store Number RL1 0410	0.00
Red Lobster Restaurants LLC	ARCP RL/OG Langhorne PA, LLC	Lease for Store Number RL1 0758	0.00
Red Lobster Restaurants LLC	ARCP RL/OG SALISBURY MD, LLC	Lease for Store Number RL1 0615	0.00
Red Lobster Restaurants LLC	ARCP RL/OG/BB/SB PITTSBURGH PA, LLC	Lease for Store Number RL1 6305	0.00
Red Lobster Restaurants LLC	ARMEL, LLC	Lease for Store Number RL1 0620	0.00
Red Lobster Restaurants LLC	AUCALLUTIM LLC	Lease for Store Number RL1 0136	0.00
Red Lobster Restaurants LLC	August America, LLC	Lease for Store Number RL1 6347	0.00
Red Lobster Hospitality LLC	B&L Storage, a General Partnership	Lease for Store Number RL1 0667	0.00
Red Lobster Hospitality LLC	Bahieh Jina Farzinpour 2001 Living Trust	Lease for Store Number RL1 0766	0.00
Red Lobster Hospitality LLC	Barlas Enterprises, Inc.	Lease for Store Number RL1 0356	0.00
Red Lobster Hospitality LLC	Bay Plaza West LLC	Lease for Store Number RL1 0469	0.00
Red Lobster Restaurants LLC	Belos Exchange LLC	Lease for Store Number RL1 0056	0.00
Red Lobster Hospitality LLC	Bertha Aiken LLC; Port McDonald Inc; JH Dreyfus LLC	Lease for Store Number RL1 0108	2,500.00
Red Lobster Restaurants LLC	Bhagat MD, LLC	Lease for Store Number RL1 6360	0.00
Red Lobster Hospitality LLC	Bigger Fish to Fry, LLC	Lease for Store Number RL1 0460	0.00
Red Lobster Restaurants LLC	BLJ Holdings LLC	Lease for Store Number RL1 0572	0.00
Red Lobster Hospitality LLC	Blue Tree Properties OH, LLC	Lease for Store Number RL1 0580	0.00
Red Lobster Restaurants LLC	Bluestripes Investments LLC	Lease for Store Number RL1 0171	0.00
Red Lobster Hospitality LLC	Briarholm, Inc.	Lease for Store Number RL1 0425	0.00
Red Lobster Restaurants LLC	Broadridge Apartments, LLC	Lease for Store Number RL1 0328	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0045	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0048	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0082	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0185	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0188	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0253	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0292	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0357	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0436	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0478	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0552	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0601	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6280	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6365	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6371	0.00
Red Lobster Restaurants LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 6375	0.00
Red Lobster Hospitality LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0361	0.00
Red Lobster Hospitality LLC	Broadstone RL Portfolio, LLC	Lease for Store Number RL1 0578	0.00
Red Lobster Hospitality LLC	Broadway & Pearl Associates, LLC	Lease for Store Number RL1 6366	0.00
Red Lobster Hospitality LLC	Brock Associates, LLC	Lease for Store Number RL1 6270	0.00
Red Lobster Restaurants LLC	Brown-Belkin RL LLC	Lease for Store Number RL1 6325	0.00
Red Lobster Hospitality LLC	Buildings for Babies, Inc.	Lease for Store Number RL1 0421	0.00
Red Lobster Canada, Inc	Camwood Construction Ltd.	Lease for Store Number RLC 8105	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8101	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8103	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8111	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8114	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8118	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8124	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8126	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8157	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8158	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8166	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8167	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8168	0.00
Red Lobster Canada, Inc	Canada Redlob LP	Lease for Store Number RLC 8170	0.00
Red Lobster Hospitality LLC	Century Plaza Commercial LLC	Lease for Store Number RL1 0653	0.00
Red Lobster Hospitality LLC	CH Gresham LLC	Lease for Store Number RL1 0573	1,543.82

RED LOBSTER
Assumed/Expired Leases

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Agreement</u>	<u>Ass'd/Exp'd Amount</u>
Red Lobster Hospitality LLC	Charles & Co. Realty LLC	Lease for Store Number RL1 0868	0.00
Red Lobster Hospitality LLC	Chillicothe Mall Inc	Lease for Store Number RL1 0705	0.00
Red Lobster Hospitality LLC	CLK Ann Arbor, LLC	Lease for Store Number RL1 0260	0.00
Red Lobster Restaurants LLC	Cloud Enterprises Corporation Inc.	Lease for Store Number RL1 0688	0.00
Red Lobster Hospitality LLC	Cornhusker Project G12, LLC	Lease for Store Number RL1 0734	0.00
Red Lobster Hospitality LLC	Country Orchard Estates, Inc.	Lease for Store Number RL1 6374	0.00
Red Lobster Hospitality LLC	Country, LLC	Lease for Store Number RL1 0834	0.00
Red Lobster Restaurants LLC	CPP River Falls LLC & CPP River Falls II LLC	Lease for Store Number RL1 0619	0.00
Red Lobster Hospitality LLC	CRI Outparcels LLC	Lease for Store Number RL1 0548	0.00
Red Lobster Restaurants LLC	Curry Investment Company	Lease for Store Number RL1 0060	0.00
Red Lobster Hospitality LLC	D. Smith and Diane Fanman, As Trustees of The Smith Family Trust	Lease for Store Number RL1 0220	0.00
Red Lobster Restaurants LLC	DACF-4 LLC	Lease for Store Number RL1 0889	0.00
Red Lobster Restaurants LLC	Dan C., Inc.	Lease for Store Number RL1 0796	0.00
Red Lobster Restaurants LLC	Davrich Realty Corp.	Lease for Store Number RL1 6348	0.00
Red Lobster Hospitality LLC	Dee's Sugarhouse Center LLC	Lease for Store Number RL1 0589	0.00
Red Lobster Canada, Inc	Developments West Corporation	Lease for Store Number RLC 8181	0.00
Red Lobster Restaurants LLC	DiaDon, LLC	Lease for Store Number RL1 0449	0.00
Red Lobster Hospitality LLC	Diajeff, LLC	Lease for Store Number RL1 0017	924.50
Red Lobster Hospitality LLC	Diajeff, LLC	Lease for Store Number RL1 0019	0.00
Red Lobster Hospitality LLC	DJW Properties LLC	Lease for Store Number RL1 0718	0.00
Red Lobster Restaurants LLC	Doug Hale, LLC	Lease for Store Number RL1 0600	0.00
Red Lobster Hospitality LLC	Drury Development Corp	Lease for Store Number RL1 6286	0.00
Red Lobster Restaurants LLC	Eastridge LP	Lease for Store Number RL1 0737	0.00
Red Lobster Hospitality LLC	Edward Selby/Linda Selby Trust	Lease for Store Number RL1 0577	0.00
Red Lobster Hospitality LLC	EGE5, LLC	Lease for Store Number RL1 6310	0.00
Red Lobster Hospitality LLC	EIRREK RLF LLC	Lease for Store Number RL1 0345	0.00
Red Lobster Hospitality LLC	Elhio LLC & Elhio II LLC	Lease for Store Number RL1 0632	1,000.00
Red Lobster Hospitality LLC	Empire Mall, LLC	Lease for Store Number RL1 0305	0.00
Red Lobster Hospitality LLC	Esue LLC	Lease for Store Number RL1 0027	0.00
Red Lobster Hospitality LLC	Far Horizons Trailer Village LLC	Lease for Store Number RL1 0323	0.00
Red Lobster Hospitality LLC	Far Horizons Trailer Village LLC	Lease for Store Number RL1 0335	0.00
Red Lobster Restaurants LLC	FCPT Holdings LLC	Lease for Store Number RL1 0540	5,519.79
Red Lobster Restaurants LLC	FCPT Holdings LLC	Lease for Store Number RL1 0798	0.00
Red Lobster Hospitality LLC	FCPT Holdings LLC	Lease for Store Number RL1 0275	0.00
Red Lobster Hospitality LLC	FCPT Holdings LLC	Lease for Store Number RL1 0380	0.00
Red Lobster Restaurants LLC	FCPT Holdings LLC (Non-Master Lease)	Lease for Store Number RL1 0547	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0569	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0685	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6258	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0585	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6229	0.00
Red Lobster Restaurants LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6322	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0616	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0038	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 0110	0.00
Red Lobster Hospitality LLC	FCPT Holdings, LLC	Lease for Store Number RL1 6243	0.00
Red Lobster Canada, Inc	FIMA Development	Lease for Store Number RLC 8183	0.00
Red Lobster Restaurants LLC	FK Properties LLC	Lease for Store Number RL1 0438	0.00
Red Lobster Restaurants LLC	Four Hand Realty, LLC	Lease for Store Number RL1 6238	0.00
Red Lobster Hospitality LLC	Fox River Shopping Center LLC	Lease for Store Number RL1 0587	0.00
Red Lobster Restaurants LLC	FR White Marsh LLC	Lease for Store Number RL1 0634	733.06
Red Lobster Hospitality LLC	Freeway Company LLC/AEG 17 LLC/Graciellou LLC	Lease for Store Number RL1 6226	0.00
Red Lobster Hospitality LLC	Frisco 3056 Preston, LLC	Lease for Store Number RL1 6245	0.00
Red Lobster Restaurants LLC	Ft. Sheri Fort Wayne LLC	Lease for Store Number RL1 0076	0.00
Red Lobster Restaurants LLC	Girardeau P2, LLC	Lease for Store Number RL1 0707	0.00
Red Lobster Restaurants LLC	GLR Property Management LLC	Lease for Store Number RL1 0563	0.00
Red Lobster Hospitality LLC	GP Texarkana LLC	Lease for Store Number RL1 6304	0.00
Red Lobster Hospitality LLC	Grand Robster LLC; Lompoc Jack LLC; Handy Hardees LLC	Lease for Store Number RL1 0129	0.00
Red Lobster Hospitality LLC	GRUPO TFJ Properties, LLC	Lease for Store Number RL1 0464	0.00
Red Lobster Hospitality LLC	GSMS 2011-GC5 East Broadway Boulevard, LLC	Lease for Store Number RL1 0869	0.00
Red Lobster Hospitality LLC	GSPANDE, LLC	Lease for Store Number RL1 0281	0.00
Red Lobster Hospitality LLC	GTL Properties LLLP	Lease for Store Number RL1 0693	0.00
Red Lobster Restaurants LLC	Guidotti Properties	Lease for Store Number RL1 0291	8,820.60
Red Lobster Hospitality LLC	Guima Brazil USA, LLC	Lease for Store Number RL1 6205	0.00
Red Lobster Hospitality LLC	HAI YUE TX LLC	Lease for Store Number RL1 0329	0.00
Red Lobster Hospitality LLC	Hanabi	Lease for Store Number RL1 0579	0.00
Red Lobster Hospitality LLC	Harbor Plaza, LLC	Lease for Store Number RL1 0518	0.00
Red Lobster Restaurants LLC	Harmon Meadow Owner, LLC	Lease for Store Number RL1 6314	0.00
Red Lobster Restaurants LLC	Harwell Capital, LLC	Lease for Store Number RL1 0273	0.00
Red Lobster Hospitality LLC	HCL Goodvear Centrepointe LLC	Lease for Store Number RL1 6342	0.00

RED LOBSTER
Assumed/Expired Leases

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Agreement</u>	<u>Ass'd Lease Amount</u>
Red Lobster Hospitality LLC	HRP 0137 San Antonio LLC	Lease for Store Number RL1 0137	0.00
Red Lobster Hospitality LLC	Ironwood I LLC	Lease for Store Number RL1 0339	0.00
Red Lobster Hospitality LLC	Ivision Holdings, LLC	Lease for Store Number RL1 0370	0.00
Red Lobster Restaurants LLC	Jaks, LLC	Lease for Store Number RL1 0231	0.00
Red Lobster Hospitality LLC	JAL Enterprises, Inc.	Lease for Store Number RL1 0354	0.00
Red Lobster Hospitality LLC	JCC California Properties, LLC	Lease for Store Number RL1 0513	15,983.32
Red Lobster Restaurants LLC	JE Fuel, LLC	Lease for Store Number RL1 0607	0.00
Red Lobster Restaurants LLC	Jeanne Jackson-Estate of Lee Jackson	Lease for Store Number RL1 0191	0.00
Red Lobster Restaurants LLC	JFCF Invest-3 LLC	Lease for Store Number RL1 0850	0.00
Red Lobster Restaurants LLC	Joe Amato East End Centre, LP	Lease for Store Number RL1 0445	0.00
Red Lobster Restaurants LLC	JPS Realty Management, LLC	Lease for Store Number RL1 0571	0.00
Red Lobster Hospitality LLC	JSSA Ventures, Inc.	Lease for Store Number RL1 0115	0.00
Red Lobster Hospitality LLC	JTN-RL LLC	Lease for Store Number RL1 0640	0.00
Red Lobster Restaurants LLC	Juan Smyrna Owner LLC, Otto Smyrna Owner LLC and Jose Smyrna Owner LLC	Lease for Store Number RL1 0392	0.00
Red Lobster Hospitality LLC	K.I.R. Copiague L.P.	Lease for Store Number RL1 0614	23,690.04
Red Lobster Restaurants LLC	KB Riverdale, LLC	Lease for Store Number RL1 0417	0.00
Red Lobster Hospitality LLC	Kefayat Navid & Bahram Navid, as Trustees	Lease for Store Number RL1 0146	0.00
Red Lobster Hospitality LLC	Kelso RL Property, LLC	Lease for Store Number RL1 0700	0.00
Red Lobster Hospitality LLC	Keystone Fiesta Plaza, LLC	Lease for Store Number RL1 0369	358.05
Red Lobster Restaurants LLC	King of Prussia, PA Retail LLC	Lease for Store Number RL1 0778	0.00
Red Lobster Hospitality LLC	Kisan Chavan/Kundan Chavan Trust	Lease for Store Number RL1 0608	0.00
Red Lobster Hospitality LLC	Knox & American I, LLC	Lease for Store Number RL1 0249	0.00
Red Lobster Hospitality LLC	KPLP-II, LLC	Lease for Store Number RL1 0284	0.00
Red Lobster Hospitality LLC	Krishnamoorti Family LP	Lease for Store Number RL1 0492	0.00
Red Lobster Canada, Inc	KS AOB Toronto Inc. and Dundas Atrium Toronto Inc.	Lease for Store Number RLC 8176	0.00
Red Lobster Restaurants LLC	La Jolla Group B LLC	Lease for Store Number RL1 0459	0.00
Red Lobster Restaurants LLC	Langston Seawright Enterprises LLC	Lease for Store Number RL1 0179	0.00
Red Lobster Restaurants LLC	Lee Pollard 2007 Revocable Trust/Eric Pollard/Jordan Pollard	Lease for Store Number RL1 0702	0.00
Red Lobster Restaurants LLC	Levine Family Trust	Lease for Store Number RL1 0895	0.00
Red Lobster Hospitality LLC	Levine Family Trust	Lease for Store Number RL1 0545	0.00
Red Lobster Hospitality LLC	Levy Family Limited Partnership	Lease for Store Number RL1 6244	0.00
Red Lobster Hospitality LLC	Limestone Redlob, LLC	Lease for Store Number RL1 0033	0.00
Red Lobster Hospitality LLC	Lincoln Center LLC	Lease for Store Number RL1 0457	5,473.64
Red Lobster Hospitality LLC	Lincoln Holdings, LLC	Lease for Store Number RL1 6271	40,000.00
Red Lobster Canada, Inc	Lo Brothers Investments Co., Ltd.	Lease for Store Number RLC 8115	0.00
Red Lobster Hospitality LLC	Lobonza LLC	Lease for Store Number RL1 6223	0.00
Red Lobster Hospitality LLC	Lobster Building LLC	Lease for Store Number RL1 0673	0.00
Red Lobster Restaurants LLC	Loyal Plaza SC LLC	Lease for Store Number RL1 0644	5,966.74
Red Lobster Restaurants LLC	LPK Holdings & BPW, Inc.	Lease for Store Number RL1 0229	0.00
Red Lobster Hospitality LLC	LPRE Holdings LLC	Lease for Store Number RL1 0516	0.00
Red Lobster Hospitality LLC	Lyn-Jo Washington LLC	Lease for Store Number RL1 0481	0.00
Red Lobster Hospitality LLC	Macerich Lakewood LP	Lease for Store Number RL1 0528	0.00
Red Lobster Hospitality LLC	Maey's Retail Holdings, LLC - CA	Lease for Store Number RL1 0510	3,072.16
Red Lobster Hospitality LLC	Marine Iron & Ship Building Company	Lease for Store Number RL1 0630	0.00
Red Lobster Hospitality LLC	Marion Plaza Associates LP	Lease for Store Number RL1 0560	0.00
Red Lobster Restaurants LLC	Marland Family Partnership	Lease for Store Number RL1 0724	0.00
Red Lobster Hospitality LLC	Mascall Family Trust dated 10/14/2008	Lease for Store Number RL1 0381	0.00
Red Lobster Hospitality LLC	MBI Red Lob LLC	Lease for Store Number RL1 0435	0.00
Red Lobster Restaurants LLC	MCD 6, LLC	Lease for Store Number RL1 0218	16,751.41
Red Lobster Restaurants LLC	Mercantile National Bank of Indiana, as Trustee of Trust No. 3518	Lease for Store Number RL1 0184	0.00
Red Lobster Restaurants LLC	Metro North Crossing LLC	Lease for Store Number RL1 0605	0.00
Red Lobster Restaurants LLC	MGA McDonough LLC	Lease for Store Number RL1 0612	0.00
Red Lobster Restaurants LLC	Mid-Atlantic Property (JT) LLC.	Lease for Store Number RL1 0643	0.00
Red Lobster Hospitality LLC	Middletown I Resources L.P.	Lease for Store Number RL1 0663	0.00
Red Lobster Hospitality LLC	Milpitas Town Center 2008 LP	Lease for Store Number RL1 0532	0.00
Red Lobster Canada, Inc	MKN Property Inc.	Lease for Store Number RLC 8116	0.00
Red Lobster Hospitality LLC	MI Claw LLC	Lease for Store Number RL1 0288	0.00
Red Lobster Restaurants LLC	Monica, Inc.	Lease for Store Number RL1 0642	0.00
Red Lobster Hospitality LLC	MPNT Realty LLC	Lease for Store Number RL1 0401	0.00
Red Lobster Restaurants LLC	n/a	Lease for Store Number RL1 0365	0.00
Red Lobster Restaurants LLC	n/a	Lease for Store Number RL1 0712	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 0597	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 0769	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 0863	0.00
Red Lobster Hospitality LLC	n/a	Lease for Store Number RL1 6253	0.00
Red Lobster Canada, Inc	n/a	Lease for Store Number RLC 8129	0.00
Red Lobster Restaurants LLC	NADG NNN RLOB (May-NJ) LP	Lease for Store Number RL1 0575	0.00
Red Lobster Hospitality LLC	Navesink Family Partners LLC	Lease for Store Number RL1 6254	0.00
Red Lobster Hospitality LLC	Navid Bypass Trust dated 7/26/20	Lease for Store Number RL1 0468	0.00
Red Lobster Hospitality LLC	Navid Trusts & Kefayat Navid	Lease for Store Number RL1 0377	0.00

RED LOBSTER
Assumed/Expired Leases

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Agreement</u>	<u>Assumed/Expired</u>
Red Lobster Hospitality LLC	New Plan Hampton Village LLC	Lease for Store Number RL1 0497	6,778.75
Red Lobster Hospitality LLC	Next Tech Development LLC	Lease for Store Number RL1 0283	0.00
Red Lobster Hospitality LLC	North Valley Plaza, LLC	Lease for Store Number RL1 0867	43,356.35
Red Lobster Hospitality LLC	NWCC Center Plaza LLC	Lease for Store Number RL1 0448	3,210.40
Red Lobster Hospitality LLC	O'Beach, LLC	Lease for Store Number RL1 0678	0.00
Red Lobster Restaurants LLC	Office Complex Enterprises, Inc.	Lease for Store Number RL1 0568	0.00
Red Lobster Hospitality LLC	Omaha Cave Partnership, L.P.	Lease for Store Number RL1 0414	0.00
Red Lobster Hospitality LLC	ORCE Investments LLC	Lease for Store Number RL1 0877	0.00
Red Lobster Restaurants LLC	Outer Banks Limited Partnership	Lease for Store Number RL1 0550	0.00
Red Lobster Restaurants LLC	Oxford Development Company/Moraine	Lease for Store Number RL1 0655	7,292.89
Red Lobster Restaurants LLC	Pared Motel Associates, LLC	Lease for Store Number RL1 0302	0.00
Red Lobster Hospitality LLC	Park East L.L.C.	Lease for Store Number RL1 0264	54,845.83
Red Lobster Restaurants LLC	Paul Family Trust dated 6/19/1997	Lease for Store Number RL1 0393	0.00
Red Lobster Hospitality LLC	Peconic LLC	Lease for Store Number RL1 0079	0.00
Red Lobster Restaurants LLC	Persam Wethersfield, LLC	Lease for Store Number RL1 0636	0.00
Red Lobster Hospitality LLC	Pine View Enterprises LLC	Lease for Store Number RL1 6209	0.00
Red Lobster Hospitality LLC	Pinlen Lubbock LLC	Lease for Store Number RL1 0169	0.00
Red Lobster Hospitality LLC	Pigred, LLC/Marci Shapiro, LLC	Lease for Store Number RL1 0706	1,000.00
Red Lobster Restaurants LLC	PRAN McCain, LLC	Lease for Store Number RL1 0319	0.00
Red Lobster Restaurants LLC	PRSS LLC	Lease for Store Number RL1 0310	0.00
Red Lobster Restaurants LLC	PVSC Company	Lease for Store Number RL1 0455	0.00
Red Lobster Hospitality LLC	R.Y.G. Realty, Inc.	Lease for Store Number RL1 0691	0.00
Red Lobster Hospitality LLC	Rai Union Realty, LLC & Rai Sawak, LLC	Lease for Store Number RL1 0075	0.00
Red Lobster Hospitality LLC	Raymarc R.E. LLC	Lease for Store Number RL1 0330	0.00
Red Lobster Hospitality LLC	Red Garden, LLC	Lease for Store Number RL1 0582	1,000.00
Red Lobster Hospitality LLC	Red Lobster of Lakeland LLC	Lease for Store Number RL1 6208	0.00
Red Lobster Hospitality LLC	Red Lobster St. Cloud, MN, LLC	Lease for Store Number RL1 0493	0.00
Red Lobster Canada, Inc	Redlob Sheppard Avenue Limited Partnership	Lease for Store Number RLC 8104	0.00
Red Lobster Restaurants LLC	Redwood NC LLC	Lease for Store Number RL1 6382	0.00
Red Lobster Hospitality LLC	RFH1 LLC	Lease for Store Number RL1 0109	0.00
Red Lobster Restaurants LLC	RGLI, LLC	Lease for Store Number RL1 0485	0.00
Red Lobster Hospitality LLC	RH Tacoma Place Associates, LLC and H.I.R. 3	Lease for Store Number RL1 0453	0.00
Red Lobster Canada, Inc	Rhvl Realty Inc.	Lease for Store Number RLC 8155	0.00
Red Lobster Hospitality LLC	RJP RL I Drive, LLC	Lease for Store Number RL1 6303	0.00
Red Lobster Restaurants LLC	RL Elizabethtown LLC	Lease for Store Number RL1 6297	0.00
Red Lobster Restaurants LLC	RL Enterprises LLC	Lease for Store Number RL1 0747	0.00
Red Lobster Restaurants LLC	RL Kokomo LLC	Lease for Store Number RL1 0297	0.00
Red Lobster Hospitality LLC	RL Madison LLC	Lease for Store Number RL1 0131	0.00
Red Lobster Restaurants LLC	RLCA Properties, Inc.	Lease for Store Number RL1 0285	0.00
Red Lobster Restaurants LLC	Robbies Inc.	Lease for Store Number RL1 0255	0.00
Red Lobster Hospitality LLC	Rod De Llano Family Partnership & Herbert & Isabel Wolfe Trust	Lease for Store Number RL1 6213	0.00
Red Lobster Hospitality LLC	Roger J. Janow Bank Trust	Lease for Store Number RL1 0122	0.00
Red Lobster Hospitality LLC	ROIC California, LLC	Lease for Store Number RL1 0525	0.00
Red Lobster Hospitality LLC	Round Rock RL LLC	Lease for Store Number RL1 6242	0.00
Red Lobster Hospitality LLC	Roy T. Young, Trustee of The Roy Timothy Young Revocable Trust UAD April 6	Lease for Store Number RL1 0887	0.00
Red Lobster Restaurants LLC	RPRL Union 22 LLC	Lease for Store Number RL1 0442	0.00
Red Lobster Hospitality LLC	RXR STS Owner LLC	Lease for Store Number RL1 6298	0.00
Red Lobster Hospitality LLC	Rynako LP	Lease for Store Number RL1 6332	0.00
Red Lobster Hospitality LLC	Salinas Shopping Center Associates LP & Harden Ranch Plaza Associates, LLC	Lease for Store Number RL1 0617	0.00
Red Lobster Canada, Inc	Sarah Krane/Leibco Realty (Ruth Goodman)	Lease for Store Number RLC 8134	0.00
Red Lobster Restaurants LLC	Savage Valdosta LLC	Lease for Store Number RL1 0595	0.00
Red Lobster Restaurants LLC	SC Heights LLC	Lease for Store Number RL1 0259	0.00
Red Lobster Restaurants LLC	SCF RC Funding IV LLC	Lease for Store Number RL1 6317	0.00
Red Lobster Hospitality LLC	SCFR RC Funding IV LLC	Lease for Store Number RL1 0564	0.00
Red Lobster Restaurants LLC	SCFRC-HW-V LLC	Lease for Store Number RL1 0290	0.00
Red Lobster Restaurants LLC	Scullin Real Estate V, LLC	Lease for Store Number RL1 6346	0.00
Red Lobster Hospitality LLC	Scullin Real Estate VII LLC	Lease for Store Number RL1 0125	0.00
Red Lobster Restaurants LLC	Silver Springs Series, a Series of Owl's Nest Properties, LLC	Lease for Store Number RL1 0496	0.00
Red Lobster Restaurants LLC	Smith Legacy LLC	Lease for Store Number RL1 6233	0.00
Red Lobster Hospitality LLC	Smith Ranches: T&D Smith Family Trust dtd 7-2-1996	Lease for Store Number RL1 0576	0.00
Red Lobster Restaurants LLC	SMS Ambassadors Corp	Lease for Store Number RL1 0731	0.00
Red Lobster Hospitality LLC	Soon Chun Nanci Pak	Lease for Store Number RL1 0416	0.00
Red Lobster Restaurants LLC	Spadea, Inc.	Lease for Store Number RL1 0061	0.00
Red Lobster Hospitality LLC	Speedway95, LLC	Lease for Store Number RL1 0071	5,016.00
Red Lobster Restaurants LLC	Spencer Real Estate LLC, Thomas S. Bass, et al	Lease for Store Number RL1 6390	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0035	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0118	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0230	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0397	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0554	0.00

RED LOBSTER
Assumed/Expired Leases

<u>Debtor</u>	<u>Counterparty</u>	<u>Description of Agreement</u>	<u>Ass'd/Exp'd Amount</u>
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0559	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0739	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0843	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0034	1,279.54
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0897	0.00
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 6206	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0130	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0186	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0606	268.78
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0683	0.00
Red Lobster Hospitality LLC	Spirit Master Funding IX, LLC	Lease for Store Number RL1 0836	0.00
Red Lobster Hospitality LLC	SS Small Mouth Parkersburg LLC	Lease for Store Number RL1 0716	0.00
Red Lobster Restaurants LLC	Staunton EM 2 LLC	Lease for Store Number RL1 0860	0.00
Red Lobster Hospitality LLC	Steve Hongdur Lin/Carol Yao Lin Revocable Trust	Lease for Store Number RL1 0383	0.00
Red Lobster Hospitality LLC	Stone Land LLC	Lease for Store Number RL1 6276	0.00
Red Lobster Restaurants LLC	Sunbeam Development Corporation	Lease for Store Number RL1 0371	5,000.00
Red Lobster Restaurants LLC	SWB-Lynn Holdings, LLC	Lease for Store Number RL1 0296	0.00
Red Lobster Hospitality LLC	Tanger Outlets Deer Park, LLC	Lease for Store Number RL1 6392	9,079.63
Red Lobster Restaurants LLC	Ted & Maria's Plaza, LLC	Lease for Store Number RL1 0697	0.00
Red Lobster Hospitality LLC	Tehan's Realty Company	Lease for Store Number RL1 0489	0.00
Red Lobster Restaurants LLC	The Arahamian Trust	Lease for Store Number RL1 0853	0.00
Red Lobster Restaurants LLC	The Floyd Lewis Real Estate, LLC	Lease for Store Number RL1 0708	0.00
Red Lobster Hospitality LLC	The Gerrard Family Limited Partnership, LLLP	Lease for Store Number RL1 6256	0.00
Red Lobster Hospitality LLC	The Jean Ann Becker Revocable Trust	Lease for Store Number RL1 0224	0.00
Red Lobster Hospitality LLC	The Karen K. Schneeberger Living Trust; The Frank A. Mineo Revocable Living	Lease for Store Number RL1 0508	0.00
Red Lobster Hospitality LLC	The P. Smith Realty, LLC	Lease for Store Number RL1 0352	0.00
Red Lobster Restaurants LLC	The Raphael Family Wooster Street Company LLC	Lease for Store Number RL1 0482	0.00
Red Lobster Hospitality LLC	Tom & Lee Holding Company, LLC and Tom Family Trust of 1984	Lease for Store Number RL1 6313	0.00
Red Lobster Restaurants LLC	Tornig Realty LLC	Lease for Store Number RL1 0174	0.00
Red Lobster Restaurants LLC	Travel Lobster LLC	Lease for Store Number RL1 0878	0.00
Red Lobster Hospitality LLC	Tribella Properties LLC	Lease for Store Number RL1 6326	0.00
Red Lobster Restaurants LLC	TripleBAR York Marketplace, LLC	Lease for Store Number RL1 0420	0.00
Red Lobster Restaurants LLC	Two D Holdings, LLC	Lease for Store Number RL1 0372	0.00
Red Lobster Restaurants LLC	UE 675 Route 1, LLC	Lease for Store Number RL1 0267	20,325.00
Red Lobster Restaurants LLC	UE 7000 Hadley Road LLC	Lease for Store Number RL1 0379	0.00
Red Lobster Restaurants LLC	University Venture Corp	Lease for Store Number RL1 0625	0.00
Red Lobster Hospitality LLC	UT Heights LLC	Lease for Store Number RL1 0613	0.00
Red Lobster Hospitality LLC	Van Vliet Acquisitions IV, LLC	Lease for Store Number RL1 0456	0.00
Red Lobster Hospitality LLC	Vera Cruz Properties, LP	Lease for Store Number RL1 0732	0.00
Red Lobster Restaurants LLC	Vera, LLC	Lease for Store Number RL1 0402	0.00
Red Lobster Restaurants LLC	VEREIT Real Estate L.P.	Lease for Store Number RL1 0599	0.00
Red Lobster Restaurants LLC	VEREIT Real Estate LP	Lease for Store Number RL1 0591	0.00
Red Lobster Restaurants LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0647	23,826.41
Red Lobster Restaurants LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 6216	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0479	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0845	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 0864	0.00
Red Lobster Hospitality LLC	VEREIT Real Estate, L.P.	Lease for Store Number RL1 6338	0.00
Red Lobster Restaurants LLC	Vestar Bowles Crossing LLC	Lease for Store Number RL1 0446	0.00
Red Lobster Hospitality LLC	W North Las Vegas LLC	Lease for Store Number RL1 6391	0.00
Red Lobster Restaurants LLC	Walster, LLC	Lease for Store Number RL1 0557	11,161.26
Red Lobster Hospitality LLC	Wayne A. Belleau	Lease for Store Number RL1 0857	0.00
Red Lobster Restaurants LLC	Wayne Belleau	Lease for Store Number RL1 0574	0.00
Red Lobster Restaurants LLC	Wayne Belleau	Lease for Store Number RL1 6334	0.00
Red Lobster Hospitality LLC	Wayne Belleau	Lease for Store Number RL1 0661	0.00
Red Lobster Restaurants LLC	Weatherby Enterprises	Lease for Store Number RL1 0312	0.00
Red Lobster Restaurants LLC	Wild Realty 1, LLC	Lease for Store Number RL1 0604	0.00
Red Lobster Hospitality LLC	Wild Realty 3, LLC	Lease for Store Number RL1 0386	0.00
Red Lobster Restaurants LLC	Wilkinson Dekalb Land Company LLC	Lease for Store Number RL1 0443	22,816.03
Red Lobster Hospitality LLC	William and Janet Fisher	Lease for Store Number RL1 0727	0.00
Red Lobster Restaurants LLC	Woodbridge Heights Associates, LLC	Lease for Store Number RL1 6231	0.00
Red Lobster Hospitality LLC	Woodside Parma LLC	Lease for Store Number RL1 0116	0.00
Red Lobster Hospitality LLC	World Class Investments, LLC	Lease for Store Number RL1 6373	2,000.00
Red Lobster Hospitality LLC	WPE Investment #10, L.L.C.; 5950 North Federal Investments LLC	Lease for Store Number RL1 0029	0.00
Red Lobster Hospitality LLC	Yasmon 19 Group LLC	Lease for Store Number RL1 6308	0.00
Red Lobster Hospitality LLC	Yavapai-Prescott Indian Tribe	Lease for Store Number RL1 0623	1,319.34
Red Lobster Hospitality LLC	YYRL South Padre Island Drive Owner LLC; YYRL South Padre Island Drive Ow	Lease for Store Number RL1 0163	0.00
Red Lobster Canada, Inc	Zuricha Capital Ltd.	Lease for Store Number RLC 8135	0.00
Red Lobster Restaurants LLC	HAQ CORPORATION	RESTAURANT #895 PARKING AGREEMENT DATED 7/1/2003	350.00

[Assumed Executory Contracts](#)

REDLOBSTER
Assumed Inventory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality, LLC	A&G REALTY PARTNERS LLC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	AARDVARK SERVICES CORP.	Facility Service Agreement (Landscape) For Restaurant #0481	382.10
Red Lobster Sourcing LLC	AB FOODS, LLC	General Terms And Conditions Dated 11/04/2020	0.00
Red Lobster Restaurants LLC	AEP ENERGY, INC.	Product And Pricing Summary Dated 12/6/2023	0.00
Red Lobster Restaurants LLC	ALLSTAR ELEVATOR & ESCALATOR INSPECTION AGENCY INC	General Services Agreement	1,240.00
Red Lobster Hospitality, LLC	AMERICAN BACKFLOW PREVENTION INC	General Services Agreement	1,301.72
[Red Lobster]	American Express Travel Related Services Company, Inc.	Agreement for American Express Card Acceptance, dated as of 2020, (the "American Express Agreement")	0.00
Red Lobster Hospitality, LLC	AMW CONTRACTING INC	General Services Agreement	13,164.03
Red Lobster Hospitality, LLC	ANCHOR PACKAGING, INC	Order No. 1 To General Terms And Conditions Dated 12/20/2023	0.00
Red Lobster Sourcing LLC	ANCHOR PACKAGING, LLC	General Terms And Conditions Dated 11/09/2023	0.00
Red Lobster Restaurants LLC	ATHENS ORTHOPEDIC CLINIC	Restaurant #36 Temporary Parking Agreement Dated 3/26/2019	0.00
Red Lobster Hospitality, LLC	AUGUST CORSO SONS INC	Facility Service Agreement (Landscape) For Restaurant #0423	2,439.23
Red Lobster Hospitality, LLC	AUGUST CORSO SONS INC	Facility Service Agreement (Snow) For Restaurant #0423	800.00
Red Lobster Hospitality, LLC	AWNINGS BY KINSEY LLC	General Services Agreement	0.00
Red Lobster Sourcing LLC	BADIA SPICES INC.	General Terms And Conditions	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Amendment No. 3	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	The Merchant Processing Agreement Dated 07/18/2017	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Equipment Purchase And Rental Supplement Dated 11/07/2018	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Amendment No. 2 Dated 12/10/2019	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA MERCHANT SERVICES CANADA CORP.	Merchant Processing Agreement Dated 03/02/2015	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA, N.A.	Merchant Processing Agreement Dated 03/02/2015	0.00
Red Lobster Canada, Inc.	BANK OF AMERICA, N.A.	Amendment No. 4 To The Merchant Processing Agreement Dated 11/18/2021	0.00
Red Lobster Restaurants LLC	BARKLEY INC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	BB1 LOGISTICS LLC	General Services Agreement	4,400.00
Red Lobster Canada, Inc.	BLACKHAWK CARD PARTICIPATION	Program Terms Agreement Dated 06/21/2018	0.00
Red Lobster Canada, Inc.	BLACKHAWK CN	Gift Card Agreement Dated 06/30/2015	0.00
Red Lobster Restaurants LLC	BOFRSMA ENTERPRISES INC	Facility Service Agreement (Landscape) For Restaurant #0747	1,819.00
Red Lobster Canada, Inc.	BRINK'S CANADA LIMITED	Armoured Transportation Service Agreement Dated 07/01/2014	0.00
Red Lobster Canada, Inc.	BRINK'S CANADA LIMITED / BRINKS CANADA LIMITEE	Rider 2 Dated 09/12/2016	0.00
Red Lobster Sourcing LLC	BRITZ FOOD GROUP	General Terms And Conditions Dated 09/09/2021	0.00
Red Lobster Restaurants LLC	C.R.S SERVICES INC	General Services Agreement	914.12
Red Lobster Sourcing LLC	C.H. ROBINSON COMPANY	Master Services Agreement Dated 05/16/2016	0.00
Red Lobster Sourcing LLC	C.H. ROBINSON COMPANY	Amendment 01 To The Master Services Agreement Dated 09/15/2022	7,556.61
Red Lobster Sourcing LLC	C.H. ROBINSON COMPANY	Amendment No. 1 To Master Services Agreement Dated 03/01/2021	0.00
Red Lobster Restaurants LLC	CAMERON J JENKINS	Facility Service Agreement (Snow) For Restaurant #0438	3,053.22
Red Lobster Restaurants LLC	CAPTIVE-AIRE SYSTEMS INC	General Services Agreement	8,174.73
Red Lobster Hospitality, LLC	CBRE INC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	CHAPMANS MECHANICAL SYSTEMS INC	Facility Service Agreement (Hvac) For Restaurant #0738	2,779.12
Red Lobster Restaurants LLC	CHILL SERVICES LLC	Facility Service Agreement (Snow) For Restaurant #6297	371.00
Red Lobster Hospitality, LLC	CINTAS CORPORATION NO 3	Facility Service Agreement (Hvac) For Restaurant #0155	0.00
Red Lobster Hospitality, LLC	CINTAS CORPORATION NO 3	Facility Service Agreement (Hvac) For Restaurant #0284	0.00
Red Lobster Restaurants LLC	CINTAS CORPORATION NO 3	Facility Service Agreement (Hvac) For Restaurant #0482	0.00
Red Lobster Hospitality, LLC	CINTAS MANAGED SOLUTIONS FIRE PROTECTION GROUP	Facilities Service Agreement Dated 08/16/2016	0.00
Red Lobster Hospitality, LLC	CITY OF CASPER, WYOMING MUNICIPAL CORPORATION	Release And Indemnification Agreement For Restaurant #6374 Dated 08/18/2022	0.00
Red Lobster Hospitality, LLC	CML COLORADO MECHANICAL	Facilities Service Agreement For Restaurant #6383 Dated 08/24/2023	0.00
Red Lobster Canada, Inc.	COCA-COLA CANADA BOTTLING LIMITED	Beverage Supply Agreement Dated 04/14/2023	0.00
Red Lobster Canada, Inc.	COCA-COLA LTD.	Beverage Supply Agreement Dated 04/14/2023	0.00
Red Lobster Hospitality, LLC	Comdee	Franchise Agreement	0.00
Red Lobster Sourcing LLC	CONSOLIDATED CATFISH PRODUCER LLC	General Terms And Conditions Dated 09/05/2023	0.00
Red Lobster Hospitality, LLC	CONTINENTAL MILLS	Master Intellectual Property License Agreement Dated 8/3/2021	0.00
Red Lobster Hospitality, LLC	CONTINENTAL MILLS, INC	Amendment No. 3 Dated 06/18/2018	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0844	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0314	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0314	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6240	15,800.79
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0095	0.00
Red Lobster Hospitality, LLC	DALLIS REFRIGERATION OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0137	0.00
Red Lobster Hospitality, LLC	DAVACO INC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	DAVACO LP	General Services Agreement	0.00
Red Lobster Hospitality, LLC	Delicias Orange	Vendor Agreement	0.00
Red Lobster Hospitality, LLC	DESTIN WATER ADVENTURES, LLC	Restaurant #458 Temporary Parking Agreement Dated 3/15/2022	0.00
Red Lobster Hospitality, LLC	Diane R. Poshles	Copyright License dated June 22, 2015	0.00
Red Lobster Restaurants LLC	DIRECT ENERGY BUSINESS MARKETING, LLC	Commodity Master Agreement Dated 11/04/2021	0.00
Red Lobster Restaurants LLC	DIRECT ENERGY BUSINESS, LLC	Electricity Transaction Confirmation Dated 1/6/2023	0.00
Red Lobster Restaurants LLC	DIRECT ENERGY BUSINESS, LLC	Electricity Transaction Agreement Dated 04/17/2023	0.00
Red Lobster Canada, Inc.	DIRECT ENERGY MARKETING LIMITED	Energy Purchase Agreement Dated 11/18/2021	0.00
Red Lobster Canada, Inc.	DIRECT ENERGY MARKETING LIMITED	Energy Purchase Agreement Dated 11/18/2021	0.00
Red Lobster Sourcing LLC	DR PEPPER/SEVEN LIP, INC	Fountain Agreement Dated 01/01/2013	0.00
Red Lobster Sourcing LLC	DR PEPPER/SEVEN LIP, INC	Amendment To Fountain Support Agreement Dated 01/01/2020	0.00
Red Lobster Sourcing LLC	DR PEPPER/SEVEN LIP, INC	Fountain Support Agreement Dated 11/14/2023	0.00
Red Lobster Hospitality, LLC	DR POWER WASHERS INC	General Services Agreement	649.50
Red Lobster Sourcing LLC	DRESS THE DRINK, LLC	General Terms And Conditions Dated 11/08/2023	0.00
Red Lobster Sourcing LLC	DURO-LAST, INC	National Account Incentive Agreement Dated 07/17/2021	0.00
Red Lobster Restaurants LLC	DUTCH ENTERPRISES INC	General Services Agreement	0.00
Red Lobster Restaurants LLC	DUTCH ENTERPRISES INC	Facility Service Agreement (Hvac) For Restaurant #0707	4,075.84
Red Lobster Restaurants LLC	DUTCH ENTERPRISES INC	Facility Service Agreement (Hvac) For Restaurant #0707	0.00
Red Lobster Hospitality, LLC	DYNEGY ENERGY SERVICES, LLC	Electric Service Agreement Dated 3/28/2023	0.00
Red Lobster Hospitality, LLC	ECOLAB INC	Facility Service Agreement (Hvac) For Restaurant #6391	121,957.07
Red Lobster Sourcing LLC	ECOLAB INC	Amendment No. 2 To Product And Services Supply Agreement Dated 12/01/2022	0.00
Red Lobster Sourcing LLC	ECOLAB INC	Amendment To Product And Services Supply Agreement Dated 06/01/2020	0.00
Red Lobster Sourcing LLC	ECOLAB INC	Product And Services Supply Agreement Dated 03/31/2016	0.00
Red Lobster Sourcing LLC	Ecolab Past	Pest Elimination Services Agreement Dated 4/1/2024	0.00
Red Lobster Restaurants LLC	EDF ENERGY SERVICES, LLC	Master Retail Electricity Sales Agreement Dated 9/29/2021	0.00
Red Lobster Hospitality, LLC	EEC ACQUISITION LLC	General Services Agreement	0.00
Red Lobster Restaurants LLC	EEC ACQUISITION LLC	Facility Service Agreement (Hvac) For Restaurant #0398	1,180.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Pricing Agreement Dated 9/30/2021	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Pricing Agreement Dated 9/30/2021	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Customer Supply Agreement Dated 9/30/2021	0.00
Red Lobster Hospitality, LLC	ENERGY HARBOR LLC	Pricing Agreement Dated 9/30/2021	0.00
Red Lobster Restaurants LLC	ENERGY MAINTENANCE AND MANAGEMENT INC	General Services Agreement	0.00
Red Lobster Restaurants LLC	ERISA SERVICES OF GEORGIA	GA 10832-001 Service Agreement	0.00
Red Lobster Restaurants LLC	ERISA SERVICES OF GEORGIA	GA 10832-003 Service Agreement	0.00
Red Lobster Restaurants LLC	EyesMed Vision Care, LLC	Vision Plan Dated 11/20/2021	0.00
Red Lobster Canada, Inc.	FIRST DATA CANADA LTD.	Merchant Processing Agreement Dated 03/02/2015	0.00
Red Lobster Canada, Inc.	FIRST DATA CANADA LTD.	Amendment No. 1 To The Merchant Processing Agreement Dated 11/18/2021	0.00
Red Lobster Hospitality, LLC	ETHAUS, INC D/B/A HTE OFFICE	Restaurant #29 Temporary Parking Agreement Dated 2/1/2023	0.00
Red Lobster Hospitality, LLC	Ely by Wings	Vendor Agreement	0.00
Red Lobster Hospitality, LLC	Ely by Wings	Vendor Agreement	0.00
Red Lobster Restaurants LLC	GAS SOUTH, LLC	Agreement For Natural Gas Sales Dated 1/1/2021	0.00

As described in the Debtors' September 3, 2024 Status Report Regarding Cure Objection [ECF No. 1105], the Parties need additional time to resolve the counterparty's cure objection

REDLOBSTER
Assumed Inventory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Canada, Inc.	GLOBAL CORE SOFTWARE, A TRADENAME OF GRANITE COMPLETE SOLUTIONS, LLC	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Distribution Agreement Dated 05/22/2009	0.00

Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Distribution Agreement Dated 09/01/2017	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Second Amendment To Distribution Agreement Dated 05/31/2016	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Amendment 3 To Distribution Agreement Dated 12/01/2021	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Distribution Agreement Dated 12/03/2017	0.00
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Amendment Number 4 To Distribution Agreement Dated 05/28/2023	
Red Lobster Supply LLC	GORDON FOOD SERVICE CANADA LTD	Indemnification Agreement Dated 12/19/2023	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Amendment Number 1 To Fresh Distribution Agreement Dated 05/28/2023	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Amendment Number 4 To Distribution Agreement Dated 05/28/2023	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA LTD	Fresh Distribution Agreement Dated 11/01/2018	
Red Lobster Canada, Inc.	GORDON FOOD SERVICE CANADA, INC.	First Amendment To Distribution Agreement Dated 01/30/2014	0.00
Red Lobster Hospitality, LLC	GRAND RAPIDS ENERGY	Gas Service Agreement Dated 5/1/2023	0.00
Red Lobster Hospitality, LLC	GROW PRO LLC	Facility Service Agreement (Landscape) For Restaurant #0613	14,843.23
Red Lobster Hospitality, LLC	GROW PRO LLC	Facility Service Agreement (Landscape) For Restaurant #0589	
Red Lobster Restaurants LLC	HILFER LLC	Facility Service Agreement (Hvac) For Restaurant #0635	1,093.00
Red Lobster Canada, Inc.	HP CANADA CO.	Print Services Schedule Dated 01/08/2016	0.00
Red Lobster Canada, Inc.	HP CANADA CO.	Print Services Schedule Dated 12/07/2015	0.00
Red Lobster Canada, Inc.	INCOMM CANADA	Product Provider Master Agreement Dated 09/23/2015	0.00
Red Lobster Canada, Inc.	INKAS® SECURITY SERVICES LTD	Service Agreement Dated 09/28/2017	0.00
Red Lobster Canada, Inc.	INKAS® SECURITY SERVICES LTD	Service Agreement Dated 07/04/2017	0.00
Red Lobster Canada, Inc.	INKAS® SECURITY SERVICES LTD	Service Agreement Dated 09/28/2017	0.00
Red Lobster Hospitality, LLC	INTERCONN RESOURCES, LLC	Natural Gas Service Agreement Dated 03/13/2023	0.00
Red Lobster Hospitality, LLC	INTERFACE SECURITY SYSTEMS LLC	General Services Agreement	0.00
Red Lobster Hospitality, LLC	INTERSTATE GAS SUPPLY, INC	General Transportation Service Contract Dated 5/10/2022	
Red Lobster Hospitality, LLC	INTERSTATE GAS SUPPLY, INC	Natural Gas Purchase Agreement Dated 8/1/2023	0.00
Red Lobster Restaurants LLC	INTERSTATE GAS SUPPLY, INC	Natural Gas Purchase Contract Dated 6/30/2022	
Red Lobster Canada, Inc.	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	8,383.32
Red Lobster Canada, Inc.	IRON MOUNTAIN SECURE SHREDDING CANADA, INC.	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	0.00
Red Lobster Hospitality, LLC	JBL SERVICES LLC	Facility Service Agreement (Snow) For Restaurant #0487	2,673.10
Red Lobster Hospitality, LLC	JOHNATHAN PANTER	Facility Service Agreement (Landscape) For Restaurant #0508	6,077.63
Red Lobster Hospitality, LLC	JOSSART INC	Facility Service Agreement (Landscape) For Restaurant #0487	2,164.00
Red Lobster Hospitality, LLC	JRS PLUMBING AND DRAIN	General Services Agreement	2,738.80
Red Lobster Canada, Inc.	JustEat	Vendor Agreement	0.00
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	General Services Agreement	
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	Facility Service Agreement (Hvac) For Restaurant #0240	
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	Facility Service Agreement (Hvac) For Restaurant #0195	38,703.53
Red Lobster Restaurants LLC	K & D FACTORY SERVICE INC	Facility Service Agreement (Hvac) For Restaurant #0420	
Red Lobster Restaurants LLC	KAUTZ CONSTRUCTION COMPANY	General Services Agreement	22,048.19
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	Fourth Amendment To Distribution Agreement Dated 10/01/2022	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PEG CUSTOMIZED DISTRIBUTION	Distribution Agreement Dated 01/01/2023	36,030.91
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC.	Distribution Agreement Dated 05/03/2016	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC.	Distribution Agreement Dated 05/03/2016	0.00
Red Lobster Sourcing LLC	DBA PFG CUSTOMIZED DISTRIBUTIO	Distribution Agreement Dated 05/03/2016	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PEG CUSTOMIZED DISTRIBUTION	Third Amendment To Distribution Agreement Dated 08/01/2022	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	First Amendment To Distribution Agreement Dated 06/30/2021	
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	Second Amendment To Distribution Agreement Dated 02/01/2022	0.00
Red Lobster Sourcing LLC	KENNETH O. LESTER COMPANY, INC. D/B/A PFG CUSTOMIZED DISTRIBUTION	Third Amendment To Distribution Agreement Dated 08/01/2022	
Red Lobster Sourcing LLC	KOCH FOODS	Supply Agreement	0.00
Red Lobster Hospitality, LLC	KORE WIRELESS INC.	Order Form Dated 04/05/2023	0.00
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC	Supply Agreement Dated 11/01/2023	0.00
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC.	General Terms And Conditions Dated 09/16/2019	
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC.	Supply Agreement Dated 01/11/2023	0.00
Red Lobster Sourcing LLC	LAMB WESTON SALES, INC.	General Terms And Conditions Dated 09/23/2019	
Red Lobster Hospitality, LLC	LOS ANGELES PLUMBING & BACKFLOW TESTING INC	General Services Agreement	5,200.33
Red Lobster Sourcing LLC	LOJIT INTERMEDIATE HOLDINGS, INC DBA BEVOLUTION GROUP	General Terms And Conditions	0.00
Red Lobster Hospitality, LLC	MA LANDSCAPE	Facility Service Agreement (Landscape) For Restaurant #0667	
Red Lobster Hospitality, LLC	MA LANDSCAPE	Facility Service Agreement (Landscape) For Restaurant #6320	4,200.00
Red Lobster Hospitality, LLC	MA LANDSCAPE	Facility Service Agreement (Landscape) For Restaurant #6219	
Red Lobster Hospitality, LLC	MACDADE CONSTRUCTION INC	General Services Agreement	0.00
Red Lobster Restaurants LLC	MANSFIELD POWER & GAS	Commercial Gas Sales Agreement Dated 06/30/2022	16,817.03
Red Lobster Restaurants LLC	MARSH MCLENNAN	MMAS Consulting Agreement	0.00
Red Lobster Restaurants LLC	MARSH MCLENNAN	MMAS 3(38) Services Agreement Hourly	0.00
Red Lobster Restaurants LLC	MARSH MCLENNAN	MMAS 3(38) Services Agreement Salary	0.00
Red Lobster Sourcing LLC	MASTERS GALLERY FOODS, INC.	Supply Agreement	0.00
Red Lobster Sourcing LLC	MCCAIN FOODS USA, INC.	General Terms And Conditions Dated 05/30/2023	0.00
Red Lobster Hospitality, LLC	MECHANICAD INC	General Services Agreement	216.50
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-2 Dated 05/01/2015	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Services Agreement Dated 10/24/2014	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-3	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-4	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-5	0.00
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-6	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-7	
Red Lobster Canada, Inc.	MERCER (CANADA) LIMITED	Attachment A-9 Dated 01/01/2023	
Red Lobster Restaurants LLC	MERCER (CANADA) LIMITED	Project Initiation Form Dated 01/13/2013	
Red Lobster Restaurants LLC	MERCER (US) INC	Terms And Conditions Governing Engagement Dated 08/21/2008	0.00
Red Lobster Restaurants LLC	MERCER INVESTMENT CONSULTING INC.	Project Initiation Form Dated 03/19/2023	0.00
Red Lobster Restaurants LLC	MONTGOMERY CROSS RETAIL GROUP, LLC	Restaurant #173 Parking Agreement Dated 11/1/2018	0.00
Red Lobster Hospitality, LLC	MP2 ENERGY NE LLC D/B/A SHELL ENERGY SOLUTIONS LLC	Master Energy Sales Agreement Dated 10/30/2020	53,911.24
Red Lobster Hospitality, LLC	MY TECH TEXAS LLC	General Services Agreement	
Red Lobster Hospitality, LLC	MY TECH TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6256	6,262.03
Red Lobster Restaurants LLC	NOMAD GROUP LLC	General Services Agreement	3,578.95
Red Lobster Restaurants LLC	NRG BUSINESS MARKETING LLC	Commodity Master Agreement Dated 11/04/2021	0.00
Red Lobster Hospitality, LLC	OHIO NATURAL GAS	Gas Service Agreement Dated 04/18/2023	0.00
Red Lobster Sourcing LLC	OS SALES CO, INC.	General Terms And Conditions Dated 10/26/2023	0.00
Red Lobster Hospitality, LLC	OTIS ELEVATOR COMPANY	Service Agreement For Restaurant #6298 Dated 08/11/2023	442.43
Red Lobster Hospitality, LLC	PEGNATO ROOF INTELLIGENCE NETWORK	General Services Agreement	10,982.70
Red Lobster Sourcing LLC	PEPSI COLA ADVERTISING AND MARKETING, INC.	Beverage Sales Agreement Dated 06/08/2020	53,722.52
Red Lobster Sourcing LLC	PEPSICO SALES, INC.	Beverage Sales Agreement Dated 06/08/2020	
Red Lobster Sourcing LLC	PEPSICO SALES, INC.	Amendment #1 Dated 10/27/2023	0.00

RED LOBSTER
Assumed Inventory Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Sourcing LLC	PEPSI COLA ADVERTISING AND MARKETING, INC.	Amendment #1 Dated 10/27/2023	0.00
Red Lobster Restaurants LLC	PIPE PRO INC	General Services Agreement	
Red Lobster Restaurants LLC	PIPE PRO INC	Facility Service Agreement (Hvac) For Restaurant #6258	32,274.64
Red Lobster Restaurants LLC	PIPE PRO INC	Facility Service Agreement (Hvac) For Restaurant #0870	
Red Lobster Sourcing LLC	PLYMOUTH BEEF CO.	General Terms And Conditions Dated 08/26/2020	0.00
Red Lobster Hospitality, LLC	POWER INDUSTRIES INC	Facility Service Agreement (Landscape) For Restaurant #6207	2,100.00
Red Lobster Sourcing LLC	PREMIER PRODUCE CENTRAL FLORIDA, LLC	Consent To Assignment And Assumption Agreement Dated 11/06/2018	0.00
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	General Services Agreement	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #6208	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #0352	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #0019	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #0027	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #0769	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #0696	194,584.87
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #0425	

Red Lobster Hospitality, LLC	PRO AIR MECHANICAL, INC	Facility Service Agreement (Hvac) For Restaurant #6246	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL, INC	Facility Service Agreement (Hvac) For Restaurant #0108	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL, INC	Facility Service Agreement (Hvac) For Restaurant #6340	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL, INC	Facility Service Agreement (Hvac) For Restaurant #0696	
Red Lobster Hospitality, LLC	PRO AIR MECHANICAL, INC	Facility Service Agreement (Hvac) For Restaurant #0257	
Red Lobster Sourcing LLC	PRODOTTI MEDITERRANEI INC.	General Terms And Conditions Dated 01/26/2024	0.00
Red Lobster Hospitality, LLC	PRO-TECH COOLING & HEATING	General Services Agreement	34,946.57
Red Lobster Hospitality, LLC	PRO-TECH COOLING & HEATING	Facility Service Agreement (Hvac) For Restaurant #6236	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	General Services Agreement	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #6211	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #6227	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #0235	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #0265	13,688.06
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #0647	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #0625	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #0557	
Red Lobster Restaurants LLC	QUICK SERVANT COMPANY INC	Facility Service Agreement (Hvac) For Restaurant #0142	
Red Lobster Hospitality, LLC	RDK SERVICES LP DBA COMMERCIAL SERVICES OF SA	Facilities Service Agreement For Restaurant #0314 Dated 09/15/2016	0.00
Red Lobster Of Bel Air, Inc.	RED LOBSTER HOSPITALITY LLC	SUPPLY AGREEMENT DATED 04/01/2024	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Sourcing LLC	RED GOLD LLC	Supply Agreement Dated 03/07/2024	0.00
Red Lobster Sourcing LLC	RED GOLD LLC	General Terms And Conditions Dated 03/07/2024	0.00
Red Lobster Sourcing LLC	RED GOLD LLC	Supply Agreement Dated 03/07/2024	0.00
Red Lobster Hospitality, LLC	RED LOBSTER BEL AIR, INC.	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER BEL AIR, INC.	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Hospitality, LLC	RED LOBSTER KANSAS LLC	Gift Card Program Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER KANSAS LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER KANSAS LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER KANSAS LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER KANSAS LLC	Gift Card Program Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER ASIA, SDN BHD.	Intellectual Property Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER ASIA, SDN BHD.	Agreement For New Intellectual Property Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER BEL AIR, INC.	License Agreement Dated 07/28/2014	0.00
Red Lobster Hospitality, LLC	RED LOBSTER CANADA, INC.	Royalty And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Sourcing LLC	RED LOBSTER CANADA, INC.	Assignment And Assumption Agreement Dated 05/18/2016	0.00
Red Lobster Hospitality, LLC	RED LOBSTER CARES, INC.	Not For Profit Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Canada, Inc.	RED LOBSTER HOSPITALITY LLC	Royalty And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Royalty And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Royalty And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Royalty And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Gift Card Program Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RED LOBSTER RESTAURANTS LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Of Bel Air, Inc.	RED LOBSTER RESTAURANTS LLC	Lease Agreement dated 7/28/2014	
Red Lobster Of Bel Air, Inc.	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Royalty And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Gift Card Program Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Administrative Support Services Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Lease Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Lease Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Canada, Inc.	RED LOBSTER SOURCING LLC	Assignment And Assumption Agreement Dated 05/18/2016	0.00
Red Lobster Restaurants LLC	RED LOBSTER RESTAURANTS LLC	Restaurant #265 Site Access Agreement Dated 4/1/2013	0.00
Red Lobster Sourcing LLC	RESER'S FINE FOODS, INC.	General Terms And Conditions	0.00
Red Lobster Hospitality, LLC	RI Billings	Intercompany Agreement	0.00
Red Lobster Hospitality, LLC	RI KANSAS LLC	Royalty And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RI KANSAS LLC	Royalty And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Hospitality, LLC	RI OF FREDERICK, INC.	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RI OF FREDERICK, INC.	Lease Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RI OF FREDERICK, INC.	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Hospitality, LLC	RI OF IONESBORO, INC.	Employee Management And Services Agreement	0.00
Red Lobster Hospitality, LLC	RI OF IONESBORO, INC.	Lease Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RI SALISBURY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RI SALISBURY LLC	Lease Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	RI SALISBURY LLC	Agency Administrative And Accounting Services And Licensing Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	RLSV, INC.	Royalty And Licensing Agreement Dated 07/28/2014	

Red Lobster Restaurants LLC Assumed Executive Contracts

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Hospitality, LLC	RLSV, INC.	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster Restaurants LLC	RLSV, INC.	Gift Card Program Agreement Dated 07/28/2014	
Red Lobster Restaurants LLC	ROY N WESLEY SR	Facility Service Agreement (Landscape) For Restaurant #6317	2,550.00
Red Lobster Canada, Inc.	Royal Bank of Canada	Financial Services Agreement	0.00
Red Lobster Hospitality, LLC	SAGOLA CONTRACTING INC	General Services Agreement	390.00
Red Lobster Sourcing LLC	SAP AMERICA, INC	Software License Agreement Dated 09/23/2014	0.00
Red Lobster Sourcing LLC	SAVE ON MECHANICAL SERVICES LTD	General Services Agreement	0.00
Red Lobster Sourcing LLC	SEAONUS GOLD STORAGE	Confidential Rates And Services Dated 03/08/2021	0.00
Red Lobster Sourcing LLC	SEAONUS GOLD STORAGE LLC	Confidential Contracted Rates And Services Dated 03/08/2021	0.00
Red Lobster Sourcing LLC	SEAONUS GOLD STORAGE-JACKSONVILLE LLC	First Am Ended And Restated Storage And Handling Agreement Dated 06/01/2023	0.00
Red Lobster Restaurants LLC	Sedwick Claims Management Services, Inc.	Claims Management Services Agreement	0.00
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	General Services Agreement	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0468	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0877	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6332	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6349	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6295	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0416	43,852.48
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0691	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #6308	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0543	
Red Lobster Hospitality, LLC	SERVICE SOLUTIONS OF TEXAS LLC	Facility Service Agreement (Hvac) For Restaurant #0334	
Red Lobster Hospitality, LLC	SHAWNEE MILLING COMPANY CORPORATION	Formulation Agreement Dated 01/31/2024	0.00
Red Lobster Hospitality, LLC	SHEER ENTERPRISES, INC	General Services Agreement	29,639.37
Red Lobster Hospitality, LLC	SHEER ENTERPRISES, INC	Facilities Service Agreement For Restaurant #0179 Dated 07/07/2021	
Red Lobster Hospitality, LLC	SHEER ENTERPRISES, INC	Facility Service Agreement (Hvac) For Restaurant #0348	0.00
Red Lobster Restaurants LLC	SHEER ENTERPRISES, INC	Facilities Service Agreement For Restaurant #0179 Dated 07/07/2021	

Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	General Services Agreement	
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	Facility Service Agreement (Hvac) For Restaurant #6391	40,179.30
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	Facility Service Agreement (Hvac) For Restaurant #0339	
Red Lobster Hospitality, LLC	SILVER STATE REFRIGERATION & HVAC LLC	Facility Service Agreement (Hvac) For Restaurant #6257	
Red Lobster Sourcing LLC	SLADE GORTON & CO. INC.	Tenth Amendment Dated 07/01/2016	0.00
Red Lobster Canada, Inc.	SLADE GORTON & COMPANY INC.	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Restaurants LLC	SMARTEST ENERGY	Service Agreement	0.00
Red Lobster Restaurants LLC	SMARTEST ENERGY US, LLC	Master Sales Agreement Dated 03/28/2023	0.00
Red Lobster Hospitality, LLC	SOLANO MALL	Restaurant #727 Mall Sign Contribution And Maintenance Agreement Dated 12/13/1995	0.00
Red Lobster Hospitality, LLC	SOUTHEAST MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #6369	2,158.04
Red Lobster Hospitality, LLC	STANLEY STEFEMER INTERNATIONAL INC	General Services Agreement	2,193.00
Red Lobster Hospitality, LLC	STAR-WEST SOLANO LLC	Restaurant #727 First Amendment To Advertisement Agreement Dated 7/15/2021	0.00
Red Lobster Restaurants LLC	STEVE DOWE	Facility Service Agreement (Snow) For Restaurant #0393	1,305.00
Red Lobster Sourcing LLC	SUGAR FOODS CORPORATION	General Terms And Conditions	0.00
Red Lobster Canada, Inc.	SUN LIFE ASSURANCE COMPANY OF CANADA	Group Annuity Policy Dated 04/01/2008	
Red Lobster Canada, Inc.	SUN LIFE ASSURANCE COMPANY OF CANADA	Group Annuity Policy Dated 07/28/2014	0.00
Red Lobster Canada, Inc.	SUN LIFE ASSURANCE COMPANY OF CANADA	Service And Fee Agreement Dated 07/28/2014	
Red Lobster Hospitality, LLC	SUPERIOR ALARM, INC.	Facilities Service Agreement For Restaurant #0685 Dated 01/19/2024	0.00
Red Lobster Hospitality, LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 815378 Related To Base Contract / Gas Sales Agreement Dated 07/22/2014	
Red Lobster Hospitality, LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation Dated 12/21/2022 Related To Base Contract Dated 7/29/2014	
Red Lobster Hospitality, LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation Dated 12/7/2023 Related To Base Contract Dated 7/22/2014	
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 859365 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	0.00
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 815396 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 867056 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	
Red Lobster Restaurants LLC	SYMMETRY ENERGY SOLUTIONS, LLC	Transaction Confirmation 803522 Related To Base Contract / Gas Sales Agreement Dated 07/29/2014	
Red Lobster Sourcing LLC	TAMPA MAID FOODS	General Terms And Conditions Dated 06/26/2023	0.00
Red Lobster Sourcing LLC	THE PROCTER & GAMBLE DISTRIBUTING LLC	Supply Agreement Dated 11/16/2023	
Red Lobster Sourcing LLC	THE PROCTER & GAMBLE DISTRIBUTING LLC	General Terms And Conditions Dated 06/13/2023	0.00
Red Lobster Hospitality, LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6209	
Red Lobster Hospitality, LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6278	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	General Services Agreement	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0060	86,999.73
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0605	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6365	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0063	
Red Lobster Restaurants LLC	THE WALDINGER CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6732	
Red Lobster Sourcing LLC	THE WASSERSTROM COMPANY	SUPPLY AGREEMENT DATED 04/01/2024	890,953.30
Red Lobster Sourcing LLC	THE WASSERSTROM COMPANY	Supply Agreement Dated 02/01/2015	531,350.62
Red Lobster Hospitality, LLC	TIGER INC	Transaction Confirmation Dated 6/10/2022 Related To Base Contract 7/16/2014	0.00
Red Lobster Restaurants LLC	TIGER INC	Transaction Confirmation Dated 4/17/2023 Related To Base Contract 7/16/2014	
Red Lobster Canada, Inc.	TRANSALTA ENERGY MARKETING CORP	Retail Electricity Services Agreement Dated 12/6/2023	0.00
Red Lobster Sourcing LLC	TRENTON COLD STORAGE INC	Addendum To Agreement Dated 07/01/2023	0.00
Red Lobster Sourcing LLC	TRULY GOOD FOODS	General Terms And Conditions Dated 01/03/2024	0.00
Red Lobster Hospitality, LLC	TWC SERVICES INC	General Services Agreement	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0479	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0435	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0075	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0730	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0079	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6303	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6220	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6205	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0330	
Red Lobster Hospitality, LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6207	5,768.85
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0365	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0476	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0285	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #6348	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0895	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0620	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0173	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0883	
Red Lobster Restaurants LLC	TWC SERVICES INC	Facility Service Agreement (Hvac) For Restaurant #0045	
Red Lobster Canada, Inc.	TYCO INTEGRATED FIRE & SECURITY CANADA, INC	Statement Of Work Dated 07/01/2021	TBD
Red Lobster Canada, Inc.	TYCO INTEGRATED FIRE & SECURITY CANADA, INC.	Facilities Service Agreement For Restaurant #8184 Dated 04/19/2018	0.00
Red Lobster Canada, Inc.	TYCO INTEGRATED FIRE & SECURITY CANADA, INC. D/B/A JOHNSON CONTROLS	Master Agreement For Security And Fire Life Safety Systems Dated 07/01/2021	0.00
Red Lobster Canada, Inc.	TYCO INTEGRATED SECURITY CANADA,	Master Agreement For Protective Signaling Service Dated 09/12/2014	0.00
Red Lobster Canada, Inc.	UBER PORTIER B.V.	Master Framework Letter Agreement Dated 11/03/2020	0.00
Red Lobster Canada, Inc.	UBER PORTIER CANADA INC.	Amended And Restated Master Framework Letter Agreement Dated 07/01/2021	0.00
Red Lobster Canada, Inc.	UBER TECHNOLOGIES, INC.	Amended And Restated Master Framework Letter Agreement Dated 07/01/2021	0.00
Red Lobster Restaurants LLC	UGI ENERGY SERVICES, LLC	Customer Confirmation Agreement Dated 10/5/2021	
Red Lobster Restaurants LLC	UGI ENERGY SERVICES, LLC	Customer Confirmation Agreement Dated 1/31/2023	0.00

As described in the Debtors' September 3, 2024 Status Report Regarding Cure Objection [ECF No. 1105], the Parties need additional time to resolve the counterparty's cure objection.

Debtor	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Restaurants LLC	UGI ENERGY SERVICES, LLC	Customer Confirmation Agreement Dated 8/1/2023	0.00
Red Lobster Sourcing LLC	UNILEVER FOOD SOLUTIONS	General Terms And Conditions	
Red Lobster Hospitality, LLC	UNITED ENERGY TRADING, LLC	Transaction Confirmation Dated 1/24/2023	0.00
Red Lobster Restaurants LLC	UNITED ENERGY TRADING, LLC	Natural Gas Base Contract Dated 10/6/2021	
Red Lobster Canada, Inc.	UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 401	Memorandum Of Agreement Dated 02/28/2024	0.00
Red Lobster Canada, Inc.	UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A	Collective Agreement Dated 07/06/2022	
Red Lobster Restaurants LLC	UNITED MECHANICAL INC	General Services Agreement	1,147.92
Red Lobster Restaurants LLC	UNITED MECHANICAL INC	Facility Service Agreement (Hvac) For Restaurant #6379	
Red Lobster Hospitality, LLC	UNITED PARCEL SERVICE, INC.	Restaurant #844 Temporary Parking Agreement Dated 10/25/2021	0.00
Red Lobster Restaurants LLC	USA CONSTRUCTION & PROJECT MGMT EXCHANGE LLC	General Services Agreement	8,519.76
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	General Services Agreement	
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0410	
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0663	65,504.15
Red Lobster Hospitality, LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0616	
Red Lobster Restaurants LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #6252	
Red Lobster Restaurants LLC	VAN HOOK SERVICE CO INC	Facility Service Agreement (Hvac) For Restaurant #0445	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	General Services Agreement	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #0070	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #6260	2,327.72
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #0076	
Red Lobster Restaurants LLC	VANCO COMMERCIAL SERVICE LLC	Facility Service Agreement (Hvac) For Restaurant #0585	
Red Lobster Sourcing LLC	VENTURA FOODS, LLC	General Terms And Conditions Dated 01/17/2024	0.00
Red Lobster Hospitality, LLC	WARDEN PROTECTION SERVICES LLC	Security Service Agreement For Restaurant #0696 Dated 10/01/2021	0.00
Red Lobster Hospitality, LLC	WARREN STROMME	Facility Service Agreement (Hvac) For Restaurant #0661	2,938.00
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	General Services Agreement	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0518	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0513	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6270	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0651	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0510	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0525	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0519	90,758.14
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0577	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #6327	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0608	

Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0511	
Red Lobster Hospitality, LLC	WEATHERITE CORPORATION	Facility Service Agreement (Hvac) For Restaurant #0516	
Red Lobster Restaurants, LLC	WGL ENERGY SERVICES, INC.	Firm Gas Confirmation Dated 5/1/2023	0.00
Red Lobster Restaurants, LLC	WGL ENERGY SERVICES, INC.	Purchase And Sales Agreement Dated 5/1/2023	
Red Lobster Hospitality, LLC	WIND RIVER SERVICES, INC.	General Services Agreement	14,164.00
Red Lobster Hospitality, LLC	YOUR MAINTENANCE DEPT INC	General Services Agreement	18,086.37

Assigned Unexpired Leases²

² For the avoidance of doubt, the Unexpired Leases of non-residential real property listed herein shall include any amendments, supplements or modifications thereto and any related agreements.

RED LOBSTER

Assigned Unexpired Leases

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings, LLC	PIEDMONT CNL TOWERS ORLAND LLC	Lease for Corporate Office	0.00

[Assigned Executory Contracts](#)

Red Lobster
Assignment Schedule

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	11 TH HOUR BUSINESS CENTERS LLC DBA 11 TH HOUR BUSINESS SOLUTION	Services Agreement	\$0.00
Red Lobster Management LLC	RL Investor Holdings LLC	1300-GOT-JUNK	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	22SQUARED INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	2478 W ABASH CHI LLC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	3ENTER ACTIVE CORP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	3CSTUDIOS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	3F CONSULTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	4 CORNER RESOURCES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	4 Corners Resources LLC	Red Lobster Services Agreement dated as of October 11, 2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SNINE SOFTWARE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WARNOLD MOVING COMPANY D.B.A A ARNOLD WORLD CLASS RELOCATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A B CLOSING CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	A CLOSER-LOOK LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AAE TELEVISION NETWORKS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AAO REALTY PARTNERS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AAJ GARDNY	Facilities Service Agreement Dated 08/22/2007	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AAJ COMPUTER SERVICES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AARON GORDON	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABBY USA SOFTWARE HOUSE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABC GROUP USA LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABISHFX SUNDARAJ	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ABSOLUTE SOFTWARE CORPORATION	Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACCERTIFY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACCURATE BACKGROUND LLC	Services Agreement	8,386.60
Red Lobster Management LLC	RL Investor Holdings LLC	ACCURATE BACKGROUND, LLC	End User Agreement Dated 9/30/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACE AMERICAN INSURANCE COMPANY	Insurance Policy (Property) Policy Number Cx 095041413 001	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACE INSIGHTS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 13 Dated 12/11/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum No. 01 Dated 04/14/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 10 Dated 03/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 13 Dated 12/28/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum No. 02 To Service Masters Agreement Dated 07/29/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum No. 04 To Agreement No. D-349 Dated 06/30/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum No. 6 To Application Services Master Agreement No. D-349 Dated 02/02/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum No. 9 To Application Services Master Agreement No. D-349 Dated 05/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 10 Dated 03/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 8 To The Application Services Master Agreement No. D-349 Dated 04/14/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 01 To The Act Application Services Master Agreement No. D-349 Dated 07/29/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 1 To Master Agreement No. D-349 Dated 07/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 2 To Master Agreement No. D-349 Dated 05/05/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 3 To Master Agreement No. D-349 Dated 12/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 4 To Master Agreement No. D-349 Dated 03/31/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 11 To Application Services Master Agreement No. D-299 Dated 05/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Schedule 1 To Application Services Master Agreement No. D-348 Dated 03/31/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Schedule 2 To Application Services Master Agreement No. D349 Dated 03/31/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Schedule 3 To Application Services Master Agreement No. D-349 Dated 03/31/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 02 To Schedule 1 To The Application Services Master Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Amendment 03 To Schedule 1 To The Application Services Master Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 7 To Application Services Master Agreement No. D-349 Dated 03/10/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 11 To The Application Services Master Agreement No. D-349 Dated 07/23/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 14 To The Application Services Master Agreement No. D-349 Dated 09/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum 8 To The Application Services Master Agreement No. D-349	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Application Services Master Agreement No. D-349 Dated 03/31/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACT WORLDWIDE CORP	Addendum No. 4 To Master Service Agreement Dated 10/11/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ACTIVE IDENTITY MANAGEMENT INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPO PROFESSIONAL SOLUTIONS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	AdPhe Sales Order Dated 11/24/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 06/09/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 09/02/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 08/26/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 1/14/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 12/21/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 03/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 07/21/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 08/28/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 1/16/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADPHE INC	Sales Order Dated 1/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP INC	Fourth Amendment To Global Master Services Agreement Dated 03/22/2023	5,611.29
Red Lobster Management LLC	RL Investor Holdings LLC	ADP INC	Third Amendment To Global Master Services Agreement Dated 10/13/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP LLC	Global Master Services Agreement Dated 03/24/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP LLC	Second Amendment To Global Master Services Agreement Dated 08/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP LLC	First Amendment To Global Master Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADP LLC	Second Amendment To Global Master Services Agreement Dated 08/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADVERTISE COMMUNICATIONS, INC. DBA MACGY'S MARKETING	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADVERTISING	Benefits Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ADFAH SHAIK	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AFCO CREDIT CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIG Insurance Company of Canada	Basic Add'd Group Insurance Contract Dated 7/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-20905 Dated 04/29/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-18820 Dated 11/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-19484 Dated 01/20/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-23325 Dated 09/15/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-18341 Dated 12/09/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-28324 Dated 07/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-15851 Dated 05/20/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-14498 Dated 05/26/2021	96,282.23
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-17878 Dated 10/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-27659 Dated 06/12/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-22343 Dated 09/19/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-22345 Dated 09/14/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Order Form Number: Q-25223 Dated 01/18/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AIRSHIP GROUP INC	Sales Order Dated 10/06/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALASKA SEAFOOD MARKETING INSTITUTE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALIGHT SOLUTIONS LLC	Master Service Agreement Dated 2/23/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALLIED WORLD INSURANCE COMPANY	Insurance Policy (First Excess Cyber) Policy Number 0311-5731	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ALSCD INC	Master Service Agreement	69,441.68
Red Lobster Management LLC	RL Investor Holdings LLC	ALTERITY GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMARANTA MARTINEZ	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMAZON.COM	Services Agreement	10,333.44
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN GUARANTEE AND LIABILITY	Insurance Policy (First Excess Liability) Policy Number AEC-628199-02	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN INTERNATIONAL REINSURANCE COMPANY LTD	Insurance Policy (First Excess Employment Practices) Policy Number 16153196	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Amn Services for Internal Numbers	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN SOCIETY FOR TRAINING AND DEVELOPMENT INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERICAN WASTE CONTROL INC.	Compactor Agreement For Restaurant #09191 Dated 09/30/2004	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AMERIPHISE TRUST COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANALYTICS ACCELERATORS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANALYTICS QUOTIENT SERVICES INDIA PVT LTD	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANDREW JOHN MANH	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANT BRAINS CORPORATION	IT Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANTEE OPE VALLEY SHOP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ANYBILL	Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Amendment 1 To The Service Agreement, Dated 08/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Amendment 2 To The Service Agreement Dated 09/05/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Exhibit A To The Agreement Dated 02/02/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Exhibit B To The Agreement Dated 08/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Exhibit A To The Agreement Dated 02/16/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Services Agreement And Statement Of Work Dated 05/13/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Attachment To H Services Agreement- Attachment A 11 Statement Of Work Dated 02/13/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Attachment To I Services Agreement Attachment A 16 Statement Of Work Dated 09/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Statement Of Work 15 Dated 09/05/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Attachment To H Services Agreement Attachment A 18 Statement Of Work Dated 09/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Attachment To H Services Agreement - Attachment A-3 Statement Of Work Dated 03/18/2019	0.00

Red Lobster
Assignment/Security Contract

Debtor	Assignee	Counterpart	Description of Assignment	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS LLC	Attachment To H Services Agreement- Attachment A-5 Statement Of Work Dated 07/19/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	Attachment To H Services Agreement Attachment A-7 Statement Of Work Dated 09/11/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	Exhibit A To The Agreement Dated 06/27/2017	73,260.00
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 02/01/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 04/03/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 08/21/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 09/18/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 09/25/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 09/27/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 10/10/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 10/17/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 02/22/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 07/25/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 11/11/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	APEX SYSTEMS, LLC	H Services Agreement Dated 08/28/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	APIAN STRATEGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APIS BUSINESS INTELLIGENCE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APP SOC INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APPE STUDIOS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APPLIED PREDICTIVE TECHNOLOGIES, INC.	IT Contract	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	APPS ASSOCIATES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARCH INSURANCE COMPANY	Insurance Policy (Arch Essential Excess Policy) Policy Number Abk1000391-00	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARCHWAY MARKETING SERVICES INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Arm	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARLENE HARD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ARAMARK/ Vesta	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASSET MANAGEMENT TECHNOLOGIES (AKA MRI)	Master Order Form Agreement Dated 12/30/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASSET MANAGEMENT TECHNOLOGIES INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE INC.	Customer Order Dated 07/2/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Master Agreement Dated 07/20/2024	
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 02/09/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 08/03/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 03/03/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	ASTUTE, INC.	Customer Order Dated 05/1/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	ATHLETIC GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATLANTIC LOGISTICS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATLAS VAN LINES INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATOM TECH, INC.	Master Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ATOM TECH, INC.	Statement of Work	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUDIO VISUAL INNOVATIONS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AVAGE OF INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUTHO, INC.	Sales Order Dated 10/13/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	AUTHO, INC.	Sales Order Dated 06/25/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AUTHO, INC.	Identify Management Platform Subscription Agreement Dated 06/25/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	AUTOMATED DATA PROCESSING TECHNICIANS INC.	Master Service Agreement	267.55
Red Lobster Management LLC	RL Investor Holdings LLC	AUTOMON, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AVANADE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Avtech	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AWX	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXAXL - PROFESSIONAL INSURANCE	Insurance Policy (Excess Directors And Officers Liability - Run Off Policy) Policy Number Flu 196981-24	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXAXL - PROFESSIONAL INSURANCE	Insurance Policy (Excess Directors And Officers Liability) Policy Number Flu 196981-24	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXIS EXCESS INSURANCE	Insurance Policy (Second Excess Cyber) Policy Number P-001-001294526-01	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXIS INSURANCE COMPANY	Insurance Policy (Second Excess Directors And Officers Liability) Policy Number P-001-000411104-03	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	AXONIOUS, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	License Agreement Dated 7/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BALANCED PANTRY, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	The Master Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	The Premium Gift Card Processing Agreement Dated 10/15/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 12 Emv Addendum - User Acceptance And Regression Testing Dated 05/17/2019	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 4 Emv Addendum - User Acceptance And Regression Testing Dated 02/27/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 5 Of The Master Services Agreement Dated 03/09/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 7 Of The Master Services Agreement Dated 11/29/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 1 Of The Master Services Agreement Dated 04/07/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 3 Emv Addendum - User Acceptance And Regression Testing Dated 05/25/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 6 To The Master Services Agreement Dated 07/06/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 8 Of The Master Services Agreement Dated 04/25/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 10 Of The Master Services Agreement Dated 11/05/2018	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Statement Of Work No. 1 User Acceptance And Regression Testing Dated 02/17/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Master Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Premium Gift Card Processing Agreement Dated 07/28/2014	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 2 Data File Manager Addendum To Master Services Agreement Dated 06/30/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 4 Emv Addendum - User Acceptance And Regression Testing Dated 02/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA	Amendment No. 5 Of The Master Services Agreement Dated 03/09/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA MERCHANT SERVICES, LLC	Amendment No. 2 Data File Manager Addendum To Master Services Agreement Dated 06/30/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Amendment No. 12 Emv Addendum - User Acceptance And Regression Testing Dated 05/17/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Amendment No. 3 Emv Addendum - User Acceptance And Regression Testing Dated 05/25/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Master Services Agreement Dated 08/22/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, N.A.	Amendment No. 11 Of The Master Services Agreement Dated 11/29/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Amendment No. 6 To The Master Services Agreement Dated 07/06/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Amendment No. 8 Of The Master Services Agreement Dated 04/25/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Amendment No. 10 Of The Master Services Agreement Dated 11/05/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Statement Of Work No. 1 User Acceptance And Regression Testing Dated 02/17/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BANK OF AMERICA, NA	Advertising Agency Services Agreement Dated 07/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BCD M&I LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BCD TRAVEL USA LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEACON HILLS STAFFING GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEAULTHE DAY PRODUCTIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BELL CANADA	Master Service Agreement	190.23
Red Lobster Management LLC	RL Investor Holdings LLC	BENEFITTED, LLC	Professional Services Agreement - Program Summary Dated 09/08/2022	278.87
Red Lobster Management LLC	RL Investor Holdings LLC	BENJAMIN M JOHNSON LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BENTON STOUT	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEVA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BEYONDRUST SOFTWARE INC.	H Services Agreement Dated 06/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BFT ENTERTAINMENT, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BILLIE NARDOZZI	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKBOW INTELIGENCE	Order Form Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLACK HILLS INFORMATION SECURITY LLC	H Services Agreement Dated 02/19/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKBOARD INC. (AKA BBONIE)	Master Service Agreement	0.00
RL SV, Inc.	RL SV II LLC	BLACKHAWK ENGAGEMENT SOLUTIONS	Merchant Agreement Dated 01/23/2018	325.63
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKHAWK NETWORK INC	Services Agreement	35,764.03
Red Lobster Management LLC	RL Investor Holdings LLC	BLACKSHAWK US	US Card Participation Agreement Dated 10/10/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLUNSTER INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLOOMBERG INDUSTRY GROUP INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLUE CROSS AND BLUE SHIELD OF FLORIDA INC.	Administrative Services Agreement Dated 01/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Blue Shock	Executive Search Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLUE WAVE RESOURCE PARTNERS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BLUM	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BOILER & PROPERTY CONSULTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BOJORD ORANGE COMPANY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BOYS & GIRLS CLUB OF FARMINGTON	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAND SYSTEMS INC.	IT Contract	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAND MILLOY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRASK ENTERPRISES, INC.	Computer Agreement For Restaurant #0453 Dated 05/01/2009	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAVE SOFT TECH INC.	H Services Agreement Dated 01/25/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRAVE SOFT TECH INC.	Attachment A-1: Statement Of Work Dated 01/25/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	BRIGHT ROAD PRODUCTIONS, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRIGHTHOUSE NETWORKS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS, INCORPORATED	Amendment To Services Agreement Dated 08/01/2012	767.76
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS CANADA LIMITED	Acquisition Agreement Dated 08/08/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS CANADA LIMITED/BRINKS CANADA	Order 2 Dated 09/12/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS	Services Agreement Dated 11/13/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS U.S.	Services Agreement Dated 08/01/2009	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRINKS U.S.	Services Agreement Dated 11/13/2014 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BRONIE ASSOCIATES, INC.	Master Service Agreement	0.00

Red Lobster
Assignment/Security Contract

Debtor	Assignee	Counterpart	Description of Assignment	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	BUDGET TRUCK RENTAL LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BULLETTIN INTELLIGENCE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUSINESS EXPRESS COURIER SERVICES INC.	Services Agreement	517.29
Red Lobster Management LLC	RL Investor Holdings LLC	BUSINESS FOR SOCIAL RESPONSIBILITY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUYATAB ONLINE INC.	Master Service Agreement	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	BUYER ADVERTISING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BUYER ADVERTISING, INC.	IT Services Agreement October 9, 2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	C&S PRESS, INC.	Services Agreement Dated 02/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	C3	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CAMERON HENDERSON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARD CONCEPTS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARDFREE, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARDLYTICS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CAREER ARC GROUP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CARIBBEAN SUSTAINABLE FISHERIES USA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CASHSTAR INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CASTLES TECHNOLOGY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CATAPULT SYSTEMS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CBRE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CBS TELEVISION STUDIOS	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CCH A WOLTERS KLUWER BUSINESS	Services Agreement Dated 07/16/2021	0.00
Red Lobster International Holdings, LLC	RL International Holdings LLC	Celux Holdings Limited	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRAL FLORIDA COPY CTR	Services Agreement	512.50
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRAL FLORIDA PRESS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRIC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRIC ACTUARIAL SOLUTIONS, LLC	Services Agreement Dated 01/21/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CENTRIXLINK DBA LUMEN TECHNOLOGIES	Master Service Agreement	55,589.50
Red Lobster Management LLC	RL Investor Holdings LLC	CEENA SOLUTIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHAD BYERLY PHOTOGRAPHY	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHAIN BRANDS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHANCEY'S TOWING	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHARGEPOINT INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Charter	Services Agreement	283.07
Red Lobster Management LLC	RL Investor Holdings LLC	CHASE PAYMENTECH	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHECK THE GATE PRODUCTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHESBROUGH FACTORY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHIEFTEL.COM	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CHIQUEL.COM (NKA AND SEE OUTMATCH)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CIC PLUS, INC.	Services Agreement Dated 01/09/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CINGULAR AT&T	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CINTRA CORPORATION NO.2	Master Service Agreement	346.11
Red Lobster Management LLC	RL Investor Holdings LLC	CISION (USA) PUBLISHING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CITRUS SPRINGS GROUP LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLARITY CONSULTING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLASS ACTION CAPITAL RECOVERY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLIFFORD ARSON ALLEN	Services Agreement Dated 04/04/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CLIFFORD ARSON ALLEN LLP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CM SYSTEMS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CMS PAYMENTS INTELLIGENCE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CNL PLAZA LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COBBLESTONE CAPITAL LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COGNOSTA, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLLABERA, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLLEGE OF ENGINEERING AND COMPUTER SCIENCE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONCEPTUARY DESIGN PROGRA	INTERDISCIPLINARY DESIGN PROGRA	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLUMBIA CASUALTY COMPANY	Insurance Policy (Property) Policy Number Rmp 7015019490	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COLUMBIA CASUALTY COMPANY	Insurance Policy (Cyber) Policy Number 596488028	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMBINED RESOURCE SOLUTIONS, INC./CREATIVE	Exit Interview Services Agreements	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	First Amendment Dated 09/15/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 2 Dated 02/25/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 1 Dated 01/29/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 3 Dated 06/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 4 Dated 12/13/2021	89,542.31
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 6 Dated 05/17/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 5 Dated 02/22/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Amendment No. 7 Dated 06/14/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Managed Services Dated 04/11/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	Managed Services Dated 10/12/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE-MANAGED SERVICES	Master Services Agreement Dated 03/29/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE SERVICES	Sales Order Form Dated 06/15/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE SERVICES	Sales Order Form Dated 08/10/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMCAST ENTERPRISE SERVICES	Sales Order Form Dated 04/18/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMMONWORKS INVESTMENT HOLDING COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMMER BEVERAGE CONSULTING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPTTRACK, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUSYCH CORPORATION	Administrative Services Agreement Dated 01/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUSYCH CORPORATION	Business Associate Agreement Dated 01/05/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPTON SYSTEMS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUSENSE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPUTER AID, INC. (CAI)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMPLWARE HOLDING CORP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COMVOX SYSTEMS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONCEPTA TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONNECTRIA CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONNOR CODDINGTON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONQUEST TECHNOLOGY SERVICES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONSOLIDATED CATFISH PRODUCER LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONSULTANT CONTACT	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONSTELLATION (ENERGY)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL AMERICAN INSURANCE COMPANY	Master Application For Group Accidental Injury Dated 01/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL AMERICAN INSURANCE COMPANY	Master Application For Group Critical Illness Insurance Dated 01/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL AMERICAN INSURANCE COMPANY	Group Master Application Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL INSURANCE	Insurance Policy (Lead Umbrella) Policy Number 7036157702	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	License Agreement Dated 09/13/2012	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	Second Amendment To The License Agreement Dated 12/16/2013	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	First Amendment To The License Agreement Dated 02/27/2013	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	License Agreement Dated 09/13/2012	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTINENTAL MILLS, INC.	Master Intellectual Property License Agreement Dated 08/05/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONTRAST SECURITY, INC.	End User Terms Of Service Dated 05/14/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CONVERSANT LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COOPERATIVE PURCHASING GROUP LLC	Master Service Agreement	2,500.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Order Form Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Master Agreement Dated 05/23/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Order Form Dated 09/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Statement Of Work No. 3 Dated 09/22/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORNERSTONE ONDEMAND, INC.	Statement Of Work Dated 08/11/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CORPORATE OPERATIONS INTERNATIONAL, INC.	Insurance Policy (Lead Umbrella) Policy Number 7036157702	128.00
Red Lobster Management LLC	RL Investor Holdings LLC	COVINGLOR & BUFLING LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	COX COMMUNICATIONS LAS VEGAS, INC.	Telecommunications Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Cradpoint, Inc.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Cradpoint, Inc.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CREATIVEMIRCLE, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CREATIVE FINANCIAL STAFFING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CREATIVE RESTAURANT SOLUTIONS INC	Services Agreement	727.00
Red Lobster Management LLC	RL Investor Holdings LLC	CROWDLY, INC.	IT Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CROWDTAP, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Crown Castle Fiber	Vendor Agreement	0.00

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	CRYSTAL KENDALL DBA KENDALL	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CT CORPORATION SYSTEM	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CT SOLUTIONS GROUP INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CULINAIRE STAFFING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CULINARY CONCEPTS GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CUMULUS BROADCASTING, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CURION LLC	Master Service Agreement	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	CURLEY & PYNN PUBLIC RELATIONS MANAGEMENT INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVENT INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	CYLANCE INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DARDEN CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DARDEN CORPORATION	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DASH 24/7 LLC	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DARIO PIGNATELLI PHOTOGRAPHY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATABANK IMX LLC	Services Agreement Dated 01/16/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATACETTE COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATASSENTIAL INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATASSENTIAL INC.	Subscription Agreement Dated 10/17/2021 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DATATRANS LTD	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAVACO INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAVID DOBBS ENTERPRISES INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAVID HIGGINS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DAYM GOOD ENTERTAINMENT INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DB ADVISOR LLC	Services Agreement Dated 12/07/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DB PERFORMANCE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DC COLLECTIVE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DCM STAFFING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DDM PICTURES INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEBORAH HARBIN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEEPWATCH INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Delicias Orange	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DELOITTE & TOUCHE LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DELOITTE & TOUCHE LLP	Engagement Letter Dated 04/10/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Delta Dental	Benefits Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEMISTO INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEPENDABLE AUTO SHIPPERS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DESTINATION NASHVILLE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DESTINATION TEXAS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEX IMAGING, INC.	IT Services Agreement Dated 01/29/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DEX IMAGING, INC.	Statement Of Work A-I Dated 01/29/2021	3,262.35
Red Lobster Management LLC	RL Investor Holdings LLC	DIANA MARIE SHINN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIFTRIC LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECT SOURCE SEAFOOD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTIONS RESEARCH INC.	Master Service Agreement	24,860.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTIONS RESEARCH INC.	Professional Services Agreement Dated 07/09/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTV, LLC	Commercial Viewing Agreement Dated 06/30/2013	26,749.48
Red Lobster Management LLC	RL Investor Holdings LLC	DIRECTV, LLC	Commercial Viewing Agreement Dated 04/02/2012	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DISCOVER PRODUCTS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DISCOVERY COMMUNICATIONS, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIVERSEY, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DIVERSIFIED COMMUNICATIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DMX LLC	Master Service Agreement	112,905.82
Red Lobster Management LLC	RL Investor Holdings LLC	DOCKUSIGN, INC.	Order Form Dated 12/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCKUSIGN, INC.	Order Form Dated 11/15/2011	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCKUSIGN, INC.	Order Form Dated 12/17/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCKUSIGN, INC.	Order Form Dated 12/02/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCKUSIGN, INC.	Order Form Dated 12/27/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOCKUSIGN, INC.	Order Form Dated 12/27/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOIT INTERNATIONAL LTD.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DONNELLY COMMUNICATIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 6 To DoorDash Agreement Dated 10/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 8 To The Delivery & Promotion Agreement Dated 03/26/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 3 To Delivery & Promotion Agreement Dated 11/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Delivery And Promotion Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 2 To Delivery And Promotion Agreement Dated 12/17/2020	1,057,204.41
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Electronic Record Of Contracts Dated 10/21/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 3 To Delivery And Promotion Agreement Dated 09/28/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Amendment No. 4 To Delivery And Promotion Agreement Dated 09/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOOR DASH INC.	Delivery & Promotion Agreement Dated 01/11/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOUBLE TEAST LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DOWNTOWN DISCOUNT PRODUCE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DR PEPPER SEVEN UP, INC.	Fountain Agreement Dated 06/30/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DR PEPPER SEVEN UP, INC.	Fontaine Support Agreement Dated 01/23/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DRESS THE DRINK, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DRIVEN ACQUISITION INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DRMG MEDIA LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DUFF & PHELPS HOLDINGS CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DYNAR ARAMOR-D INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DYNATA LLC	IT Services Agreement Dated 10/30/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	DYNATA LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Dynatrace LLC	Master License and Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EAN SERVICES LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EAN SERVICES LLC	Global Corporate Services Dated 01/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EBIORITY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Echone	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA INC.	Total Energy & Sustainability Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA INC.	Total Energy & Sustainability Service Agreement Dated 07/28/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA INC.	Total Energy & Sustainability Service Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ECOVA INC.	Amendment No. 1 To Total Energy & Sustainability Service Agreement Dated 07/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EDGEWATER TECHNOLOGY ZERO2TEN INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EDGEWOOD PARTNERS INSURANCE CENTER	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EGODITOR (GMH)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EIS ENGISYS & GRANDJEAN SOFTWARE SA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH INC.	Master Customer Agreement Dated 08/30/2019	30,979.64
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH INC.	Order Form Dated 05/27/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH INC.	Order Form Dated 09/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH INC.	Order Form Dated 01/17/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELASTICSEARCH INC.	Subscription Addendum Dated 08/30/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELARNINGFORCE CORP. LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ELECTRO WATCHMAN, INC.	Monitoring Agreement Dated 09/19/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMAD MARWAN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMBARCADERO TECHNOLOGIES, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMVIA, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLIF INC.	Sales Order Dated 07/26/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLIF INC.	Fixed Priced Engagement Dated 07/27/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLOYMENTGROUP INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EMPLOYMENTGROUP INC.	Master Services Agreement Dated October 18, 2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENVI CYBER SECURITY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENDURANCE ASSURANCE CORPORATION	Insurance Policy (Directors And Officers Difference In Conditions Liability) Policy Number Adl005288900	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENGI	Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENLIVEN, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FLEET MANAGEMENT, INC.	Master Equity Lease Agreement Dated 08/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FLEET MANAGEMENT, INC.	Statement Of Policy And Procedures Dated 07/16/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FM TRUST	Master Equity Lease Agreement Dated 08/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENTERPRISE FM TRUST	Master Equity Lease Agreement Dated 08/14/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ENVIRONMENTAL HEALTH TESTING LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPAX SYSTEMS, INC.	Contractor Agreement For Restaurant #0186 Dated 02/23/2006	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPB Fiber	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPLUS TECHNOLOGY	IT Services Agreement Dated 05/24/2023	496.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPLUS TECHNOLOGY, INC.	Letter Agreement Dated 05/24/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPLUS TECHNOLOGY, INC.	Letter Agreement Dated 12/22/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPSILON DATA MANAGEMENT, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPSON AMERICA, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPURPAX WORKFORCE SOLUTIONS LLC	Universal Service Agreement Dated April 1, 2024 And All Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPURPAX WORKFORCE SOLUTIONS LLC	Universal Service Agreement Dated July 1, 2014 And All Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EPURPAX WORKFORCE SOLUTIONS LLC	Services Agreement Dated 04/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 12/10/2014	0.00

RED LOBSTER

Assigned Executor Contracts

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 01/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Global Terms And Conditions Dated 12/10/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 11/04/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQUINIX LLC	Sales Order Dated 11/28/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ERNST & YOUNG	Services Agreement Dated 11/06/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ERNST & YOUNG LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EQD MANAGEMENT CONSULTANTS INC.	IT Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVANX LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVENTURES UNLIMITED INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	EVEREST INDEMNITY INSURANCE COMPANY	Insurance Policy (Property) Policy Number Rps6000227-231	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	HIZZONER, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HW EXCLUSIVE SEARCH LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HODGES-MACE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HOTEL APPRAISALS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HOWROYD WRIGHT EMPLOYMENT AGENCY INC (DBA ART F ONE)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HRMALL INC (AFFILIATE OF IQ BACKOFFICE)	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Employer Enrollment Agreement Dated 01/17/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Health Plan	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Business Associate Addendum Dated 12/20/20	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSA BANK	Employer Enrollment Agreement Dated 12/20/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HSP EPI ACQUISITION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HUGHES NET WORK SYSTEMS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HUMDINNER INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HYATT LEGAL PLANS, INC.	Agreement Dated 01/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HYATT REGENCY TAMAYA RESORT & SPA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	HYDE PARK GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IANY WHERE SOLUTIONS, INC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IBM CREDIT LLC	Transaction Finance Agreement Dated 02/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICMS, INC.	New Business Order Form Dated 05/30/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICMS, INC.	Statement Of Work Dated 05/30/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICMS, INC.	Subscription Agreement Dated 05/30/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICON INTERNATIONAL INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICONTROL	Services Agreement Dated 08/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ICONTROL SYSTEMS USA LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ID WatchDog Inc.	Group Plan Agreement Dated 1/1/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IDOCUMENTS LLC DBA ICERTAINTY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IMPACT SOLUTIONS LLC	Master Service Agreement Dated 07/17/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IMPRACTICAL PRODUCTIONS LLC	Master Service Agreement	0.00
RL SV, Inc.	RL SV II LLC	INCOMM	Product Provider Master Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INCOMM CARD PARTICIPATION	Card Participation Agreement Dated 07/09/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INCONTACT INC	Services Agreement	24,520.14
Red Lobster Management LLC	RL Investor Holdings LLC	INCONTACT INC	Subscription Services Agreement Dated 3/31/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFINITE TALENT, INC	Master Subscription Agreement Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFLIGHT CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFORMATIC A CORPORATION	License To Use Information Software Dated 10/11/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INFORVIS	Services Agreement Dated 05/12/2015	13,483.85
Red Lobster Management LLC	RL Investor Holdings LLC	INFORMS BPM LIMITED	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Assum Hardware And Software Schedule Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Acknowledgment Of Bill And Hold Transaction Dated 05/23/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Service Schedule Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Master Agreement Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	New Terminal Purchase Agreement Dated 03/18/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Services Agreement Dated 03/18/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Resolution Of Outstanding Issues Dated 03/26/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Hardware And Software Schedule Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INGENICO INC	Master Agreement Dated 09/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTEGRITY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INS BROKERS INC	Master Service Agreement	166.28
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT DIRECT USA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	IT Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment To IT Services Agreement Dated 08/26/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment To IT Services Agreement Dated 10/20/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	IT Services Agreement Dated 12/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment A-5: Statement Of Work Dated 09/12/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment To IT Services Agreement Dated 07/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Services Agreement Dated 03/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment A-7: Statement Of Work Dated 08/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSIGHT GLOBAL LLC	Attachment A-8: Statement Of Work Dated 08/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INSOURCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTEGRITY CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTELEPER CLOUD COMMUNICATIONS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTERACTIVE COMMUNICATIONS INTERNATIONAL INC	Master Service Agreement	19,947.51
Red Lobster Management LLC	RL Investor Holdings LLC	Interactive Communications International, Inc.	Incorm Card Participation Agreement dated July 30, 2019, (the "Incorm Card Participation Agreement")	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTERFACE SECURITY SYSTEMS	Services Agreement Dated 07/28/2014	2,430.86
Red Lobster Management LLC	RL Investor Holdings LLC	INTERNATIONAL BUSINESS MACHINES	Statement Of Work 14-136c3 Dated 07/21/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTERNATIONAL BUSINESS MACHINES	Client Relationship Agreement Dated 09/14/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	INTRALINKS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IPFS CORPORATION OF CALIFORNIA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IPWILL LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To The Master Services Agreement Dated 09/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To Master Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Renewal Schedule A: Program Pricing Schedule Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Master Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Renewal Schedule A: Program Pricing Schedule, Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Renewal Schedule A: Program Pricing Schedule Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Statement Of Work No. 1 Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To The Master Services Agreement Dated 09/20/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN INFORMATION MANAGEMENT, LLC	Amendment To Master Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRON MOUNTAIN SECURE SHREDDING CANADA, INC.	Amendment No.3 To The Master Services Agreement Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IRVOS MMA, INC.	Services Agreement Dated 08/06/2014 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ISPO TV INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ITW FOOD EQUIPMENT GROUP	Agreement Dated 07/28/2014	14,796.10
Red Lobster Management LLC	RL Investor Holdings LLC	ITW FOOD EQUIPMENT GROUP LLC	Amendment to Installment Sales and Security Agreement made as of January 15, 2019, together with exhibits and orders issued thereunder	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	IUS JURIS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	J & S SHIRT OF COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JAMES G SCLEF MD PA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JAMES GIBSON (DBA GIBSON CREATIVE SERVICES)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JAMP SOFTWARE, LLC	End User License And Services Agreement Dated 04/27/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JPS AND ASSOCIATES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JIMMY DELUPIO PHOTOGRAPHY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JODI SEES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOEL AACH	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOEL AACH, DBA JOEL AACH CONSULTING	Services Agreement Dated 12/03/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOHN DUCEY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JOLT AUTOMATION LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	JONES LANG LASALLE BROKERAGE INC	Master Service Agreement	49,500.00
Red Lobster Management LLC	RL Investor Holdings LLC	JP MORGAN CHASE BANK NA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Kaiser	Benefits Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KANGAROO REWARDS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KANST SERVICES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KRACHE TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KEA CLOUD INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KENNY SMITH ENTERTAINMENT GROUP LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KEPLER GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KERY, INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KEYSIGHT TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-2 Dated 05/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Services Agreement Dated 05/16/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-3: Statement Of Work Dated 05/24/2021	0.00

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-4: Statement Of Work Dated 04/01/2022	4,960.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-5: Statement Of Work Dated 05/19/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-7: Statement Of Work Dated 07/25/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KFORCE INC.	Attachment A-6: Statement Of Work Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KIMLEY-HORN AND ASSOCIATES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KNOWLEDGE LAKE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KOLTER SOLUTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KORF WIRELESS INC	Master Terms And Conditions Agreement Dated 04/05/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KORF WIRELESS INC	Order Form Dated 04/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KORF WIRELESS INC	Master Terms And Conditions Agreement Dated 04/20/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KPMG LLP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	KPMG LLP	Master Professional Services Agreement Dated 07/30/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LANGUAGE LOGIC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LANESEN & GOLDBRO INFOTECH LIMITED	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEASE QUERY LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEONE MARKETING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEVEL 3 COMMUNICATIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LEMMARK INTERNATIONAL INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LERA PAGAN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LIFEWORKS (US) LTD	IT Services Agreement Dated 08/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LIFEWORKS (US) LTD	Statement Of Work (Sow) #2 Dated 06/13/2022	4,007.55
Red Lobster Management LLC	RL Investor Holdings LLC	LIFEWORKS (US) LTD	Statement Of Work (Sow) #1 Dated 06/13/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LINEAGE LOGISTICS LLC	Services Agreement	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	LITMUS SOFTWARE INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LITTLETON CONCIERGE MEDICINE, PLLC	Amendment No. 1 To Statement Of Work A-1 Dated 02/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LITTLETON CONCIERGE MEDICINE, PLLC	Services Agreement Dated 01/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LLED INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOAD INC DBA RESPOND NEW MEXICO	Services Agreement Dated 03/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOVE IT OF LONDON	Employment (Termination And Subsequent Insurance) Policy Number H050966wsm2350802	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOYS UNDERWRITER SYNDICATE 1 - RLN 510	Insurance Policy (Primary) Policy Number H050966wsm2352678	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOCKTON COMPANIES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Lockton Investment Advisers, LLC	Advisory Services Agreement Dated 9/20/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOWES SAPPHIRE FALLS RESORT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	General Terms And Conditions For Services Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Amendment No. 1 Dated 05/01/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Amendment No. 1 Dated 06/23/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOOMIS ARMORED U.S., LLC	Agreement Dated 12/05/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOVE IT PRODUCTIONS	Services Agreement Dated 12/05/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOVIA TECHNOLOGIES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LOYALTY & CO	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	LUKIS SLAFOOD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	M SOLARIED ONSTAGE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MACDABE CONSTRUCTION INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MACHADO MANAGEMENT CONSULTING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MAD MOBILE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MAINSAIL HOUSING PARTNERS LLC	Master Service Agreement	2,887.65
Red Lobster Management LLC	RL Investor Holdings LLC	MANAGHTON CARE ADVISORY GROUP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MANHATTAN TELCOMMUNICATIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MANY HATS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARIO ROQUE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARTIZ MOTIVATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARX KENNETH ERIC AND ALANQ	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARKEL BERLUDA LIMITED	Insurance Policy (Primary Employment Practices Liability Insurance) Policy Number Mkb252ep0005043	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARKETLAB INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARNIE BROPHY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA INC	First Amendment To Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA INC	Amendment Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA INC	Second Amendment To Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA LLC	Amendment To Agreement - 001 Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARSH USA LLC	Statement Of Work Dated 04/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MARTHA BARRIS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MASTERCARD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MCCLILLIC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MDVIP, INC	Services Agreement Dated 01/25/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MEARS TRANSPORTATION GROUP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MEDCOR INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MELTON FRANCHISE SYSTEMS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MENTIMETER AD PUBL	Service Agreement Dated August 21, 2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCER (CANADA) LIMITED	Project Initiation Form Dated 01/18/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCER INVESTMENT CONSULTING, INC.	Engagement Letter Agreement Dated 04/29/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCHANT LINK LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCHANTS INC ACQUIRED BY SHIF T4	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERCURY TECHNOLOGIES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MERKLE INC	IT Services Agreement Dated 07/31/2018	391,365.00
Red Lobster Management LLC	RL Investor Holdings LLC	METLIFE LEGAL PLANS	Renewal Agreement Dated 07/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	METLIFE LEGAL PLANS, INC	Renewal Agreement Dated 07/25/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY	Group Insurance Program Agreement Dated 1/1/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Services Work Order Dated 11/10/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Amendment To Contract Documents Dated 11/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Product Giveaway Agreement Dated 07/12/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Enterprise Enrollment Dated 11/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 06/18/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Amendment # 1 Dated 06/02/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 04/20/2015	54,295.01
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Server And Cloud Enrollment Dated 11/13/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 11/03/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 06/09/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Consulting Services Work Order Dated 10/03/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Server And Cloud Enrollment Amendment Dated 11/24/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSOFT CORPORATION	Product Giveaway Agreement Dated 05/24/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Microsoft Corporation	Enterprise Enrollment (Direct) dated October 18, 2013, as renewed on October 20, 2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Master License Agreement Dated 01/15/2013	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Price Quotation And Purchase Agreement Dated 12/03/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Master Software License And Services Agreement Dated 12/05/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MICROSTRATEGY SERVICES CORPORATION	Master Software License And Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIDTOWN CONSULTING GROUP INC	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MILWAUKEE WORLD FESTIVAL INC	Sponsorship Agreement Dated 2/1/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MILWAUKEE WORLD FESTIVAL INC	Settlement Agreement Dated 2/20/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIMECAST NORTH AMERICA	General Terms And Conditions Dated 03/30/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIMECAST NORTH AMERICA, INC.	Statement Of Work No. 1 Dated 03/30/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIMECAST NORTH AMERICA, INC.	Service Order Dated 03/30/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MIRACORPORATE SALES INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBI WIRELESS MANAGEMENT LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBILE DEMAND LC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOBILITY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOMENTFED INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOMENTFED INC	Master Service Agreement Dated 08/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MONTEREY BAY AQUARIUM FOUNDATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MORFDIRECT INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOSS ADAMS LLP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MOVES LIKE JAGGERS LC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULSOFT INC	Professional And Training Services Dated 11/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULSOFT INC	Master Subscription Agreement Dated 11/29/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULSOFT INC	Master Subscription Agreement Dated 12/19/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MULSOFT INC	Master Subscription Agreement Dated 11/16/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Multicultural Foodservice and Hospitality Alliance	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MVP SYSTEMS SOFTWARE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MVP SYSTEMS SOFTWARE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Agency Services Agreement Dated 07/17/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 12 To Services Agreement Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 7 To Services Agreement Dated 01/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 9 To Services Agreement Dated 04/01/2021	0.00

Debtor	Assignee	Counterpart	Description of agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 10 To Services Agreement Dated 07/08/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 11 To Services Agreement Dated 10/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 13 To Services Agreement Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 14 To Services Agreement Dated 09/28/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 4 To Services Agreement Dated 06/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 5 To Services Agreement Dated 06/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 6 To Services Agreement Dated 04/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Services Agreement Dated 06/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 1 To Services Agreement Dated 06/01/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	MWW GROUP LLC	Amendment No. 2 To Services Agreement Dated 06/01/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAS RECRUITMENT SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAS RECRUITMENT SERVICES LLC	Master Services Agreement Dated 4/18/2019 Plus Sows	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL GIFT CARRY CORP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL RESTAURANT ASSOCIATION	Services Agreement	13,146.25
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL RESTAURANT ASSOCIATION SOLUTIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL SERVICE SOURCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATIONAL SERVICE SOURCE INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAVIXIS SECURITIES AMERICAS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NATURALLY SLIM	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAVIGATOR EXECUTIVE ADVISORS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NAVISITE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NCR CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEBHA TECHNOLOGY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEED MOUNTAIN LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NERDERY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NETSKOPE, INC	End User License Agreement Dated 10/17/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEUSTAR INFORMATION SERVICE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEW BENEFITS LTD	Employer Agreement For Lien Billing Dated 1/1/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEW DAY RECRUITING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEWSAMERICA MARKETING FSI LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEXTBITE BRANDS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NFL PRODUCTIONS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NHR NEWCO HOLDINGS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NHUS CONSUMER LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NTIN VIKRAMRAO WAGHI	General Terms And Conditions For Inspection Services Dated 06/01/2023	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	NORTHSTAR LEGAL INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NICO2 LLC	Bill of Sale Dated 05/26/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	NICO2 LLC	Amendment No. 1 To The Master Purchase Agreement Dated 05/02/2017	264,617.95
Red Lobster Management LLC	RL Investor Holdings LLC	NICO2 LLC	Service Agreement For Restaurant #0172 Dated 08/30/2017	
Red Lobster Management LLC	RL Investor Holdings LLC	NICO2 LLC	Master Purchase Agreement Dated 10/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NETSOLUTIONS SOLUTIONS LLC	Services Agreement Dated 08/28/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NEWAVE COMMUNICATIONS	Service Agreement Dated 06/11/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	NUWAVE COMMUNICATIONS, INC.	Services Agreement Dated 06/10/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OCH SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OCH SERVICES LLC	Services Agreement Dated 08/03/2022 Plus Amendments	
Red Lobster Management LLC	RL Investor Holdings LLC	ODP BUSINESS SOLUTIONS LLC	Supplies Agreement	15,107.44
Red Lobster Management LLC	RL Investor Holdings LLC	ODPC COMMUNICATIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OLIVE AND GOOSE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OMNI HOTELS & RESORTS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONDEMAND RESOURCES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONDEMAND RESOURCES LLC	Amendment 2 To Services Agreement Dated 09/01/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	ONEDINE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Assignment And Assumption Agreement Dated 01/25/2024	
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Renewal Order Form Dated 03/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Renewal Order Form Dated 12/06/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	ONETRUST LLC	Terms And Conditions - Cloud Deployment Dated 06/26/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ONSTERIS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OPTUMRX, INC.	Amendment 1 To Commitment Agreement Dated 01/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	OPTUMRX, INC.	Transparency Reporting Services Adelsund Healthtrust Coalition Clients Dated 09/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OPTUMRX, INC.	Amendment 2 To Commitment Agreement Dated 01/01/2024	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 06/30/2012 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	License And Services Agreement Dated 05/31/2012 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Amendment Two Dated 05/12/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 02/14/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 02/17/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 02/14/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Master Agreement Dated 05/01/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 04/01/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	322,829.41
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Confidential Settlement Agreement And Release Dated 03/15/2016 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 07/13/2018 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 12/02/2019 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 06/01/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE AMERICA, INC.	Ordering Document Dated 05/20/2015 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE CREDIT CORPORATION	Payment Schedule Dated 05/21/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	
Red Lobster Management LLC	RL Investor Holdings LLC	ORACLE CREDIT CORPORATION	Payment Plan Agreement Dated 04/01/2020 and (i) any modifications or amendments thereto and (ii) any related active agreements	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ORANGE COUNTY PARKS & RECREATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ORION TECHNOLOGY SERVICES LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ORION TRADING WORLDWIDE, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OT TECHNOLOGY INC	Assignment And Assumption Agreement Dated 01/25/2024	
Red Lobster Management LLC	RL Investor Holdings LLC	OT TECHNOLOGY INC	Renewal Order Form Dated 07/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OT TECHNOLOGY INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OUTWARD INTELLIGENCE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	OUTPOST RELOCATION CENTER INC	Compactor Agreement For Restaurant #0241 Dated 11/05/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAK-RITE RENTALS, INC.	Compactor Agreement For Restaurant #0566 Dated 11/03/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAK-RITE RENTALS, INC.	Insurance Policy (Property) Policy Number 23-Pap-0009	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PANAYA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PANDERA SYSTEMS PLLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARABLESOF	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARADIGM TAX GROUP HOLDING COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARQUET PUBLIC AFFAIRS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARR RECOVERY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTIAL CORP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTICH, INC.	Software License Agreement Dated 07/25/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTICH, INC.	Amendment No. 1 To Software License Agreement Dated 08/18/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTNERS FILM INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PARTNERS REFRIGERATION LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATH SOLUTIONS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICE & ASSOCIATES FRANCHISING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK HARRIGAN	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK HENRY CREATIVE PROMOTIONS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK S. SCHRADER	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PATRICK VERNOX, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYFACTORS GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYLOGIX LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYNUITY INC LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYPAL INC.	Merchant Agreement Dated 10/24/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PAYPAL INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PEDROLIMA	Master Service Agreement	5,250.00
Red Lobster Management LLC	RL Investor Holdings LLC	PENNSYLVANIA TOURISM SIGNING TRUST	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PETER PAPPAS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PET	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PHADON INTERNATIONAL (US), INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PHANTOM CYBER CORPORATION	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PILE AND COMPANY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PLAY WITH A PURPOSE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PLURALRIGHT	Sales Order Dated 08/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PLURALRIGHT	Sales Order Dated 09/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	POLARIS OWNERS ASSOCIATION INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PORTER, LLC	Amendment No. 1 To Master Framework Agreement Dated 02/01/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	PORTER, LLC	Master Framework Letter Agreement Dated 10/03/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Posim	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	POST MATES INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PR NEWSWIRE ASSOCIATION LLC	Services Agreement Dated 04/04/2017 Plus Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PREFERRED FREEZER SERVICES OF NORFOLK LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRESTON MACK INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PREVALENT, INC.	Sales Proposal 1667-3 Dated 08/25/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	PREVALENT, INC.	Software Service Subscription Agreement Dated 06/24/2021	0.00

RED LOBSTER
Assigned Executor Contracts

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	PREVALENT, INC.	Statement Of Work No. 1 Dated 06/24/2021	
Red Lobster Management LLC	RL Investor Holdings LLC	PRINCETON PUBLIC SPEAKING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRINCIPAL LIFE INSURANCE COMPANY	Adoption Agreement Dated 1/1/2024 With Amendments	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRIZELOGIC LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PRODUCT EVALUATIONS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PROFITALLY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PROFITVINTAGE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PROTOSCIENCE SCIENCES INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PUBLICIS CANADA INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PUBLICIS KAPLAN THALER NY (PKT)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PUB STOR AG, INC.	End User Agreement Dated 10/12/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	PYTHAN SERVICES USA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QBE	Insurance Policy (Excess Directors And Officers Liability - Run Off Policy) Policy Number 130007168	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QBE	Insurance Policy (Excess Directors And Officers Liability) Policy Number 130007168	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Amended And Restated Purchase License Agreement For Software And Services Dated 07/01/2009	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Purchase Order Reservation Quote Dated 08/24/2023	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Automations Purchase Agreement Dated 07/22/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Amended And Restated Purchase License Agreement For Software And Services Dated 07/01/2009	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Assignment And Assumption Agreement	11,080.96
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Assignment And Assumption Agreement Dated 09/24/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Amendment No. 1 To Automations Purchase Agreement Dated 11/01/2016	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Understanding And Agreement Dated 04/03/2020	
Red Lobster Management LLC	RL Investor Holdings LLC	QSR AUTOMATIONS, INC.	Automations Purchase Agreement Dated 07/15/2015	
Red Lobster Management LLC	RL Investor Holdings LLC	QUANTIFIND INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Quest Software (Food)	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	QUISITIVE LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	R. DONNELLEY & SONS COMPANY	Master Purchase Agreement Dated 08/05/2014	39.82
Red Lobster Management LLC	RL Investor Holdings LLC	RACKSPACE US INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RAINMAKER THINKING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RANDALL R. RICHMOND LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RANDSTAD TECHNOLOGIES LP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Rare Hospitality International	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	READMYTAVORS.COM	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REAF MARKETING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED CANARY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED DAWN SEI BUYER INC.	Services Agreement	5,762.83
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER KANSAS LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00

RLSV, Inc.	RLSV LLC	RED LOBSTER KANSAS LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster International Holdings	RL International Holdings LLC	RED LOBSTER ASIA SDN BHD	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER ASIA SDN BHD	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER ASIA, SDN, BHD	System Development Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER ASIA, SDN, BHD	Financial Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER CANADA, INC.	Administrative Support Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER HOSPITALITY LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV LLC	RED LOBSTER HOSPITALITY LLC	Privately And Locally Sourced Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV LLC	RED LOBSTER HOSPITALITY LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	Financial Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER INTERNATIONAL HOLDINGS LLC	Administrative Support Services Agreement Dated 12/31/2018	0.00
Red Lobster International Holdings	RL International Holdings LLC	RED LOBSTER MANAGEMENT LLC	System Development Services Agreement Dated 12/31/2018	0.00
Red Lobster International Holdings	RL International Holdings LLC	RED LOBSTER MANAGEMENT LLC	Financial Services Agreement Dated 12/31/2018	0.00
Red Lobster International Holdings	RL International Holdings LLC	RED LOBSTER MANAGEMENT LLC	Administrative Support Services Agreement Dated 12/31/2018	0.00
RLSV, Inc.	RLSV LLC	RED LOBSTER MANAGEMENT LLC	Administrative Support Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV LLC	RED LOBSTER MANAGEMENT LLC	Employee Management And Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RED LOBSTER RESTAURANTS LLC	Administrative Support Services Agreement Dated 07/28/2014	0.00
RLSV, Inc.	RLSV LLC	RED LOBSTER RESTAURANTS LLC	Gift Card Program Agreement Dated 07/28/2014	0.00
Red Lobster International Holdings	RL International Holdings LLC	Red Lobster Retail Asia Co., Ltd	Franchise Agreement	0.00
Red Lobster International Holdings	RL International Holdings LLC	Red Lobster Retail Asia Co., Ltd	Franchise Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REDDY RENTALS INC.	Contractor Agreement For Restaurant #0443 Dated 10/18/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REED PAINTING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REEMITUS US LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REGLAS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RELATIVE INSIGHT INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REPUTATION INSTITUTE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESEARCH NOW GROUP INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESEARCH NOW GROUP LLC	IT Services Agreement Dated 10/30/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESIDENCE INN BY MARRIOTT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Restaurantes Unidos Restaurant	Franchise Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RESTAURANTS OPERATORS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Retail & Hospitality Information Sharing and Analysis Center (ISAC)	IT Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL CONSULTING SERVICES INC.	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL DEVELOPMENT CONSULTING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL MANAGEMENT INTERNATIONAL (AKA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RETAIL TECHNOLOGY GROUP INCORPORATED	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	REFARUS INC.	Master Service Agreement	2,729.56
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Initial Order Form Dated 07/28/2017	48,840.48
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Change Order Form- Mvp Services Dated 12/21/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Office Plan Purchase Agreement Dated 07/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Change Order Form- Mvp Services	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Change Order Form- Mvp Services Dated 11/17/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Statement Of Work No. 3 For Implementation Services Dated 11/17/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Statement Of Work No. 2 For Implementation Services Dated 10/30/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RINGCENTRAL INC.	Office Plan Purchase Order Form Dated 07/28/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	BINHA GRANT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Rak Strategies	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RIVERSIDE RISK ADVISORS	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RLSV, INC.	Administrative Support Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RLSV, INC.	Employee Management And Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROBERT HALF	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROBERT T CARRELL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROCHESTER ARMORED CAR COMPANY, INC.	Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROCKET SOCIAL IMPACT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ROCKWELL COMMUNICATIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RONALD MITCHELL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RR DONNELLY	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RTECH SOLUTIONS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RTDOOR, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUBICON GLOBAL LLC	Master Service Agreement	13,400.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUNZIMMER	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUSSELL EVANS	Services Agreement Dated 04/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RUSSELL L EVANS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	RYNE TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SABER STRONG INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SADA SYSTEMS, INC.	Business License Agreement Dated 09/23/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAFE AND SOUND ARMED COURIER SERVICE INC.	Services Agreement Dated 07/29/2019	380.91
Red Lobster Management LLC	RL Investor Holdings LLC	SAFE AND SOUND ARMED COURIER SERVICES INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAK THEATRE CO	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Order Form Dated 07/31/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Professional Services Addendum To The Master Subscription Agreement Dated 09/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Expert Service Statement Of Work Dated 09/14/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE, INC.	Master Subscription Agreement Dated 09/22/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE.COM INC.	Order Form Dated 09/28/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SALESFORCE CONSULTING GROUP INC.	Services Agreement Dated 08/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SANDY ALEXANDER INC.	Master Service Agreement	3,783.25
Red Lobster Management LLC	RL Investor Holdings LLC	SANIS ULTRACLEAN	Facilities Service Agreement For Restaurant #6228 Dated 09/30/2005	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAS INSTITUTE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SATISFY LABS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAVON MI CHEMICAL SERVICES LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SAWTOOTH SOFTWARE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCENTAIR	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOLARSHIP AM TUITION REIM	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	First Amendment To Amended And Restated Services Agreement Dated 10/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Second Amended And Restated Services Agreement Dated 10/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	First Amendment To Services Agreement Dated 10/02/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Second Amendment To Services Agreement Dated 03/19/2018	967.24
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Services Agreement Dated 11/02/2016	0.00

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, INC.	Amended And Restated Services Agreement Dated 10/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, LLC	Order Form Dated 11/28/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCHOOX, LLC	Order Form Dated 10/23/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCLOGIC	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCOTT BARNETT & ASSOCIATES	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCOTT EXCHANGE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SCRIPPS NETWORKS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SEAHORSE AQUASCAPE	Facilities Service Agreement For Restaurant #0116 Dated 03/01/2005	4,658.13
Red Lobster Management LLC	RL Investor Holdings LLC	SEAN GANNON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SEADUS COLD STORAGE	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SEATTLE SHRIMP AND SEAFOOD COMPANY INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Services Agreement Dated 10/06/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment To It Services Agreement Dated 03/21/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment To It Services Agreement Dated 04/03/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-4 Statement Of Work Dated 08/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-5 Statement Of Work Dated 09/12/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Pre-Dis Onsite Assessment Statement Of Work A-10 Dated 05/18/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-6 Statement Of Work Dated 06/08/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-7 Statement Of Work Dated 06/08/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-9 Statement Of Work Dated 05/16/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYMETRICS, INC.	Attachment A-5 Statement Of Work Dated 07/13/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SECURITYSCORECARD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENSE 360 INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENSORY SPECTRUM INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENSORY SPECTRUM, INC.	Services Agreement Dated 01/06/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENTRY HOUSEHOLD SHIPPING INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SENYON STAFFING SERVICES INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Service Express	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SERVICE MANAGEMENT GROUP INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SERVICE NOW, INC.	Master Ordering Agreement Dated 06/29/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SERVICE NOW, INC.	Order Form Dated 02/14/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SGS NORTH AMERICA INC.	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SGS SOCIETE GENERALE DE SURVEILLANCE S.A.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SHERRIE TAN, SOLE PROPRIETOR	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SH INTERNATIONAL CORP.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SHENYANG DEFENDITY FIRST	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIEGFRIED GROUP LLP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIERBA CEDAR LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIFT SCIENCE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIGN UP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIGNATURE COMMERCIAL SOLUTIONS, LLC DBA SIGNATURE CONSULTANT	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SILUKER INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SIMPLELEGAL, INC.	Order Form Amendment Dated 07/21/2023	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	SIMPLELEGAL, INC.	Master Services Agreement Dated 02/25/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	SIMPLELEGAL, INC.	Order Form Dated 02/27/2022	
Red Lobster Management LLC	RL Investor Holdings LLC	SINGULARFORM LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SINGULAR LABS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SKILLSOFT	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLACK, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO., INC.	Amended And Restated Service Agreement Dated 07/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO., INC.	Amended And Restated Service Agreement 1 Dated 07/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO., INC.	Second Amended And Restated Service Agreement Dated 10/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO., INC.	Service Agreement Dated 12/31/1998	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO., INC.	Third Amended And Restated Service Agreement Dated 07/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & CO., INC.	Third Amended And Restated Service Agreement Dated 07/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLADE GORTON & COMPANY, INC.	Authorized Use Agreement Dated 09/21/1998	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SLM WASTE & RECYCLING SERVICES INC.	Master Service Agreement	4,860.70
Red Lobster Management LLC	RL Investor Holdings LLC	SmartBear	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SNAGADOB.COM INC	Master Service Agreement	33,604.06
Red Lobster Management LLC	RL Investor Holdings LLC	SNAGADOB.COM INC	Services Agreement Dated 6/16/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SNOWFLAKE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOC PRIME INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOCIALYFE LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOCRATIC TECHNOLOGIES INC	Master Service Agreement	15,500.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOCRATIC TECHNOLOGIES, INC.	Services Agreement Dated 01/12/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTCHOICE CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTGEN TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOFTWAREONE, INC.	Amendment To Contract Documents Dated 11/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOLOPROFIT STUDIOS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUNDHOUND INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUTHWEST AIRLINES CO.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUTHWEST AIRLINES CO.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SOUTHWEST AIRLINES CO.	Subscriber's Agreement Dated 02/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPARK FOUNDRY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Spectra	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPLASH BUSINESS INTELLIGENCE, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR INC.	License Order Form (LoF) No. 3 Dated 04/30/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR INC.	License Order Form No. 4 Dated 06/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Statement Of Work (Sow) No. 4 Dated 04/30/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Master Services Agreement Dated 01/24/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Master Service Agreement Dated 03/24/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Order Form Dated 06/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Statement Of Work (Sow) No. 3 Dated 04/19/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Master Service Agreement Dated 03/17/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	License Order Form (LoF) Dated 05/24/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINKLR, INC.	Statement Of Work (Sow) Dated 05/24/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SPRINT SOLUTIONS, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SRINIVAS AMUDA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STACY KORMYLO	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Stanley	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STARSTONE SPECIALTY INSURANCE COMPANY	Insurance Policy (Property) Policy Number US7784230acp	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STATISTA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STEFAN JOHNSON	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STELLAR DIGITAL MARKETING, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STEPHANIE KRISTAL NICOLA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STEPHEN E BANDOR	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STERLING VENTURES	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STETON TECHNOLOGY GROUP INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Third Amendment Dated 07/23/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Third Amendment Dated 07/23/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Second Amendment Dated 06/07/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Fifth Amendment Dated 06/07/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Second Amendment Dated 06/07/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC.	Fourth Amendment To Master Services Agreement Number 20140624-24534 Dated 07/23/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC. (FORMERLY IMPACTWEATHER, INC.)	First Amendment Dated 06/17/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STORMGEO, INC. (FORMERLY IMPACTWEATHER, INC.)	First Amendment Dated 06/17/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Attachment A-3: Statement Of Work Dated 01/31/2018	23,498.81
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Master Services Agreement Dated 06/15/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Managed IT Services Statement Of Work No. 1 Dated 08/21/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	IT Services Agreement Dated 04/12/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRATEGIC SOLUTIONS, INC.	Attachment A-2: Statement Of Work Dated 01/18/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRIDE HEALTH INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	STRONG TECH LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUMMERDALE PRODUCTIONS, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUNFIRE COMMUNICATIONS INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUSTAINABILITY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SUZANNE CONSIGLIO	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SWISS RE CORPORATE SOLUTIONS ELITE INSURANCE CORPORATION	Insurance Policy (Property) Policy Number Nap.2005752-00	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SWOON GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SYMPHONY CORPORATE HOUSE SDN BHD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SYNERGY INTERACTIVE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	SYSTEM ONE HOLDINGS LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TABLETOP MEDIA, LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALENTREE, INC.	Statement Of Work #001 Dated 03/14/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALENTREE, INC.	Master Subscription Services Agreement Dated 12/21/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALK CORPORATION	Amendment To The Universal Service Agreement Dated 05/11/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALON-BUNTING AMERICA	Master Services Agreement Dated 03/26/1997 Plus Amendments	0.00

Master Services Contracts

Debtor	Assignee	Counterparty	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	TALK CORPORATION	Schedule A - Compliance Center Services Dated 06/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALK CORPORATION	Universal Service Agreement Dated 07/01/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TALK CORPORATION	Schedule A - Compliance Center Services Dated 01/01/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TAMARI CONSULTING GROUP, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TAMHUN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TAYLOR CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TCLAM COLLECTION CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, INC. DBA BLACK BOX INTELLIGENCE	Attachment A-4: Statement Of Work Dated 11/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, INC. DBA BLACK BOX INTELLIGENCE	Attachment A-3: Statement Of Work Dated 05/31/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC	People Report Membership Service Agreement Dated 07/25/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC	Membership Service Agreement Dated 09/16/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-5: Statement Of Work Dated 04/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-15: Statement Of Work Dated 06/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-16: Statement Of Work Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-17: Statement Of Work Dated 01/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-9: Statement Of Work Dated 10/26/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-12: Statement Of Work Dated 05/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-11: Statement Of Work Dated 05/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	First Amendment To Services Agreement Dated 05/25/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-10: Statement Of Work Dated 02/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-13: Statement Of Work Dated 01/01/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-7: Statement Of Work Dated 09/22/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TDN2K, LLC DBA BLACK BOX INTELLIGENCE	Attachment A-8: Statement Of Work Dated 09/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEAMCENTRIC TECHNOLOGIES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TECHNOMIC INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-10 Staff Augmentation: Statement Of Work Dated 10/20/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-5 Staff Augmentation: Statement Of Work Dated 05/15/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Statement Of Work Dated 02/02/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-15: Statement Of Work Dated 10/20/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-16: Statement Of Work Dated 10/20/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-11 Staff Augmentation: Statement Of Work Dated 11/23/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-12: Statement Of Work Dated 03/22/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-12: Statement Of Work Dated 09/18/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-17: Statement Of Work Dated 10/28/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-9 Staff Augmentation: Statement Of Work Dated 09/02/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-8 Staff Augmentation: Statement Of Work Dated 08/20/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEKSYSTEMS, INC.	Attachment A-7 Staff Augmentation: Statement Of Work Dated 09/02/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TERFOLD LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TERVIS TUMBLER COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TESTPLANT INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TETRAD COMPUTER APPLICATIONS INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE ASSAMpany	Services Agreement Dated 03/26/2015	3,600.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEWS CONSULTING, INC. DBA TEWS COMPANY	Statement Of Work A-4 - Contract For Shaspeant Developer Dated 06/06/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEWS CONSULTING, INC. DBA TEWS COMPANY	Statement Of Work A-5 - Sr. Software Engineer B Dated 09/06/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TEWS CONSULTING, INC. DBA TEWS COMPANY	Statement Of Work A-3 - Contract To Hire Sr. Systems Engineer, EIT Data Management Dated 12/02/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE COLBY GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE COMEDIAN COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE COMTEK GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE CULINARY EDGE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE DIGITAL ACCESSIBILITY CENTRE LTD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE FOOT PATH GROUP INC.	Service And Management Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE HERRING IMPACT GROUP LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE JAY GROUP INC.	Master Service Agreement	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE NPD GROUP LP	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE OHIO CASUALTY INSURANCE COMPANY	Services Agreement Dated 07/16/2014 Plus Amendments Insurance Policy (Second Excess Liability) Policy Number Eov(23) 99018303	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE TRAVELERS INDEMNITY COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-2: Statement Of Work Dated 06/22/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment No. 1 To Attachment A-3 Dated 04/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Services Agreement Dated 09/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-4: Statement Of Work Dated 11/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-5: Statement Of Work Dated 12/01/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-6: Statement Of Work Dated 07/15/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-7: Statement Of Work Dated 08/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-8: Statement Of Work Dated 08/01/2022	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-10: Statement Of Work Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THE AB, LLC	Attachment A-9: Statement Of Work Dated 08/01/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	THREE TREES STUDIOS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TIDAL SOFTWARE, LLC	Order Form To Master Software Subscription And Services Agreement Dated 12/15/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TK TOK, INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TINES SECURITY SERVICES LIMITED	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	T-MOBILE	Telecommunications Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOKENX, INC.	Standard Terms Of Service Agreement Dated 09/23/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOLUNA USA INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTAL ARMORED CAR	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTAL ARMORED CAR SERVICES, INC.	Services Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTAL PRINT USA	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOTUS GIFT CARD MANAGEMENT LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TOUCHPOINT INC.	Services Agreement Dated 05/05/2016	2,233.01
Red Lobster Management LLC	RL Investor Holdings LLC	TRANSACTION MERCHANTS GROUP	Master Service Agreement	0.00
RL SV, Inc.	RLSV I LLC	TRANSACTION WIRELESS, INC.	Amendment 1 To Customer Agreement Dated 10/20/2014	2,069.15
RL SV, Inc.	RLSV II LLC	TRANSACTION WIRELESS, INC.	Customer Agreement Dated 08/26/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRANSACTION WIRELESS, INC.	Services Agreement Dated 02/14/2012	0.00
RL SV, Inc.	RLSV II LLC	TRANSACTION WIRELESS, INC.	Amendment No. 2 To The Customer Agreement Dated 11/06/2015	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Insurance Policy (Third Excess Liability) Policy Number Etc1W48163a-22-NF	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Insurance Policy (Third Excess Liability) Policy Number Etc1W48163a-22-NF	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRAYCOR COLD STORAGE INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRIAL PAY INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRIDENT SEAFOODS CORP.	Supply Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRINTECH INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRINTECH INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TRIP ADVISOR	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TROVA, LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TURNER TRADE GROUP INC.	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TYCO INTEGRATED SECURITY LLC	Amendment To Master Agreement Dated 10/01/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TYCO INTEGRATED SECURITY LLC	Master Agreement For Protective Signaling Services Dated 09/12/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	TYCO INTEGRATED SECURITY LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UBER TECHNOLOGIES, INC.	App Additional Licensing Agreement Dated 03/13/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Uboat	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UI PATH SOFTWARE	Purchase Agreement Dated 02/04/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UIPATH INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNISOURCE WORLDWIDE INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Master Service Agreement	172,195.23
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Amendment No. 2 Dated 07/13/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Amendment No. 6 Program Agreement Dated 08/27/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Amendment No. 7 Program Agreement Dated 09/22/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Amendment No. 1 Dated 07/02/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Amendment No. 8 Dated 10/10/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED PARCEL SERVICE INC.	Amendment No. 5 Dated 09/20/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED STATES TREASURY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED VAN LINES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNITED VAN LINES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSAL TELEVISION LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSAL TELEVISION LLC DATED 03/05/2020	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSAL'S CABANA BAY BEACH RESORT	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UNIVERSITY OF MAINE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Amendment No. 2 To Order Form No. Q-08129 Dated 04/01/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Amendment No. 1 To The Order Form Dated 01/08/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Sales Order Dated 10/31/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	URBAN AIRSHIP INC. DBA AIRSHIP	Master Subscription Agreement Dated 10/31/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	US BANK TRUSTAR	Master Service Agreement	32,916.03
Red Lobster Management LLC	RL Investor Holdings LLC	US CLOUD LLC	IT Services Agreement Dated 09/29/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	US CLOUD LLC	Statement Of Work No. 1 Dated 09/29/2023	0.00

***Report Summary Contracts

Debtor	Assignee	Counterpart	Description of Agreement	Final Cure Amount
Red Lobster Management LLC	RL Investor Holdings LLC	USER FRIENDLY CONSULTING, INC.	Consulting Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	UTILIX, INC.	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VALASSIS	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VAL-PAK DIRECT MARKETING SYSTEMS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VELOCTY TECHNOLOGY SOLUTIONS INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	Venafi	Vendor Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERIDUS CORPORATION	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERIFONE, INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERITAS DIGITAL	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERITIV (PREVIOUSLY UNISOURCE WORLDWIDE)	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERIZON (LATER DBA CELLCO)	Telecommunications Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERTEX, INC.	Services Agreement Dated 08/10/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERTEX, INC.	Software License Agreement Dated 08/12/2016	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VERTEX, INC.	Statement Of Work Number 2 Dated 07/29/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VIACODE CONSULTING LLC	Support Escalation Agreement Dated 10/10/2023	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VIKING CLOUD	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VISA USA	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	VISIBLE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAD PRODUCTIONS	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAGWORKS, INC.	Business Associate Agreement Dated 01/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAGWORKS, INC.	Order Form Dated 01/01/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAGWORKS, INC.	Order Form Dated 01/01/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WALTERS MEDIA AND DESIGN	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WAVE CONSULTING CORPORATION	IT Contracts	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WEE BLASTIE	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO & COMPANY	Agreement To Amend Certain Qualified Financial Contracts Dated 11/22/2019	80,010.90
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Refinancing Mortgage Program Agreement Dated 05/15/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Institutional Client Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Administrative Services Agreement Dated 07/28/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Agreement To Amend Certain Qualified Financial Contracts Dated 11/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, N.A.	Institutional Client Agreement Dated 08/28/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION	Amendment To Commercial Card Agreement Dated 12/17/2020	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION	Commercial Card Agreement Dated 08/14/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO SECURITIES, LLC	Agreement To Amend Certain Qualified Financial Contracts Dated 11/22/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WELLS FARGO SECURITIES, LLC	Institutional Client Agreement Dated 08/28/2019	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WEST PUBLISHING CORPORATION	License Agreement	540.30
Red Lobster Management LLC	RL Investor Holdings LLC	WESTCHESTER FIRE INSURANCE COMPANY	Insurance Policy (Management Liability) Policy Number G71828128 003	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WESTERN SURETY COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WESTROCK COMPANY	Total Energy & Sustainability Service Agreement Dated 07/28/2014	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WESTROCK RKT COMPANY	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE BOX SOCIAL INTELLIGENCE, INC	Services Agreement Dated 03/27/2017	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE BOX SOCIAL INTELLIGENCE, INC	Attachment A-5: Statement Of Work Dated 04/30/2021	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE BOX SOCIAL INTELLIGENCE, INC	Attachment A-2: Statement Of Work Dated 05/31/2018	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WHITE IRON MARKETING	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WILLSON INTERNATIONAL LIMITED	Services Agreement	279.82
Red Lobster Management LLC	RL Investor Holdings LLC	WINDLEY ELY	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WONDERS FOODSERVICE FORUM	Services Agreement	8,105.00
Red Lobster Management LLC	RL Investor Holdings LLC	WORLD OF WONDER PRODUCTIONS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WORLD WILDFIRE FUND INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	WYNN LAS VEGAS LLC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	XCEL BRATE MEDIA INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	XMOBIE, INC.	Hosted Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	XO COMMUNICATIONS SERVICES LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YASABELL RUIZ	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YESMAIL INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YODUGO AMERICA INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	YD ADVERTISING & PUBLISHING LLC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZACKS ENTERPRISES INC	Master Service Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZENRIN USA INC.	License Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZOOM VIDEO COMMUNICATIONS INC	Services Agreement	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZOOM VIDEO COMMUNICATIONS INC	Services Agreement Dated 03/28/2024	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Worker's Compensation) Policy Number We.0176233	0.00

Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Fidelity Casualty) Policy Number Zc 3320827-08	0.00
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Umbrella Liability) Policy Number Aac 281999-0199*	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (General Liability) Policy Number Glo 0176236 08	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Commercial Auto) Policy Number Bap 0176235	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Worker's Compensation (Retro)) Policy Number Wc 0176234	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Commercial General Liability) Policy Number Glo 0378588-01	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Service Agreement	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH AMERICAN INSURANCE COMPANY	Insurance Policy (Commercial Auto) Policy Number BAP 0176235 08	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH CANADA	Insurance Policy (Commercial Auto) Policy Number Ae 9801814	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH CANADA	Insurance Policy (Property) Policy Number 8843326	
Red Lobster Management LLC	RL Investor Holdings LLC	ZURICH NORTH AMERICA	Insurance Policy (Property) Policy Number Ppr 0176332-09	0.00

EXHIBIT B

~~[List of Purchased Contracts]~~ [Schedule of Post-Confirmation Date Negotiated Leases](#)

<u>Debtor</u>	<u>Counterparty</u>	<u>Store Number</u>	<u>Description of Agreement</u>	<u>Extension Date</u>
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Red Lobster Restaurants LLC	FCPT Holdings LLC (Non-Master Lease)	Four Corners	Extension for Master Lease Four Corners	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings, LLC	RL 1 6258	Extension for Store Number RL 1 6258	12/2/2024
Red Lobster Restaurants LLC	FCPT Holdings, LLC	RL 1 0685	Extension for Store Number RL 1 0685	9/12/2024
Red Lobster Hospitality LLC	FCPT Holdings, LLC	RL 1 0616	Extension for Store Number RL 1 0616	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings, LLC	RL 1 0569	Extension for Store Number RL 1 0569	9/12/2024
Red Lobster Restaurants LLC	FCPT Holdings LLC (Non-Master Lease)	RL 1 0547	Extension for Store Number RL 1 0547	9/12/2024
Red Lobster Restaurants LLC	ARCP RL Portfolio III, LLC	ARCP III Portfolio	Extension for Master Lease ARCP III Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio IV, LLC	ARCP IV Portfolio	Extension for Master Lease ARCP IV Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio IX, LLC	ARCP IX Portfolio	Extension for Master Lease ARCP IX Portfolio	9/15/2024
Red Lobster Restaurants LLC	ARCP RL Portfolio V, LLC	ARCP V Portfolio	Extension for Master Lease ARCP V Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio VI, LLC	ARCP VI Portfolio	Extension for Master Lease ARCP VI Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio VII, LLC	ARCP VII Portfolio	Extension for Master Lease ARCP VII Portfolio	9/15/2024
Red Lobster Restaurants LLC	ARCP RL Portfolio VIII, LLC	ARCP VIII Portfolio	Extension for Master Lease ARCP VIII Portfolio	9/15/2024
Red Lobster Hospitality LLC	ARCP RL Portfolio X, LLC	ARCP X Portfolio	Extension for Master Lease ARCP X Portfolio	9/15/2024
Red Lobster Restaurants LLC	Spirit Master Funding IX, LLC	Spirit	Extension for Master Lease Spirit	9/15/2024
Red Lobster Hospitality LLC	CLK Ann Arbor, LLC	RL 1 0260	Extension for Store Number RL 1 0260	10/20/2024
Red Lobster Hospitality LLC	FIRREK RLF LLC	RL 1 0345	Extension for Store Number RL 1 0345	10/20/2024
Red Lobster Hospitality LLC	Barlas Enterprises, Inc.	RL 1 0356	Extension for Store Number RL 1 0356	10/20/2024
Red Lobster Hospitality LLC	Keystone Fiesta Plaza, LLC	RL 1 0369	Extension for Store Number RL 1 0369	10/20/2024
Red Lobster Hospitality LLC	Mascal Family Trust dated 10/14/2008	RL 1 0381	Extension for Store Number RL 1 0381	10/20/2024
Red Lobster Restaurants LLC	Joe Amato East End Centre, LP	RL 1 0445	Extension for Store Number RL 1 0445	10/20/2024
Red Lobster Hospitality LLC	Krishnamoorti Family LP	RL 1 0492	Extension for Store Number RL 1 0492	10/20/2024
Red Lobster Hospitality LLC	Hanabi	RL 1 0579	Extension for Store Number RL 1 0579	10/20/2024
Red Lobster Hospitality LLC	Marine Iron & Ship Building Company	RL 1 0630	Extension for Store Number RL 1 0630	10/20/2024
Red Lobster Hospitality LLC	Century Plaza Commercial LLC	RL 1 0653	Extension for Store Number RL 1 0653	10/20/2024
Red Lobster Hospitality LLC	Amie Mohr, Trustee of The Horst Mohr Trust and Norman Mohr	RL 1 0710	Extension for Store Number RL 1 0710	10/20/2024
Red Lobster Hospitality LLC	Ironwood LLC	RL 1 0339	Extension for Store Number RL 1 0339	10/20/2024
Red Lobster Hospitality LLC	GSMS 2011-GC5 East Broadway Boulevard, LLC	RL 1 0869	Extension for Store Number RL 1 0869	10/20/2024
Red Lobster Hospitality LLC	Steve Hongdur Lin/Carol Yao Lin Revocable Trust	RL 1 0383	Extension for Store Number RL 1 0383	10/20/2024
Red Lobster Hospitality LLC	Far Horizons Trailer Village LLC	RL 1 0335	Extension for Store Number RL 1 0335	10/20/2024
Red Lobster Hospitality LLC	RH Tacoma Place Associates, LLC and HLR_3	RL 1 0453	Extension for Store Number RL 1 0453	10/20/2024
Red Lobster Restaurants LLC	Office Complex Enterprises, Inc.	RL 1 0568	Extension for Store Number RL 1 0568	10/20/2024
Red Lobster Hospitality LLC	Aasthi, LLC	RL 1 6257	Extension for Store Number RL 1 6257	10/20/2024
Red Lobster Restaurants LLC	JPS Realty Management, LLC	RL 1 0571	Extension for Store Number RL 1 0571	10/20/2024
Red Lobster Restaurants LLC	NADG NNN RLOB (May-ND) LP	RL 1 0575	Extension for Store Number RL 1 0575	10/20/2024
Red Lobster Restaurants LLC	GLR Property Management LLC	RL 1 0563	Extension for Store Number RL 1 0563	10/20/2024
Red Lobster Hospitality LLC	O'Beach, LLC	RL 1 0678	Extension for Store Number RL 1 0678	10/20/2024
Red Lobster Hospitality LLC	2328 Commercial Way Properties LLC	RL 1 0696	Extension for Store Number RL 1 0696	10/20/2024
Red Lobster Restaurants LLC	Redwood NC LLC	RL 1 6382	Extension for Store Number RL 1 6382	10/20/2024
Red Lobster Hospitality LLC	K.L.R. Copiague L.P.	RL 1 0614	Extension for Store Number RL 1 0614	10/20/2024
Red Lobster Hospitality LLC	YYRL, South Padre Island Drive Owner LLC; YYRL, South Padre Island Drive	RL 1 0163	Extension for Store Number RL 1 0163	10/20/2024
Red Lobster Hospitality LLC	MI Claw LLC	RL 1 0288	Extension for Store Number RL 1 0288	10/20/2024
Red Lobster Restaurants LLC	JFCE Invest-3 LLC	RL 1 0850	Extension for Store Number RL 1 0850	10/20/2024
Red Lobster Hospitality LLC	Guima Brazil USA, LLC	RL 1 6205	Extension for Store Number RL 1 6205	10/20/2024
Red Lobster Restaurants LLC	1359 SN Owners LLC	RL 1 0874	Extension for Store Number RL 1 0874	10/20/2024
Red Lobster Hospitality LLC	3815 South Lamar, LP	RL 1 0314	Extension for Store Number RL 1 0314	10/20/2024
Red Lobster Hospitality LLC	Rod De Llano Family Partnership & Herbert & Isabel Wolfe Trust	RL 1 6213	Extension for Store Number RL 1 6213	10/20/2024
Red Lobster Restaurants LLC	Paul Family Trust dated 6/19/1997	RL 1 0393	Extension for Store Number RL 1 0393	10/20/2024
Red Lobster Hospitality LLC	Smith Ranches: T&D Smith Family Trust dtd 7-2-1996	RL 1 0576	Extension for Store Number RL 1 0576	10/20/2024
Red Lobster Hospitality LLC	Yavapai-Prescott Indian Tribe	RL 1 0623	Extension for Store Number RL 1 0623	10/20/2024
Red Lobster Restaurants LLC	Eastridge LP	RL 1 0737	Extension for Store Number RL 1 0737	10/20/2024
Red Lobster Hospitality LLC	Advanced Housing Developers Inc.	RL 1 6246	Extension for Store Number RL 1 6246	10/20/2024
Red Lobster Hospitality LLC	Broadway & Pearl Associates, LLC	RL 1 6366	Extension for Store Number RL 1 6366	10/20/2024
Red Lobster Hospitality LLC	Drury Development Corp	RL 1 6286	Extension for Store Number RL 1 6286	10/20/2024
Red Lobster Hospitality LLC	Briarholm, Inc.	RL 1 0425	Extension for Store Number RL 1 0425	10/20/2024
Red Lobster Hospitality LLC	Lincoln Holdings, LLC	RL 1 6271	Extension for Store Number RL 1 6271	10/20/2024
Red Lobster Hospitality LLC	170 Wolf Road LLC	RL 1 6228	Extension for Store Number RL 1 6228	10/20/2024
Red Lobster Hospitality LLC	Rynako LP	RL 1 6332	Extension for Store Number RL 1 6332	10/20/2024
Red Lobster Canada, Inc	714 Yonge Street Inc.	RLC 8119	Extension for Store Number RLC 8119	10/20/2024
Red Lobster Canada, Inc	KS AOB Toronto Inc. and Dundas Atrium Toronto Inc.	RLC 8176	Extension for Store Number RLC 8176	10/20/2024
Red Lobster Hospitality LLC	Edward Selby/Linda Selby Trust	RL 1 0577	Extension for Store Number RL 1 0577	10/20/2024
Red Lobster Restaurants LLC	ARMEL, LLC	RL 1 0620	Extension for Store Number RL 1 0620	10/20/2024
Red Lobster Restaurants LLC	JE Fuel, LLC	RL 1 0607	Extension for Store Number RL 1 0607	12/4/2024

EXHIBIT C

~~[Schedule of Post-Effective Date Negotiated Leases]~~ Zurich Agreement]

89 ASSUMPTION AND ASSIGNMENT
AGREEMENT

THIS ASSUMPTION AND ASSIGNMENT AGREEMENT (this “Aereement”), dated as of Septeiiber [o], 2024, is made by and among Red Lobster Management LLC (“Red Lobster”),

on behalf of itself and its affiliated insureds (collectively and together with Red Lobster, the “Original Insureds”), RL Investor Holdings LLC (the “Assuming Entity”), and Zurich American Insurance Company, American Zurich Insurance Company, and American Guarantee and Liability Insurance Company, each on behalf of itself and its affiliates (collectively, “Zurich” and, together with the Original Insureds and the Assuming Entity, collectively, the “Parties,” and each, a “Party”).

WH EREAS, Zurich issued certain insurance coverage including, but not limited to, workers' compensation, automobile liability, general liability property, and voluntary international employee compensation and employers' liability insurance to the Original Insureds under and subject to the terms, conditions and limitations of certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time and for all policy periods and together with any agreements related thereto, collectively, the “Zurich Insurance Program”);”

WHEREAS, as security for certain of the obligations under the Zurich Insurance Program (subject to the terms of the Zurich Insurance Program), the Original Insureds provided to Zurich (i) one or more irrevocable letters of credit in the current aggregate amount of \$22,400,000.00 (collectively, as amended from time to time and together with the proceeds thereof, the “Existing LOCs”), (ii) one or more loss funds in the current approximate aggregate amount of [\$2,455,000.00] (collectively, the “Loss Fund”), and (iii) one or more collateral trust accounts in the current aggregate amount of \$3,500,000.00 (collectively, and together with the funds contained therein, the “Trust Account” and together with the Existing LOCs, the Loss Fund, and any other cash, credits, letters of credit, or other collateral or security provided by or on behalf of the Original Insureds to Zurich and together with the proceeds of each of the foregoing, the “Zurich Collateral”);³

i For the avoidance of doubt, the term Zurich as defined and used herein includes, but is not limited to, Zurich Services Corporation (“ZSC”) and the term Zurich Insurance Program as defined and used here includes, but is not limited to, any and all agreements by and among ZSC and any of the Original Insureds and that certain Paid Deductible and Paid Loss Retrospective Agreement by and among Red Lobster, on the one hand, and Zurich American Insurance Company and American Zurich Insurance Company, on the other hand, effective as of June 30, 2024 (as renewed, amended, modified, endorsed, or supplemented from time to time and including any exhibit or addenda thereto, the “Non-Policy Agreement”).

The Existing LOCs include, but are not limited to, that certain irrevocable letter of credit number [5000103616U issued by Wells Fargo, N.A. (the “Issuing Bank”) in the current amount of \$1,500,000 (as amended from time to time and together with the proceeds thereof, the “Released LOC”). The Existing LOCs other than the Released LOC shall be referred to herein as the “Non-Released LOCs.”

“Any and all cash provided by or on behalf of the Original Insureds to Zurich and any and all credits shall be referred to herein as the “Cash Collateral” and is part of the Zurich Collateral. For the avoidance of doubt, the term Cash Collateral as defined and used herein shall not include the Existing LOCs and the Trust Account.

WHEREAS, on May 19, 2024 (the “Petition Date”), Red Lobster and certain of its affiliates (collectively, the “Debtors”) filed petitions for relief commencing cases (collectively, the “Chapter 11 Case”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Middle District of Florida (the “Court”), which cases were administratively consolidated at Case No. 6:24-bk-02486-GER;

WHEREAS, on May 20, 2024, the Debtors filed the Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing

Assumption of the Existing Insurance Program, and (III) Granting Related Relief [Docket No. 41] (the “Assumption Motion”), seeking authority to, among other things, assume the Zurich Insurance Program in its entirety;

WHEREAS, on May 20, 2024, the Debtors filed the Motion of the Debtors for Entry of Order (I)(A) Approving Bidding Procedures for Substantially all of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protection Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Content of Notice Thereof, (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executive Contracts and Unexpired Leases, and (III) Granting Related Relief [Docket No. 49] (the “Sale Motion”);

WHEREAS, on May 22, 2024, the Court entered the Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, (III) Granting Related Relief [Docket No. 154] (the “Assumption Order”), granting the Assumption Motion and providing for, among other things, the assumption of the Zurich Insurance Program;

WHEREAS, on July 29, 2024, the Debtors filed the joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates [Docket No. 733] (as may be amended, modified, or supplemented from time to time, the “Plan”) and the Disclosure Statement for the joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates [Docket No. 734] (the “Disclosure Statement”);

WHEREAS, the Debtors now intend, and hereby represent and warrant that they intend, to proceed with the proposed sale of their assets pursuant to the Plan and not pursuant to the Sale Motion;

WHEREAS, in connection with the Plan and pursuant to that certain Amended and Restated Purchase Agreement by and among Red Lobster and the Assuming Entity, dated as of [August 22, 2024] (the “Purchase Agreement”), Red Lobster has agreed on behalf of itself and the other Original Insureds to sell, transfer and convey to the Assuming Entity, and the Assuming Entity has agreed to purchase, assume and acquire from the Original Insureds, as of the Closing Date (as such term is defined in the Purchase Agreement) all of the Original Insureds’ right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement) and to assume

the Assumed Liabilities (as defined in the Purchase Agreement), as described more fully in the Purchase Agreement;

WHEREAS, on September [o], 2024, the Court entered the [Findings of Fact, Conclusions of Law, and Order (I) Approving the Assignment of the Dispositive Statement on a Final Basis, (II) Confirming the Joint Chapter 11 Plan of Red Lobster Management LLC and Its Debtor Affiliates] [Docket No. [o]] (the “Confirmation Order”), which, among other things, approved the Disclosure Statement on a final basis, confirmed the Plan (including, without limitation, Article IV.A.3 of the Plan), approved the Purchase Agreement and this Agreement, and provides for the assignment of the Zurich Insurance Program to the Assuming Entity such that it shall become and remain liable in full for the Zurich Insurance Obligations (as defined herein);

WHEREAS, in furtherance of the transaction contemplated by the Purchase Agreement and pursuant to the Plan and Confirmation Order, the Assuming Entity has agreed to assume and to be bound by all liabilities, responsibilities and obligations of the Original Insureds under the Zurich Insurance Program including, but not limited to, the Zurich Insurance Obligations;

WHEREAS, the Original Insureds and the Assuming Entity have requested that Zurich consent to the assumption and assignment of the Zurich Insurance Program to the Assuming Entity, and as a condition for fulfilling such requests, Zurich has required, among other things, that the Original Insureds and the Assuming Entity execute this Agreement.

NOW THEREFORE, incorporating the foregoing herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Conditions to Effectiveness. The effectiveness of this Agreement and Zurich's obligations hereunder shall be subject to the prior satisfaction of all of the following material conditions precedent:

1.1. execution of this Agreement by all of the Parties;

1.2. inclusion of this Agreement in the Plan Supplement (as such term is defined in the Plan) or as an exhibit to the Confirmation Order;

1.3. entry of the Confirmation Order by the Court confirming the Plan and providing, among other things, that (i) this Agreement is approved and, subject to the execution of this Agreement by the Original Insureds, the Assuming Entity, and Zurich, the Original Insureds are authorized to and shall assign the Zurich Insurance Program and the Transferred Collateral (as defined herein) to the Assuming Entity, and the Assuming Entity shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, responsibilities, provisions and covenants of any of the Original Insureds under the Zurich Insurance Program, (ii) the Original Insureds are authorized to enter into this Agreement and grant a release to Zurich in relation to the Zurich Insurance Program, and (iii) the Confirmation Order is immediately effective upon its entry and any stay of the Confirmation Order pursuant to the Bankruptcy Code is waived, which Confirmation Order and Plan shall each be in a form acceptable to Zurich;

3

1.4. assumption of the Zurich Insurance Program by the Original Insureds pursuant to the Plan and Confirmation Order;

1.5. payment in full by the Original Insureds of all liquidated sums currently due and owing to Zurich under the Zurich Insurance Program;

1.6. confirmation of receipt by Zurich of the Draw Funds (as defined herein);

1.7. occurrence of the Closing Date (as such term is defined in the Purchase Agreement); and

1.8. occurrence of the Effective Date of the Plan (as such term is defined in the

2. Transfer. Assignment and Assumption of Zurich Insurance Program. Subject to the occurrence of the date on which all of the conditions set forth in Section 1 hereof have been satisfied (such date, the “Agreement Effective Date”), and notwithstanding anything to the contrary in the Purchase Agreement, the Plan, the Disclosure Statement, the Confirmation Order, the Sale Motion, any other Definitive Document (as defined in the Plan), any motion, notice or order regarding cure amounts, any contracts schedule, any other order of the Court, and/or any document related to any of the foregoing:

2.1. as of the Closing Date, the Original Insureds convey, transfer, and assign to the Assuming Entity and the Assuming Entity hereby accepts and assumes from the Original Insureds all currently existing and hereinafter arising rights, claims, title, interests, and responsibilities of the Original Insureds in, to, under, in connection with or relating to the Zurich Insurance Program, and the Assuming Entity agrees to observe, pay, perform, satisfy, fulfil and discharge any and all now existing or hereafter arising duties, terms, provisions, covenants, monetary and non-monetary obligations and liabilities of the Original Insureds or any of them under the Zurich Insurance Program, including, without limitation, any and all liabilities and obligations to pay or reimburse losses, defenses costs, expenses, and/or other amounts within any applicable deductibles and/or self-insured retentions, provide collateral and/or security as required by Zurich in accordance with the terms of the Zurich Insurance Program, pay premiums to Zurich, and pay service fees and/or other amounts to any applicable third party administrator (collectively and, for the avoidance of doubt, including any amounts not paid pursuant to paragraph 1.5 hereof, the “Zurich Insurance Obligations”); provided, however, that notwithstanding anything to the contrary in this Agreement and without altering the foregoing assumption of the Zurich Insurance Obligations by the Assuming Entity, the Assuming Entity is not entitled to coverage under the Zurich Insurance Program for claims against or by the Assuming Entity where the date of loss preceded the Closing Date (or as to claims-made policies, for claims made on or before the Closing Date), and, subject to the occurrence of the Agreement Effective Date, the Assuming Entity shall only be entitled to coverage under the Zurich Insurance Program pursuant to the terms of this Section 2 hereof; provided, further, that the Original Insureds shall remain

entitled to the coverage, if any, to which they were entitled under the Zurich Insurance Program for claims against or by the Original Insureds where the date of loss preceded the Closing Date (or as to claims-made policies, for claims made prior to the Closing Date);

2.2. after the Agreement Effective Date, and notwithstanding anything to the contrary contained in the Zurich Insurance Program, Zurich shall endorse the Zurich Insurance Program to amend the Zurich Insurance Program to, as of the Closing Date, remove the Original Insureds as named insureds or insureds thereunder or party thereto and add the Assuming Entity as the named insured under and party to the Zurich Insurance Program, in each instance solely for the period from and after the Closing Date (collectively, the “Amendment”), and, as of and after the Closing

Date, Zurich may enforce its rights under the Zurich Insurance Program against the Assuming Entity as though the Assuming Entity was the original named insured thereunder and a party thereto and, except as expressly set forth herein, the terms, conditions, limitations, deductibles, retentions, coverages, and policy periods under the Zurich Insurance Program remain unchanged and in full force and effect and enforceable against the Assuming Entity; provided, however, for the avoidance of doubt, the Assuming Entity shall only be entitled to the coverage that was provided to the Original Insureds under the Zurich Insurance Program and such coverage shall not include coverage for assets, operations or claims that were not otherwise covered by the terms and conditions of the coverage provided to the Original Insureds;

2.3. as of and after the Closing Date, and subject to the terms of this Agreement including, without limitation, this Section 2 hereof, the Assuming Entity is entitled to receive all insurance benefits under the Zurich Insurance Program and the right, if any, to any return premiums, loss payments, expense adjustments, return of loss funds, and other benefits under the Zurich Insurance Program shall belong to the Assuming Entity, and not to the Original Insureds, and Zurich shall provide or pay all insurance benefits under the Zurich Insurance Program to the Assuming Entity as though the Assuming Entity were the original named insured under and party to the Zurich Insurance Program, which insurance benefits may include, but are not limited to, any return premiums, loss payments, expense adjustments, and return of loss funds under the Zurich Insurance Program; provided, however, that such agreement by Zurich is conditioned on and subject to the Assuming Entity's assumption and performance of all duties and obligations to Zurich under the Zurich Insurance Program including, but not limited to, the Zurich Insurance Obligations;

2.4. as of the Closing Date, (i) the Original Insureds convey, transfer, and assign to the Assuming Entity and the Assuming Entity hereby accepts and assumes, subject to the continuing security interests and liens of Zurich, any and all of the Original Insureds' rights, claims, title, and interest, including, without limitation, any residual or contingent interest, in, to, under, in connection with or relating to the Draw Funds (as defined herein), the Loss

Fund, and the Cash Collateral (all of the foregoing, collectively, the “Transferred Collateral”), (ii) the Original Insureds hereby waive and release, and shall not have, any right, claim, title, or interest, including, without limitation, any residual or contingent interest, in, to, under, in connection with or relating to any of the Transferred Collateral, and (iii) the Transferred Collateral shall be deemed to have been provided by and/or on behalf of the Assuming Entity to Zurich, provided, that the Draw Funds are not and shall not be deemed to be property of any and all of respective bankruptcy estates of any of the Original Insureds and/or the Assuming Entity that exist, or that may exist, now, hereafter, or at any time; provided, further, that any and all of the Assuming Entity's reversionary interest, in, to, under, in connection with or relating to the Transferred Collateral is preserved; and

2.5. AS OF AND AFTER THE CLOSING DATE, NONE OF THE ORIGINAL INSUREDS SHALL BE INSURED UNDER, OR IN ANY WAY ENTITLED TO COVERAGE UNDER, THE ZURICH INSURANCE PROGRAM; PROVIDED, THAT THE ORIGINAL INSUREDS SHALL REMAIN ENTITLED TO COVERAGE TO WHICH THEY WERE ENTITLED UNDER THE ZURICH INSURANCE PROGRAM FOR CLAIMS AGAINST OR BY THE ORIGINAL INSUREDS WHERE THE DATE OF LOSS PRECEDED THE CLOSING DATE (OR AS TO CLAIMS-MADE POLICIES, WHERE THE CLAIM IS MADE PRIOR TO THE CLOSING DATE). FOR THE AVOIDANCE OF DOUBT, (A) THE ORIGINAL INSUREDS UNDERSTAND AND AGREE THAT, SUBJECT TO THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE, AS OF THE CLOSING DATE, THEY WILL NO LONGER HAVE OR BE ENTITLED TO COVERAGE UNDER THE ZURICH INSURANCE PROGRAM FOR CLAIMS AGAINST OR BY THEM FOR LOSSES AFTER THE CLOSING DATE (OR AS TO CLAIMS-MADE POLICIES, WHERE THE CLAIM IS MADE ON OR AFTER THE CLOSING DATE), AND (B) THE ASSUMING ENTITY UNDERSTANDS AND AGREES THAT THIS AGREEMENT DOES NOT CREATE A RIGHT TO COVERAGE FOR IT UNDER THE ZURICH INSURANCE PROGRAM FOR CLAIMS AGAINST OR BY THE ASSUMING ENTITY PRIOR TO THE CLOSING DATE.

3. No Alteration of Zurich Insurance Program. Except as expressly set forth herein, nothing alters the terms and conditions of the Zurich Insurance Program and/or the availability or scope of coverage under the Zurich Insurance Program. For the avoidance of doubt, any discharge and/or release granted to the Original Insureds pursuant to the Plan, the Confirmation Order, any order granting the Sale Motion, and/or the Bankruptcy Code shall not prohibit any third-party claimants with claims against the Original Insureds from seeking relief from the injunctions set forth in Article VIII.A of the Plan from the Bankruptcy Court to proceed with their claims nominally against any of the Original Insureds in the appropriate judicial or administrative forum to recover under the Zurich Insurance Program including, without limitation, with respect to any

deductibles or self-insured retentions in accordance with the terms and conditions of the Zurich Insurance Program and applicable non-bankruptcy law; provided, however, that nothing herein lifts or modifies the automatic stay of section 362(a) of the Bankruptcy Code and/or the injunctions set forth in Article VIII.A of the Plan or the corresponding provisions in the Confirmation Order with respect to any such claims; provided, further, however, that the Original Insureds and/or the Assuming Entity, as applicable, shall comply with and satisfy any and all duties to cooperate with the defense of any claims in accordance with the terms of the Zurich Insurance Program.

4. No Obligation or Liability of Zurich to Allocate Coverage. As of the Agreement Effective Date, (i) Zurich shall be under no obligation whatsoever to determine the applicability of any insurance policy that makes up the Zurich Insurance Program, and/or the availability of coverage or proceeds thereunder, with respect to any underlying claim against the Original Insureds, the Assuming Entity, or both, except in the normal course of responding to the tender of a claim; (ii) without altering Zurich's ability to determine if coverage exists under the Zurich Insurance Program and how losses, insurance proceeds or benefits are allocated between or among multiple insureds or claimants, issues regarding allocation of losses, insurance proceeds or benefits as between the Original Insureds and the Assuming Entity shall otherwise be determined by and between the Original Insureds and the Assuming Entity, at their sole cost and expense; (iii) Zurich shall in no event be responsible or liable for any allocation or alleged misallocation of coverage or proceeds between the Original Insureds and the Assuming Entity; and (iv) the Original Insureds and the Assuming Entity hereby release and the Assuming Entity holds Zurich harmless from any responsibility or liability for any loss, cost, damage, or expense actually or allegedly incurred by the Original Insureds or the Assuming Entity relating to such allocation or misallocation as between the Original Insureds and the Assuming Entity and the Assuming Entity agrees to defend and indemnify Zurich with respect thereto.

5. No Obligation of Zurich to Renew. Zurich shall have no obligation to extend and/or renew any insurance coverage provided by Zurich to the Original Insureds including any insurance coverage conveyed, transferred, or assigned to, and accepted and assumed by, the Assuming Entity pursuant to this Agreement. **NO FURTHER NOTICE FROM ZURICH SHALL BE REQUIRED TO ALLOW THE ZURICH INSURANCE PROGRAM OR ANY PORTION THEREOF TO EXPIRE AND TERMINATE AT THE END OF ANY CURRENTLY APPLICABLE POLICY TERM.**

6. No Limitation of Liability to Zurich. Notwithstanding anything to the contrary in the Plan, the Purchase Agreement, the Disclosure Statement, the Confirmation Order, the Sale Motion, any other Definitive Document, any motion, notice or order regarding cure amounts, any contracts schedule, any other order of the Court, and/or any document related to any of the foregoing, as of the Closing Date any provision which reduces, limits or excludes (or purports to reduce, limit or exclude) the Assuming Entity's liability and/or obligations for all or any part of the Original Insureds' liabilities with respect to insurance shall not be applicable to, or reduce, limit, exclude, modify or impair in any respect, the Assuming Entity's liabilities and/or obligations to Zurich related to the Zurich Insurance Obligations, the Zurich Insurance Program, and/or this Agreement. The liabilities and obligations of the Assuming Entity under the Zurich Insurance Program shall be determined pursuant to the terms and conditions of the Zurich Insurance Program as though the Assuming Entity was the original

7. Release by Original Insureds and Assumint Entity. In consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, upon the Agreement Effective Date, the Original Insureds, jointly and severally, on behalf of themselves, their bankruptcy estates and all parties claiming by, through or under each of them and each of their respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively, and including any chapter 7 trustee appointed pursuant to the Bankruptcy Code, the “Original Insured Entities”) and the Assuming Entity, jointly and severally, on behalf of itself and all parties claiming by, through or under it and its respective agents, employees, representatives, officers, attorneys, shareholders, members, partners, directors, successors, assigns, trustees, estates and predecessors in interest of each of the foregoing (collectively and together with the Original Insured Entities, the “Releasing Parties”) hereby waive, release, acquit and forever discharge Zurich and each of its respective agents, employees, representatives, officers, attorneys, shareholders, directors, parents, subsidiary corporations, affiliates, successors, assigns, trustees and predecessors in interest (collectively, the “Zurich Releasees”) from any and all claims, counterclaims, rights, demands, obligations, causes of action, actions, costs, damages, losses, liabilities, and attorneys’ fees, arising under any statute, federal, state, or local regulation, ordinance or common law, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, which exist or may exist that the Releasing Parties may have against any or all of the Zurich Releasees from the beginning of time through the Agreement Effective Date, arising out of or in any way related to the Zurich Insurance Program (including, but not limited to, any and all of such pursuant to b 362, 363, 364, 365, 542, 544, 547, 548, 549, and 550 of the Bankruptcy Code); provided, however, that the release set forth in this Section 7 shall not apply to (i) Zurich’s obligations under, in connection with or relating to the Zurich Insurance Program; and (ii) the obligations expressly contained in this Agreement.

8. Consent. Zurich hereby consents to the Original Insureds’ conveyance, assignment and transfer, and the Assuming Entity’s assumption and acceptance of, the Zurich Insurance Program and the Zurich Insurance Obligations, and related benefits thereunder, subject to the terms and conditions of this Agreement.

9. The Released LOC, the Full Draws, and Future Provision of Collateral.

9.1. Within five (5) business days after the date on which this Agreement is duly executed by the Parties, Zurich shall (i) fully and finally release the Released LOC to the Issuing Bank with instructions that the Released LOC may be cancelled in accordance with and subject to the terms of the Released LOC and/or applicable non-bankruptcy law, (ii) submit one or more requests to the Issuing Bank for a draw on the Non-Released LOCs in the full amount thereof in accordance with and subject to the terms of the Non-Released LOCs and/or applicable non-bankruptcy law (the “Full LOC Draw”), and (iii) withdraw all of the funds contained in the Trust Account (the “Full Trust Withdrawal,” and together with the “Full LOC Draw,” the “Full Draws”). The Original Insureds and the Assuming Entity hereby (i) agree that Zurich is authorized and permitted to effectuate the Full Draws notwithstanding anything to the contrary contained in any agreements

governing and/or applicable to the Non-Released LOCs and/or the Trust Account including, without limitation, the Non-Policy Agreement, (ii) agree and consent to the Full Draws, (iii) waive and release any and all rights to object to, oppose, or contest the Full Draws, and (iv) agree to and shall cooperate fully with Zurich in connection with and with respect to the Full Draws including, without limitations by providing any and all documentation that may be necessary or appropriate to effectuate the Full Draws. The proceeds and/or funds received by Zurich as a result of the Full Draws shall be referred to herein collectively as the “Draw Funds.”

9.2. Except for the Assuming Entity replacing Red Lobster as the counterparty to the Non-Policy Agreement pursuant to Section 2.2 hereof, nothing amends, modifies, or otherwise alters the terms and conditions of the Non-Policy Agreement including, without limitation, any agreement to arbitrate disputes and any provisions regarding Zurich's rights to periodically review the collateral requirements under the Zurich Insurance Program and to adjust the collateral requirements at any time; provided, that the Assuming Entity hereby acknowledges and agrees (i) to deliver any additional collateral required by Zurich in order to secure the Assuming Entity's obligations to Zurich assumed hereunder within thirty (30) calendar days after Zurich's demand therefor, (ii) the Transferred Collateral and any and all other collateral provided by or on behalf of the Assuming Entity to Zurich shall secure all obligations and liabilities arising at any time under the Zurich Insurance Program subject to the terms of the Zurich Insurance Program, and (iii) in addition to any other remedies that Zurich may have, Zurich may draw on and/or apply all or any part of the Transferred Collateral and/or any and all other collateral securing the Assuming Entity's obligations to Zurich in each instance in which the Assuming Entity has failed to observe, pay, perform, satisfy, fulfill or discharge, in whole or in part, any of the Zurich Insurance Obligations subject to the terms of the Zurich Insurance Program and regardless of whether any of the Zurich Insurance Obligations arise prior to, on, or after the Closing Date.

10. Billing. Following the Agreement Effective Date, the Assuming Entity shall be responsible for satisfaction in full of the Zurich Insurance Obligations, and Zurich will bill only the Assuming Entity directly for the Zurich Insurance Obligations.

11. Further Assurances. Each Party agrees to take such further actions as may be reasonably necessary or as another Party may reasonably request in order to achieve the purpose and intent of this Agreement, or to consummate the transactions contemplated under this Agreement. If required by Zurich, an amendment to the Zurich Insurance Program, endorsements to any insurance policies that make up the Zurich Insurance Program, or similar documentation will be executed, in form and substance satisfactory to Zurich, by any of the Original Insureds, the Assuming Entity, and/or Zurich reflecting the terms of this Agreement

12. Notices. All communications required under this Agreement shall be in writing, shall be deemed delivered when received, and shall be addressed as follows:

If to the Assuming Entity: RL Investor Holdings LLC
In each instance to the Attention of:
Mail Address:

Facsimile:
E-Mail:

If to the Original Insureds: Red Lobster Management LLC
In each instance to the Attention of:
Mail Address:

Facsimile:
E-Mail:

If to Zurich: Zurich American Insurance Company
American Zurich Insurance Company
American Guarantee and Liability Insurance Company
Office of General Counsel
1299 Zurich Way
Schaumburg, Illinois 60196

In each instance to the Attention of:
Mail Address:

13. Representations and Warranties.

13.1. T

EXHIBIT D

[Notice of Entry of Confirmation Order]
UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

IN RE: Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,⁸ Case No. 6:24-bk-02486-GER
Lead Case

<u>RED LOBSTER RESTAURANTS LLC,</u>	<u>Jointly Administered with</u> Case No. 6:24-bk-02487-GER
<u>RLSV, INC.,</u>	Case No. 6:24-bk-02488-GER
<u>RED LOBSTER CANADA, INC.,</u>	Case No. 6:24-bk-02489-GER
<u>RED LOBSTER HOSPITALITY LLC,</u>	Case No. 6:24-bk-02490-GER
<u>RL KANSAS LLC,</u>	Case No. 6:24-bk-02491-GER
<u>RED LOBSTER SOURCING LLC,</u>	Case No. 6:24-bk-02492-GER
<u>RED LOBSTER SUPPLY LLC,</u>	Case No. 6:24-bk-02493-GER
<u>RL COLUMBIA LLC,</u>	Case No. 6:24-bk-02494-GER
<u>RL OF FREDERICK, INC.,</u>	Case No. 6:24-bk-02495-GER
<u>RED LOBSTER OF TEXAS, INC.,</u>	Case No. 6:24-bk-02496-GER
<u>RL MARYLAND, INC.,</u>	Case No. 6:24-bk-02497-GER
<u>RED LOBSTER OF BEL AIR, INC.,</u>	Case No. 6:24-bk-02498-GER
<u>RL SALISBURY, LLC,</u>	Case No.
<u>6:24-bk-02499-GER RED LOBSTER INTERNATIONAL HOLDINGS LLC,</u>	Case No.
<u>6:24-bk-02500-GER</u>	

Debtors.

NOTICE OF CONFIRMATION OF PLAN,
PERMANENT INJUNCTION, AND VARIOUS DEADLINES

PLEASE TAKE NOTICE that on September , 2024, the United States Bankruptcy Court for the Middle District of Florida entered *Findings of Fact, Conclusions of Law, and Order* **(I) Approving the Adequacy of the Disclosure Statement on a Final Basis and (II) Confirming the Joint Chapter 11 Plan for Red Lobster Management LLC and its Debtor Affiliates (the**

⁸ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors’ principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

Lobster Management LLC and its debtor affiliates, as debtors and debtors-in-possession in the above captioned chapter 11 cases (collectively, the “Debtors”);

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at <https://dm.epiq11.com/RedLobster>;

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, the automatic stay of Section 362 of the United States Bankruptcy Code and in existence on the date of the confirmation of the Plan shall continue in full force and effect until the Plan Effective Date and the Debtors and the Estates shall be entitled to all of the protections afforded thereby, all in accordance with the Plan;

PLEASE TAKE FURTHER NOTICE that the Confirmation Order contains the following permanent injunction:

Article VIII(A)(5): Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order with respect to the Plan, all Persons⁹ who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, any of the Debtors that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against any of the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), the GUC Trustee, as applicable, or any of the other Exculpated Parties or any of the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff or subrogation against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless, with respect to setoff, such holder has Filed a motion requesting the right to perform such setoff on or before the Plan Effective Date or Filed a Proof of Claim that asserts or preserves any such right, and until such motion has been granted or the Filed Proof of Claim is Allowed.

Upon entry of the Confirmation Order with respect to the Plan, all holders of Claims and Causes of Action against, and Interests in, any of the Debtors and their

⁹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

NOTICE IS FURTHER GIVEN THAT the Confirmation Order provides, among other things, the following deadlines:

a. **Administrative Expense Claims Bar Date (General).** Other than holders of (a) DIP Claims, (b) Professional Fee Claims, (c) Administrative Expense Claims Allowed by an order of the Bankruptcy Court on or before the Plan Effective Date, or (d) Administrative Expense Claims that arose in the ordinary course of business under assumed Unexpired Leases or Executory Contracts, holders of any Administrative Expense Claim must File and serve upon Debtors' counsel, Plan Administrator's counsel, and the GUC Trustee's counsel, as applicable, a request for allowance and payment of such Administrative Expense Claim by no later than the Administrative Expense Claims Bar Date. Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable, or their respective property, and such Administrative Expense Claims shall be deemed discharged as of the Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court. The Plan defines the "Administrative Expense Claims Bar Date" as the deadline for Filing requests for payment of Administrative Expense Claims (other than DIP Claims and the Professional Fee Claims, which shall be paid in accordance with the DIP Orders and the Plan, as applicable), which shall be thirty (30) days after the Plan Effective Date, except as specifically set forth to the contrary in the Plan or a Final Order. The Debtors anticipate the Plan Effective Date to be on the first Business Day after the Confirmation Date on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent to the occurrence of the Plan Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. Accordingly, the Administrative Expense Claims Bar Date will be on or about October 15, 2024. Soon after the Plan Effective Date, the Debtors shall File a notice of the Plan Effective Date on the main case docket of these Chapter 11 Cases, which can be accessed through an account obtained from PACER Service Center at 1-800-676-6856 or <http://pacer.psc.uscourts.gov/>. Notice of the Plan Effective Date will also be posted at <https://dm.epiq11.com/RedLobster>. At that time, please refer to the Notice of the Plan Effective Date to determine the Administrative Expense Claims Bar Date.

Any such person who fails to timely File and serve a request for payment of an Administrative Expense Claim will be **FOREVER BARRED** from seeking payment of such Administrative Expense Claim by the Debtors, Reorganized Debtors, Wind-Down Debtors or the GUC Trustee.

b. **Rejection Damage Claims Bar Date:** All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date. The Debtors shall provide notice of such rejection and specify the appropriate deadline for the filing of such

Proof of Claim. The deadline for filing a Proof of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to a prior order of the Bankruptcy Court shall be as set forth in such order. Each Claim arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim subject to any applicable limitation or defense under the Bankruptcy Code and applicable law. Any entity that is required to File a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to do so shall be forever barred, estopped, and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, their Estates, the Reorganized Debtors, the Purchaser, the Wind- Down Debtors, the Plan Administrator, the GUC Trust or the GUC Trustee, or any of their respective property, successors or assigns, and such Claims shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Plan Effective Date, be subject to the permanent injunction set forth in Article VIII of the Plan. If such Claim is untimely Filed, it shall not be Allowed for distribution purposes pursuant to the Plan, unless the Claims Objection Bar Date passes without an objection or other proceeding to disallow, or otherwise eliminate or reduce, such Claim having been initiated.

Dated: September [●], 2024

Respectfully submitted,

~~[TO BE FILED]~~

W. Austin Jowers (admitted *pro hac vice*)
Jeffrey R. Dutson (admitted *pro hac vice*) Sarah L. Primrose (FL Bar No. 98742)
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Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

Counsel for Debtors and Debtors-in-Possession

This is **Exhibit “C”** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 6th day of September, 2024



A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov**

IN RE:	Chapter 11 Cases
RED LOBSTER MANAGEMENT LLC, ¹	Case No. 6:24-bk-02486-GER
	Jointly Administered with
RED LOBSTER RESTAURANTS LLC, RLSV, INC.	Case No. 6:24-bk-02487-GER Case No. 6:24-bk-02488-GER
RED LOBSTER CANADA, INC.,	Case No. 6:24-bk-02489-GER
RED LOBSTER HOSPITALITY LLC,	Case No. 6:24-bk-02490-GER
RL KANSAS LLC,	Case No. 6:24-bk-02491-GER
RED LOBSTER SOURCING LLC,	Case No. 6:24-bk-02492-GER
RED LOBSTER SUPPLY LLC,	Case No. 6:24-bk-02493-GER
RL COLUMBIA LLC,	Case No. 6:24-bk-02494-GER
RL OF FREDERICK, INC.,	Case No. 6:24-bk-02495-GER
RED LOBSTER OF TEXAS, INC.,	Case No. 6:24-bk-02496-GER
RL MARYLAND, INC.,	Case No. 6:24-bk-02497-GER
RED LOBSTER OF BEL AIR, INC.,	Case No. 6:24-bk-02498-GER
RL SALISBURY, LLC,	Case No. 6:24-bk-02499-GER
RED LOBSTER INTERNATIONAL HOLDINGS LLC,	Case No. 6:24-bk-02500-GER

Debtors.

**SECOND AMENDED JOINT CHAPTER 11 PLAN FOR
RED LOBSTER MANAGEMENT LLC AND ITS DEBTOR AFFILIATES**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors’ principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

Dated: September 4, 2024

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[Counsel for Debtors and Debtors-in-Possession]

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INTRODUCTION

Red Lobster Management LLC and the other debtors and debtors in possession in the above captioned cases (collectively, the “Debtors”), propose this joint Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in Article I.A of the Plan.

Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtors’ history, business, assets, results of operations, historical financial information, and projections, as well as a summary and description of the Plan and certain related matters. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

The Debtors shall pursue Confirmation of the Plan and a Sale Transaction that will be structured as either, at the election of the Purchaser, (i) a sale of all or substantially all of the assets of the Debtors or (ii) a sale of (a) all or substantially all of the assets of RL Management, RL International, and RLSV and (b) all or substantially all of the equity interests in the Reorganized Debtors (excluding RL Management), pursuant to section 1129 of the Bankruptcy Code and one or more Purchase Agreements.

All holders of Claims entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan.

I. DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below.

“363 Asset Sale” means the sale to Purchaser of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code and the Purchase Agreement.

“510(b) Claim” means any Claim against the applicable Debtor that is subordinated pursuant to section 510(b) of the Bankruptcy Code.

“Administrative Expense Claim” means a Claim entitled to priority for costs and expenses of administration of the Debtors’ Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the applicable Estate and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the applicable Chapter 11 Cases; and (c) all fees and charges assessed against the Debtors’ Estates under chapter 11 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

“Administrative Expense Claims Bar Date” means the deadline for Filing requests for payment of Administrative Expense Claims (other than DIP Claims and the Professional Fee Claims, which shall be paid in accordance with the DIP Orders and the Plan, as applicable), which shall be thirty (30) days after the Plan Effective Date, except as specifically set forth to the contrary in the Plan or a Final Order.

“Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

“Allowed” means with respect to a Claim, except as otherwise provided herein: (a) a Claim in a liquidated amount as to which no objection has been Filed prior to or on the applicable objection deadline and that is either evidenced by a timely Filed Proof of Claim or that is not required to be evidenced by a Proof of Claim under the Plan, the Bankruptcy Code, or a Final Order; (b) a Claim that is scheduled by the Debtors on their Schedules as neither disputed, contingent, nor unliquidated, and for which no Proof of Claim has been Filed in an unliquidated or different amount; or (c) a Claim that is deemed “Allowed” (i) pursuant to the Plan, (ii) in any stipulation approved by the Bankruptcy Court, (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or (iv) by Final Order (including any Claim to which the Debtors had objected or which the Bankruptcy Court had allowed prior to such Final Order); provided, that with respect to a Claim described in clauses (a) through (c) above, such Claim shall be considered Allowed only if and to the extent no objection to the allowance of such Claim has been Filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection had been Filed, it was overruled and such Claim was Allowed by a Final Order; provided, further, that no Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount that it owes to the applicable Debtor, Reorganized Debtor, or Wind-Down Debtor, as applicable.

“Assumed Executory Contracts and Unexpired Leases List” means the list compiled by the Debtors, with the consent of the Purchaser, of Executory Contracts and Unexpired Leases that will (i) in the event of a Reorganized Equity Sale, be assumed by the Debtors (and, in some cases, assigned to the Purchaser) pursuant to the Plan or (ii) in the event of a 363 Asset Sale, be assumed by the Debtors and assigned to the Purchaser, in each case which list may be amended from time to time with the consent of the Purchaser.

“Assumed Liabilities” has the meaning set forth in the Purchase Agreement.

“Assumption and Assignment Procedures” has the meaning assigned to it in the Bidding Procedures Order.

“Avoidance Actions” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through and including 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended from time to time to the extent applicable to the Chapter 11 Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the Middle District of Florida.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the Judicial Code and the general, local, and chambers rules of the

Bankruptcy Court, each as it may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

“Bidding Procedures” means, the sale procedures attached to the Bidding Procedures Order as Exhibit 1.

“Bidding Procedures Motion” means that certain *Motion of the Debtors for Entry of Order (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [ECF No. 49].

“Bidding Procedures Order” means that certain *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [ECF No. 386].

“Business Day” means any day other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

“Canadian Proceeding” means that certain ancillary proceeding commenced by RL Management, in its capacity as foreign representative of the Debtors, in Canada recognizing the Chapter 11 Cases pursuant to the Companies’ Creditors Arrangement Act (Canada, R.S.C. 1985, c. C-36).

“Cash” means legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

“Cash Management Orders” means (i) that certain *Interim Order Granting Debtors’ Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Use Existing Cash Management System, (II) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, (III) Honor Certain Related Prepetition and Postpetition Obligations, and (IV) Perform Intercompany Transactions, (B) Granting A Waiver of Certain Investment and Deposit Guidelines, and (C) Granting Related Relief* [ECF No. 126], and (ii) that certain *Final Order Granting Debtors’ Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Use Existing Cash Management System, (II) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, (III) Honor Certain Related Prepetition and Postpetition Obligations, and (IV) Perform Intercompany Transactions, (B) Granting A Waiver of Certain Investment and Deposit Guidelines, and (C) Granting Related Relief* [ECF No. 394].

“Causes of Action” means, collectively, any and all Claims, interests, damages, remedies, demands, rights, actions, suits, claims, cross-claims, counterclaims, third-party claims, obligations, liabilities, defenses, offsets, powers, privileges, licenses, indemnities, guaranties, franchises, debts, liens, losses, costs (including attorneys’ fees and costs of defense and investigation), expenses, controversies, assessments, penalties, fines, charges, promises, commitments, appeals, omissions, contingencies, sums of money, judgments, executions and causes of action of any kind, nature or character whatsoever (whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly, indirectly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise). Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and Claims under contracts or for breaches of duties imposed by applicable law; (b) the right to object to or otherwise contest Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such Claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Claim under any state, federal or foreign law, including any fraudulent transfer or similar Claim or claim.

“Chapter 11 Case(s)” means, when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all of the Debtors, the jointly administered cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

“Claim” means any claim, as defined in section 101(5) of the Bankruptcy Code, to the extent not paid during the course of the Chapter 11 Cases.

“Claims, Noticing, and Solicitation Agent” means Epiq Corporate Restructuring, LLC, as the noticing, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

“Claims Register” means the official register of Claims maintained by the Claims, Noticing, and Solicitation Agent.

“Class” means a category of Claims or Interests established for the purposes of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

“Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code by the United States Trustee, as the membership of such committee is from time to time constituted and reconstituted.

“Confirmation” means entry of a Confirmation Order on the docket of the Chapter 11 Cases of the Debtors within the meaning of Bankruptcy Rules 5003 and 9021.

“Confirmation Date” means a date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases of the Debtors.

“Confirmation Hearing” means a hearing before the Bankruptcy Court at which the Debtors seek entry of the Confirmation Order and final approval of the Disclosure Statement.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, including all exhibits, appendices, supplements and related documents, which shall be in form and substance reasonably acceptable to the Debtors, the Committee, and the Prepetition Term Loan Parties, and, absent repayment in full in Cash of the DIP Facility prior to the entry by of the Confirmation Order, the DIP Secured Parties.

“Consummation” means the occurrence of the Plan Effective Date.

“Control” (including, with its correlative meanings, “controlling,” “controlled by,” and “under common control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

“Cure Amount” means the amount, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties to such Executory Contract or Unexpired Lease) that is to be assumed by the Debtors (and, in the event of a 363 Asset Sale, potentially assigned to the Purchaser(s)) pursuant to sections 365 or 1123 of the Bankruptcy Code).

“Debtor” or “Debtors” has the meaning set forth in the Introduction.

“Debtor ABL Loan Parties” means RL Management, as the borrower, and the other Debtors party to that certain Prepetition ABL Credit Agreement.

“Definitive Documents” means all documents implementing the Plan and shall include, as applicable and dependent upon the Restructuring Transactions actually implemented: (a) all pleadings Filed by any Debtor in the Chapter 11 Cases (and related orders), including the First Day Pleadings and all proposed orders sought pursuant thereto; (b) the DIP Documents, the DIP Motion, and the DIP Orders; (c) the Plan; (d) the Disclosure Statement; (e) the Solicitation Materials as they relate to the Plan and any motion seeking approval thereof; (f) the memorandum of law in support of approval of the Disclosure Statement and Confirmation of the Plan; (g) the Confirmation Order; (h) each of the documents comprising the Plan Supplement; (i) the Bidding Procedures, the Bidding Procedures Motion and Bidding Procedures Order; (j) to the extent applicable, the Stalking Horse Asset Purchase Agreement and/or any other Purchase Agreement(s) and the order or orders approving the sale or sales contemplated thereby; (k) the Plan Administrator Agreement(s); (l) the New Organizational Documents; (m) the GUC Trust Agreement; (n) any and all filings with or notices to any governmental or regulatory authority, in each case, as may be required under applicable law in connection with the Chapter 11 Cases, the Restructuring Transactions, or the occurrence of the Plan Effective Date; and (o) any and all other Sale Transaction Documents, deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, or instruments or other documents relating to the Sale Transaction or other Restructuring Transactions or reasonably desirable or necessary to consummate and document the Sale Transaction or other Restructuring Transactions, including any agreements, instruments, pleadings, orders, and/or other documentation Filed in the Chapter 11 Cases (including any exhibits, annexes, schedules, amendments, modifications, or supplements made from time to time thereto in accordance with their terms).

“DIP Agent” has the meaning set forth in the Final DIP Order.

“DIP Claims” means all Claims of the DIP Lenders and the DIP Agent derived from, based upon, relating to, or arising under the DIP Facility and Final DIP Order.

“DIP Documents” has the meaning set forth in the Final DIP Order.

“DIP Facility” has the meaning set forth in the Final DIP Order.

“DIP Lenders” has the meaning set forth in the Final DIP Order.

“DIP Motion” means that certain *Emergency Motion for Interim and Final Orders (I) Approving Postpetition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [ECF No. 43].

“DIP Orders” means the Interim DIP Order and the Final DIP Order.

“DIP Secured Parties” has the meaning set forth in the Final DIP Order.

“Disallowed” means, with respect to a Claim, a Claim (or portion thereof) that has been denied, dismissed, or overruled pursuant to the Plan or a Final Order.

“Disclosure Statement” means the disclosure statement for the Plan, including all exhibits and schedules thereto.

“Disputed” means, with respect to a Claim, (a) any such Claim to the extent neither Allowed nor Disallowed under the Plan or a Final Order or deemed Allowed under sections 502, 503 or 1111 of the Bankruptcy Code, or (b) any such Claim to the extent the applicable Debtors, the Plan Administrator, the GUC Trustee, or any party in interest have interposed a timely objection to such Claim before the deadlines imposed by the Confirmation Order, which objection has not been withdrawn or determined by a Final Order. To the extent only the Allowed amount of a Claim is disputed, such Claim shall be deemed Allowed in the amount not disputed, if any, and Disputed as to the balance of such Claim.

“Distribution” means any distribution by the Debtors, the Plan Administrator or GUC Trustee to a holder of an Allowed Claim, as applicable.

“Distribution Date” means (a) for all Allowed Claims other than General Unsecured Claims, the Initial Distribution Date, and the first Business Day after the end of the months of June and December, commencing with the first such date to occur more than ninety (90) days after the Initial Distribution Date and continuing until the Final Distribution Date and (b) for Allowed General Unsecured Claims, such date as the GUC Trustee determines in its sole discretion to effectuate a distribution; provided, however, that a Distribution Date (other than the Initial Distribution Date and the Final Distribution Date) shall not occur if the aggregate value of the consideration to be distributed on account of all Allowed Claims on such Distribution Date is less than \$50.00, in which case the amount to be distributed shall be retained and added to the amount to be distributed on the next Distribution Date.

“Distribution Record Date” means (i) seven (7) days prior to the Plan Effective Date; or (ii) such other date as agreed upon among the Debtors and the Prepetition Term Loan Agent.

“Equityholder Litigation Claims” means claims or causes of action, if any, against (i) direct and indirect equityholders of the Debtors and (ii) former officers and directors of the Debtors (other than the officers and directors of the Debtors as of the Petition Date), which shall in each case be vested in the GUC Trust on the Plan Effective Date.

“Estate” or “Estates” means the estate(s) of a Debtor(s) created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Chapter 11 Case.

“Exculpated Parties” means (a) the directors and officers of each of the Debtors and the members of any board of managers or directors of each Debtor, and in each case, who served the Debtors in such capacities at any time between the Petition Date and the Plan Effective Date; (b) all Professionals and agents retained by the Debtors in the Debtors’ Chapter 11 Cases; (c) the Committee and those individual members of the Committee who vote to accept the Plan; (d) all Professionals and agents retained by the Committee in the Debtors’ Chapter 11 Cases; (e) the Plan Administrator and GUC Trustee; and (f) with respect to each Person described in clauses (a) through (e) of this definition, each of such Person’s employees, directors, managers, partners, committee members, attorneys, representatives, successors, assigns, heirs, executors, estates, and nominees, solely in their capacity as such.

“Executory Contract” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

“File,” “Filed,” or “Filing” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court (including requests for allowance of an Administrative Expense Claim) or, with respect to the filing of a Proof of Claim, the Claims, Noticing, and Solicitation Agent.

“Final DIP Order” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [ECF No. 393].

“Final Distribution Date” means the Distribution by the Plan Administrator and GUC Trustee, as applicable, that satisfies all Claims to the extent provided in accordance with this Plan.

“Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, or seek certiorari has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari or leave to appeal could be sought or the new trial, reargument, leave to appeal, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice, provided, however, that no order or judgment shall fail to be a “Final Order” solely

because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“First Day Pleadings” means those certain motions, applications, and related pleadings Filed by the Debtors on or about the Petition Date.

“General Unsecured Claim” means, collectively, any Claim against one or more of the Debtors that is not a/an Assumed Liability, Administrative Expense Claim, Priority Tax Claim or Other Priority Claim, Professional Fee Claim, Intercompany Claim, Prepetition Term Loan Claim, or Miscellaneous Secured Claim. For the avoidance of doubt, Rejection Claims are General Unsecured Claims and any deficiency Claim of a holder of Prepetition Term Loan Claims are General Unsecured Claims. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant General Unsecured Claim, including subsection 502(b)(6) and subsection 502(b)(7) thereof.

“Governance Documents” means, with respect to any Person that is an entity, such entity’s organizational and governance documents, including its certificate or articles of incorporation, certificate of formation or certificate of limited partnership, its bylaws, limited liability company agreement, operating agreement, or limited partnership agreement, and any indemnification agreements, stockholders agreements, or registration rights agreements (or equivalent governing documents of any of the foregoing).

“Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code.

“GUC Fund” means an amount equal to the Plan Funding Amount *less* the amounts needed to satisfy all Allowed Priority Tax Claims and Allowed Other Priority Claims *less* the amount of Allowed Administrative Expense Claims to the extent they are not Assumed Liabilities (except for DIP Claims and Allowed Professional Fee Claims). The GUC Fund will be funded through either Excluded Cash (as defined in the Stalking Horse Asset Purchase Agreement), DIP Loans (as defined in the DIP Motion), or, in the event a party other than the Stalking Horse Purchaser is the Purchaser, Cash proceeds from the Sale Transaction.

“GUC Litigation Proceeds” means forty percent (40%) of the net proceeds recovered by the GUC Trust from the Equityholder Litigation Claims.

“GUC Trust” the trust established in accordance with Article IV.C.11 of the Plan.

“GUC Trust Agreement” means the agreement to be executed between the GUC Trustee and the Debtors establishing the GUC Trust, which will be prepared by the Committee, filed with the Plan Supplement, and reasonably acceptable to the Committee, the Debtors and the Prepetition Term Loan Agent.

“GUC Trust Assets” means the GUC Fund, the Equityholder Litigation Claims, and the resulting GUC Litigation Proceeds, if any.

“GUC Trust Documents” means the GUC Trust Agreement and any ancillary documents relating thereto.

“GUC Trustee” means the Person to be chosen by the Committee to serve as trustee of the GUC Trust, which Person shall be identified in the Plan Supplement and be reasonably acceptable to the Prepetition Term Loan Agent and the Debtors, or any successor trustee of the GUC Trust.

“Impaired” means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Initial Distribution Date” means, except with respect to the GUC Trust, the Plan Effective Date or as soon as reasonably practical thereafter; provided, however, that in no event shall the Initial Distribution Date be more than thirty (30) days after the Plan Effective Date unless otherwise ordered by the Bankruptcy Court; provided, further, that, for the avoidance of doubt, the Initial Distribution Date for Distributions made by the GUC Trust shall not occur until the GUC Trustee, in its discretion, determines that it is cost-effective to make such Distribution.

“Intercompany Claim” means any Claim against a Debtor held by another Debtor.

“Interest” means the rights of the holders of the common stock, membership interests or other equity interests issued by a Debtor and outstanding immediately prior to the Petition Date, including any options, warrants or other rights with respect thereto, or any other instruments evidencing an ownership interest in the applicable Debtor and the rights of any Person to purchase or demand the issuance of any of the foregoing.

“Interim DIP Order” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [ECF No. 127].

“Lien” has the meaning set forth in section 101(37) of the Bankruptcy Code.

“Miscellaneous Secured Claim” means any Secured Claim against any applicable Debtor, other than the DIP Claims and the Prepetition Term Loan Lender Claims.

“Miscellaneous Secured Claims Collateral” means any property subject to a Lien securing a Miscellaneous Secured Claim, which Lien is senior in priority to the Liens of the Prepetition Term Loan Parties under applicable law and the DIP Orders.

“Miscellaneous Secured Claim Sale Proceeds” means the net proceeds, if any, attributable to a sale of any Miscellaneous Secured Claims Collateral.

“New Board” means, in the event of a Reorganized Equity Sale, the respective board of managers or member managers (or other applicable governing body), as applicable, of the Reorganized Debtors immediately following the occurrence of the Plan Effective Date, to be appointed in accordance with the Plan and the New Organizational Documents.

“New Organizational Documents” means, collectively, the Governance Documents of the Reorganized Debtors, which shall be determined by and be acceptable in form and substance solely to the Purchaser.

“New Reorganized Debtor Equity” means the equity interests in the Reorganized Debtors to be issued on the Plan Effective Date.

“Other Priority Claim” means any unsecured Claim other than an Administrative Expense Claim, Intercompany Claim or Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

“Person” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

“Petition Date” means May 19, 2024.

“Plan” means this joint plan of reorganization or liquidation, as applicable, as it pertains to the Debtors, including any supplements and exhibits hereto, as it and they may be altered, amended, modified, or supplemented from time to time in accordance with their terms.

“Plan Administrator” means the Person, or any successor thereto, selected by the Debtors, with the consent of the Purchaser and the Prepetition Term Loan Agent and in consultation with the Committee, to administer RL Management and the Wind-Down Debtor(s), which will have all powers and authority set forth in Article IV.C.8 of the Plan. Subject to the approval of the Debtors, the Purchaser, and the Prepetition Term Loan Agent, the GUC Trustee may also be the Plan Administrator.

“Plan Administrator Agreement” means the agreement between the Plan Administrator and the Debtors, in form and substance reasonably acceptable to the Plan Administrator, the Debtors, the Committee, the Purchaser, and the Prepetition Term Loan Agent regarding the administration of RL Management and such Wind-Down Debtor(s)’ assets and other matters related to their applicable Estate(s), which shall be Filed as part of the Plan Supplement.

“Plan Administrator Documents” means the Plan Administrator Agreement and related ancillary documents.

“Plan Effective Date” means the date that is the first Business Day after the Confirmation Date on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent to the occurrence of the Plan Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. The Debtors shall File a notice of the occurrence of the Plan Effective Date on the docket of these Chapter 11 Cases.

“Plan Funding Amount” means an amount equal to (i) the sum of (a) \$2,600,000, (b) any unused amounts in the Professional Fee Reserve (as defined in the Final DIP Order) allocated to payment of the fees and expenses of the Committee’s professionals, and (c) any unused amounts in the Professional Fee Reserve allocated to payment of the fees and expenses of the Debtors’ Professionals, provided that such amount shall not exceed \$250,000, *less* (ii) the Wind-Down Amount. The “Plan Funding Amount” shall be funded through Excluded Cash (as defined in the Stalking Horse Asset Purchase Agreement), DIP Loans (as defined in the DIP Motion) or, in the

event a party other than the Stalking Horse Bidder is named as Purchaser, the Cash proceeds from the Sale Transaction.

“Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case as applicable and dependent upon the Restructuring Transactions actually implemented, including the following documents: (a) the Purchase Agreement; (b) the New Organizational Documents; (c) to the extent known, the identities of the members (as applicable) of the New Board; (d) the Schedule of Retained Causes of Action; (e) the Assumed Executory Contracts and Unexpired Leases List; (f) the form of the Plan Administrator Agreement; (g) the form of the GUC Trust Agreement; and (h) any and all other documentation that is contemplated by this Plan.

“Prepetition ABL Agent” shall have the meaning set forth in the Final DIP Order.

“Prepetition ABL Credit Agreement” shall have the meaning set forth in the Final DIP Order.

“Prepetition Term Loan Agent” shall have the meaning set forth in the Final DIP Order.

“Prepetition Term Loan Claims” shall mean all Claims arising in connection with the Prepetition Term Loan Facility (as defined in DIP Motion) which shall be Allowed in the principal amount of \$264,720,000 *less* the Roll-Up Amount (as defined in the Final DIP Order) *plus* accrued interest, costs and expenses (including professional fees), that are payable in accordance with the Final DIP Order.

“Prepetition Term Loan Parties” shall have the meaning set forth in the Final DIP Order.

“Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

“Professional” means any Person: (a) retained pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code. For the avoidance of doubt, the “Professionals” shall include (i) King & Spalding LLP, co-counsel to the Debtors, (ii) Berger Singerman LLP, co-counsel to the Debtors, (iii) Blake, Cassels & Graydon LLP, special Canadian counsel to the Debtors, (iv) Keen-Summit Capital Partners LLC, the Debtors’ real estate advisor, (v) Epiq Corporate Restructuring, LLC, the Debtors’ claims agent, and (vi) Hilco Corporate Finance, LLC, the Debtors’ investment banker.

“Professional Fee Claims” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred

through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

“Professional Fee Escrow Account” means the Professional Fee Reserve funded by the Debtors in accordance with the Final DIP Order as well as any portion of the Cash proceeds of the Sale Transaction remitted to the Professional Fee Escrow Account on or prior to the Plan Effective Date in accordance with Article II.B of the Plan and the DIP Orders, which shall be allocated to the Debtors’ Estates.

“Professional Fee Escrow Amount” means the aggregate amount of Professional Fee Claims and other fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Plan Effective Date and in accordance with the Final DIP Order, which estimates shall be delivered by the Professionals to the Debtors, the Committee, and the Prepetition Term Loan Parties as set forth in Article II.B.1 of the Plan, and which shall be allocated to the Debtors’ Estates for the exclusive benefit of the Professionals (subject to the terms of the Final DIP Order).

“Proof of Claim” means a written proof of Claim Filed against a Debtor in the Chapter 11 Cases.

“Purchase Agreement” means: (a) the asset purchase agreement or equity purchase agreement executed by the Successful Bidder as approved by the Bankruptcy Court (including the Stalking Horse Purchase Agreement), or (b) any agreements, contracts, certificates or other documents executed in furtherance of the Restructuring Transactions, including a Reorganized Equity Sale. Any Purchase Agreement shall include language that any Avoidance Actions against non-insiders of the Debtors purchased thereunder (other than the Equityholder Litigation Claims) shall be waived and extinguished. For the avoidance of doubt, such waived Avoidance Claims shall not include any claims or causes of action against current or former equityholders of the Debtors or their Affiliates or any other Person that is the subject of the Equityholder Litigation Claims.

“Purchaser(s)” means, one or more Persons that, pursuant to the Bidding Procedures Order, either (i) purchases all or substantially all of the Debtors’ assets pursuant to section 363 of the Bankruptcy Code (including, to the extent applicable, pursuant to the Purchase Agreement) or (ii) pursuant to this Plan, purchases (a) all or substantially all of the assets of RL Management, RLSV, and RL International and (b) except with respect to RL Management, the New Reorganized Debtor Equity.

“Qualified Bid” has the meaning set forth in the Bidding Procedures Order.

“Qualified Bidder” has the meaning set forth in the Bidding Procedures Order.

“Quarterly Fees” has the meaning set forth in Article XII.C.

“Reinstated” means, with respect to a Claim or an Interest, that such Claim or Interest shall be rendered Unimpaired under the Plan in accordance with section 1124(2) of the Bankruptcy Code.

“Rejection Claim” means claims of any non-Debtor counterparty to any unexpired lease or any executory contract arising on account of the rejection of such lease or contract during the administration of these Chapter 11 Cases under section 365 of the Bankruptcy Code or pursuant to the Plan.

“Related Party” means, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such equity interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of any Person), accountants, investment bankers, representatives, and other professionals and advisors, and any such Person’s respective successors, assigns, heirs, executors, estates, and nominees.

“Released Party” means, in its capacity as such, each of: (a) the Debtors’ Professionals; (b) the current officers of each of the Debtors and the Debtors’ current manager and/or director, Mr. Lawrence Hirsch; (c) the DIP Lenders and the DIP Agent and their respective Related Parties; (d) the Prepetition Term Loan Parties and their respective Related Parties; (e) the Purchaser; (f) the Committee and those individual members of the Committee, solely in their capacities as such, who vote to accept the Plan; (g) the Committee’s Professionals; (h) the Plan Administrator and GUC Trustee; and (i) in each case, the respective Related Party of each of the foregoing Persons.

“Releasing Party” means, in its capacity as such, each of: (a) the DIP Lenders and the DIP Agent; (b) the Prepetition Term Loan Parties; (c) all holders of Claims eligible to vote on the Plan that vote to accept the Plan; (d) the Purchaser; (e) the Committee and those individual members of the Committee, solely in their capacities as such, who vote to accept the Plan; and (f) the Plan Administrator and GUC Trustee.

“Reorganized Debtors” means except for any Wind-Down Debtors, the Debtors on and after the Plan Effective Date, together with any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, whether in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Plan Effective Date. For the avoidance of doubt, Reorganized Debtors shall include RL Management, but shall not include RL International or RLSV.

“Reorganized Equity Sale” means the sale to Purchaser of (i) all or substantially all of the assets of Debtor RL Management, RLSV, and RL International and (ii) all or substantially all of the equity interests in the Reorganized Debtors (excluding RL Management), pursuant to section 1129 of the Bankruptcy Code and the Purchase Agreement.

“Restructuring Transactions” means any transactions described in, approved by, contemplated by, or necessary to effectuate the Plan.

“RL International” means Red Lobster International Holdings LLC, a Delaware limited liability company.

“RL Management” means Red Lobster Management LLC, a Delaware limited liability company.

“RLSV” means RLSV, Inc., a Florida corporation.

“Sale Proceeds” means, with respect to any Sale Transaction, the net Cash proceeds and/or other proceeds or consideration received by the Debtors or the Reorganized Debtors (whether directly or on account of the purchase of their interests in the Debtors) in connection with such Sale Transaction(s).

“Sale Transaction” means either the 363 Asset Sale or Reorganized Equity Sale.

“Sale Transaction Documents” means all documents executed and delivered by the Debtors and, as applicable, the Purchaser, in connection with the Sale Transaction or other Restructuring Transaction, which shall be reasonably acceptable to the Debtors.

“Schedule of Retained Causes of Action” means the schedule of the Causes of Action of the Debtors or the Debtors’ Estates that are not released, waived, or transferred pursuant to the Plan, to be Filed as part of the Plan Supplement, as the same may be amended, modified, or supplemented from time to time by the Debtors, with the consent of the Prepetition Term Loan Parties.

“Schedules” means, the schedules of assets and liabilities and the statement of financial affairs Filed by each Debtor with the Bankruptcy Court pursuant to sections 521 and 1106(a)(2) of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statement may be amended or supplemented by such Debtor at any point prior to the Plan Effective Date.

“Secured Claim” means a Claim (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Debtor’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

“Securities Act” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a-77aa.

“Security” means a security, as defined in Section 2(a)(1) of the Securities Act.

“Sold Equity Interest” shall mean any Interests purchased by the Purchaser in any 363 Asset Sale.

“Solicitation Materials” means the materials to be distributed together with the Plan and Disclosure Statement to holders of Claims entitled to vote on the Plan, which shall be in form and substance reasonably acceptable to the Debtors and the Prepetition Term Loan Parties.

“Successful Bidder” has the meaning set forth in the Bidding Procedures Order.

“Surviving DIP Provisions” means any provisions of the DIP Documents governing the DIP Facility that by their terms survive the payoff and termination of the DIP Documents.

“Stalking Horse Purchase Agreement” means that certain Asset Purchase Agreement, dated as of May 19, 2024, by and between RL Management and RL Purchaser as it may be amended or modified.

“Stalking Horse Purchaser” means RL Purchaser, and (or as applicable, together with) any Affiliate (as defined in the Stalking Horse Purchase Agreement) thereof to which RL Purchaser assigns any of its rights, interests and obligations under any Purchase Agreement (including the Stalking Horse Purchase Agreement).

“Takeback Loans” means term loans in the original principal sum of \$175,000,000 issued to or guaranteed by the Purchaser (or one or more of its Affiliates, as designated by Purchaser) and Reorganized Debtors (excluding RL Management) upon the Plan Effective Date in connection with a Reorganized Equity Sale or other Restructuring Transactions.

“U.S. Trustee” means the Office of the United States Trustee for the Middle District of Florida.

“Unexpired Lease” means a lease to which one or more Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Unimpaired” means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

“WARN Actions” means causes of actions commenced pursuant the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. or the state law equivalent, including those certain adversary proceedings styled as (i) *Kyle Zakowicz v. Red Lobster Management LLC, et al.*, No. 24-02486, Adv. Pro. No. 24-00048 (Bankr. M.D. Fla. 2024); (ii) *Donna Lowe v. Red Lobster Hospitality LLC, Red Lobster Restaurants LLC and Red Lobster Seafood Co.*, No. 24-02486, Adv. Pro. No. 24-00049 (Bankr. M.D. Fla. 2024); and (iii) *George Parker v. Red Lobster Hospitality LLC, Red Lobster Restaurants LLC and Red Lobster Seafood Co., LLC*, No. 24-02486, Adv. Pro. No. 24-00050 (Bankr. M.D. Fla. 2024).

“WARN Action Settlement Funds” means an amount up to \$250,000 to be used by the Wind-Down Debtors or Reorganized Debtors, as applicable, to satisfy all, or a portion of, the Allowed Other Priority Claims resulting from WARN Actions commenced against the Debtors. For the avoidance of doubt, the “WARN Action Settlement Funds” shall be included in the Plan Funding Amount.

“Wind Down” means, following the closing of the Sale Transaction, the process to wind down, dissolve and liquidate the applicable Debtors’ Estates and distribute the Wind-Down Assets in accordance with Article IV.C of the Plan. With respect to Wind-Down Debtors only, a Wind Down may include conversion or dismissal of such Chapter 11 Cases.

“Wind-Down Amount” means, (i) if a 363 Asset Sale is consummated, an aggregate amount of \$900,000 and (ii) if a Reorganized Equity Sale is consummated, an aggregate amount of \$600,000, in each case for the reasonable activities and expenses necessary to effectuate the Wind Down of the Debtors’ Estates, which budget, activities, and reasonable expenses shall be subject to the consent of the Purchaser, the Committee, and, absent repayment in full in Cash of the DIP Facility prior to the Plan Effective Date, the DIP Lenders.

“Wind-Down Assets” means, the assets of the Debtors’ Estates to vest in the Wind-Down Debtors on the Plan Effective Date, which shall be administered by the Plan Administrator, including but not limited to, (i) if applicable, the Sale Proceeds to the extent not distributed on the Plan Effective Date; (ii) any Causes of Action retained by the Debtors (excluding the Equityholder Litigation Claims and the resulting GUC Litigation Proceeds, if any); and (iii) the Wind-Down Amount.

“Wind-Down Budget” means the agreed upon budget for the Wind-Down Amount, which shall be in form and substance reasonably acceptable to the Prepetition Term Loan Agent and the Committee.

“Wind-Down Debtor(s)” means RL International and RLSV.

“Wind-Down Reversionary Assets” means, any Wind-Down Assets that remain after the Plan Administrator has implemented and completed the Wind Down, including the payment or reserving of fees incurred and unpaid in connection with the Wind Down, and subject to the Final DIP Order, any remaining funds held in the Professional Fee Escrow after all Allowed Professional Fee Claims have been irrevocably paid in full pursuant to one or more of the Final Orders (except any remaining amounts used to fund the GUC Trust Assets as set forth in this Plan).

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the Plan; (4) any reference to a Person as a holder of a Claim or Interest includes that Person’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the

Bankruptcy Code and the Bankruptcy Rules, or, if no rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (14) references to "Proofs of Claim," "holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "holders of Interests," "Disputed Interests," and the like, as applicable; (15) any immaterial effectuating provisions may be interpreted in a manner that is consistent with the overall purpose and intent of the Plan; (16) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (17) all references herein to consent, acceptance, or approval shall be deemed to include the requirement that such consent, acceptance, or approval be evidenced by a writing, which may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; and (18) any term used in capitalized form herein that is not otherwise defined herein but that is used in the Bankruptcy Code or Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Subject to the requirements of any Definitive Document, any action to be taken on the Plan Effective Date may be taken on or as soon as reasonably practicable after the Plan Effective Date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate or limited liability company governance matters relating to the Debtors or

the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the applicable Debtor or the Reorganized Debtors, as applicable.

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Controlling Document

In the event of an inconsistency between the Plan and the Plan Supplement with respect to the Plan, the terms of the relevant document in the Plan Supplement with respect to the Plan shall control unless otherwise specified in such Plan Supplement document with respect to the Plan. In the event of an inconsistency between the Plan and any other instrument or document created or executed pursuant to the Plan, or between the Plan and the Disclosure Statement, the Plan shall control. The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; provided, however, that if there is determined to be any inconsistency between any provision of the Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of the Plan.

G. Consent Rights of the Consenting Lenders

Notwithstanding anything in the Plan to the contrary, any and all information and consultation rights, with respect to the form and substance of the Plan, all exhibits to the Plan, and the Plan Supplement, and any other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by reference and fully enforceable as if stated in full herein. Failure to reference the rights referred to in the immediately preceding sentence in the Plan shall not impair such rights.

The signing of the applicable Definitive Documents will be subject to, among other things, the negotiation by the Debtors, the DIP Agent, Prepetition Term Loan Agent, and, to the extent applicable, the Successful Bidder and the Plan Administrator, of acceptable terms and conditions for the Definitive Documents as well as additional legal, accounting, financial, tax, business and regulatory due diligence. The Plan, the Confirmation Order, GUC Trust Agreement, GUC Trust Documents and Plan Administrator Agreement shall be in form and substance acceptable to the Committee.

II. UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, DIP Claims and Priority Tax Claims have not been classified against the Debtors.

A. Administrative Expense Claims

Requests for payment of Administrative Expense Claims (except for DIP Claims and Professional Fee Claims) must be Filed and served no later than the applicable Administrative Expense Claims Bar Date pursuant to the procedures specified in the Confirmation Order. Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, Wind-Down Debtor(s), or the GUC Trustee, as applicable, or their respective property, and such Administrative Expense Claims shall be deemed discharged as of the Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to a less favorable treatment, to the extent an Allowed Administrative Expense Claim has not been paid in full or otherwise satisfied during the Chapter 11 Cases, each holder of an Allowed Administrative Expense Claim (other than Professional Fee Claims and DIP Claims) shall receive from the Debtors, in full and final satisfaction of its Allowed Administrative Expense Claim, payment in full in Cash in accordance with the following: (1) if such Administrative Expense Claim is Allowed on or prior to the Plan Effective Date, on the Plan Effective Date; (2) if such Administrative Expense Claim is not Allowed as of the Plan Effective Date, no later than thirty (30) days after the date on which such Administrative Expense Claim is Allowed; (3) if such Allowed Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Expense Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

B. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

In accordance with Local Rule 2016-1(c)(2)(C), all final requests for payment of Professional Fee Claims must be Filed no later than fourteen (14) days prior to the Confirmation Hearing unless ordered otherwise. The final request for payment may include an estimate of the amount of additional fees and costs to be incurred by each Professional through the Confirmation Hearing. If the actual fees for services rendered and costs incurred during the estimated period for each Professional exceed the estimate, the final application may be supplemented up to fourteen (14) days after entry of the Confirmation Order. If the actual fees for services rendered and costs incurred during the estimated period are less than the estimated amount, approval of such application authorizes payment of the actual fees and costs not to exceed the estimated amounts. The Bankruptcy Court shall determine the Allowed amounts of all Professional Fee Claims in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, Local Rules and prior Bankruptcy Court orders.

2. Professional Fee Escrow Accounts

The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals in respect of Allowed Professional Fee Claims until all Allowed Professional Fee Claims have been paid in full, and the funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors' Estates; provided, that when all Allowed Professional Fee Claims have been paid in full any funds remaining in the Professional Fee Reserve shall (i) in the event the Stalking Horse Bidder is the Purchaser, be disbursed to the Purchaser and (ii) in the event a party other than the Stalking Horse bidder is Purchaser, shall be returned to the DIP Agent (excluding the Plan Funding Amount and any remaining amounts used to fund the GUC Trust Assets as set forth in this Plan). No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held therein.

3. Post-Confirmation/Pre-Effective Date

From and after the Confirmation Date until the Effective Date, the Debtors, without the necessity for any approval by the Bankruptcy Court, shall pay the reasonable fees and necessary and documented expenses of the Professionals during such period, up to the amount in the Professional Fee Escrow Amount.

4. Post-Effective Date Fees and Expenses

Upon the Plan Effective Date, any requirement that the Reorganized Debtors', Wind-Down Debtors', or GUC Trust's Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, and the Reorganized Debtors, the Plan Administrator, and the GUC Trustee, as applicable, may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. DIP Claims

The DIP Claims shall be Allowed in the amount outstanding under the DIP Facility (determined as of consummation of the Sale Transaction or other Restructuring Transaction). If a Sale Transaction is consummated pursuant to the Stalking Horse Asset Purchase Agreement, on the Closing Date (as defined in the Stalking Horse Asset Purchase Agreement), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim shall be satisfied in full through a credit bid by the Stalking Horse Bidder of all its claim for the Purchased Assets (as defined in the Stalking Horse Asset Purchase Agreement) pursuant to the Stalking Horse Asset Purchase Agreement and in accordance with section 363(k) of the Bankruptcy Code.

If the Sale Transaction is consummated pursuant to a Purchase Agreement executed by a Bidder other than the Stalking Horse Bidder, upon closing of such Sale Transaction, except to the extent that a holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each Allowed DIP Claim shall be indefeasibly paid in full, in Cash.

If the Sale Transaction is a Reorganized Equity Sale conducted hereunder, then on the Plan Effective Date, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed DIP Claim shall be satisfied through the transfer of specified assets, assumption and assignment of specified contracts and leases, assumption of specified liabilities, issuance of equity in the Reorganized Debtors and issuance of Takeback Loans (\$175 million), all in accordance with the Purchase Agreement.

Contemporaneously with the foregoing treatment, the DIP Facility and the DIP Documents shall be deemed cancelled, all commitments under the DIP Documents shall be deemed terminated, all DIP Liens shall automatically terminate, and all collateral subject to such DIP Liens shall be automatically released, in each case without further action by the DIP Agent or the DIP Lenders. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Purchaser; provided that the Surviving DIP Provisions shall survive in accordance with the terms of such DIP Documents.

From and after the consummation of a Reorganized Equity Sale, the Reorganized Debtors shall, without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the legal, professional, and other fees and expenses of the DIP Agent and Prepetition Term Loan Agent within three (3) business days of such parties' delivery of an invoice to the Reorganized Debtors, and such parties shall not be required to comply with the procedures set forth in paragraph 41 of the Final DIP Order with respect to such fees.

D. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, the Allowed Priority Tax Claims, each holder of an Allowed Priority Tax Claim shall receive treatment consistent with section 1129(a)(9) of the Bankruptcy Code by the applicable Debtor against which such Allowed Priority Tax Claims are validly asserted.

III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Classes of Claims and Interests listed below classify Claims and Interests for all purposes, including voting on, and distributions pursuant to, the Plan in accordance with sections 1122 and 1123(a) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that (i) the Claim or Interest is an Allowed Claim or Interest and qualifies within the description of that Class and it shall be deemed classified in a different Class to the extent that it qualifies within the description of such different Class and (ii) such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Plan Effective Date. Holders of Allowed Claims against more than one Debtor shall be treated as having a single Allowed Claim solely for purposes of any Distribution.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (i) Impaired and Unimpaired under the Plan, (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (iii)

presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, DIP Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor. Certain of the Debtors may not have Claims or Interests in a particular Class, and any such Classes shall be treated as set forth in Article III.B of the Plan.

1. Class Identification

Class	Designation	Impairment	Voting Rights
Class 1	Miscellaneous Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition Term Loan Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests

The holders of the following Claims and Interests against the Debtors shall receive the treatment described below in full and final satisfaction of such Claim or Interest.

1. Class 1 – Miscellaneous Secured Claims

- (a) *Classification:* Class 1 consists of all Miscellaneous Secured Claims against the Debtors.

Treatment: The Plan will not alter any of the legal, equitable and contractual rights of the holders of Allowed Miscellaneous Secured Claims. Each holder of an Allowed Class 1 Claim shall receive from the Debtors, subject to DIP Agent consent but otherwise in the sole discretion of the Debtors in full satisfaction, settlement, release, and extinguishment of such Claim: (a) Cash equal to the amount of such Allowed Miscellaneous Secured Claim solely from the Miscellaneous Secured Claim Sale Proceeds on or as soon as practicable after the latest of (i) the Effective Date, (ii) the date that such Miscellaneous Secured Claim becomes Allowed, and (iii) a date agreed to by the Debtors and the holder of such Class 1 Claim; (b) the property securing such Miscellaneous Secured Claim without

representation or warranty by or recourse against the Debtors; (c) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; or (d) such other less favorable treatment on such other terms and conditions as may be agreed upon in writing by the holder of such Claim and the Debtors; provided, however, that any Allowed Class 1 Claim that constitutes an Assumed Liability under the Purchase Agreement that remains unpaid as of the Closing Date shall be paid in full in Cash by the Purchaser in accordance with the terms of the documents or agreements memorializing the Allowed Class 1 Claim.

- (b) *Voting*: Class 1 is Unimpaired under the Plan, and the holders of Allowed Class 1 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Allowed Claims in Class 1 are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification*: Class 2 consists of all Other Priority Claims.
- (b) *Treatment*: On the Plan Effective Date, except to the extent that a holder of an Allowed Other Priority Claim has agreed to a less favorable treatment, each holder of an Allowed Other Priority Claim shall receive from the Debtors, at the option of the Debtors with the consent of the Prepetition Term Loan Agent, (a) payment in full in Cash or such other treatment that would render its Allowed Other Priority Claim Unimpaired or (b) such other less favorable treatment on such other terms and conditions as may be agreed upon in writing by the holder of such Claim and the Debtors. The WARN Action Settlement Funds shall be used by the Debtors to satisfy all, or a portion of, Allowed Other Priority Claims resulting from WARN Actions commenced against the Debtors. Allowed Other Priority Claims shall be satisfied exclusively from the Plan Funding Amount. The treatment set forth herein with respect to the holders of Allowed Class 2 Claims shall be in full and final satisfaction of the Allowed Class 2 Claims.
- (c) *Voting*: Class 2 is Unimpaired under the Plan and the holders of Allowed Class 2 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Allowed Claims in Class 2 are not entitled to vote to accept or reject the Plan.

3. Class 3 – Prepetition Term Loan Claims

- (a) *Classification:* Class 3 consists of all Prepetition Term Loan Claims against the Debtors.
- (b) *Treatment:* On the Plan Effective Date and each Distribution Date thereafter, as applicable, except to the extent that a holder of any Prepetition Term Loan Claims has agreed to a less favorable treatment, each holder of a Prepetition Term Loan Claim shall (i) in the event of a Reorganized Equity Sale, receive its Pro Rata share of (a) sixty percent (60%) of all net proceeds of the Equityholder Litigation Claims from the GUC Trust and (b) the net Cash proceeds of the Sale Transaction from the Debtors (except for the Professional Fee Escrow Amount, Wind-Down Amount, and the Plan Funding Amount), and (ii) in the event of a 363 Asset Sale, receive its Pro Rata share of (y) the net Cash proceeds of the Sale Transaction from the Debtors (except for the Professional Fee Escrow Amount, Wind-Down Amount and the Plan Funding Amount) and the sale of any Wind-Down Reversionary Assets and (z) sixty percent (60%) of all net proceeds of the Equityholder Litigation Claims from the GUC Trust.
- (c) *Voting:* Class 3 is Impaired under the Plan. Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – General Unsecured Claims

- (a) *Classification:* Class 4 consists of all General Unsecured Claims.
- (b) *Treatment:* On the Plan Effective Date, each holder of an Allowed Class 4 General Unsecured Claim (except for deficiency Claims held by a holder of a Prepetition Term Loan Claim) shall receive, in accordance with the GUC Trust Documents, its Pro Rata Share of the beneficial interests in the GUC Trust and the right to receive its respective Pro Rata Share of any available GUC Litigation Proceeds or other GUC Trust Assets, if any. Holders of Allowed General Unsecured Claims against more than one Debtor shall be treated as having a single Allowed General Unsecured Claim solely for purposes of any Distribution. The treatment set forth herein with respect to the holders of Allowed Class 4 Claims (except for deficiency Claims held by a holder of a Prepetition Term Loan Claim) shall be in full and final satisfaction of the Allowed Class 4 Claims. Notwithstanding anything to the contrary contained in this Plan, no Distribution shall be made to Prepetition Term Loan Lenders on account of Allowed Class 4 Claims and the Prepetition Term Loan Lenders shall not be beneficiaries of the GUC Trust.

- (c) *Voting:* Class 4 is Impaired under the Plan. Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 – Intercompany Claims

- (a) *Classification:* Class 5 consists of all Intercompany Claims.
- (b) *Treatment:* On the Plan Effective Date, all Intercompany Claims shall be cancelled, released, and extinguished without distribution, and will be of no further force or effect.
- (c) *Voting:* Class 5 is Impaired under the Plan. Holders of Claims in Class 5 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

6. Class 6 – Interests in Debtors

- (a) *Classification:* Class 6 consists of all Interests in the Debtors.
- (b) *Treatment:* On the Plan Effective Date, all Interests (excluding any Sold Equity Interests) in the Debtors shall be cancelled, released and extinguished without distribution, and will be of no further force or effect.
- (c) *Voting:* Class 6 is Impaired under the Plan. Holders of Interests in Class 6 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

Except as set forth in Article VIII of this Plan, nothing contained in this Plan, the Confirmation Order or Definitive Documents shall compromise, modify or affect the rights of the Prepetition Term Loan Agent and Prepetition Term Loan Lenders to pursue additional recoveries from any Person or entity that is not a Debtor in these Chapter 11 Cases.

C. Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims entitled to vote against the Debtors. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

D. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective treatment thereof under the Plan take

into account the relative priority of the Claims in each Class, whether arising under a contract, principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

E. Elimination of Vacant Classes

Any Class that does not have a Claim or Interest in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the Plan for all purposes.

IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. General

1. General Settlement of Claims and Interests

After the Plan Effective Date, the Plan Administrator, Reorganized Debtors, the Wind-Down Debtor(s), and/or the GUC Trustee, as applicable, may compromise and settle any Claim and/or Cause of Action against the Debtors' Estate(s) without any further notice to or action, order, or approval of the Bankruptcy Court.

2. Restructuring Transactions

On or about the Plan Effective Date, the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), the Plan Administrator, and the GUC Trustee, as applicable, may take all actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of Definitive Documents, including appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Persons agree; (c) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, amalgamation, consolidation, conversion, arrangement, continuance, or dissolution pursuant to applicable law; (d) the Sale Transaction; (e) such other transactions that are required to effectuate the Restructuring Transactions in the most efficient manner for the Debtors and the Prepetition Term Loan Agent, including in regard to tax matters and any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (f) the selection of the New Board (if applicable); (g) the authorization, issuance, and distribution of the New Reorganized Debtor Equity and Takeback Loans; (h) the appointment of the Plan Administrator; (i) the creation of the GUC Trust and appointment of the GUC Trustee, (j) the execution, delivery, and adoption of the New Organizational Documents; and (k) all other acts or actions contemplated or reasonably

necessary or appropriate to promptly consummate the Restructuring Transactions, including making filings or recordings that may be required by applicable law.

3. Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. On the Plan Effective Date, unless an insurance policy (i) was specifically designated for assignment by the Purchaser, (ii) was rejected by the Debtors pursuant to a Bankruptcy Court order, or (iii) is the subject of a motion to reject Filed by the Debtors that remains pending on the date of the Confirmation Hearing with respect to the Plan, (a) in the event of a Reorganized Equity Sale, the Reorganized Debtors (excluding RL Management) shall be deemed to have assumed each such insurance policy and any agreements, documents, and instruments relating to coverage of all insured Claims and such insurance policy and any agreements, documents, or instruments relating thereto shall vest in the Reorganized Debtors (excluding RL Management) and (b) in the event of a 363 Asset Sale, each such insurance policy and any agreements, documents, and instruments related to coverage of all insured Claims shall be either (A) rejected or (B) assumed and assigned by the Debtors to the Purchaser at the Purchaser's election.

Notwithstanding anything to the contrary in the Disclosure Statement, this Plan, Plan Supplement, the Confirmation Order, any other Definitive Document, any agreement or order related to post-petition or exit financing, any bar date notice or claim objection, any notice of any cure amount or claim, any document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, grants an injunction, discharge or release), and without altering or modifying the terms of paragraph 47 of the Confirmation Order and/or the Zurich Agreement (as defined in the Confirmation Order):

- (a) nothing alters, modifies or otherwise amends the terms and conditions of the Zurich Insurance Program (including any agreement to arbitrate disputes and any provisions regarding the provision, maintenance, use, nature and priority of the Zurich Collateral), except that on the Plan Effective Date, the Reorganized Debtors shall be deemed to have jointly and severally assumed the Zurich Insurance Program in its entirety pursuant to sections 105 and 365 of the Bankruptcy Code;
- (b) nothing therein releases or discharges Zurich's security interests and liens on the Zurich Collateral;
- (c) nothing therein releases or discharges the Zurich Claims and further, the Zurich Claims are actual and necessary expenses of the Debtors' estates (or the Reorganized Debtors, as applicable) and shall be paid in full in the ordinary course of business, whether as an Allowed Administrative Expense Claim under section 503(b)(1)(A) of the Bankruptcy Code or otherwise, regardless of when such amounts are or shall become liquidated, due or paid, without the need or

requirement for Zurich to file or serve a request, motion, or application for payment of or proof of any proof of claim, cure claim (or any objection to cure amounts/notices), or Administrative Expense Claim (and further and for the avoidance of doubt, any claim bar date shall not be applicable to Zurich);

- (d) the Debtors or the Reorganized Debtors, as applicable, shall not sell, assign, or otherwise transfer the Zurich Insurance Program and/or any of the rights, benefits, interests, and proceeds thereunder except with the express written permission of Zurich; and
- (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII.A of the Plan and the corresponding provisions in the Confirmation Order, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (I) claimants with valid workers' compensation claims or direct action claims against Zurich under applicable non-bankruptcy law to proceed with their claims; (II) Zurich to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) all workers' compensation or direct action claims covered by the Zurich Insurance Program, (B) all claims where an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article VIII.A of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (III) Zurich to draw against any or all of the Zurich Collateral and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors, as applicable) to Zurich and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors, as applicable) under the Zurich Insurance Program, in such order as Zurich may determine; and (IV) subject to the terms of the Zurich Insurance Program and/or applicable non-bankruptcy law, Zurich to (i) cancel any policies under the Zurich Insurance Program, and (ii) take other actions relating to the Zurich Insurance Program (including setoff).

Terms used in this paragraph but not defined in the Plan shall have the meaning attributed to them in that certain *Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, and (III) Granting Related Relief* entered by the Bankruptcy Court on May 22, 2024 [ECF No. 154].

4. Section 1146 Exemption

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code,

any transfer of property (whether from a Debtor to a Reorganized Debtor, the GUC Trust, the Plan Administrator, or to any other Person or entity) under, in furtherance of, or in connection with the Plan, including pursuant to any Sale Transaction or (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors, the Reorganized Debtors, or the GUC Trust, including the New Reorganized Debtor Equity and Takeback Loans, if applicable, (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any tax or governmental assessment under any law imposing a document recording tax, stamp tax, conveyance tax, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee regulatory filing or recording fee, sales and use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment against the Debtors and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax, recordation fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

5. Cancellation of Securities and Agreements

On the Plan Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under any certificate, Security, share, note, bond, credit agreement, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are Reinstated pursuant to the Plan, if any) shall be cancelled solely as to the Debtors, and the Reorganized Debtors, the Wind-Down Debtors, and the GUC Trustee, as applicable, shall not have any continuing obligations thereunder or relating to the cancellation thereof; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in such Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in such Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged.

6. Effectuating Documents; Further Transactions

On and after the Plan Effective Date, the Reorganized Debtors or Wind-Down Debtors, as applicable, the officers and members of the New Board, the Plan Administrator or GUC Trustee, as applicable, are authorized to and may issue, execute, deliver, file, or record Definitive Documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the New Organizational Documents, the GUC Trust Documents, and the Securities issued pursuant to the Plan in the name of and on behalf of the applicable Reorganized Debtors, the Wind-Down Debtors, or the GUC Trustee, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

7. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or assigned to the Purchaser in the Sale Transaction, the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trust, as applicable, shall retain and may enforce all rights to commence or pursue any and all Causes of Action of the applicable Debtors' Estates, not otherwise so waived, relinquished, exculpated, released, compromised, settled or assigned (as the case may be), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors', the Wind-Down Debtor(s)', or the GUC Trustee's rights to commence, prosecute, compromise, settle or release such Causes of Action shall be preserved notwithstanding the occurrence of the Plan Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII hereof. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, pursuant to section 1123(b) of the Bankruptcy Code, such Cause of Action is preserved for later adjudication, and no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Plan Effective Date. For the avoidance of doubt, any Equityholder Litigation Claims shall be contributed to the GUC Trust by the Debtors in accordance with the Plan.

No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors or the Wind-Down Debtor(s), as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.

The Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, (i) reserve and shall retain all Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan and (ii) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes

of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

B. Restructuring of the Debtors Effectuated Through a Sale Transaction

The Confirmation Order with respect to the Plan shall authorize, pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code, as applicable, all actions necessary or appropriate to effectuate the Sale Transaction, including, (i) the execution and delivery of Definitive Documents, (ii) the transfer of Purchased Assets (as defined in the Purchase Agreement) and/or New Reorganized Debtor Equity, as applicable, free and clear of all Liens, Claims, Causes of Action, charges, or other encumbrances, to the applicable Purchaser (or one or more of Purchaser's designee(s)) or Plan Administrator (or one or more of the Plan Administrator's designee(s)), (iii) all transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code, as applicable, (iv) the appointment of the Plan Administrator, (v) the execution and delivery of the Plan Administrator Agreement, and (vi) creation of the GUC Trust and appointment of the GUC Trustee.

At the Purchaser's election, the Debtors shall file an amendment to the Plan which removes RLSV as a Debtor under this Plan.

1. Closing of any Sale Transaction or Restructuring Transaction

At the election of the Purchaser, the Debtors shall be authorized to and shall consummate either the 363 Asset Sale, Reorganized Equity Sale or other Restructuring Transaction and in connection therewith, among other things, (a) the Purchased Assets (including any Executory Contracts and Unexpired Leases the applicable Purchaser wishes to assume) or (b) the New Reorganized Debtor Equity together with specified assets of RL Management and RL International, as applicable, shall be transferred to and vest in the Purchaser (or one or more designees of Purchaser) or the Plan Administrator (or one or more of the Plan Administrator's designee(s)), as applicable, free and clear of all Liens, Claims, Interests, Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal, pursuant to the terms of the Purchase Agreement, applicable Sale Transaction Documents and order(s) of the Bankruptcy Court approving the Sale Transaction or other Restructuring Transactions contemplated thereby, which may be the Confirmation Order. Following the Plan Effective Date, (i) the Purchaser (or one or more designees of Purchaser) will own and may operate the Purchased Assets, and (ii) the Plan Administrator will, in accordance with the Definitive Documents, control, operate, administer, dispose, liquidate, and/or wind-down, as the case may be, RL Management, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

C. Reorganized Equity Sale Provisions

The provisions in this Article IV.C shall only apply if the Purchaser elects to consummate a Reorganized Equity Sale pursuant to the Purchase Agreement.

1. Issuance of Reorganized Debtor Equity; Section 1145 Exemption

On the Plan Effective Date, the Reorganized Debtors (excluding RL Management) shall issue the New Reorganized Debtor Equity to the Purchaser without the need for any further corporate action or further notice to, action or order of the Bankruptcy Court. On the Plan Effective Date, RL Management shall issue its respective New Reorganized Debtor Equity to the Plan Administrator or an entity designated by the Plan Administrator without need for any further corporate action or further notice to, action or order of the Bankruptcy Court. The shares of the New Reorganized Debtor Equity issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Reorganized Debtor Equity under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person receiving such distribution or issuance. The issuance of the New Reorganized Debtor Equity by the Reorganized Debtors shall be authorized without the need for any further corporate action or without any further action by the Debtors or Reorganized Debtors or by holders of any Claims or Interests against the Debtors, as applicable. As a condition to receiving the New Reorganized Debtor Equity, each holder entitled to a distribution of New Reorganized Debtor Equity, will be required to execute and deliver the New Organizational Documents, as applicable; provided, however, that, notwithstanding any failure to execute the New Organizational Documents, as applicable, any Person that is entitled to and accepts a distribution of New Reorganized Debtor Equity under the Plan, by accepting such distribution, will be deemed to have accepted and consented to the terms of the New Organizational Documents, without the need for execution by any party thereto. The New Reorganized Debtor Equity will not be registered under the Securities Act or listed on any exchange as of the Plan Effective Date.

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Reorganized Debtor Equity after the Petition Date shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act or any similar federal, state, or local law in reliance on section 1145 of the Bankruptcy Code or, only to the extent such exemption under section 1145 of the Bankruptcy Code is not available, any other available exemption from registration under the Securities Act. Pursuant to section 1145 of the Bankruptcy Code, such New Reorganized Debtor Equity will be freely tradable in the United States without registration under the Securities Act by the recipients thereof, subject to the provisions of (1) section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments, (2) any other applicable regulatory approvals, and (3) any restrictions in the New Organizational Documents.

Any Securities distributed pursuant to Section 4(a)(2) of the Securities Act will be considered “restricted securities” as defined by Rule 144 of the Securities Act and may not be resold under the Securities Act or applicable state securities laws absent an effective registration statement, or pursuant to an applicable exemption from registration, under the Securities Act and applicable state securities laws and subject to any restrictions in the New Organizational Documents.

Notwithstanding anything to the contrary in the Plan, no Person shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the issuance of the New Reorganized Debtor Equity is exempt from the registration requirements of Section 5 of the Securities Act.

2. Corporate Existence

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on and after the Plan Effective Date, each Reorganized Debtor, as applicable, shall continue to exist as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which the particular Debtor is incorporated or formed and pursuant to their respective certificate of incorporation and bylaws (or other similar Governance Documents) in effect prior to the Plan Effective Date, except to the extent such certificate of incorporation and bylaws (or other similar Governance Documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

After the Plan Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified in accordance with their terms without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Plan Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. In furtherance of the foregoing, from and after the Plan Effective Date, RL Management (as reorganized) may continue to conduct business in the ordinary course, including, without limitation, facilitating the transition of applicable licenses and permits, providing transition services to the Purchaser and the Reorganized Debtors in accordance with the Definitive Documents, and maintain and perform such other operational responsibilities as deemed necessary or advisable by the Plan Administrator.

3. New Organizational Documents

On or immediately prior to the Plan Effective Date, the New Organizational Documents shall be adopted automatically by the Reorganized Debtors. To the extent required under the Plan or applicable non-bankruptcy law, the Reorganized Debtors shall file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. The New Organizational Documents shall, among other things: (1) authorize the issuance of the New Reorganized Debtor Equity and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities of the Debtors. After the Plan Effective Date, each Reorganized Debtor may amend and restate its limited liability company agreement, certificate of incorporation and other

formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents.

4. Discharge

On the Plan Effective Date, except as otherwise provided for hereunder or in the Confirmation Order, each Reorganized Debtor will receive a discharge of all Claims in accordance with section 1141(d)(1) of the Bankruptcy Code.

5. Vesting of Assets in the Reorganized Debtors and the GUC Trust

Except as otherwise provided for hereunder, under the Purchase Agreement, the Confirmation Order or in any agreement, instrument or other document incorporated in the Plan, on the Plan Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of each Debtor's Estate, including all Causes of Action of the Debtors' Estates (other than any Causes of Action that are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan) shall vest in the Purchaser, Reorganized Debtor, or the GUC Trust, free and clear of all Liens, Claims, Causes of Action, charges and/or other encumbrances, purchase rights, options or rights of first refusal. On and after the Plan Effective Date, except as otherwise provided herein, each Reorganized Debtor, the Purchaser (and, to the extent applicable, Purchaser's designees), and the GUC Trustee may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action with respect to the Debtors without further notice to, action, or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. Directors, Managers, and Officers

As of the Plan Effective Date, the term of each current officer, members of the boards of directors or managers or any managing member of each Debtor shall expire, and except for RL Management, the New Board and the officers or managers of each of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents. With respect to RL Management, the Plan Administrator shall serve as the sole director and officer of RL Management (as reorganized).

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose, in advance of the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the New Board or be an officer of any of the Reorganized Debtors. To the extent any such director, manager or officer is an "insider" (as defined in the Bankruptcy Code), the Debtors also shall disclose the nature of any compensation to be paid to such director, manager or officer. Each such director, manager and officer shall serve from and after the Plan Effective Date pursuant to the terms of the New Organizational Documents.

7. Wind-Down and Dissolution of the Debtors

To the extent there is at least one Wind-Down Debtor on the Plan Effective Date, then such Wind-Down Debtor(s) shall continue in existence after the Plan Effective Date for purposes of: (a) winding down such Debtor's businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down Debtor(s) after the Plan Effective Date; (b)

performing the Debtors' remaining obligations under any Sale Transaction Documents (except to the extent that such obligations are performed by RL Management), if any; (c) resolving any Disputed Claims (except General Unsecured Claims); (d) making distributions on account of Allowed Claims against the Debtors (except Allowed General Unsecured Claims) in accordance with the Plan to the extent not made on the Plan Effective Date; (e) filing appropriate tax returns, if any; and (f) administering the Plan in an efficient manner. The Wind-Down Debtor(s) shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters relating to the Wind-Down Assets, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

On the Plan Effective Date, any assets of the Debtors' Estates remaining after the closing of the Sale Transaction or other Restructuring Transaction shall vest in RL Management or the Wind-Down Debtor(s), as applicable, for the purpose of liquidating the Debtors' Estates, facilitating transition services related to the Sale Transaction, maintaining necessary operations, and Consummation of the Plan (except for the GUC Trust Assets). Such Wind-Down Assets and any assets remaining in RL Management after the Plan Effective Date shall be held free and clear of all Liens, Claims, Interests, Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal, except as otherwise provided in the Plan. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Wind-Down Debtor(s), RL Management, and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

Any contrary provision hereof notwithstanding, following the occurrence of the Plan Effective Date and the making of distributions on the Plan Effective Date pursuant hereto, (i) any of the Debtors' Cash held by RL Management or the Wind-Down Debtor(s) in excess of the Wind-Down Amount and (ii) the proceeds of any non-Cash assets of the Debtors' Estates vested in the Wind-Down Debtor(s), shall be payable in accordance with the provisions in this Plan, including Article III hereof. The Plan Administrator shall make such distributions in Cash in accordance with Article III hereof.

8. The Plan Administrator

On and after the Plan Effective Date, the Plan Administrator, shall be appointed by the Debtors with the consent of the Prepetition Term Loan Agent and Purchaser and in consultation with the Committee.

The Plan Administrator shall not be required to post any bond or surety or other security for the performance of its duties hereunder unless otherwise ordered by the Bankruptcy Court. In the event that the Plan Administrator is so ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Assets and/or RL Management.

The Plan Administrator may resign at any time upon thirty (30) days' written notice to the Bankruptcy Court; provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator by the Court. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested

with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Plan Administrator relating to the Wind-Down Debtor(s) shall be terminated.

(a) The Plan Administrator's Rights and Powers

The powers of the Plan Administrator shall include any and all powers and authority necessary or helpful to implement and carry out the provisions of the Plan and any applicable orders of the Bankruptcy Court relating to the Wind-Down Debtors. The Plan Administrator shall be the representative of the Debtors' Estates with respect to the Wind-Down Assets appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

Without limiting the foregoing, the Plan Administrator shall (a) hold, liquidate, invest, supervise, and protect the Wind-Down Assets; (b) effectuate the distributions contemplated by the Plan Administrator under the Plan; (c) object to or settle Disputed Claims against the Debtors (except General Unsecured Claims); (d) prosecute any or all of the Causes of Action retained by the Wind-Down Debtors; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtor(s); (f) file tax returns for, pay taxes of, and represent the interests of the Wind-Down Debtor(s) or the Debtors' Estates, as applicable, before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) File the operating report for the Debtors' Estates for the month in which the Plan Effective Date occurs and all subsequent quarterly reports; (h) take any action necessary to wind down the business and affairs of the Wind-Down Debtor(s); (i) file appropriate certificates of dissolution of the Wind-Down Debtor(s) pursuant to applicable state or provincial law; and (j) manage the business operations and affairs of RL Management for as long as is necessary and advisable to effectuate the provisions of the Plan and the Sale Transaction.

As soon as practicable after the Plan Effective Date, the Plan Administrator shall cause the Wind-Down Debtor(s) and RL Management to comply with, and abide by, the terms of the Plan and take any actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to complete the Wind-Down of any of the Debtors' remaining assets or operations from and after the Plan Effective Date, the Debtors (1) shall be deemed to have canceled pursuant to the Plan all Interests in the Debtors (except RL Management as provided for herein) and (2) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Plan Effective Date. The Filing of the final monthly operating report for the Debtors' Estates (for the month in which the Plan Effective Date occurs) and all subsequent quarterly post-Confirmation reports shall be the responsibility of the Plan Administrator.

The Plan Administrator shall act for the Wind-Down Debtor(s) and RL Management in the same fiduciary capacity as applicable to a board of directors, board of managers, member/manager and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Plan Effective Date, the persons acting as members, managers, officers or directors of the Debtor(s) shall be deemed to have resigned and the Plan Administrator shall be appointed as the sole manager, sole director, sole member and sole officer of RL Management and the Wind-Down Debtor(s) and shall succeed to the powers of the Debtors' directors, managers, members and officers. From and after the Plan Effective Date, the Plan Administrator shall be the sole

representative of, and shall act for, the Wind-Down Debtor(s) and RL Management. For the avoidance of doubt, the foregoing shall not limit the authority of RL Management, the Wind-Down Debtor(s), or the Plan Administrator, as applicable, to continue the employment of any former member, manager, director or officer, including pursuant to any transition services or other agreement, in each case, to the extent permitted by applicable law.

(b) Retention of the Plan Administrators' Professionals

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of its duties. The reasonable fees and expenses of such professionals shall be paid pursuant to any transition services agreement with RL Management or from the Wind-Down Assets, as applicable, upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business in accordance with the Wind-Down Budget and shall not be subject to the approval of the Bankruptcy Court.

(c) Compensation of the Plan Administrator

All reasonable costs, expenses, and obligations incurred by the Plan Administrator in administering the Plan, operating RL Management for the benefit of or in connection with the Sale Transaction, administering the Wind-Down Debtor(s)' Estates, or in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Assets or pursuant to a transition services agreement with RL Management, as applicable, in accordance with the Wind-Down Budget and on the terms set forth in the Plan Administrator Agreement. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Plan Effective Date (including taxes imposed on the Wind-Down Debtors or RL Management) in connection with its duties hereunder and the Plan Administrator Agreement shall be, subject to the Wind-Down Budget, paid without any further notice to, or action, order, or approval of, the Bankruptcy Court.

(d) Indemnification, Insurance, and Liability Limitation

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be indemnified by the Wind-Down Debtor(s) and RL Management to the fullest extent permitted by applicable law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the Plan Administrator Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The Plan Administrator may obtain, at the expense of the Wind-Down Debtor(s) and RL Management and in accordance with the Plan Administrator Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. Any such insurance shall be paid solely from the Wind-Down Assets in accordance with the Wind-Down Budget. The Plan Administrator may rely upon all written information previously generated by the Debtors.

Notwithstanding anything to the contrary contained herein, the Plan Administrator in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Wind-Down Debtor(s) or RL Management.

(e) Tax Returns

The Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Wind-Down Debtor(s) and RL Management and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of any Wind-Down Debtor, RL Management, or the Estate of its predecessor Debtor, as determined under applicable tax laws.

9. Vesting of Wind-Down Assets in the Wind-Down Debtor(s) or Purchaser(s)

Except as otherwise provided herein, on the Plan Effective Date, all Wind-Down Assets shall vest in the Wind-Down Debtor(s), free and clear of all Liens, Claims, Interests, Causes of Action, charges, or other encumbrances, purchase rights, options or rights of first refusal, unless expressly provided otherwise by the Plan or the Confirmation Order. On and after the Plan Effective Date, the Wind-Down Debtor(s) may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action that constitute Wind-Down Assets without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

10. Cash Collateral Held by the Prepetition ABL Agent

Any contrary provision hereof notwithstanding, nothing contained herein shall affect the rights and responsibilities of the parties, including the Debtor ABL Loan Parties and Prepetition ABL Agent under that certain Payoff Letter (as defined in the DIP Orders) dated as of May 17, 2024, as approved by the Court in the DIP Orders and the Cash Management Orders. From and after the Plan Effective Date, at such time as Prepetition ABL Agent is obligated to return the cash collateral held by Prepetition ABL Agent in accordance with the Payoff Letter, the Purchaser shall be entitled to receive the return of all cash collateral held by the Prepetition ABL Agent under or in connection with the Payoff Letter. Upon payment of such cash collateral to the Purchaser, the obligations of the Prepetition ABL Agent shall be deemed satisfied.

11. GUC Trust.

(a) Establishment of GUC Trust

On the Plan Effective Date, the GUC Trust shall be established to receive (i) after adequate reserve for the payment (as reasonably determined by the Debtors in consultation with the Committee) of all Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Administrative Expense Claims that are not Assumed Liabilities (except for DIP Claims and Allowed Professional Fee Claims), the GUC Fund and (ii) the Equityholder Litigation Claims, the proceeds of which shall be distributed in accordance with the Plan. On the Plan Effective Date, the Debtors shall contribute the GUC Fund and Equityholder Litigation Claims to the GUC Trust. In

no event shall any GUC Trust Assets of any kind be returned by, or otherwise transferred from, the GUC Trust to any Debtor.

The GUC Trust shall qualify as a liquidating trust as described in Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, and shall be treated as a grantor trust for United States federal income tax purposes. The GUC Trustee shall have the authority to manage the day-to-day operations of the GUC Trust, including, without limitation, by disposing of the assets of the GUC Trust, appearing as a party in interest, calculating distributions, paying taxes and such other matters as more particularly described in Article IV of the Plan and the GUC Trust Agreement. The reasonable expenses of the GUC Trust, including the reasonable expenses of the GUC Trustee and its representatives and professionals, will be satisfied from the GUC Fund.

On the Effective Date, the GUC Trust Assets shall vest automatically in the GUC Trust. The Plan shall be considered a motion pursuant to Sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the GUC Trust Assets to the GUC Trust shall be made for the benefit and on behalf of the holders of Allowed General Unsecured Claims in Class 4. The assets comprising the GUC Trust Assets will be treated for tax purposes as being transferred by the Debtors to the holders of Class 4 Claims pursuant to the Plan in exchange for their Allowed Claims and then by such holders to the GUC Trust in exchange for the interests in the GUC Trust. The holders of Allowed General Unsecured Claims shall be treated as the grantors and owners of the GUC Trust. Upon the transfer of the GUC Trust Assets, the GUC Trust shall succeed to all of the Debtors' rights, title and interest in the GUC Trust Assets, and the Debtors will have no further interest in or with respect to the GUC Trust Assets. In pursuing the Equityholder Litigation Claims, the GUC Trustee shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the time periods in which any of the Equityholder Litigation Claims may be brought under section 546 of the Bankruptcy Code. The GUC Trust Agreement will require consistent valuation of the GUC Trust Assets by the Reorganized Debtors, the GUC Trustee, and the beneficiaries of the GUC Trust for all U.S. federal income tax and reporting purposes. The GUC Trust will not be permitted to receive or retain cash in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the GUC Trust Assets.

To effectively investigate, prosecute, compromise, and/or settle the Equityholder Litigation Claims, the GUC Trustee and its counsel and representatives must have access to all documents and information relating to the Equityholder Litigation Claims and be able to exchange such information with the Plan Administrator, Reorganized Debtors and Wind-Down Debtors on a confidential basis and in common interest without being restricted by or waiving any applicable work product, attorney-client, or other privilege. Given the GUC Trust's position as successor to the Equityholder Litigation Claims, sharing such information between the Plan Administrator, Reorganized Debtors, the Wind-Down Debtors and the GUC Trustee and their counsel shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information. Accordingly, on the Plan Effective Date, the Plan Administrator, Reorganized Debtors, the Wind-Down Debtors and the GUC Trustee shall enter into the Confidentiality and Common Interest Agreement providing for, inter alia, the Plan Administrator, Reorganized Debtors and Wind-Down Debtors to provide reasonable access to, and the GUC Trust shall have the right to secure, at the GUC Trust's own expense, copies of, all of the Plan Administrator's,

Wind-Down Debtors' and Reorganized Debtors' records and information relating to the Equityholder Litigation Claims including, without limitation, all electronic records or documents. The GUC Trustee shall also have full and complete access to, and the right to copy at the expense of the GUC Trust, all reports, documents, memoranda and other work product of the Debtors and the Creditors' Committee and their respective professionals and advisors related to the Equityholder Litigation Claims. From and after the Plan Effective Date, the Plan Administrator, Reorganized Debtors, Wind-Down Debtors and their officers, employees, agents, and professionals shall provide reasonable cooperation during normal business hours in responding to information requests of the GUC Trustee regarding the Equityholder Litigation Claims. For a period of five years after the Plan Effective Date, the Plan Administrator, Reorganized Debtors and Wind-Down Debtors shall preserve all records and documents (including all electronic records or documents) related to the Equityholder Litigation Claims or, if any Equityholder Litigation Claims have been asserted in a pending action, then until such later time as the GUC Trustee notifies the Plan Administrator, Reorganized Debtors and Wind-Down Debtors in writing that such records are no longer required to be preserved. Notwithstanding anything in the foregoing, neither the Debtors, the Plan Administrator, the Wind-Down Debtors, nor the Reorganized Debtors shall be required to take any action under this paragraph that requires out-of-pocket expenditure by such entity of more than \$500.00, absent reimbursement by the GUC Trust.

Except as otherwise ordered by the Bankruptcy Court, the expenses of the GUC Trust on or after the Plan Effective Date shall be paid in accordance with the GUC Trust Agreement without further order of the Bankruptcy Court.

The GUC Trust shall file annual reports regarding the liquidation or other administration of property comprising the GUC Trust Assets, the distributions made by it and other matters required to be included in such report in accordance with the GUC Trust Agreement. In addition, the GUC Trust will file tax returns as a grantor trust pursuant to United States Treasury Regulation Article 1.671-4(a).

The interests in the GUC Trust are not intended to constitute "securities." To the extent such interests are deemed to be "securities," the issuance of such interests shall be exempt from registration under the Securities Act and any applicable state and local laws requiring registration of securities pursuant to section 1145 of the Bankruptcy Code or another available exemption from registration under the Securities Act. If the GUC Trustee determines, with the advice of counsel, that the GUC Trust is required to comply with registration or reporting requirements under the Securities Act, the Exchange Act or other applicable law, then the GUC Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and to file reports with the SEC to the extent required by applicable law.

The GUC Trust shall be dissolved as soon as practicable after the date that is the earlier to occur of: (a) the distribution of all proceeds from the GUC Trust Assets available for distribution pursuant to the Plan, or (b) the determination of the GUC Trustee that the continued prosecution of the Equityholder Litigation Claims is not likely to yield sufficient additional proceeds to justify further pursuit.

To the extent that the terms of the Plan with respect to the GUC Trust are inconsistent with the terms set forth in the GUC Trust Agreement, then the terms of the GUC Trust Agreement shall govern.

(b) Powers and Duties of GUC Trustee

The GUC Trustee shall administer the GUC Trust and its assets in accordance with this Plan, the GUC Trust Agreement, and the other GUC Trust Documents and shall be responsible for, among other things, making certain Distributions required under this Plan. From and after the Plan Effective Date and continuing through the date of entry of a Final Decree, the GUC Trustee shall: (a) possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to the Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (ii) be entitled to notice and opportunity for hearing on all such issues, (iii) participate in all matters brought before the Bankruptcy Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court and (b) have the authority to retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate and compensate such personnel and professionals as it deems appropriate in accordance with the Plan, all without prior notice to or approval of the Bankruptcy Court. Professionals and personnel retained or employed by the GUC Trust or the GUC Trustee need not be disinterested as that term is defined in the Bankruptcy Code, and may include Professionals who had been employed by the Committee or the Debtors.

The powers of the GUC Trustee shall include any and all powers and authority necessary or helpful to implement and carry out the provisions of the Plan and any applicable orders of the Bankruptcy Court relating to the GUC Trust Assets. The GUC Trustee shall be the representative of the Debtors' Estates with respect to the GUC Trust Assets appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

Without limiting the foregoing, the GUC Trustee shall (a) hold, liquidate, invest, supervise, and protect the GUC Trust Assets; (b) effectuate the distributions contemplated by the GUC Trustee under the Plan; (c) object to or settle Disputed General Unsecured Claims against the Debtors; (d) investigate, prosecute, or resolve the Equityholder Litigation Claims, as appropriate; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of the GUC Trust; (f) file tax returns for, pay taxes of (if any), and represent the interests of the GUC Trust before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) take any action necessary to administer the GUC Trust; and (h) file appropriate certificates of dissolution of the GUC Trust, if any, pursuant to applicable state or provincial law.

(c) Retention of GUC Trust Professionals

The GUC Trustee shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the GUC Trustee, are necessary to assist the GUC Trustee in the performance of its duties and prosecution of the Equityholder Litigation Claims and administration of the other GUC Trust Assets; provided, however, that (i) the payment of such professionals shall be made solely using the funds in the GUC Fund and (ii) the Prepetition Term Loan Agent shall have consented to the retention of any attorney retained by the GUC Trustee to

prosecute the Equityholder Litigation Claims. The reasonable fees and expenses of such professionals shall be paid only from the GUC Funds upon the monthly submission of statements to the GUC Trustee. The payment of the reasonable fees and expenses of the GUC Trustee's retained professionals shall not be subject to the approval of the Bankruptcy Court.

(d) **Indemnification, Insurance, and Liability Limitation**

The GUC Trustee and all professionals retained by the GUC Trustee, each in their capacities as such, shall be indemnified by the GUC Trust to the fullest extent permitted by applicable law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the GUC Trust Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The GUC Trustee may obtain, at the expense of the GUC Trust and in accordance with the GUC Trust Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. Any such insurance shall be paid solely from the GUC Trust Assets. The GUC Trustee may rely upon all written information previously generated by the Debtors.

Notwithstanding anything to the contrary contained herein, the GUC Trustee in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the GUC Trust.

12. **Sources of Consideration for Plan Distributions.**

The Plan Administrator shall fund distributions under the Plan, to the extent not made on the Plan Effective Date, with the Plan Funding Amount, Sale Proceeds (if any), and proceeds of retained Causes of Action not settled, released, assigned, discharged, enjoined, or exculpated on or prior to the Plan Effective Date. The Plan Administrator shall fund payment of all Allowed Administrative Expense Claims, Priority Tax Claims and Other Priority Claims. Professional Fee Claims shall be funded from the Professional Fee Escrow Account. The GUC Trustee shall make all distributions of proceeds of the Equityholder Litigation Claims and other GUC Trust Assets in accordance with the Plan and the GUC Trust Agreement. Except for Assumed Liabilities arising under the Purchase Agreement, neither the Purchaser nor the Reorganized Debtors shall have any responsibility to make or liability for Distributions required under the Plan.

V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. **363 Asset Sale**

In the event a 363 Asset Sale is consummated, upon closing of the 363 Asset Sale, (i) each Executory Contract and Unexpired Lease designated for assumption and assignment to Purchaser (or one or more of the designees of Purchaser) in accordance with the Bidding Procedures Order and the Purchase Agreement shall be assumed by the applicable Debtor and assigned to the Purchaser (or one or more of the designees of Purchaser) pursuant to the terms of the applicable Purchase Agreement and applicable orders of the Bankruptcy Court, and (ii) all Executory

Contracts and Unexpired Leases not designated for assumption and assignment to the Purchaser (or one or more of the designees of Purchaser) in any Purchase Agreement, to the extent not previously rejected or terminated, shall be automatically rejected.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.1 and assigned to Purchaser (or one or more of the designees of Purchaser) shall vest in, and be fully enforceable by, the Purchaser (or one or more of the designees of Purchaser) in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

2. Reorganized Equity Sale

In the event a Reorganized Equity Sale or other Restructuring Transaction is consummated, on the Plan Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan (including, to the extent applicable, a Purchase Agreement related thereto), all Executory Contracts and Unexpired Leases, to the extent not previously rejected or terminated, shall be deemed rejected under section 365 of the Bankruptcy Code without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) was previously assumed by a Debtor; (2) expired or was terminated pursuant to its own terms or by agreement of the parties thereto; (3) is the subject of a motion to assume Filed by the Debtors on or before the date of entry of the applicable Confirmation Order; or (4) is listed on the Assumed Executory Contracts and Unexpired Leases List; provided, that that rejections of Unexpired Leases of non-residential real property pursuant to this Plan shall be effective as of the later of (a) the Plan Effective Date and (b) the date on which the leased premises are unconditionally surrendered to the landlord under such rejected Unexpired Lease.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.2 of the Plan, shall re-vest in, and be fully enforceable by, the Purchaser or Reorganized Debtor (as applicable) in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

B. Approval of Assumption, Assignment and Rejection

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Plan Effective Date, constitute the Bankruptcy Court's approval of the assumptions, assignments or rejections, as applicable, of the Executory Contracts and Unexpired Leases under the Plan. Any motion of the Debtors to assume an Executory Contract or Unexpired Lease pending on the Plan Effective Date shall be subject to approval by the Bankruptcy Court by a Final Order.

Notwithstanding anything to the contrary in the Plan, the Debtors and the Reorganized Debtors, as applicable, reserve the right to amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to such list at any time prior to the Plan Effective Date (or prior to such later date as may be designated in any Purchase Agreement, as applicable), subject to the consent of the Purchaser.

The Debtors or the Reorganized Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their counterparties affected thereby.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Unless otherwise provided by a Final Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date. All Allowed Claims arising from the rejection of a Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against such Debtor. No non-Debtor party to a rejected Executory Contract or Unexpired Lease shall be permitted to setoff or recoup any amounts owed to the Debtors under such rejected Executory Contract or Unexpired Lease against any Allowed rejection damages.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Bankruptcy Court or any other Person, any such Claim shall be released, and discharged, notwithstanding anything in the Schedules or any Proof of Claim to the contrary, and such Claim shall not be enforceable against the Debtors, the Reorganized Debtors, the Debtors' Estates, the Wind-Down Debtor(s), or the GUC Trustee, as applicable, or their respective properties.

D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied by the applicable Debtor(s) party to such Executory Contract or Unexpired Lease or the Purchaser as required by any Purchase Agreement, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash on the earlier of (i) the Plan Effective Date or (ii) the consummation of a 363 Asset Sale, if applicable, or on such other terms as the parties to such Executory Contracts or Unexpired Leases, with the consent of the Purchaser. In the event of an unresolved dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or Purchaser(s) (as applicable) or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption, the payment of the Cure Amount required by section 365(b)(1) of the Bankruptcy Code shall be resolved by a Final Order.

The Debtors served on the applicable counterparties notices of proposed assumption and proposed Cure Amounts pursuant to the terms of the Bidding Procedures. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or Cure Amount must be Filed and served to be actually received by no later than the applicable objection deadline set forth in the Bidding Procedures Order.** Any counterparty to an Executory Contract or Unexpired Lease designated for assumption that fails to object timely to the

proposed assumption, Cure Amount or adequate assurance of future performance shall be deemed to have consented to all of the foregoing.

Assumption (or assumption and assignment, as applicable) of an Executory Contract or Unexpired Lease pursuant to the Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under such Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

E. Preexisting Obligations under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the applicable Debtor(s) thereunder. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, outstanding Cash payments, warranties or continued maintenance obligations on any goods previously purchased by the Debtors from a non-Debtor counterparty to a rejected Executory Contract or Unexpired Lease.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan or Confirmation Order, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to the Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Debtors' Chapter 11 Cases shall not be deemed to alter the prepetition nature of the applicable Executory Contracts or Unexpired Leases, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Leases List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of the Plan Effective Date

In the event that the Plan Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases of nonresidential property pursuant to section 365(d)(4) of the Bankruptcy Code.

VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Plan Effective Date (or if a Claim is not an Allowed Claim on the Plan Effective Date, on the date that such Claim becomes an Allowed Claim), each holder of an Allowed Claim shall receive, subject to the provisions of this Article VI hereof, the full amount of the distribution that the Plan provides on account of Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as otherwise provided in the Plan, holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or after the Plan Effective Date.

B. Delivery of Distributions

1. Persons Responsible

Distributions under the Plan shall be made by (i) with respect to a Distribution of proceeds of the Equityholder Litigation Claims or other GUC Trust Assets, the GUC Trustee and (ii) with respect to all remaining Distributions, the Plan Administrator. Except for Assumed Liabilities arising under the Purchase Agreement, the Purchaser (or any Affiliates or designees thereof) shall have no responsibility to make or liability for Distributions required under the Plan.

Except as otherwise provided herein, all distributions shall be made to the holders of Allowed Claims at the address for each such holder as indicated in the applicable Debtor's schedules as of the date of the relevant distribution; provided, however, that the address for each holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that holder; provided further, however, that the manner of distributions shall be determined at the discretion of the Reorganized Debtors, the Plan Administrator, or GUC Trustee, as applicable.

2. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed with respect to Claims held against the Debtors and any party responsible for making distributions under the Plan shall be authorized and entitled to recognize only those record holders of such Claims that are listed on the Claims Register as of the close of business on the Distribution Record Date.

3. Minimum Distributions

Notwithstanding any other provision of the Plan, the Reorganized Debtors, the Wind-Down Debtor(s), the Plan Administrator, or the GUC Trustee, as applicable, shall not be required to make distributions of less than \$50.00 in value (whether Cash or otherwise), and each Claim to which this limitation applies shall be discharged, and its holder shall be forever barred pursuant to Article VIII of the Plan from asserting such Claim against the Debtors, their applicable Estates, the Reorganized Debtors, the Wind-Down Debtors, the GUC Trustee, as applicable, or their respective property, as applicable. If any assets remain where distributions would not be feasible, the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trustee, as applicable, shall donate such sums to Red Lobster Cares.

C. Distributions and Undeliverable or Unclaimed Distributions

In the event that a distribution to any holder of an Allowed Claim is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized Debtors, the Plan Administrator, or the GUC Trustee, as applicable, has determined the then-current address of such holder, at which time the distribution shall be made to such holder without interest; provided, however, that, at the expiration of ninety (90) days from the date a distribution is attempted, any such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code. After such date, all unclaimed property shall automatically revert to the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trust, as applicable, without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred.

D. Surrender of Cancelled Instruments or Securities

On the Plan Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.A.5 hereof shall be deemed to have surrendered such certificate or instrument. Such surrendered certificate or instrument shall be cancelled solely with respect to the applicable Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis à vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the holder of a Claim or Interest, which shall continue in effect for purposes of allowing holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Unimpaired under the Plan.

E. Compliance with Tax Requirements

The Debtors, Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, with respect to the distributions pursuant to the Plan, and all such distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors, the Plan Administrator, or the GUC

Trustee shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such compliance, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors, the Plan Administrator, and the GUC Trustee, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. Allocations

Distributions on account of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to accrued but unpaid prepetition interest.

G. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Plan, Confirmation Order or DIP Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claim, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim.

H. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency published in *The Wall Street Journal*, National Edition, on the Petition Date.

I. Setoffs and Recoupment

Except as expressly provided in the Plan, each Reorganized Debtor, Wind-Down Debtor, or the GUC Trustee, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan distributions to be made on account of an Allowed Claim any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Wind-Down Debtor, or the GUC Trustee may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by a Reorganized Debtor, a Wind-Down Debtor, the GUC Trustee, or its successor of any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Wind-Down Debtor, or the GUC Trustee may have against the applicable claimholder. In no event shall any holder of a Claim, notwithstanding any indication in such holder's Proof of Claim that such holder asserts, has, or intends to preserve any right of setoff or recoupment pursuant to section 553 of the Bankruptcy Code or otherwise, be entitled to set off or recoup its Claim against any claim, right, or Cause of Action of the Debtor, Reorganized Debtor, Wind-Down Debtor(s), or the GUC Trustee, as applicable.

J. Claims Paid or Payable by Third Parties1. Claims Paid by Third Parties

To the extent the holder of a Claim receives payment in full on account of such Claim from a third party, such Claim shall be Disallowed and expunged from the Claims Register without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a holder of a Claim receives a distribution on account of such Claim and thereafter receives payment from a third party on account of such Claim, such holder shall, within two weeks of receipt of the latter, repay or return to the applicable Reorganized Debtor, Wind-Down Debtors, or the GUC Trustee, as applicable, the portion of the received Plan distribution, if any, by which its total recovery on account of the Claim exceeds the Allowed amount of such Claim.

2. Claims Payable by Third Parties

The availability, if any, of any insurance policy for the satisfaction of an Allowed Claim shall be determined by the terms of the applicable Debtor(s)'s insurance policies. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part any Allowed Claim (if and to the extent adjudicated by a court of competent jurisdiction), then, immediately upon such insurers' agreement, the applicable portion of such Claim may be Disallowed and expunged from the Claims Register without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

Nothing contained in the Plan shall constitute or be deemed a waiver of any Claim or Cause of Action that any Debtor or any Person may hold against any insurer under any insurance policies, nor shall anything contained herein constitute a waiver by any insurer of any defenses, including coverage defenses.

VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS**A. Allowance of Claims**

After the Plan Effective Date, the Reorganized Debtors, Wind-Down Debtors, and the GUC Trustee, as applicable, shall have and retain any and all rights and defenses the applicable Debtor had immediately before the Plan Effective Date. No Claim shall be deemed an Allowed Claim unless and until such Claim is Allowed under the Plan or under any order entered in the Chapter 11 Cases before the Plan Effective Date (including the Confirmation Order), when such order becomes a Final Order.

B. No Distributions Pending Allowance

If an objection to a Claim or a portion thereof is Filed, no distribution shall be made on account of such Claim or the applicable portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

C. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Plan Effective Date, the Reorganized Debtors, the Plan Administrator, and the GUC Trustee, as applicable, shall have the authority to: (1) File, withdraw, or litigate to judgment objections to Claims against the applicable Estate; (2) settle, compromise, or otherwise resolve Disputed Claims against the applicable Estate without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the applicable Claims Register to reflect any settlements, compromises or Final Orders resolving Disputed Claims or the fact that any Claim has been paid or satisfied, or that any Proof of Claim that has been amended or superseded, cancelled or otherwise expunged (including pursuant to the Plan), in each case without any further notice to or action, order, or approval by the Bankruptcy Court. The GUC Trustee shall be primarily responsible for reconciling and objecting to General Unsecured Claims in accordance with the provisions of this Plan.

D. Estimation of Claims

Before or after the Plan Effective Date, the Debtors, Reorganized Debtors, Wind-Down Debtor(s), or the GUC Trustee, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to such Claim or during the appeal relating to such objection. Notwithstanding any provision in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or that otherwise has not yet been resolved by a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Debtor, Reorganized Debtor or Wind-Down Debtor, or the GUC Trustee, as applicable, may elect to pursue a supplemental proceeding to object to any ultimate allowance of such Claim.

E. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the later of (1) 180 days after the entry of the Confirmation Order and (2) such other period of limitation as may be fixed by the Bankruptcy Court. A motion to extend such deadline may be filed with the Bankruptcy Court by the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trustee, as applicable, on an ex parte or expedited basis.

F. Disallowance of Claims

Any Claims held by Persons from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action

against that Person have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, from that Person have been turned over or paid to the Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable.

All Claims against any Debtor, whether Filed or listed in any of the Debtor's Schedules, on account of an indemnification, surety and/or contribution obligation to any of the following Persons or entities shall be deemed satisfied and expunged from the Claims Register as of the Plan Effective Date, without any further notice to or action, order, or approval of the Bankruptcy Court: (i) current or former director of any Debtor, (ii) current or former officer of any Debtor; (iii) current or former employee of any Debtor; (iv) current or former insider of any Debtor; (v) holder, whether directly or indirectly, of an Interest in any Debtor; (vi) current or former operator of any Debtor; (vii) current or former project manager of any Debtor; and (viii) any Affiliate of the Persons or entities set forth in the foregoing clauses (i) through (vii); provided, further, that the holder of any such Claim shall not be entitled to any distributions under the Plan on account of such Claims.

G. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order allowing a Disputed Claim becomes a Final Order, the Reorganized Debtors, the Wind-Down Debtor(s), Plan Administrator, or the GUC Trustee, as applicable, shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled, without interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law.

VIII. RELEASES, INJUNCTION AND RELATED PROVISIONS

A. Plan Releases, Injunction and Related Provisions

1. Discharge of Claims and Termination of Interests in the Debtors

In the event a Reorganized Equity Sale is consummated, upon the Plan Effective Date, and except as otherwise provided in the Plan, the Debtors (excluding the Wind-Down Debtors) shall be discharged to the fullest extent permitted by section 1141(d) of the Bankruptcy Code; provided, however, that such discharge shall exclude any Assumed Liabilities. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than Assumed Liabilities) against, and Interests in, the Debtors (excluding the Wind-Down Debtors) subject to the occurrence of the Plan Effective Date.

In the event a 363 Asset Sale is consummated, pursuant to the provisions of section 1141(d)(3) of the Bankruptcy Code, the Debtors shall not be entitled to a discharge and shall be wound down as set forth in the Plan and the Plan Administrator Agreement.

2. Releases by the Debtors

Notwithstanding anything in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Plan Effective Date, each Released Party is, and

is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released by each of the Debtors, their respective Estates, and any Person seeking to exercise the rights of any of the Debtors or their Estates (including any successors to any of the Debtors or their Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the Debtors, their Estates, the Reorganized Debtors or Wind-Down Debtor(s), as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or that any holder of any Claim against or any Interests in, any of the Debtors could have asserted on behalf of any of the Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operations thereof); any Security of any of the Debtors; the subject matter of, or the transactions or events giving rise to, any Claim, Cause of Action or Interest; the business or contractual arrangements between any Debtor and a Released Party; any of the Debtors' restructuring efforts; any Avoidance Actions held by any of the Debtors or their Estates; any intercompany transactions performed by any of the Debtors; the Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the Debtors therein); the formulation, preparation, dissemination, negotiation, or Filing of the Plan, the Plan Supplement, the DIP Facility, the Disclosure Statement, or the Bidding Procedures Order (and the procedures approved thereby); any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order with respect to the Plan in lieu of such legal opinion) created or entered into in connection with the Plan or the Bidding Procedures Order; the solicitation of votes on the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the implementation of the Plan, including the issuance or distribution of Securities or any other property pursuant to the Plan; or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date Claims or obligations of any Person under the Plan, the Confirmation Order with respect to the Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the Equityholder Litigation Claims.

3. Releases by Holders of Claims Against the Debtors

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operation thereof); any security of any of the Debtors or any of the Reorganized Debtors; the subject matter of, or the transactions or events giving rise to, any Claim that is treated in the Plan; the business or contractual arrangements between any Debtor and any Released Party; the assertion or enforcement of rights and remedies against any of the Debtors; the Debtors' in- or out-of- court restructuring efforts; any Avoidance Actions held by any of the Debtor(s) or their Estates; intercompany transactions between or among a Debtor and another Debtor; the Chapter 11 Cases; the Canadian Proceeding; the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; the Filing of the Debtors' Chapter 11 Cases; the Filing of the Canadian Proceeding; the Disclosure Statement, the Plan, the solicitation of votes with respect to the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, the distribution of property under the Plan or any other related agreement, or any cancellation of debt income realized in connection with the Plan; or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the Plan or any other financing document under and as defined therein), (ii) the Equityholder Litigation Claims, or (iii) any post-Plan Effective Date obligations of any Person under the Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Purchase Agreement or any Claim or obligation arising under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third party release, which includes by reference

each of the related provisions and definitions contained in the Plan, and, further shall constitute the Bankruptcy Court's finding that the third party release by those creditors or interest holders who vote to accept the Plan is: (I) the good and valuable consideration and substantial contributions provided by the Released Parties; (II) a good faith settlement and compromise of the Claims released by the third party release; (III) in the best interests of the Debtors and all holders of Claims and Interests; (IV) fair, equitable and reasonable; (V) given and made after due notice and opportunity for a hearing; and (IV) a bar to any of the Releasing Parties asserting any Claim released pursuant to the third party release.

4. Exculpation from Claims Relating to the Plan

Except as otherwise specifically provided in the Plan or the Confirmation Order with respect to the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claims and Causes of Action related to any act or omission occurring between and including the Petition Date and the Plan Effective Date in connection with, relating to, or arising out of: the Debtors' Chapter 11 Cases (including the Filing thereof); the Canadian Proceeding (including the Filing thereof); the formulation, preparation, dissemination, negotiation, Filing, or termination of the Plan, the Disclosure Statement, the Bidding Procedures Order, the DIP Facility, or any contract, instrument, release or other agreement or document created or entered into in connection with the Debtors' Chapter 11 Cases or Canadian Proceeding, whether or not included in the Plan Supplement or constituting a Definitive Document; the Restructuring Transactions contemplated by the Plan and any prepetition transactions relating to any of the foregoing; the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance and distribution of Securities pursuant to the Plan, or the distribution of property under the Plan; the Purchase Agreement; or any other related act or omission, transaction, event, or other occurrence taking place on or before or in connection with the Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan in all respects.

5. Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order with respect to the Plan, all Persons who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, any of the Debtors that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against any of the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), the GUC Trustee, as applicable, or any of the other Exculpated Parties or any of the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of

the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff or subrogation against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless, with respect to setoff, such holder has Filed a motion requesting the right to perform such setoff on or before the Plan Effective Date or Filed a Proof of Claim that asserts or preserves any such right, and until such motion has been granted or the Filed Proof of Claim is Allowed.

Upon entry of the Confirmation Order with respect to the Plan, all holders of Claims and Causes of Action against, and Interests in, any of the Debtors and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the Plan or the Sale Transaction.

B. Protections Against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons, including all Governmental Units, shall not discriminate against the Reorganized Debtors, Wind-Down Debtor(s), GUC Trustee, as applicable, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, Wind-Down Debtor(s), or GUC Trustee, as applicable, or another Person with whom the Reorganized Debtors, Wind-Down Debtor(s), or GUC Trustee, as applicable, have been associated, solely because the relevant Debtor has been a debtor under chapter 11 of the Bankruptcy Code, was insolvent before the commencement of or during the Debtors' Chapter 11 Cases, or did not pay a debt that is discharged hereunder.

C. Document Retention

On and after the Plan Effective Date, the Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented.

D. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court in effect on the applicable Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Plan Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

E. Unknown Claims

The waivers and releases provided in this Plan are intended to include both known and unknown Claims and Causes of Action. The Debtors and the other Releasing Parties understand

that they may later discover Claims, Causes of Action or facts that may be different than, or in addition to, those which the Debtors or any other Releasing Party now knows or believes to exist with respect to the Debtors, and which, if known at the Plan Effective Date may have materially affected the decision of the Debtors and any other Releasing Party to enter into it. Nevertheless, the Debtors and the Releasing Parties hereby waive any right, Causes of Action or Claim that might arise as a result of such different or additional Claims, Causes of Action or facts. The Debtors and the Releasing Parties are aware of, read, understand and have been fully advised by their attorneys as to the contents of the provisions of California Civil Code section 1542 and any other similar state, federal or foreign law and hereby expressly waive any and all rights, benefits and protections of such section 1542 and each such other similar law, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

IX. CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date for the Plan

It shall be a condition to the occurrence of the Plan Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have approved the Disclosure Statement, which may be approved by the Confirmation Order, with respect to the Plan;

2. The Confirmation Order approving the Plan is in form and substance reasonably acceptable to the Purchaser and Prepetition Term Loan Agent, the Debtors and the Committee and shall be a Final Order (unless otherwise waived by the Prepetition Term Loan Agent and the Committee) and shall:

- (a) Authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;
- (b) Decree the provisions in the Confirmation Order with respect to the Plan and the Plan to be non-severable and mutually dependent;
- (c) Authorize the Reorganized Debtors, Wind-Down Debtor(s), Plan Administrator and GUC Trustee, as applicable, to: (i) implement the Sale and Restructuring Transactions; (ii) make all distributions required under the Plan, including any Cash, the New Reorganized Debtor Equity, and the GUC Trust Agreement, in each case, as applicable; and (iii) enter into any applicable agreements, transactions, and sales of property as set forth in the Plan Supplement as applicable to the Debtors and the Plan;

- (d) Provide for the Bankruptcy Court's retention of jurisdiction over implementation of the Plan and the issues set forth in Article XI of the Plan; and
- (e) Authorize the implementation of the Plan in accordance with its terms;

3. The final version of each Definitive Document, including each document contained in the Plan Supplement, to the extent applicable to the Plan (including any exhibits, amendments, modifications, or supplements thereto) shall have been executed or deemed executed and delivered by each party thereto and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, if applicable;

4. Any and all authorizations, certifications, consents, regulatory approvals, rulings, actions, documents and agreements necessary to implement, consummate and effectuate the applicable Restructuring Transactions shall have been obtained, effected and executed;

5. In the event of a Reorganized Equity Sale, the New Reorganized Debtor Equity shall have been issued on or immediately before the Plan Effective Date;

6. The Professional Fee Escrow Account shall have been established and funded in accordance with Article II.B hereof;

7. Any Administrative Expense Claims that are not Assumed Liabilities (except for DIP Claims and Allowed Professional Fee Claims) and are known to the Debtors immediately prior to the Effective Date are paid or otherwise satisfied;

8. The Debtors, with the consent of the Prepetition Term Loan Agent and the Committee, shall have appointed the Plan Administrator, and the Plan Administrator Agreement and other Plan Administrator Documents shall have been executed and delivered;

9. The Debtors and the GUC Trustee selected by the Committee shall have executed and delivered the GUC Trust Agreement; and

10. The Confirmation Order shall have been recognized in the Canadian Proceeding pursuant to Part IV of the *Companies' Creditors Arrangement Act* (Canada) thereby giving full force and recognition to the Confirmation Order in Canada.

B. Waiver of Conditions

The conditions to the occurrence of the Plan Effective Date set forth in this Article IX may be waived by the Debtors, with the prior written consent of the Prepetition Term Loan Agent and the Committee, without notice to, action, or approval of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

C. Substantial Consummation

Substantial Consummation of the Plan shall be deemed to occur on the Plan Effective Date.

D. Effect of Failure of Conditions

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; (2) prejudice in any manner the rights of each applicable Debtor, any holder of Claims or Interests, or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holder of Claims or Interests, or any other Person in any respect.

X. MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN**A. Modification and Amendments**

Except as otherwise specifically provided in the Plan, the Debtors reserve the right, with the prior written consent of the Prepetition Term Loan Agent and the Committee, to (1) modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and (2) subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), to alter, amend or modify the Plan with respect to any Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. In accordance with, and to the extent provided by, section 1127 of the Bankruptcy Code, a holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation of votes thereon are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to File other plan(s) of reorganization. If the Debtors revoke or withdraw the Plan or if Confirmation or Consummation of the Plan does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, the assumption or rejection of any Executory Contracts or Unexpired Leases under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any claims by the

applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; (b) prejudice in any manner the rights of each applicable Debtor, any holder of Claims or Interests, or any other Person; or (c) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holder of Claims or Interests, or any other Person in any respect.

XI. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Plan Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction after the Plan Effective Date over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of, any Claim, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;
2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals;
3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease, the determination of any Claim arising therefrom, including the Cure Amounts, or any other matter related to Executory Contracts and Unexpired Leases; (b) the amending, modifying, or supplementing, after the Plan Effective Date, of the Assumed Executory Contracts and Unexpired Leases List; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
4. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or any other matters, and grant or deny any applications pending on the Plan Effective Date or filed thereafter, including any Equityholder Litigation Claims commenced in the Bankruptcy Court;
6. Adjudicate, decide, or resolve any and all matters related to sections 1141, 1145, and 1146 of the Bankruptcy Code;
7. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and of all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, including the documents comprising the Plan Supplement;
8. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation or otherwise, including interpretation or enforcement of the Plan, any Person's obligations incurred in connection with the Plan, or, as applicable, the Purchase Agreement;

9. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with Consummation or enforcement of the Plan;

10. Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan, and enter such orders as may be necessary or appropriate to enforce or implement such releases, injunctions, exculpations, and other provisions;

11. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

12. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan;

13. Adjudicate any and all disputes arising from or relating to distributions under the Plan;

14. Consider any modifications of the Plan to cure any defect or omission or to reconcile any inconsistency in the Confirmation Order;

15. Determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

16. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, or the Restructuring, including disputes arising under agreements, documents, or instruments executed in connection with the Plan or the Restructuring, whether they arise before, on or after the Plan Effective Date;

17. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

18. Enforce and interpret all orders entered by the Bankruptcy Court in the Chapter 11 Cases;

19. Hear any other matter not inconsistent with the Bankruptcy Code; and

20. Enter an order or final decree closing any of the Chapter 11 Cases.

XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Plan Effective Date, the terms of the Plan and the documents contained in the Plan Supplement, shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), and the GUC

Trustee, as applicable, and any and all holders of Claims against and Interests in the Debtors (irrespective of whether their Claims or Interests are Allowed or whether they have accepted the Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Person acquiring property under the Plan and any and all non-Debtor counterparties to the Executory Contracts and Unexpired Leases.

B. Additional Documents

On or before the Plan Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), or the GUC Trustee, as applicable, all holders of Allowed Claims receiving distributions under the Plan, and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees

All fees due and payable by the Debtors' Estates pursuant to section 1930 of Title 28 of the U.S. Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the U.S. Code to the extent applicable ("Quarterly Fees") prior to the Plan Effective Date shall be paid by the Debtors on the Plan Effective Date. After the Plan Effective Date, the Debtors and the Reorganized Debtors shall be jointly and severally liable to pay any and all Quarterly Fees when due and payable. After the Plan Effective Date, each of the Reorganized Debtors shall File with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Each and every one of the Debtors and the Reorganized Debtors shall remain obligated to pay Quarterly Fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be required to File any Administrative Expense Claim in the case, and shall not be treated as providing any release under the Plan. For the avoidance of doubt, neither the GUC Trust nor GUC Trustee is responsible for the payment of any Quarterly Fees.

D. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order confirming the Plan and the Confirmation Order shall have no force or effect if the Plan Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any holder of a Claim or Interest unless and until the Plan Effective Date has occurred.

E. Successors and Assigns

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of any such Person.

F. Notices

To be effective, all notices, requests and demands shall be in writing (including by e-mail or facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed to the following:

1. If to the Debtors, to:

Red Lobster Management LLC
450 S. Orange Avenue, Suite 800
Orlando, Florida 32801

with copies to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309

Attention:

W. Austin Jowers, Esq.

Jeffrey R. Dutson, Esq.

E-mail:

ajowers@kslaw.com

jdutson@kslaw.com

- and -

King & Spalding LLP
1100 Louisiana Street, Suite 4100
Houston, Texas 77002

Attention: Michael Fishel, Esq.

E-mail: mfishel@kslaw.com

- and -

Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, Florida 33131

Attention: Paul Steven Singerman, Esq.

E-mail: singerman@bergersingerman.com

2. If to the DIP Secured Parties or Prepetition Term Loan Agent, to:

Proskauer Rose LLP
One International Place
Boston, Massachusetts 02110
Attention: Charles A. Dale, Esq.
Email: cdale@proskauer.com

- and -

Proskauer Rose, LLP
 Eleven Times Square
 New York, New York 10036
 Attention:
 Megan Volin, Esq.
 Dylan J. Marker, Esq.
 Email:
mvolin@proskauer.com
dmarker@proskauer.com

- and -

Trenam, Kemker, Scharf, Barkin, Frye, O'Neill and Mullis, P.A.
 101 E Kennedy Boulevard, Suite 2700
 Tampa, Florida 33602
 Attention: Lara Roeske Fernandez, Esq.
 Email: lfernandez@trenam.com

3. If to the Committee or the GUC Trustee:

Pachulski Stang Ziehl & Jones LLP
 919 North Market Street, 17th Floor
 Wilmington, DE 19801
 Attention:
 Bradford J. Sandler, Esq.
 Email: bsandler@pszjlaw.com

If a Person wishes to continue to receive notices or documents after the Plan Effective Date, such Person must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Plan Effective Date, the Reorganized Debtors, the Wind-Down Debtor(s), or the GUC Trustee, as applicable, are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have Filed such renewed requests in the applicable Chapter 11 Cases.

G. Entire Agreement

Except as otherwise indicated, the Plan, the Plan Supplement, the Definitive Documents (in their final forms) and the Confirmation Order supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on the subjects covered thereby, all of which have become merged and integrated into the Plan and the Confirmation Order.

H. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan, as applicable, as if set forth in full in the Plan. After the exhibits and documents

are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Debtors' notice, claims, and balloting agent at <https://dm.epiq11.com/redlobster> or the Bankruptcy Court's website at <http://www.flmb.uscourts.gov/>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

I. Non-Severability of Plan Provisions

The provisions of the Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable, other than as described below. The Confirmation Order shall constitute a judicial determination, and shall provide, that each term and provision of the applicable Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

J. Closing of Chapter 11 Cases

The Reorganized Debtors or the Plan Administrator, as applicable, shall, promptly after the full administration of the Chapter 11 Cases, and with the consent of the GUC Trustee, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

K. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

L. Rates

The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Plan Effective Date.

[Remainder of Page Left Intentionally Blank]

Dated this September 4, 2024

/s/ Nicholas Haughey
Nicholas Haughey
Chief Restructuring Officer

This is **Exhibit "D"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 6th day of September, 2024



A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

EXHIBIT 2

**(Clean Version of Second Amended Joint Chapter 11 Plan
for Red Lobster Management LLC and Its Debtor Affiliates)**

**UNITED STATES BANKRUPTCY
COURT MIDDLE DISTRICT OF
FLORIDA ORLANDO DIVISION**
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,¹

Case No. 6:24-bk-02486-GER
~~Lead Case~~

Jointly Administered with

RED LOBSTER RESTAURANTS LLC,
RLSV, INC.
RED LOBSTER CANADA, INC.,
RED LOBSTER HOSPITALITY LLC,
RL KANSAS LLC,
RED LOBSTER SOURCING LLC,
RED LOBSTER SUPPLY LLC,
RL COLUMBIA LLC,
RL OF FREDERICK, INC.,
RED LOBSTER OF TEXAS, INC.,
RL MARYLAND, INC.,
RED LOBSTER OF BEL AIR, INC.,
RL SALISBURY, LLC,
RED LOBSTER INTERNATIONAL HOLDINGS LLC,
6:24-bk-02500-GER

Case No. 6:24-bk-02487-GER
Case No. 6:24-bk-02488-GER
Case No. 6:24-bk-02489-GER
Case No. 6:24-bk-02490-GER
Case No. 6:24-bk-02491-GER
Case No. 6:24-bk-02492-GER
Case No. 6:24-bk-02493-GER
Case No. 6:24-bk-02494-GER
Case No. 6:24-bk-02495-GER
Case No. 6:24-bk-02496-GER
Case No. 6:24-bk-02497-GER
Case No. 6:24-bk-02498-GER
Case No. 6:24-bk-02499-GER
Case No.

Debtors.

**SECOND AMENDED JOINT CHAPTER 11 PLAN FOR
RED LOBSTER MANAGEMENT LLC AND ITS DEBTOR
AFFILIATES**

~~THIS IS NOT A SOLICITATION OF AN ACCEPTANCE OR REJECTION OF
THE PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED
UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED OR
PRELIMINARILY APPROVED BY THE BANKRUPTCY COURT. THIS
PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT.~~

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors’ principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

Dated: ~~July 29~~September 4, 2024

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Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

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INTRODUCTION

Red Lobster Management LLC and the other debtors and debtors in possession in the above captioned cases (collectively, the “Debtors”), propose this joint Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in Article I.A of the Plan.

Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtors’ history, business, assets, results of operations, historical financial information, and projections, as well as a summary and description of the Plan and certain related matters. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

The Debtors shall pursue Confirmation of the Plan and a Sale Transaction that will be structured as either, at the election of the Purchaser, (i) a sale of all or substantially all of the assets of the Debtors or (ii) a sale of (a) all or substantially all of the assets of RL Management ~~and~~, RL International, and RLSV and (b) all or substantially all of the equity interests in the Reorganized Debtors (excluding RL Management), pursuant to section 1129 of the Bankruptcy Code and one or more Purchase Agreements.

All holders of Claims entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement in their entireties before voting to accept or reject the Plan.

M. DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below.

“363 Asset Sale” means the sale to Purchaser of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code and the Purchase Agreement.

“510(b) Claim” means any Claim against the applicable Debtor that is subordinated pursuant to section 510(b) of the Bankruptcy Code.

“Administrative Expense Claim” means a Claim entitled to priority for costs and expenses of administration of the Debtors’ Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the applicable Estate and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the applicable Chapter 11 Cases; and (c) all fees and charges assessed against the Debtors’ Estates under chapter 11 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

“Administrative Expense Claims Bar Date” means the deadline for Filing requests for payment of Administrative Expense Claims (other than DIP Claims and the Professional Fee Claims, which shall be paid in accordance with the DIP Orders and the Plan, as applicable), which shall be thirty (30) days after the Plan Effective Date, except as specifically set forth to the contrary in the Plan or a Final Order.

“Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

“Allowed” means with respect to a Claim, except as otherwise provided herein: (a) a Claim in a liquidated amount as to which no objection has been Filed prior to or on the applicable objection deadline and that is either evidenced by a timely Filed Proof of Claim or that is not required to be evidenced by a Proof of Claim under the Plan, the Bankruptcy Code, or a Final Order; (b) a Claim that is scheduled by the Debtors on their Schedules as neither disputed, contingent, nor unliquidated, and for which no Proof of Claim has been Filed in an unliquidated or different amount; or (c) a Claim that is deemed “Allowed” (i) pursuant to the Plan, (ii) in any stipulation approved by the Bankruptcy Court, (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or (iv) by Final Order (including any Claim to which the Debtors had objected or which the Bankruptcy Court had allowed prior to such Final Order); provided, that with respect to a Claim described in clauses (a) through (c) above, such Claim shall be considered Allowed only if and to the extent no objection to the allowance of such Claim has been Filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection had been Filed, it was overruled and such Claim was Allowed by a Final Order; provided, further, that no Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount that it owes to the applicable Debtor, Reorganized Debtor, or Wind-Down Debtor, as applicable.

“Assumed Executory Contracts and Unexpired Leases List” means the list compiled by the Debtors, with the consent of the Purchaser, of Executory Contracts and Unexpired Leases that will

(i) in the event of a Reorganized Equity Sale, be assumed by the Debtors (and, in some cases, assigned to the Purchaser) pursuant to the Plan or (ii) in the event of a 363 Asset Sale, be assumed by the Debtors and assigned to the Purchaser, in each case which list may be amended from time to time with the consent of the Purchaser.

“Assumed Liabilities” has the meaning set forth in the Purchase Agreement.

“Assumption and Assignment Procedures” has the meaning assigned to it in the Bidding Procedures Order.

“Avoidance Actions” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through and including 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended from time to time to the extent applicable to the Chapter 11 Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the Middle District of Florida.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the Judicial Code and the general, local, and chambers rules of

the

Bankruptcy Court, each as it may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

“Bidding Procedures” means, the sale procedures attached to the Bidding Procedures Order as Exhibit 1.

“Bidding Procedures Motion” means that certain *Motion of the Debtors for Entry of Order (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [ECF No. 49].

“Bidding Procedures Order” means that certain *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (VI) Granting Related Relief* [ECF No. 386].

“Business Day” means any day other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

“Canadian Proceeding” means that certain ancillary proceeding commenced by RL Management, in its capacity as foreign representative of the Debtors, in Canada recognizing the Chapter 11 Cases pursuant to the Companies’ Creditors Arrangement Act (Canada, R.S.C. 1985, c. C-36).

“Cash” means legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

“Cash Management Orders” means (i) that certain *Interim Order Granting Debtors’ Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Use Existing Cash Management System, (II) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, (III) Honor Certain Related Prepetition and Postpetition Obligations, and (IV) Perform Intercompany Transactions, (B) Granting A Waiver of Certain Investment and Deposit Guidelines, and (C) Granting Related Relief* [ECF No. 126], and (ii) that certain *Final Order Granting Debtors’ Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Use Existing Cash Management System, (II) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, (III) Honor Certain Related Prepetition and Postpetition Obligations, and (IV) Perform Intercompany Transactions, (B) Granting A Waiver of Certain Investment and Deposit Guidelines, and (C) Granting Related Relief* [ECF No. 394].

“Causes of Action” means, collectively, any and all Claims, interests, damages, remedies, demands, rights, actions, suits, claims, cross-claims, counterclaims, third-party claims, obligations, liabilities, defenses, offsets, powers, privileges, licenses, indemnities, guaranties, franchises, debts, liens, losses, costs (including attorneys’ fees and costs of defense and investigation), expenses, controversies, assessments, penalties, fines, charges, promises, commitments, appeals, omissions, contingencies, sums of money, judgments, executions and causes of action of any kind, nature or character whatsoever (whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly, indirectly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise). Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and Claims under contracts or for breaches of duties imposed by applicable law; (b) the right to object to or otherwise contest Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such Claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Claim under any state, federal or foreign law, including any fraudulent transfer or similar Claim or claim.

“Chapter 11 Case(s)” means, when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all of the Debtors, the jointly administered cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

“Claim” means any claim, as defined in section 101(5) of the Bankruptcy Code, to the extent not paid during the course of the Chapter 11 Cases.

“Claims, Noticing, and Solicitation Agent” means Epiq Corporate Restructuring, LLC, as the noticing, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

“Claims Register” means the official register of Claims maintained by the Claims, Noticing, and Solicitation Agent.

“Class” means a category of Claims or Interests established for the purposes of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

“Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code by the United States Trustee, as the membership of such committee is from time to time constituted and reconstituted.

“Confirmation” means entry of a Confirmation Order on the docket of the Chapter 11 Cases of the Debtors within the meaning of Bankruptcy Rules 5003 and 9021.

“Confirmation Date” means a date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases of the Debtors.

“Confirmation Hearing” means a hearing before the Bankruptcy Court at which the Debtors seek entry of the Confirmation Order and final approval of the Disclosure Statement.

“Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, including all exhibits, appendices, supplements and related documents, which shall be in form and substance reasonably acceptable to the Debtors, the Committee, and the Prepetition Term Loan Parties, and, absent repayment in full in Cash of the DIP Facility prior to the entry by of the Confirmation Order, the DIP Secured Parties.

“Consummation” means the occurrence of the Plan Effective Date.

“Control” (including, with its correlative meanings, “controlling,” “controlled by,” and “under common control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

“Cure Amount” means the amount, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties to such Executory Contract or Unexpired Lease) that is to be assumed by the Debtors (and, in the event of a 363 Asset Sale, potentially assigned to the Purchaser(s)) pursuant to sections 365 or 1123 of the Bankruptcy Code).

“Debtor” or “Debtors” has the meaning set forth in the Introduction.

“Debtor ABL Loan Parties” means RL Management, as the borrower, and the other Debtors party to that certain Prepetition ABL Credit Agreement.

“Definitive Documents” means all documents implementing the Plan and shall include, as applicable and dependent upon the Restructuring Transactions actually implemented: (a) all pleadings Filed by any Debtor in the Chapter 11 Cases (and related orders), including the First Day Pleadings and all proposed orders sought pursuant thereto; (b) the DIP Documents, the DIP Motion, and the DIP Orders; (c) the Plan; (d) the Disclosure Statement; (e) the Solicitation Materials as they relate to the Plan and any motion seeking approval thereof; (f) the memorandum of law in support of approval of the Disclosure Statement and Confirmation of the Plan; (g) the Confirmation Order; (h) each of the documents comprising the Plan Supplement; (i) the Bidding Procedures, the Bidding Procedures Motion and Bidding Procedures Order; (j) to the extent applicable, the Stalking Horse Asset Purchase Agreement and/or any other Purchase Agreement(s) and the order or orders approving the sale or sales contemplated thereby; (k) the Plan Administrator Agreement(s); (l) the New Organizational Documents; (m) the GUC Trust Agreement; (n) any and all filings with or notices to any governmental or regulatory authority, in each case, as may be required under applicable law in connection with the Chapter 11 Cases, the Restructuring Transactions, or the occurrence of the Plan Effective Date; and (o) any and all other Sale Transaction Documents, deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, or instruments or other documents relating to the Sale Transaction or other Restructuring Transactions or reasonably desirable or necessary to consummate and document the Sale Transaction or other Restructuring Transactions, including any agreements, instruments, pleadings, orders, and/or other documentation Filed in the Chapter 11 Cases (including any exhibits, annexes, schedules, amendments, modifications, or supplements made from time to time thereto in accordance with their terms).

“DIP Agent” has the meaning set forth in the Final DIP Order.

“DIP Claims” means all Claims of the DIP Lenders and the DIP Agent derived from, based upon, relating to, or arising under the DIP Facility and Final DIP Order.

“DIP Documents” has the meaning set forth in the Final DIP Order.

“DIP Facility” has the meaning set forth in the Final DIP Order.

“DIP Lenders” has the meaning set forth in the Final DIP Order.

“DIP Motion” means that certain *Emergency Motion for Interim and Final Orders (I) Approving Postpetition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [ECF No. 43].

“DIP Orders” means the Interim DIP Order and the Final DIP Order.

“DIP Secured Parties” has the meaning set forth in the Final DIP Order.

“Disallowed” means, with respect to a Claim, a Claim (or portion thereof) that has been denied, dismissed, or overruled pursuant to the Plan or a Final Order.

“Disclosure Statement” means the disclosure statement for the Plan, including all exhibits and schedules thereto.

“Disputed” means, with respect to a Claim, (a) any such Claim to the extent neither Allowed nor Disallowed under the Plan or a Final Order or deemed Allowed under sections 502, 503 or 1111 of the Bankruptcy Code, or (b) any such Claim to the extent the applicable Debtors, the Plan Administrator, the GUC Trustee, or any party in interest have interposed a timely objection to such Claim before the deadlines imposed by the Confirmation Order, which objection has not been withdrawn or determined by a Final Order. To the extent only the Allowed amount of a Claim is disputed, such Claim shall be deemed Allowed in the amount not disputed, if any, and Disputed as to the balance of such Claim.

“Distribution” means any distribution by the Debtors, the Plan Administrator or GUC Trustee to a holder of an Allowed Claim, as applicable.

“Distribution Date” means (a) for all Allowed Claims other than General Unsecured Claims, the Initial Distribution Date, and ~~(b)~~ the first Business Day after the end of the months of June and December, commencing with the first such date to occur more than ninety (90) days after the Initial Distribution Date and continuing until the Final Distribution Date and (b) for Allowed General Unsecured Claims, such date as the GUC Trustee determines in its sole discretion to effectuate a distribution; provided, however, that a Distribution Date (other than the Initial Distribution Date and the Final Distribution Date) shall not occur if the aggregate value of the consideration to be distributed on account of all Allowed Claims on such Distribution Date is less than \$50.00, in which case the amount to be distributed shall be retained and added to the amount to be distributed on the next Distribution Date.

“Distribution Record Date” means (i) seven (7) days prior to the Plan Effective Date; or (ii) such other date as agreed upon among the Debtors and the Prepetition Term Loan Agent.

“Equityholder Litigation Claims” means claims or causes of action, if any, against (i) direct and indirect equityholders of the Debtors and (ii) former officers and directors of the Debtors (other than the officers and directors of the Debtors as of the Petition Date), which shall in each case be vested in the GUC Trust on the Plan Effective Date.

“Estate” or “Estates” means the estate(s) of a Debtor(s) created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Chapter 11 Case.

“Exculpated Parties” means (a) the directors and officers of each of the Debtors and the members of any board of managers or directors of each Debtor, and in each case, who served the Debtors in such capacities at any time between the Petition Date and the Plan Effective Date; (b) all Professionals and agents retained by the Debtors in the Debtors’ Chapter 11 Cases; (c) the Committee and those individual members of the Committee who vote to accept the Plan; (d) all Professionals and agents retained by the Committee in the Debtors’ Chapter 11 Cases; (e) the Plan Administrator and GUC Trustee; and (f) with respect to each Person described in clauses (a) through (e) of this definition, each of such Person’s employees, directors, managers, partners, committee members, attorneys, representatives, successors, assigns, heirs, executors, estates, and nominees, solely in their capacity as such.

“Executory Contract” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

“File,” “Filed,” or “Filing” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court (including requests for allowance of an Administrative Expense Claim) or, with respect to the filing of a Proof of Claim, the Claims, Noticing, and Solicitation Agent.

“Final DIP Order” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [ECF No. 393].

“Final Distribution Date” means the Distribution by the Plan Administrator and GUC Trustee, as applicable, that satisfies all Claims to the extent provided in accordance with this Plan.

“Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, or seek certiorari has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari or leave to appeal could be sought or the new trial, reargument, leave to appeal, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise

been dismissed with prejudice, provided, however, that no order or judgment shall fail to be a “Final Order” solely

because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“First Day Pleadings” means those certain motions, applications, and related pleadings Filed by the Debtors on or about the Petition Date.

“General Unsecured Claim” means, collectively, any Claim against one or more of the Debtors that is not a/an Assumed Liability, Administrative Expense Claim, Priority Tax Claim or Other Priority Claim, Professional Fee Claim, Intercompany Claim, Prepetition Term Loan Claim, or Miscellaneous Secured Claim. For the avoidance of doubt, Rejection Claims are General Unsecured Claims and any deficiency Claim of a holder of Prepetition Term Loan Claims are General Unsecured Claims. To the extent applicable, the limitations imposed by section 502 of the Bankruptcy Code shall apply to the relevant General Unsecured Claim, including subsection 502(b)(6) and subsection 502(b)(7) thereof.

“Governance Documents” means, with respect to any Person that is an entity, such entity’s organizational and governance documents, including its certificate or articles of incorporation, certificate of formation or certificate of limited partnership, its bylaws, limited liability company agreement, operating agreement, or limited partnership agreement, and any indemnification agreements, stockholders agreements, or registration rights agreements (or equivalent governing documents of any of the foregoing).

“Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code. “GUC Fund” means an amount equal to the Plan Funding Amount *less* the amounts

needed

to satisfy all Allowed Priority Tax Claims and Allowed Other Priority Claims *less* the amount of Allowed Administrative Expense Claims to the extent they are not Assumed Liabilities (except for DIP Claims and Allowed Professional Fee Claims). The GUC Fund will be funded through either Excluded Cash (as defined in the Stalking Horse Asset Purchase Agreement), DIP Loans (as defined in the DIP Motion), or, in the event a party other than the Stalking Horse Purchaser is the Purchaser, Cash proceeds from the Sale Transaction.

“GUC Litigation Proceeds” means forty percent (40%) of the net proceeds recovered by the GUC Trust from the Equityholder Litigation Claims.

“GUC Trust” the trust established in accordance with Article IV.BC.711 of the Plan.

“GUC Trust Agreement” means the agreement to be executed between the GUC Trustee and the Debtors establishing the GUC Trust, which will be prepared by the Committee, filed with the Plan Supplement, and reasonably acceptable to the Committee, the Debtors and the Prepetition Term Loan Agent.

“GUC Trust Assets” means the GUC Fund, the Equityholder Litigation Claims, and the resulting GUC Litigation Proceeds, if any.

“GUC Trust Documents” means the GUC Trust Agreement and any ancillary documents relating thereto.

“GUC Trustee” means the Person to be chosen by the Committee to serve as trustee of the GUC Trust, which Person shall be identified in the Plan Supplement and be reasonably acceptable to the Prepetition Term Loan Agent and the Debtors, or any successor trustee of the GUC Trust.

“Impaired” means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Initial Distribution Date” means, except with respect to the GUC Trust, the Plan Effective Date or as soon as reasonably practical thereafter; provided, however, that in no event shall the Initial Distribution Date be more than thirty (30) days after the Plan Effective Date unless otherwise ordered by the Bankruptcy Court; provided, further, that, for the avoidance of doubt, the Initial Distribution Date for Distributions made by the GUC Trust shall not occur until the GUC Trustee, in its discretion, determines that it is cost-effective to make such Distribution.

“Intercompany Claim” means any Claim against a Debtor held by another Debtor.

“Interest” means the rights of the holders of the common stock, membership interests or other equity interests issued by a Debtor and outstanding immediately prior to the Petition Date, including any options, warrants or other rights with respect thereto, or any other instruments evidencing an ownership interest in the applicable Debtor and the rights of any Person to purchase or demand the issuance of any of the foregoing.

“Interim DIP Order” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral on a Limited Basis, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [ECF No. 127].

“Lien” has the meaning set forth in section 101(37) of the Bankruptcy Code.

“Miscellaneous Secured Claim” means any Secured Claim against any applicable Debtor, other than the DIP Claims and the Prepetition Term Loan Lender Claims.

“Miscellaneous Secured Claims Collateral” means any property subject to a Lien securing a Miscellaneous Secured Claim, which Lien is senior in priority to the Liens of the Prepetition Term Loan Parties under applicable law and the DIP Orders.

“Miscellaneous Secured Claim Sale Proceeds” means the net proceeds, if any, attributable to a sale of any Miscellaneous Secured Claims Collateral.

“New Board” means, in the event of a Reorganized Equity Sale, the respective board of managers or member managers (or other applicable governing body), as applicable, of the Reorganized Debtors immediately following the occurrence of the Plan Effective Date, to be appointed in accordance with the Plan and the New Organizational Documents.

“New Organizational Documents” means, collectively, the Governance Documents of the

Reorganized Debtors, which shall be determined by and be acceptable in form and substance solely to the Purchaser.

“New Reorganized Debtor Equity” means the equity interests in the Reorganized Debtors; to be issued on the Plan Effective Date.

“Other Priority Claim” means any unsecured Claim other than an Administrative Expense Claim, Intercompany Claim or Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

“Person” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

“Petition Date” means May 19, 2024.

“Plan” means this joint plan of reorganization or liquidation, as applicable, as it pertains to the Debtors, including any supplements and exhibits hereto, as it and they may be altered, amended, modified, or supplemented from time to time in accordance with their terms.

“Plan Administrator” means the Person, or any successor thereto, selected by the Debtors, with the consent of the Purchaser and the Prepetition Term Loan Agent and in consultation with the Committee, to administer RL Management and the Wind-Down Debtor(s), which will have all powers and authority set forth in Article IV.BC.48 of the Plan. Subject to the approval of the Debtors, the Purchaser, and the Prepetition Term Loan Agent, the GUC Trustee may also be the Plan Administrator.

“Plan Administrator Agreement” means the agreement between the Plan Administrator and the Debtors, in form and substance reasonably acceptable to the Plan Administrator, the Debtors, the Committee, the Purchaser, and the Prepetition Term Loan Agent regarding the administration of RL Management and such Wind-Down Debtor(s)’ assets and other matters related to their applicable Estate(s), which shall be Filed as part of the Plan Supplement.

“Plan Administrator Documents” means the Plan Administrator Agreement and related ancillary documents.

“Plan Effective Date” means the date that is the first Business Day after the Confirmation Date on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent to the occurrence of the Plan Effective Date set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan. The Debtors shall File a notice of the occurrence of the Plan Effective Date on the docket of these Chapter 11 Cases.

“Plan Funding Amount” means an amount equal to (i) the sum of (a) ~~\$2,500,000~~2,600,000, (b) any unused amounts in the Professional Fee Reserve (as defined in the Final DIP Order) allocated to payment of the fees and expenses of the Committee’s professionals, and (c) any unused amounts in the Professional Fee Reserve allocated to payment of the fees and expenses of the Debtors’ Professionals, provided that such amount shall not exceed \$250,000, *less* (ii) the Wind-Down Amount. The “Plan Funding Amount” shall be funded through Excluded Cash (as defined in the Stalking Horse Asset Purchase Agreement), DIP Loans (as defined in the DIP Motion) or, in the event a party other than the Stalking Horse Bidder is named as Purchaser, the Cash proceeds from the Sale Transaction.

“Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case as applicable and

dependent upon the Restructuring Transactions actually implemented, including the following documents: (a) the Purchase Agreement; (b) the New Organizational Documents; (c) to the extent known, the identities of the members (as applicable) of the New Board; (d) the Schedule of Retained Causes of Action; (e) the Assumed Executory Contracts and Unexpired Leases List; (f) the form of the Plan Administrator Agreement; (g) the form of the GUC Trust Agreement; and (h) any and all other documentation that is contemplated by this Plan.

“Prepetition ABL Agent” shall have the meaning set forth in the Final DIP Order.

“Prepetition ABL Credit Agreement” shall have the meaning set forth in the Final DIP Order.

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Prepetition Term Loan Facility (as defined in DIP Motion) which shall be Allowed in the principal amount of \$264,720,000 *less* the Roll-Up Amount (as defined in the Final DIP Order) *plus* accrued interest, costs and expenses (including professional fees), that are payable in accordance with the Final DIP Order.

“Prepetition Term Loan Parties” shall have the meaning set forth in the Final DIP Order.

“Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

“Professional” means any Person: (a) retained pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code. For the avoidance of doubt, the “Professionals” shall include (i) King & Spalding LLP, co-counsel to the Debtors, (ii) Berger Singerman LLP, co-counsel to the Debtors, (iii) Blake, Cassels & Graydon LLP, special Canadian counsel to the Debtors, (iv) Keen-Summit Capital Partners LLC, the Debtors’ real estate advisor, (v) Epiq Corporate Restructuring, LLC, the Debtors’ claims agent, and (vi) Hilco Corporate Finance, LLC, the Debtors’ investment banker.

“Professional Fee Claims” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

“Professional Fee Escrow Account” means the Professional Fee Reserve funded by the Debtors in accordance with the Final DIP Order as well as any portion of the Cash proceeds of the Sale Transaction remitted to the Professional Fee Escrow Account on or prior to the Plan Effective

Date in accordance with Article II.B of the Plan and the DIP Orders, which shall be allocated to the Debtors' Estates.

"Professional Fee Escrow Amount" means the aggregate amount of Professional Fee Claims and other fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Plan Effective Date and in accordance with the Final DIP Order, which estimates shall be delivered by the Professionals to the Debtors, the Committee, and the Prepetition Term Loan Parties as set forth in Article II.B.1 of the Plan, and which shall be allocated to the Debtors' Estates for the exclusive benefit of the Professionals (subject to the terms of the Final DIP Order).

"Proof of Claim" means a written proof of Claim Filed against a Debtor in the Chapter 11 Cases.

"Purchase Agreement" means: (a) the asset purchase agreement or equity purchase agreement executed by the Successful Bidder as approved by the Bankruptcy Court (including the Stalking Horse Purchase Agreement), or (b) any agreements, contracts, certificates or other documents executed in furtherance of the Restructuring Transactions, including a Reorganized Equity Sale. Any Purchase Agreement shall include language that any Avoidance Actions against non-insiders of the Debtors purchased thereunder (other than the Equityholder Litigation Claims) shall be waived and extinguished. For the avoidance of doubt, such waived Avoidance Claims shall not include any claims or causes of action against current or former equityholders of the Debtors or their Affiliates or any other Person that is the subject of the Equityholder Litigation Claims.

"Purchaser(s)" means, one or more Persons that, pursuant to the Bidding Procedures Order, either (i) purchases all or substantially all of the Debtors' assets pursuant to section 363 of the Bankruptcy Code (including, to the extent applicable, pursuant to the Purchase Agreement) or (ii) pursuant to this Plan, purchases (a) all or substantially all of the assets of RL Management, RLSV, and RL International and (b) except with respect to RL Management, the New Reorganized Debtor Equity.

"Qualified Bid" has the meaning set forth in the Bidding Procedures Order.

"Qualified Bidder" has the meaning set forth in the Bidding Procedures Order.

"Quarterly Fees" has the meaning set forth in Article XII.C.

"Reinstated" means, with respect to a Claim or an Interest, that such Claim or Interest shall be rendered Unimpaired under the Plan in accordance with section 1124(2) of the Bankruptcy Code.

"Rejection Claim" means claims of any non-Debtor counterparty to any unexpired lease or any executory contract arising on account of the rejection of such lease or contract during the administration of these Chapter 11 Cases under section 365 of the Bankruptcy Code or pursuant to the Plan.

"Related Party" means, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity

holders (regardless of whether such equity interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of any Person), accountants, investment bankers, representatives, and other professionals and advisors, and any such Person's respective successors, assigns, heirs, executors, estates, and nominees.

“Released Party” means, in its capacity as such, each of: (a) the Debtors’ Professionals; (b) the current officers of each of the Debtors and the Debtors’ current manager and/or director, Mr. Lawrence Hirsch; (c) the DIP Lenders and the DIP Agent and their respective Related Parties; (d) the Prepetition Term Loan Parties and their respective Related Parties; (e) the Purchaser; (f) the Committee and those individual members of the Committee, solely in their capacities as such, who vote to accept the Plan; (g) the Committee’s Professionals; (h) the Plan Administrator and GUC Trustee; and (i) in each case, the respective Related Party of each of the foregoing Persons.

“Releasing Party” means, in its capacity as such, each of: (a) the DIP Lenders and the DIP Agent; (b) the Prepetition Term Loan Parties; (c) all holders of Claims eligible to vote on the Plan that vote to accept the Plan; (d) the Purchaser; (e) the Committee and those individual members of the Committee, solely in their capacities as such, who vote to accept the Plan; and (f) the Plan Administrator and GUC Trustee.

“Reorganized Debtors” means except for any Wind-Down Debtors, the Debtors on and after the Plan Effective Date, together with any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, whether in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Plan Effective Date. For the avoidance of doubt, Reorganized Debtors shall include RL Management, but shall not include RL ~~Management, RL~~ International or RLSV, ~~Inc.~~

“Reorganized Equity Sale” means the sale to Purchaser of (i) all or substantially all of the assets of Debtor RL Management, RLSV, and RL International and (ii) all or substantially all of the equity interests in the Reorganized Debtors (excluding RL Management), pursuant to section 1129 of the Bankruptcy Code and the Purchase Agreement.

“Restructuring Transactions” means any transactions described in, approved by, contemplated by, or necessary to effectuate the Plan.

“RL International” means Red Lobster International Holdings LLC, a Delaware limited liability company.

“RL Management” means Red Lobster Management LLC, a Delaware limited liability company.

“RLSV” means RLSV, Inc., a Florida corporation.

“Sale Proceeds” means, with respect to any Sale Transaction, the net Cash proceeds and/or other proceeds or consideration received by the Debtors or the Reorganized Debtors (whether directly or on account of the purchase of their interests in the Debtors) in connection with such Sale Transaction(s).

“Sale Transaction” means either the 363 Asset Sale or Reorganized Equity Sale.

“Sale Transaction Documents” means all documents executed and delivered by the Debtors and, as applicable, the Purchaser, in connection with the Sale Transaction or other Restructuring Transaction, which shall be reasonably acceptable to the Debtors.

“Schedule of Retained Causes of Action” means the schedule of the Causes of Action of the Debtors or the Debtors’ Estates that are not released, waived, or transferred pursuant to the Plan, to be Filed as part of the Plan Supplement, as the same may be amended, modified, or supplemented from time to time by the Debtors, with the consent of the Prepetition Term Loan Parties.

“Schedules” means, the schedules of assets and liabilities and the statement of financial affairs Filed by each Debtor with the Bankruptcy Court pursuant to sections 521 and 1106(a)(2) of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statement may be amended or supplemented by such Debtor at any point prior to the Plan Effective Date.

“Secured Claim” means a Claim (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Debtor’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

“Securities Act” means the Securities Act of 1933, as amended, 15 U.S.C. §§

77a-77aa. “Security” means a security, as defined in Section 2(a)(1) of the Securities Act.

“Sold Equity Interest” shall mean any Interests purchased by the Purchaser in any 363 Asset Sale.

“Solicitation Materials” means the materials to be distributed together with the Plan and Disclosure Statement to holders of Claims entitled to vote on the Plan, which shall be in form and substance reasonably acceptable to the Debtors and the Prepetition Term Loan Parties.

“Successful Bidder” has the meaning set forth in the Bidding Procedures Order.

“Surviving DIP Provisions” means any provisions of the DIP Documents governing the DIP Facility that by their terms survive the payoff and termination of the DIP Documents.

“Stalking Horse Purchase Agreement” means that certain Asset Purchase Agreement, dated as of May 19, 2024, by and between RL Management and RL Purchaser as it may be amended or modified.

“Stalking Horse Purchaser” means RL Purchaser, and (or as applicable, together with) any Affiliate (as defined in the Stalking Horse Purchase Agreement) thereof to which RL Purchaser assigns any of its rights, interests and obligations under any Purchase Agreement (including the Stalking Horse Purchase Agreement).

“Takeback Loans” means term loans in the original principal sum of \$175,000,000 issued to or guaranteed by the Purchaser (or one or more of its Affiliates, as designated by Purchaser) and Reorganized Debtors (excluding RL Management) upon the Plan Effective Date in connection with a Reorganized Equity Sale or other Restructuring Transactions.

“U.S. Trustee” means the Office of the United States Trustee for the Middle District of Florida.

“Unexpired Lease” means a lease to which one or more Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Unimpaired” means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

“WARN Actions” means causes of actions commenced pursuant the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. or the state law equivalent, including those certain adversary proceedings styled as (i) *Kyle Zakowicz v. Red Lobster Management LLC, et al.*, No. 24-02486, Adv. Pro. No. 24-00048 (Bankr. M.D. Fla. 2024); (ii) *Donna Lowe v. Red Lobster Hospitality LLC, Red Lobster Restaurants LLC and Red Lobster Seafood Co.*, No. 24- 02486, Adv. Pro. No. 24-00049 (Bankr. M.D. Fla. 2024); and (iii) *George Parker v. Red Lobster Hospitality LLC, Red Lobster Restaurants LLC and Red Lobster Seafood Co., LLC*, No. 24-02486, Adv. Pro. No. 24-00050 (Bankr. M.D. Fla. 2024).

“WARN Action Settlement Funds” means an amount up to \$250,000 to be used by the Wind-Down Debtors or Reorganized Debtors, as applicable, to satisfy all, or a portion of, the Allowed Other Priority Claims resulting from WARN Actions commenced against the Debtors. For the avoidance of doubt, the “WARN Action Settlement Funds” shall be included in the Plan Funding Amount.

“Wind Down” means, following the closing of the Sale Transaction, the process to wind down, dissolve and liquidate the applicable Debtors’ Estates and distribute the Wind-Down Assets in accordance with Article IV.BC of the Plan. With respect to Wind-Down Debtors only, a Wind Down may include conversion or dismissal of such Chapter 11 Cases.

“Wind-Down Amount” means, (i) if a 363 Asset Sale is consummated, an aggregate amount of ~~\$800,000~~900,000 and (ii) if a Reorganized Equity Sale is consummated, an aggregate amount of ~~\$500,000~~600,000, in each case for the reasonable activities and expenses necessary to effectuate the Wind Down of the Debtors’ Estates, which budget, activities, and reasonable expenses shall be subject to the consent of the Purchaser, the Committee, and, absent repayment in full in Cash of the DIP Facility prior to the Plan Effective Date, the DIP Lenders.

“Wind-Down Assets” means, the assets of the Debtors’ Estates to vest in the Wind-Down Debtors on the Plan Effective Date, which shall be administered by the Plan Administrator, including but not limited to, (i) if applicable, the Sale Proceeds to the extent not distributed on the Plan Effective Date; (ii) any Causes of Action retained by the Debtors (excluding the Equityholder Litigation Claims and the resulting GUC Litigation Proceeds, if any); and (iii) the Wind-Down Amount.

“Wind-Down Budget” means the agreed upon budget for the Wind-Down Amount, which shall be in form and substance reasonably acceptable to the Prepetition Term Loan Agent and the Committee.

“Wind-Down Debtor(s)” means, ~~any Debtor on or after the Plan Effective Date to the extent that: (a) all or substantially all of the assets of such Debtor are acquired by the Purchaser in the Sale Transaction or Restructuring Transactions, as applicable; or (b) the interests in such Debtor are not (i) cancelled on the Plan Effective Date or (ii) acquired directly or indirectly by the Purchaser(s) in connection with the Sale Transaction or Restructuring Transactions, as applicable. Unless otherwise determined by Purchaser in its sole discretion prior to the Confirmation Date, the Wind-Down Debtors will include RL Management, RL International and RLSV.~~

“Wind-Down Reversionary Assets” means, any Wind-Down Assets that remain after the Plan Administrator has implemented and completed the Wind Down, including the payment or reserving of fees incurred and unpaid in connection with the Wind Down, and subject to the Final DIP Order, any remaining funds held in the Professional Fee Escrow after all Allowed Professional Fee Claims have been irrevocably paid in full pursuant to one or more of the Final Orders (except any remaining amounts used to fund the GUC Trust Assets as set forth in this Plan).

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the Plan; (4) any reference to a Person as a holder of a Claim or Interest includes that Person’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, applicable federal

law, including the

Bankruptcy Code and the Bankruptcy Rules, or, if no rule of law or procedure is supplied by

federal law (including the Bankruptcy Code and the Bankruptcy Rules) or otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (14) references to "Proofs of Claim," "holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "holders of Interests," "Disputed Interests," and the like, as applicable; (15) any immaterial effectuating provisions may be interpreted in a manner that is consistent with the overall purpose and intent of the Plan; (16) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (17) all references herein to consent, acceptance, or approval shall be deemed to include the requirement that such consent, acceptance, or approval be evidenced by a writing, which may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; and (18) any term used in capitalized form herein that is not otherwise defined herein but that is used in the Bankruptcy Code or Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Subject to the requirements of any Definitive Document, any action to be taken on the Plan Effective Date may be taken on or as soon as reasonably practicable after the Plan Effective Date.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the applicable Debtor or the Reorganized Debtors, as applicable.

E. Reference to Monetary Figures

F.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

G. Controlling Document

In the event of an inconsistency between the Plan and the Plan Supplement with respect to the Plan, the terms of the relevant document in the Plan Supplement with respect to the Plan shall control unless otherwise specified in such Plan Supplement document with respect to the Plan. In the event of an inconsistency between the Plan and any other instrument or document created or executed pursuant to the Plan, or between the Plan and the Disclosure Statement, the Plan shall control. The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; provided, however, that if there is determined to be any inconsistency between any provision of the Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of the Plan.

H. Consent Rights of the Consenting Lenders

Notwithstanding anything in the Plan to the contrary, any and all information and consultation rights, with respect to the form and substance of the Plan, all exhibits to the Plan, and the Plan Supplement, and any other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by reference and fully enforceable as if stated in full herein. Failure to reference the rights referred to in the immediately preceding sentence in the Plan shall not impair such rights.

The signing of the applicable Definitive Documents will be subject to, among other things, the negotiation by the Debtors, the DIP Agent, Prepetition Term Loan Agent, and, to the extent applicable, the Successful Bidder and the Plan Administrator, of acceptable terms and conditions for the Definitive Documents as well as additional legal, accounting, financial, tax, business and regulatory due diligence. The Plan, the Confirmation Order, GUC Trust Agreement, GUC Trust Documents and Plan Administrator Agreement shall be in form and substance acceptable to the Committee.

II. UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, DIP Claims and Priority Tax Claims have not been classified against the Debtors.

A. Administrative Expense Claims

Requests for payment of Administrative Expense Claims (except for DIP Claims and Professional Fee Claims) must be Filed and served no later than the applicable Administrative Expense Claims Bar Date pursuant to the procedures specified in the Confirmation Order. Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such

Administrative Expense Claims against the Debtors, the Reorganized Debtors, Wind-Down Debtor(s), or the GUC Trustee, as applicable, or their respective property, and such Administrative Expense Claims shall be deemed discharged as of the Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to a less favorable treatment, to the extent an Allowed Administrative Expense Claim has not been paid in full or otherwise satisfied during the Chapter 11 Cases, each holder of an Allowed Administrative Expense Claim (other than Professional Fee Claims and DIP Claims) shall receive from the Debtors, in full and final satisfaction of its Allowed Administrative Expense Claim, payment in full in Cash in accordance with the following: (1) if such Administrative Expense Claim is Allowed on or prior to the Plan Effective Date, on the Plan Effective Date; (2) if such Administrative Expense Claim is not Allowed as of the Plan Effective Date, no later than thirty (30) days after the date on which such Administrative Expense Claim is Allowed; (3) if such Allowed Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Expense Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

B. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

In accordance with Local Rule 2016-1(c)(2)(C), all final requests for payment of Professional Fee Claims must be Filed no later than fourteen (14) days prior to the Confirmation Hearing unless ordered otherwise. The final request for payment may include an estimate of the amount of additional fees and costs to be incurred by each Professional through the Confirmation Hearing. If the actual fees for services rendered and costs incurred during the estimated period for each Professional exceed the estimate, the final application may be supplemented up to fourteen

(14) days after entry of the Confirmation Order. If the actual fees for services rendered and costs incurred during the estimated period are less than the estimated amount, approval of such application authorizes payment of the actual fees and costs not to exceed the estimated amounts. The Bankruptcy Court shall determine the Allowed amounts of all Professional Fee Claims in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, Local Rules and prior Bankruptcy Court orders.

2. Professional Fee Escrow Accounts

The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals in respect of Allowed Professional Fee Claims until all Allowed Professional Fee Claims have been paid in full, and the funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors' Estates; provided, that when all Allowed Professional Fee Claims have been paid in full any funds remaining in the Professional Fee Reserve shall (i) in the event the Stalking Horse Bidder is the Purchaser, be disbursed to the Purchaser and (ii) in the event a party other than the Stalking Horse bidder is Purchaser, shall be returned to the DIP Agent (excluding the Plan Funding Amount and any remaining amounts used to fund the GUC

Trust

Assets as set forth in this Plan). No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held therein.

3. Post-Confirmation/Pre-Effective Date

From and after the Confirmation Date until the Effective Date, the Debtors, without the necessity for any approval by the Bankruptcy Court, shall pay the reasonable fees and necessary and documented expenses of the Professionals during such period, up to the amount in the Professional Fee Escrow Amount.

4. Post-Effective Date Fees and Expenses

Upon the Plan Effective Date, any requirement that the Reorganized Debtors', Wind-Down Debtors', or GUC Trust's Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, and the Reorganized Debtors, the Plan Administrator, and the GUC Trustee, as applicable, may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. DIP Claims

The DIP Claims shall be Allowed in the amount outstanding under the DIP Facility (determined as of consummation of the Sale Transaction or other Restructuring Transaction). If a Sale Transaction is consummated pursuant to the Stalking Horse Asset Purchase Agreement, on the Closing Date (as defined in the Stalking Horse Asset Purchase Agreement), in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim shall be satisfied in full through a credit bid by the Stalking Horse Bidder of all its claim for the Purchased Assets (as defined in the Stalking Horse Asset Purchase Agreement) pursuant to the Stalking Horse Asset Purchase Agreement and in accordance with section 363(k) of the Bankruptcy Code.

If the Sale Transaction is consummated pursuant to a Purchase Agreement executed by a Bidder other than the Stalking Horse Bidder, upon closing of such Sale Transaction, except to the extent that a holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each Allowed DIP Claim shall be indefeasibly paid in full, in Cash.

If the Sale Transaction is a Reorganized Equity Sale conducted hereunder, then on the Plan Effective Date, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed DIP Claim shall be satisfied through the transfer of specified assets, assumption and assignment of specified contracts and leases, assumption of specified liabilities, issuance of equity in the Reorganized Debtors and issuance of Takeback Loans (\$175 million), all in accordance with the Purchase Agreement.

Contemporaneously with the foregoing treatment, the DIP Facility and the DIP Documents shall be deemed cancelled, all commitments under the DIP Documents shall be deemed terminated, all DIP Liens shall automatically terminate, and all collateral subject to such DIP Liens shall be automatically released, in each case without further action by the DIP Agent or the DIP Lenders.

The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Purchaser; provided that the Surviving DIP Provisions shall survive in accordance with the terms of such DIP Documents.

From and after the consummation of a Reorganized Equity Sale, the Reorganized Debtors shall, without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the legal, professional, and other fees and expenses of the DIP Agent and Prepetition Term Loan Agent within three (3) business days of such parties' delivery of an invoice to the Reorganized Debtors, and such parties shall not be required to comply with the procedures set forth in paragraph 41 of the Final DIP Order with respect to such fees.

D. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, the Allowed Priority Tax Claims, each holder of an Allowed Priority Tax Claim shall receive treatment consistent with section 1129(a)(9) of the Bankruptcy Code by the applicable Debtor against which such Allowed Priority Tax Claims are validly asserted.

III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Classes of Claims and Interests listed below classify Claims and Interests for all purposes, including voting on, and distributions pursuant to, the Plan in accordance with sections 1122 and 1123(a) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that (i) the Claim or Interest is an Allowed Claim or Interest and qualifies within the description of that Class and it shall be deemed classified in a different Class to the extent that it qualifies within the description of such different Class and (ii) such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Plan Effective Date. Holders of Allowed Claims against more than one Debtor shall be treated as having a single Allowed Claim solely for purposes of any Distribution.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (i) Impaired and Unimpaired under the Plan, (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, DIP Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor. Certain of the Debtors may not have Claims or Interests in a particular Class, and any such Classes shall be treated as set forth in Article III.B of the Plan.

1. Class Identification

Class	Designation	Impairment	Voting Rights
Class 1	Miscellaneous Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition Term Loan Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests

The holders of the following Claims and Interests against the Debtors shall receive the treatment described below in full and final satisfaction of such Claim or Interest.

1. Class 1 – Miscellaneous Secured Claims

- (a) *Classification:* Class 1 consists of all Miscellaneous Secured Claims against the Debtors.

Treatment: The Plan will not alter any of the legal, equitable and contractual rights of the holders of Allowed Miscellaneous Secured Claims. Each holder of an Allowed Class 1 Claim shall receive from the Debtors, subject to DIP Agent consent but otherwise in the sole discretion of the Debtors in full satisfaction, settlement, release, and extinguishment of such Claim: (a) Cash equal to the amount of such Allowed Miscellaneous Secured Claim solely from the Miscellaneous Secured Claim Sale Proceeds on or as soon as practicable after the latest of (i) the Effective Date, (ii) the date that such Miscellaneous Secured Claim becomes Allowed, and (iii) a date agreed to by the Debtors and the holder of such Class 1 Claim;

- (b) the property securing such Miscellaneous Secured Claim without representation or warranty by or recourse against the Debtors; (c) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; or (d) such other less favorable treatment on such other terms and conditions as may be agreed upon in writing by the holder of such Claim and the Debtors; provided, however, that any Allowed Class 1 Claim that

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an Assumed Liability under the Purchase Agreement that remains unpaid as of the Closing Date shall be paid in full in Cash by the Purchaser in accordance with the terms of the documents or agreements memorializing the Allowed Class 1 Claim.

- (b) *Voting:* Class 1 is Unimpaired under the Plan, and the holders of Allowed Class 1 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Allowed Claims in Class 1 are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification:* Class 2 consists of all Other Priority Claims.
- (b) *Treatment:* On the Plan Effective Date, except to the extent that a holder of an Allowed Other Priority Claim has agreed to a less favorable treatment, each holder of an Allowed Other Priority Claim shall receive from the Debtors, at the option of the Debtors with the consent of the Prepetition Term Loan Agent, (a) payment in full in Cash or such other treatment that would render its Allowed Other Priority Claim Unimpaired or (b) such other less favorable treatment on such other terms and conditions as may be agreed upon in writing by the holder of such Claim and the Debtors. The WARN Action Settlement Funds shall be used by the Debtors to satisfy all, or a portion of, Allowed Other Priority Claims resulting from WARN Actions commenced against the Debtors. Allowed Other Priority Claims shall be satisfied exclusively from the Plan Funding Amount. The treatment set forth herein with respect to the holders of Allowed Class 2 Claims shall be in full and final satisfaction of the Allowed Class 2 Claims.
- (c) *Voting:* Class 2 is Unimpaired under the Plan and the holders of Allowed Class 2 Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Allowed Claims in Class 2 are not entitled to vote to accept or reject the Plan.

3. Class 3 – Prepetition Term Loan Claims

- (a) *Classification:* Class 3 consists of all Prepetition Term Loan Claims against the Debtors.
- (b) *Treatment:* On the Plan Effective Date and each Distribution Date thereafter, as applicable, except to the extent that a holder of any Prepetition Term Loan Claims has agreed to a less favorable treatment, each holder of a Prepetition Term Loan Claim shall (i) in the event of a Reorganized Equity Sale, receive its Pro Rata share of

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(a) sixty percent (60%) of all net proceeds of the Equityholder Litigation Claims from the GUC Trust and (b) the net Cash proceeds of the Sale Transaction from the Debtors (except for the Professional Fee Escrow Amount, Wind-Down Amount, and the Plan Funding Amount), and (ii) in the event of a 363 Asset Sale, receive its Pro Rata share of (y) the net Cash proceeds of the Sale Transaction from the Debtors (except for the Professional Fee Escrow Amount, Wind- Down Amount and the Plan Funding Amount) and the sale of any Wind-Down Reversionary Assets and (z) sixty percent (60%) of all net proceeds of the Equityholder Litigation Claims from the GUC Trust.

(c) *Voting:* Class 3 is Impaired under the Plan. Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – General Unsecured Claims

(a) *Classification:* Class 4 consists of all General Unsecured Claims.

(b) *Treatment:* On the Plan Effective Date, each holder of an Allowed Class 4 General Unsecured Claim (except for deficiency Claims held by a holder of a Prepetition Term Loan Claim) shall receive, in accordance with the GUC Trust Documents, its Pro Rata Share of the beneficial interests in the GUC Trust and the right to receive its respective Pro Rata Share of any available GUC Litigation Proceeds or other GUC Trust Assets, if any. Holders of Allowed General Unsecured Claims against more than one Debtor shall be treated as having a single Allowed General Unsecured Claim solely for purposes of any Distribution. The treatment set forth herein with respect to the holders of Allowed Class 4 Claims (except for deficiency Claims held by a holder of a Prepetition Term Loan Claim) shall be in full and final satisfaction of the Allowed Class 4 Claims. Notwithstanding anything to the contrary contained in this Plan, no Distribution shall be made to Prepetition Term Loan Lenders on account of Allowed Class 4 Claims and the Prepetition Term Loan Lenders shall not be beneficiaries of the GUC Trust.

(c) *Voting:* Class 4 is Impaired under the Plan. Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 – Intercompany Claims

(a) *Classification:* Class 5 consists of all Intercompany Claims.

(b) *Treatment:* On the Plan Effective Date, all Intercompany Claims shall be cancelled, released, and extinguished without distribution, and will be of no further force or effect.

(c)

- (d) *Voting*: Class 5 is Impaired under the Plan. Holders of Claims in Class 5 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

6. Class 6 – Interests in Debtors

- (a) *Classification*: Class 6 consists of all Interests in the Debtors.
- (b) *Treatment*: On the Plan Effective Date, all Interests (excluding any Sold Equity Interests) in the Debtors shall be cancelled, released and extinguished without distribution, and will be of no further force or effect.
- (c) *Voting*: Class 6 is Impaired under the Plan. Holders of Interests in Class 46 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

Except as set forth in Article VIII of this Plan, nothing contained in this Plan, the Confirmation Order or Definitive Documents shall compromise, modify or affect the rights of the Prepetition Term Loan Agent and Prepetition Term Loan Lenders to pursue additional recoveries from any Person or entity that is not a Debtor in these Chapter 11 Cases.

C. Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims entitled to vote against the Debtors. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

D. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective treatment thereof under the Plan take into account the relative priority of the Claims in each Class, whether arising under a contract, principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

E. Elimination of Vacant Classes

Any Class that does not have a Claim or Interest in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the Plan for all purposes.

IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. General

1. General Settlement of Claims and Interests

After the Plan Effective Date, the Plan Administrator, Reorganized Debtors, the Wind-Down Debtor(s), and/or the GUC Trustee, as applicable, may compromise and settle any Claim and/or Cause of Action against the Debtors' Estate(s) without any further notice to or action, order, or approval of the Bankruptcy Court.

2. Restructuring Transactions

On or about the Plan Effective Date, the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), the Plan Administrator, and the GUC Trustee, as applicable, may take all actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of Definitive Documents, including appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Persons agree; (c) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, amalgamation, consolidation, conversion, arrangement, continuance, or dissolution pursuant to applicable law; (d) the Sale Transaction; (e) such other transactions that are required to effectuate the Restructuring Transactions in the most efficient manner for the Debtors and the Prepetition Term Loan Agent, including in regard to tax matters and any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (f) the selection of the New Board (if applicable); (g) the authorization, issuance, and distribution of the New Reorganized Debtor Equity and Takeback Loans; (h) the appointment of the Plan Administrator; (i) the creation of the GUC Trust and appointment of the GUC Trustee, (j) the execution, delivery, and adoption of the New Organizational Documents; and (k) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions, including making filings or recordings that may be required by applicable law.

3. Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. On the Plan Effective Date, unless an insurance policy (i) was specifically designated for assignment by the Purchaser, (ii) was rejected by the Debtors pursuant to a Bankruptcy Court order, or (iii) is the subject of a motion to reject Filed by the Debtors that remains pending on the date of the Confirmation Hearing with respect to the Plan, (a) in the event of a Reorganized Equity Sale, the Reorganized Debtors (excluding RL Management) shall be deemed to have assumed each such insurance policy and any agreements, documents, and

instruments relating to coverage of all insured Claims and such insurance policy and any agreements, documents, or instruments relating thereto shall vest in the Reorganized Debtors (excluding RL Management) and ~~(b)~~ (b) in the event of a 363 Asset Sale, each such insurance policy and any agreements, documents, and instruments related to coverage of all insured Claims shall be either (A) rejected or (B) assumed and assigned by the Debtors to the Purchaser at the Purchaser's election.

Notwithstanding anything to the contrary in the Disclosure Statement, this Plan, Plan Supplement, the Confirmation Order, any other Definitive Document, any agreement or order related to post-petition or exit financing, any bar date notice or claim objection, any notice of any cure amount or claim, any document related to any of the foregoing, or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, confers Bankruptcy Court jurisdiction, grants an injunction, ~~or~~ discharge or release), and without altering or modifying the terms of paragraph 47 of the Confirmation Order and/or the Zurich Agreement (as defined in the Confirmation Order):

- (a) nothing alters, modifies or otherwise amends the terms and conditions of the Zurich Insurance Program (including any agreement to arbitrate disputes and any provisions regarding the provision, maintenance, use, nature and priority of the Zurich Collateral), except that on ~~and after~~ the Plan Effective Date, the Reorganized Debtors shall be deemed to have jointly and severally ~~shall assume~~ assumed the Zurich Insurance Program in its entirety pursuant to sections 105 and 365 of the Bankruptcy Code;
- (b) nothing therein releases or discharges Zurich's security interests and liens on the Zurich Collateral;
- (c) nothing therein releases or discharges the Zurich Claims and further, the Zurich Claims are actual and necessary expenses of the Debtors' estates (or the Reorganized Debtors, as applicable) and shall be paid in full in the ordinary course of business, whether as an Allowed Administrative Expense Claim under section 503(b)(1)(A) of the Bankruptcy Code or otherwise, regardless of when such amounts are or shall become liquidated, due or paid, without the need or requirement for Zurich to file or serve a request, motion, or application for payment of or proof of any proof of claim, cure claim (or any objection to cure amounts/notices), or Administrative Expense Claim (and further and for the avoidance of doubt, any claim bar date shall not be applicable to Zurich);
- (d) the Debtors or the Reorganized Debtors, as applicable, shall not sell, assign, or otherwise transfer the Zurich Insurance Program and/or any of the rights, benefits, interests, and proceeds thereunder except with the express written permission of Zurich; and
- (e) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII.A of the Plan and the

corresponding provisions in the Confirmation Order, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (I) claimants with valid

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workers' compensation claims or direct action claims against Zurich under applicable non-bankruptcy law to proceed with their claims; (II) Zurich to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) all workers' compensation or direct action claims covered by the Zurich Insurance Program, (B) all claims where an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article VIII.A of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (III) Zurich to draw against any or all of the Zurich Collateral and to hold the proceeds thereof as security for the obligations of the Debtors (or the Reorganized Debtors, as applicable) to Zurich and/or apply such proceeds to the obligations of the Debtors (or the Reorganized Debtors, as applicable) under the Zurich Insurance Program, in such order as Zurich may determine; and (IV) subject to the terms of the Zurich Insurance Program and/or applicable non-bankruptcy law, Zurich to

- (i) cancel any policies under the Zurich Insurance Program, and
- (ii) take other actions relating to the Zurich Insurance Program (including setoff).

Terms used in this paragraph but not defined in the Plan shall have the meaning attributed to them in that certain *Order (I) Authorizing the Debtors to Enter into the New Insurance Program, (II) Authorizing Assumption of the Existing Insurance Program, and (III) Granting Related Relief* entered by the Bankruptcy Court on May 22, 2024 [ECF No. 154].

4. Section 1146 Exemption

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfer of property (whether from a Debtor to a Reorganized Debtor, the GUC Trust, [the Plan Administrator](#), or to any other Person [or entity](#)) under, in furtherance of, or in connection with the Plan, including pursuant to any Sale Transaction or (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the Debtors, the Reorganized Debtors, or the GUC Trust, including the New Reorganized Debtor Equity and Takeback Loans, if applicable, (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any tax or governmental assessment under any law imposing a document recording tax, stamp tax, conveyance tax, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee regulatory filing or recording fee, sales and use tax, or other similar tax or governmental assessment, and upon entry of the

Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment against the Debtors and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax, recordation fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

5. Cancellation of Securities and Agreements

On the Plan Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under any certificate, Security, share, note, bond, credit agreement, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are Reinstated pursuant to the Plan, if any) shall be cancelled solely as to the Debtors, and the Reorganized Debtors, the Wind-Down Debtors, and the GUC Trustee, as applicable, shall not have any continuing obligations thereunder or relating to the cancellation thereof; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in such Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in such Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged.

6. Effectuating Documents; Further Transactions

On and after the Plan Effective Date, the Reorganized Debtors or Wind-Down Debtors, as applicable, the officers and members of the New Board, the Plan Administrator or GUC Trustee, as applicable, are authorized to and may issue, execute, deliver, file, or record Definitive Documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the New Organizational Documents, the GUC Trust Documents, and the Securities issued pursuant to the Plan in the name of and on behalf of the applicable Reorganized Debtors, the Wind-Down Debtors, or the GUC Trustee, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

7. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or assigned to the Purchaser in the Sale Transaction, the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trust, as

applicable, shall retain and may enforce all rights to commence or pursue any and all Causes of Action of the applicable Debtors' Estates, not otherwise so waived, relinquished, exculpated, released, compromised, settled or assigned (as the case may be), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors', the Wind-Down Debtor(s)', or the GUC Trustee's rights to commence, prosecute, compromise, settle or release such Causes of Action shall be preserved notwithstanding the occurrence of the Plan Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII hereof. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, pursuant to section 1123(b) of the Bankruptcy Code, such Cause of Action is preserved for later adjudication, and no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Plan Effective Date. For the avoidance of doubt, any Equityholder Litigation Claims shall be contributed to the GUC Trust by the Debtors in accordance with the Plan.

No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, the Reorganized Debtors or the Wind-Down Debtor(s), as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the Plan, including Article VIII of the Plan.

The Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, (i) reserve and shall retain all Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan and (ii) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

B. Restructuring of the Debtors Effectuated Through a Sale Transaction

The Confirmation Order with respect to the Plan shall authorize, pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code, as applicable, all actions necessary or appropriate to effectuate the Sale Transaction, including, (i) the execution and delivery of Definitive Documents, (ii) the transfer of Purchased Assets (as defined in the Purchase Agreement) and/or New Reorganized Debtor Equity, as applicable, free and clear of all Liens, Claims, Causes of Action, charges, or other encumbrances, to the applicable Purchaser (or one or more of Purchaser's designee(s)), ~~(iii)~~ or Plan Administrator (or one or more of the Plan Administrator's designee(s)), (iii) all transactions contemplated by the Purchase Agreement, including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code, as applicable, (iv) the appointment of the Plan Administrator, (v) the execution and delivery of the Plan Administrator Agreement, and (vi) creation of the GUC Trust and appointment of the GUC Trustee.

At the Purchaser's election, the Debtors shall file an amendment to the Plan which

removes

RLSV as a Debtor under this Plan.

1. Closing of any Sale Transaction or Restructuring Transaction

At the election of the Purchaser, the Debtors shall be authorized to and shall consummate either the 363 Asset Sale, Reorganized Equity Sale or other Restructuring Transaction and in connection therewith, among other things, (a) the Purchased Assets (including any Executory Contracts and Unexpired Leases the applicable Purchaser wishes to assume) or (b) the New Reorganized Debtor Equity together with specified assets of RL Management and RL International, as applicable, shall be transferred to and vest in the Purchaser (or one or more designees of Purchaser) or the Plan Administrator (or one or more of the Plan Administrator's designee(s)), as applicable, free and clear of all Liens, Claims, Interests, Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal, pursuant to the terms of the Purchase Agreement, applicable Sale Transaction Documents and order(s) of the Bankruptcy Court approving the Sale Transaction or other Restructuring Transactions contemplated thereby, which may be the Confirmation Order. Following the Plan Effective Date, (i) the Purchaser (or one or more designees of Purchaser) will own and may operate the Purchased Assets, and (ii) the Plan Administrator will, in accordance with the Definitive Documents, control, operate, administer, dispose, liquidate, and/or wind-down, as the case may be, RL Management, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

C. ~~2~~ **Reorganized Equity Sale Provisions**

The provisions in this Article IV ~~B.2C~~ shall only apply if the Purchaser elects to consummate a Reorganized Equity Sale pursuant to the Purchase Agreement.

1. ~~(a)~~ Issuance of Reorganized Debtor Equity; Section 1145 Exemption

On the Plan Effective Date, the Reorganized Debtors (excluding RL Management) shall issue the New Reorganized Debtor Equity to the Purchaser without the need for any further corporate action or further notice to, action or order of the Bankruptcy Court. On the Plan Effective Date, RL Management shall issue its respective New Reorganized Debtor Equity to the Plan Administrator or an entity designated by the Plan Administrator without need for any further corporate action or further notice to, action or order of the Bankruptcy Court. The shares of the New Reorganized Debtor Equity issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Reorganized Debtor Equity under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person receiving such distribution or issuance. The issuance of the New Reorganized Debtor Equity by the Reorganized Debtors shall be authorized without the need for any further corporate action or without any further action by the Debtors or Reorganized Debtors or by holders of any Claims or Interests against the Debtors, as applicable. As a condition to receiving the New Reorganized Debtor Equity, each holder entitled to a distribution of New Reorganized Debtor Equity, will be required to execute and deliver the New Organizational Documents, as applicable; provided, however, that, notwithstanding any failure to execute the New Organizational Documents, as applicable, any Person that is entitled to and accepts a distribution of New Reorganized Debtor Equity under the Plan, by accepting such distribution, will be deemed to have accepted and consented to the terms of the New Organizational Documents,

without the need for execution by any party thereto. The New Reorganized Debtor Equity will not be registered under the Securities Act or listed on any exchange as of the Plan Effective Date.

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Reorganized Debtor Equity after the Petition Date shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act or any similar federal, state, or local law in reliance on section 1145 of the Bankruptcy Code or, only to the extent such exemption under section 1145 of the Bankruptcy Code is not available, any other available exemption from registration under the Securities Act. Pursuant to section 1145 of the Bankruptcy Code, such New Reorganized Debtor Equity will be freely tradable in the United States without registration under the Securities Act by the recipients thereof, subject to the provisions of (1) section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments, (2) any other applicable regulatory approvals, and (3) any restrictions in the New Organizational Documents.

Any Securities distributed pursuant to Section 4(a)(2) of the Securities Act will be considered “restricted securities” as defined by Rule 144 of the Securities Act and may not be resold under the Securities Act or applicable state securities laws absent an effective registration statement, or pursuant to an applicable exemption from registration, under the Securities Act and applicable state securities laws and subject to any restrictions in the New Organizational Documents.

Notwithstanding anything to the contrary in the Plan, no Person shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the issuance of the New Reorganized Debtor Equity is exempt from the registration requirements of Section 5 of the Securities Act.

2. ~~(b)~~ Corporate Existence

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on and after the Plan Effective Date, each Reorganized Debtor, as applicable, shall continue to exist as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which the particular Debtor is incorporated or formed and pursuant to their respective certificate of incorporation and bylaws (or other similar Governance Documents) in effect prior to the Plan Effective Date, except to the extent such certificate of incorporation and bylaws (or other similar Governance Documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

After the Plan Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified in accordance with their terms without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Plan Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any

restrictions of the Bankruptcy Code or Bankruptcy Rules. In furtherance of the foregoing, from and after the Plan Effective Date, RL Management (as reorganized) may continue to conduct business in the ordinary course, including, without limitation, facilitating the transition of applicable licenses and permits, providing transition services to the Purchaser and the Reorganized Debtors in accordance with the Definitive Documents, and maintain and perform such other operational responsibilities as deemed necessary or advisable by the Plan Administrator.

3. ~~(e)~~ New Organizational Documents

On or immediately prior to the Plan Effective Date, the New Organizational Documents shall be adopted automatically by the Reorganized Debtors. To the extent required under the Plan or applicable non-bankruptcy law, the Reorganized Debtors shall file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. The New Organizational Documents shall, among other things: (1) authorize the issuance of the New Reorganized Debtor Equity and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities of the Debtors. After the Plan Effective Date, each Reorganized Debtor may amend and restate its limited liability company agreement, certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents.

4. ~~(e)~~ Discharge

On the Plan Effective Date, except as otherwise provided for hereunder or in the Confirmation Order, each Reorganized Debtor will receive a discharge of all Claims in accordance with section 1141(d)(1) of the Bankruptcy Code.

5. ~~(e)~~ Vesting of Assets in the Reorganized Debtors and the GUC Trust

Except as otherwise provided for hereunder, under the Purchase Agreement, the Confirmation Order or in any agreement, instrument or other document incorporated in the Plan, on the Plan Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of each Debtor's Estate, including all Causes of Action of the Debtors' Estates (other than any Causes of Action that are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan) shall vest in the Purchaser, Reorganized Debtor, or the GUC Trust, ~~as applicable,~~ free and clear of all Liens, Claims, Causes of Action, charges and/or other encumbrances, purchase rights, options or rights of first refusal. On and after the Plan Effective Date, except as otherwise provided herein, each Reorganized Debtor, the Purchaser (and, to the extent applicable, Purchaser's designees), and the GUC Trustee may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action with respect to the Debtors without further notice to, action, or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. ~~(e)~~ Directors, Managers, and Officers

As of the Plan Effective Date, the term of each current officer, members of the boards of directors or managers or any managing member of each Debtor shall expire, and except for RL

Management, the New Board and the officers or managers of each of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents. With respect to RL Management, the Plan Administrator shall serve as the sole director and officer of RL Management (as reorganized).

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose, in

advance of the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the New Board or be an officer of any of the Reorganized Debtors. To the extent any such director, manager or officer is an “insider” (as defined in the Bankruptcy Code), the Debtors also shall disclose the nature of any compensation to be paid to such director, manager or officer. Each such director, manager and officer shall serve from and after the Plan Effective Date pursuant to the terms of the New Organizational Documents.

7. ~~3.~~ Wind-Down and Dissolution of the Debtors

To the extent there is at least one Wind-Down Debtor on the Plan Effective Date, then such Wind-Down Debtor(s) shall continue in existence after the Plan Effective Date for purposes of:

(a) winding down such Debtor’s businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down Debtor(s) after the Plan Effective Date; (b) performing the Debtors’ remaining obligations under any Sale Transaction Documents (except to the extent that such obligations are performed by RL Management), if any; (c) resolving any Disputed Claims (except General Unsecured Claims); (d) making distributions on account of Allowed Claims against the Debtors (except Allowed General Unsecured Claims) in accordance with the Plan to the extent not made on the Plan Effective Date; (e) filing appropriate tax returns, if any; and (f) administering the Plan in an efficient manner. The Wind-Down Debtor(s) shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters relating to the Wind-Down Assets, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

On the Plan Effective Date, any assets of the Debtors’ Estates remaining after the closing of the Sale Transaction or other Restructuring Transaction shall vest in RL Management or the Wind-Down Debtor(s), as applicable, for the purpose of liquidating the Debtors’ Estates, facilitating transition services related to the Sale Transaction, maintaining necessary operations, and Consummation of the Plan (except for the GUC Trust Assets). Such Wind-Down Assets and any assets remaining in RL Management after the Plan Effective Date shall be held free and clear of all Liens, Claims, Interests, Causes of Action, charges or other encumbrances, purchase rights, options or rights of first refusal, except as otherwise provided in the Plan. Any distributions to be made under the Plan from such assets shall be made by the Plan Administrator or its designee. The Wind-Down Debtor(s), RL Management, and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

Any contrary provision hereof notwithstanding, following the occurrence of the Plan Effective Date and the making of distributions on the Plan Effective Date pursuant hereto, (i) any of the Debtors’ Cash held by RL Management or the Wind-Down Debtor(s) in excess of the Wind-Down Amount and ~~(ii)~~ (ii) the proceeds of any non-Cash assets of the Debtors’ Estates vested in the Wind-Down Debtor(s), shall be payable in accordance with the provisions in this Plan, including Article III hereof. The Plan Administrator shall make such distributions in Cash in accordance with Article III hereof.

8. ~~4.~~ The Plan Administrator

On and after the Plan Effective Date, the Plan Administrator, shall be appointed by the Debtors with the consent of the Prepetition Term Loan Agent and Purchaser and in consultation

with the Committee.

The Plan Administrator shall not be required to post any bond or surety or other security for the performance of its duties hereunder unless otherwise ordered by the Bankruptcy Court. In the event that the Plan Administrator is so ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Assets and/or RL Management.

The Plan Administrator may resign at any time upon thirty (30) days' written notice to the Bankruptcy Court; provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator by the Court. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Plan Administrator relating to the Wind-Down Debtor(s) shall be terminated.

(a) The Plan Administrator's Rights and Powers

The powers of the Plan Administrator shall include any and all powers and authority necessary or helpful to implement and carry out the provisions of the Plan and any applicable orders of the Bankruptcy Court relating to the Wind-Down Debtors. The Plan Administrator shall be the representative of the Debtors' Estates with respect to the Wind-Down Assets appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

Without limiting the foregoing, the Plan Administrator shall (a) hold, liquidate, invest, supervise, and protect the Wind-Down Assets; (b) effectuate the distributions contemplated by the Plan Administrator under the Plan; (c) object to or settle Disputed Claims against the Debtors (except General Unsecured Claims); (d) prosecute any or all of the Causes of Action retained by the Wind-Down Debtors; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down Debtor(s); (f) file tax returns for, pay taxes of, and represent the interests of the Wind-Down Debtor(s) or the Debtors' Estates, as applicable, before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) File the operating report for the Debtors' Estates for the month in which the Plan Effective Date occurs and all subsequent quarterly reports; (h) take any action necessary to wind down the business and affairs of the Wind-Down Debtor(s); ~~and~~ (i) file appropriate certificates of dissolution of the Wind-Down Debtor(s) pursuant to applicable state or provincial law; and (j) manage the business operations and affairs of RL Management for as long as is necessary and advisable to effectuate the provisions of the Plan and the Sale Transaction.

As soon as practicable after the Plan Effective Date, the Plan Administrator shall cause the Wind-Down Debtor(s) and RL Management to comply with, and abide by, the terms of the Plan and take any actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to complete the Wind-Down of any of the Debtors' remaining assets or operations from and after the Plan Effective Date, the Debtors (1) shall be deemed to have canceled pursuant to the Plan all Interests in the Debtors (except RL Management as provided for herein) and (2) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Plan Effective Date. The Filing of the final monthly operating report for the Debtors' Estates (for the month in which the Plan Effective Date occurs) and all subsequent quarterly post- Confirmation reports shall be the responsibility of the Plan Administrator.

The Plan Administrator shall act for the Wind-Down Debtor(s) and RL Management in the same fiduciary

capacity as applicable to a board of directors, board of managers, member/manager and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Plan Effective Date, the persons acting as members, managers, officers or directors of the Debtor(s) shall be deemed to have resigned and the Plan Administrator shall be appointed as the sole manager, sole director, sole member and sole officer of RL Management and the Wind- Down Debtor(s) and shall succeed to the powers of the Debtors' directors, managers, members and officers. From and after the Plan Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Wind-Down Debtor(s) and RL Management. For the avoidance of doubt, the foregoing shall not limit the authority of RL Management, the Wind-Down Debtor(s), or the Plan Administrator, as applicable, to continue the employment of any former member, manager, director or officer, including pursuant to any transition services or other agreement, in each case, to the extent permitted by applicable law.

(b) Retention of the Plan Administrators' Professionals

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of its duties. The reasonable fees and expenses of such professionals shall be paid pursuant to any transition services agreement with RL Management or from the Wind-Down Assets, as applicable, upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business in accordance with the Wind-Down Budget and shall not be subject to the approval of the Bankruptcy Court.

(c) Compensation of the Plan Administrator

All reasonable costs, expenses, and obligations incurred by the Plan Administrator in administering the Plan, operating RL Management for the benefit of or in connection with the Sale Transaction, administering the Wind-Down Debtor(s)' Estates, or in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down Assets or pursuant to a transition services agreement with RL Management, as applicable, in accordance with the Wind-Down Budget and on the terms set forth in the Plan Administrator Agreement. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Plan Effective Date (including taxes imposed on the Wind-Down Debtors or RL Management) in connection with its duties hereunder and the Plan Administrator Agreement shall be, subject to the Wind-Down Budget, paid without any further notice to, or action, order, or approval of, the Bankruptcy Court.

(d) Indemnification, Insurance, and Liability Limitation

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be indemnified by the Wind-Down Debtor(s) and RL Management to the fullest extent permitted by applicable law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the Plan Administrator Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The Plan Administrator may obtain, at the expense of the Wind- Down Debtor(s) and RL Management and in accordance with the Plan Administrator

Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification

obligations. Any such insurance shall be paid solely from the Wind- Down Assets in accordance with the Wind-Down Budget. The Plan Administrator may rely upon all written information previously generated by the Debtors.

Notwithstanding anything to the contrary contained herein, the Plan Administrator in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Wind- Down Debtor(s) or RL Management.

(e) Tax Returns

The Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Wind-Down Debtor(s) and RL Management and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of any Wind- Down Debtor, RL Management, or the Estate of its predecessor Debtor, as determined under applicable tax laws.

9. ~~5.~~ Vesting of Wind-Down Assets in the Wind-Down Debtor(s) or Purchaser(s)

Except as otherwise provided herein, on the Plan Effective Date, all Wind-Down Assets shall vest in the Wind-Down Debtor(s), free and clear of all Liens, Claims, Interests, Causes of Action, charges, or other encumbrances, purchase rights, options or rights of first refusal, unless expressly provided otherwise by the Plan or the Confirmation Order. On and after the Plan Effective Date, the Wind- Down Debtor(s) may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action that constitute Wind-Down Assets without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

10. ~~6.~~ Cash Collateral Held by the Prepetition ABL Agent

Any contrary provision hereof notwithstanding, nothing contained herein shall affect the rights and responsibilities of the parties, including the Debtor ABL Loan Parties and Prepetition ABL Agent under that certain Payoff Letter (as defined in the DIP Orders) dated as of May 17, 2024, as approved by the Court in the DIP Orders and the Cash Management Orders. From and after the Plan Effective Date, at such time as Prepetition ABL Agent is obligated to return the cash collateral held by Prepetition ABL Agent in accordance with the Payoff Letter, the Purchaser shall be entitled to receive the return of all cash collateral held by the Prepetition ABL Agent under or in connection with the Payoff Letter. Upon payment of such cash collateral to the Purchaser, the obligations of the Prepetition ABL Agent shall be deemed satisfied.

11. ~~7.~~ GUC Trust.

(a) Establishment of GUC Trust

On the Plan Effective Date, the GUC Trust shall be established to receive (i) after adequate reserve for the payment (as reasonably determined by the Debtors in consultation with the Committee) of all Allowed Priority Tax Claims, Allowed Other Priority Claims and Allowed Administrative Expense Claims that are not Assumed Liabilities (except for DIP Claims and Allowed Professional Fee Claims), the GUC Fund and (ii) the Equityholder Litigation Claims, the proceeds of which shall be distributed in accordance with the Plan. On the Plan Effective Date, the

Debtors shall contribute the GUC Fund and Equityholder Litigation Claims to the GUC Trust. In no event shall any GUC Trust Assets of any kind be returned by, or otherwise transferred from, the GUC Trust to any Debtor.

The GUC Trust shall qualify as a liquidating trust as described in Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, and shall be treated as a grantor trust for United States federal income tax purposes. The GUC Trustee shall have the authority to manage the day-to-day operations of the GUC Trust, including, without limitation, by disposing of the assets of the GUC Trust, appearing as a party in interest, calculating distributions, paying taxes and such other matters as more particularly described in Article IV of the Plan and the GUC Trust Agreement. The reasonable expenses of the GUC Trust, including the reasonable expenses of the GUC Trustee and its representatives and professionals, will be satisfied from the GUC Fund.

On the Effective Date, the GUC Trust Assets shall vest automatically in the GUC Trust. The Plan shall be considered a motion pursuant to Sections 105, 363 and 365 of the Bankruptcy Code for such relief. The transfer of the GUC Trust Assets to the GUC Trust shall be made for the benefit and on behalf of the holders of Allowed General Unsecured Claims in Class 4. The assets comprising the GUC Trust Assets will be treated for tax purposes as being transferred by the Debtors to the holders of Class 4 Claims pursuant to the Plan in exchange for their Allowed Claims and then by such holders to the GUC Trust in exchange for the interests in the GUC Trust. The holders of Allowed General Unsecured Claims shall be treated as the grantors and owners of the GUC Trust. Upon the transfer of the GUC Trust Assets, the GUC Trust shall succeed to all of the Debtors' rights, title and interest in the GUC Trust Assets, and the Debtors will have no further interest in or with respect to the GUC Trust Assets. In pursuing the Equityholder Litigation Claims, the GUC Trustee shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the time periods in which any of the Equityholder Litigation Claims may be brought under section 546 of the Bankruptcy Code. The GUC Trust Agreement will require consistent valuation of the GUC Trust Assets by the Reorganized Debtors, the GUC Trustee, and the beneficiaries of the GUC Trust for all U.S. federal income tax and reporting purposes. The GUC Trust will not be permitted to receive or retain cash in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the GUC Trust Assets.

To effectively investigate, prosecute, compromise, and/or settle the Equityholder Litigation Claims, the GUC Trustee and its counsel and representatives must have access to all documents and information relating to the Equityholder Litigation Claims and be able to exchange such information with the Plan Administrator, Reorganized Debtors and Wind-Down Debtors on a confidential basis and in common interest without being restricted by or waiving any applicable work product, attorney-client, or other privilege. Given the GUC Trust's position as successor to the Equityholder Litigation Claims, sharing such information between the Plan Administrator, Reorganized Debtors, the Wind-Down Debtors and the GUC Trustee and their counsel shall not waive or limit any applicable privilege or exemption from disclosure or discovery related to such information. Accordingly, on the Plan Effective Date, the Plan Administrator, Reorganized Debtors, the Wind-Down Debtors and the GUC Trustee shall enter into the Confidentiality and Common Interest Agreement providing for, inter alia, the Plan Administrator, Reorganized Debtors and Wind-Down Debtors to provide reasonable access to, and the GUC Trust shall have

the right to secure, at the GUC Trust's own expense, copies of, all of the Plan Administrator's, Wind-Down Debtors' and Reorganized Debtors' records and information relating to the Equityholder Litigation Claims including, without limitation, all electronic records or documents. The GUC Trustee shall also have full and complete access to, and the right to copy at the expense of the GUC Trust, all reports, documents, memoranda and other work product of the Debtors and the Creditors' Committee and their respective professionals and advisors related to the Equityholder Litigation Claims. From and after the Plan Effective Date, the Plan Administrator, Reorganized Debtors, Wind-Down Debtors and their officers, employees, agents, and professionals shall provide reasonable cooperation during normal business hours in responding to information requests of the GUC Trustee regarding the Equityholder Litigation Claims. For a period of five years after the Plan Effective Date, the Plan Administrator, Reorganized Debtors and Wind-Down Debtors shall preserve all records and documents (including all electronic records or documents) related to the Equityholder Litigation Claims or, if any Equityholder Litigation Claims have been asserted in a pending action, then until such later time as the GUC Trustee notifies the Plan Administrator, Reorganized Debtors and Wind-Down Debtors in writing that such records are no longer required to be preserved. Notwithstanding anything in the foregoing, neither the Debtors, the Plan Administrator, the Wind-Down Debtors, nor the Reorganized Debtors shall be required to take any action under this paragraph that requires out-of-pocket expenditure by such entity of more than \$500.00, absent reimbursement by the GUC Trust.

Except as otherwise ordered by the Bankruptcy Court, the expenses of the GUC Trust on or after the Plan Effective Date shall be paid in accordance with the GUC Trust Agreement without further order of the Bankruptcy Court.

The GUC Trust shall file annual reports regarding the liquidation or other administration of property comprising the GUC Trust Assets, the distributions made by it and other matters required to be included in such report in accordance with the GUC Trust Agreement. In addition, the GUC Trust will file tax returns as a grantor trust pursuant to United States Treasury Regulation Article 1.671-4(a).

The interests in the GUC Trust are not intended to constitute "securities." To the extent such interests are deemed to be "securities," the issuance of such interests shall be exempt from registration under the Securities Act and any applicable state and local laws requiring registration of securities pursuant to section 1145 of the Bankruptcy Code or another available exemption from registration under the Securities Act. If the GUC Trustee determines, with the advice of counsel, that the GUC Trust is required to comply with registration or reporting requirements under the Securities Act, the Exchange Act or other applicable law, then the GUC Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and to file reports with the SEC to the extent required by applicable law.

The GUC Trust shall be dissolved as soon as practicable after the date that is the earlier to occur of: (a) the distribution of all proceeds from the GUC Trust Assets available for distribution pursuant to the Plan, or (b) the determination of the GUC Trustee that the continued prosecution of the Equityholder Litigation Claims is not likely to yield sufficient additional proceeds to justify further pursuit.

To the extent that the terms of the Plan with respect to the GUC Trust are inconsistent with

the terms set forth in the GUC Trust Agreement, then the terms of the GUC Trust Agreement shall govern.

(b) Powers and Duties of GUC Trustee

The GUC Trustee shall administer the GUC Trust and its assets in accordance with this Plan, the GUC Trust Agreement, and the other GUC Trust Documents and shall be responsible for, among other things, making certain Distributions required under this Plan. From and after the Plan Effective Date and continuing through the date of entry of a Final Decree, the GUC Trustee shall: (a) possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to the Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (ii) be entitled to notice and opportunity for hearing on all such issues, (iii) participate in all matters brought before the Bankruptcy Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court and (b) have the authority to retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate and compensate such personnel and professionals as it deems appropriate in accordance with the Plan, all without prior notice to or approval of the Bankruptcy Court. Professionals and personnel retained or employed by the GUC Trust or the GUC Trustee need not be disinterested as that term is defined in the Bankruptcy Code, and may include Professionals who had been employed by the Committee or the Debtors.

The powers of the GUC Trustee shall include any and all powers and authority necessary or helpful to implement and carry out the provisions of the Plan and any applicable orders of the Bankruptcy Court relating to the GUC Trust Assets. The GUC Trustee shall be the representative of the Debtors' Estates with respect to the GUC Trust Assets appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

Without limiting the foregoing, the GUC Trustee shall (a) hold, liquidate, invest, supervise, and protect the GUC Trust Assets; (b) effectuate the distributions contemplated by the GUC Trustee under the Plan; (c) object to or settle Disputed General Unsecured Claims against the Debtors; (d) investigate, prosecute, or resolve the Equityholder Litigation Claims, as appropriate; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of the GUC Trust; (f) file tax returns for, pay taxes of (if any), and represent the interests of the GUC Trust before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) take any action necessary to administer the GUC Trust; and (h) file appropriate certificates of dissolution of the GUC Trust, if any, pursuant to applicable state or provincial law.

(c) Retention of GUC Trust Professionals

The GUC Trustee shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the GUC Trustee, are necessary to assist the GUC Trustee in the performance of its duties and prosecution of the Equityholder Litigation Claims and administration of the other GUC Trust Assets; provided, however, that (i) the payment of such professionals shall be made solely using the funds in the GUC Fund and (ii) the Prepetition Term Loan Agent shall have consented to the retention of any attorney retained by the GUC Trustee to prosecute the Equityholder Litigation Claims. The reasonable fees and expenses of

such

professionals shall be paid only from the GUC Funds upon the monthly submission of statements to the GUC Trustee. The payment of the reasonable fees and expenses of the GUC Trustee's retained professionals shall not be subject to the approval of the Bankruptcy Court.

(d) Indemnification, Insurance, and Liability Limitation

The GUC Trustee and all professionals retained by the GUC Trustee, each in their capacities as such, shall be indemnified by the GUC Trust to the fullest extent permitted by applicable law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the GUC Trust Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The GUC Trustee may obtain, at the expense of the GUC Trust and in accordance with the GUC Trust Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. Any such insurance shall be paid solely from the GUC Trust Assets. The GUC Trustee may rely upon all written information previously generated by the Debtors.

Notwithstanding anything to the contrary contained herein, the GUC Trustee in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the GUC Trust.

12. ~~8.~~ Sources of Consideration for Plan Distributions.

The Plan Administrator shall fund distributions under the Plan, to the extent not made on the Plan Effective Date, with the Plan Funding Amount, Sale Proceeds (if any), and proceeds of retained Causes of Action not settled, released, assigned, discharged, enjoined, or exculpated on or prior to the Plan Effective Date. The Plan Administrator shall fund payment of all Allowed Administrative Expense Claims, Priority Tax Claims and Other Priority Claims. Professional Fee Claims shall be funded from the Professional Fee Escrow Account. The GUC Trustee shall make all distributions of proceeds of the Equityholder Litigation Claims and other GUC Trust Assets in accordance with the Plan and the GUC Trust Agreement. Except for Assumed Liabilities arising under the Purchase Agreement, neither the Purchaser nor the Reorganized Debtors shall have ~~no~~any responsibility to make or liability for Distributions required under the Plan.

V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. 363 Asset Sale

In the event a 363 Asset Sale is consummated, upon closing of the 363 Asset Sale, (i) each Executory Contract and Unexpired Lease designated for assumption and assignment to Purchaser (or one or more of the designees of Purchaser) in accordance with the Bidding Procedures Order and the Purchase Agreement shall be assumed by the applicable Debtor and assigned to the Purchaser (or one or more of the designees of Purchaser) pursuant to the terms of the applicable Purchase Agreement and applicable orders of the Bankruptcy Court, and (ii) all Executory Contracts and Unexpired Leases not designated for assumption and assignment to the Purchaser

(or one or more of the designees of Purchaser) in any Purchase Agreement, to the extent not previously rejected or terminated, shall be automatically rejected.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.1 and assigned to Purchaser (or one or more of the designees of Purchaser) shall vest in, and be fully enforceable by, the Purchaser (or one or more of the designees of Purchaser) in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

2. Reorganized Equity Sale

In the event a Reorganized Equity Sale or other Restructuring Transaction is consummated, on the Plan Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan (including, to the extent applicable, a Purchase Agreement related thereto), all Executory Contracts and Unexpired Leases, to the extent not previously rejected or terminated, shall be deemed rejected under section 365 of the Bankruptcy Code without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) was previously assumed by a Debtor; (2) expired or was terminated pursuant to its own terms or by agreement of the parties thereto; (3) is the subject of a motion to assume Filed by the Debtors on or before the date of entry of the applicable Confirmation Order; or (4) is listed on the Assumed Executory Contracts and Unexpired Leases List; provided, that that rejections of Unexpired Leases of non-residential real property pursuant to this Plan shall be effective as of the later of (a) the Plan Effective Date and (b) the date on which the leased premises are unconditionally surrendered to the landlord under such rejected Unexpired Lease.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.2 of the Plan, shall re-vest in, and be fully enforceable by, the Purchaser or Reorganized Debtor (as applicable) in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

B. Approval of Assumption, Assignment and Rejection

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Plan Effective Date, constitute the Bankruptcy Court's approval of the assumptions, assignments or rejections, as applicable, of the Executory Contracts and Unexpired Leases under the Plan. Any motion of the Debtors to assume an Executory Contract or Unexpired Lease pending on the Plan Effective Date shall be subject to approval by the Bankruptcy Court by a Final Order.

Notwithstanding anything to the contrary in the Plan, the Debtors and the Reorganized Debtors, as applicable, reserve the right to amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to such list at any time prior to the Plan Effective Date (or prior to such later date as may be designated in any Purchase Agreement, as applicable), subject to the consent of the Purchaser.

The Debtors or the Reorganized Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their counterparties affected thereby.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Unless otherwise provided by a Final Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within thirty (30) days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the Plan Effective Date. All Allowed Claims arising from the rejection of a Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against such Debtor. No non-Debtor party to a rejected Executory Contract or Unexpired Lease shall be permitted to setoff or recoup any amounts owed to the Debtors under such rejected Executory Contract or Unexpired Lease against any Allowed rejection damages.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Bankruptcy Court or any other Person, any such Claim shall be released, and discharged, notwithstanding anything in the Schedules or any Proof of Claim to the contrary, and such Claim shall not be enforceable against the Debtors, the Reorganized Debtors, the Debtors' Estates, the Wind- Down Debtor(s), or the GUC Trustee, as applicable, or their respective properties.

D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied by the applicable Debtor(s) party to such Executory Contract or Unexpired Lease or the Purchaser as required by any Purchase Agreement, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash on the earlier of (i) the Plan Effective Date or (ii) the consummation of a 363 Asset Sale, if applicable, or on such other terms as the parties to such Executory Contracts or Unexpired Leases, with the consent of the Purchaser. In the event of an unresolved dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or Purchaser(s) (as applicable) or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption, the payment of the Cure Amount required by section 365(b)(1) of the Bankruptcy Code shall be resolved by a Final Order.

The Debtors served on the applicable counterparties notices of proposed assumption and proposed Cure Amounts pursuant to the terms of the Bidding Procedures. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or Cure Amount must be Filed and served to be actually received by no later than the applicable objection deadline set forth in the Bidding Procedures Order.** Any counterparty to an Executory Contract or Unexpired Lease designated for assumption that fails to object timely to the proposed assumption, Cure Amount or adequate assurance of future performance shall be deemed to have consented to all of the foregoing.

Assumption (or assumption and assignment, as applicable) of an Executory Contract or

Unexpired Lease pursuant to the Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under such Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

E. Preexisting Obligations under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the applicable Debtor(s) thereunder. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, outstanding Cash payments, warranties or continued maintenance obligations on any goods previously purchased by the Debtors from a non-Debtor counterparty to a rejected Executory Contract or Unexpired Lease.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan or Confirmation Order, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to the Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Debtors' Chapter 11 Cases shall not be deemed to alter the prepetition nature of the applicable Executory Contracts or Unexpired Leases, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Leases List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of the Plan Effective Date

In the event that the Plan Effective Date does not occur, the Bankruptcy Court shall retain

jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases of nonresidential property pursuant to section 365(d)(4) of the Bankruptcy Code.

VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Plan Effective Date (or if a Claim is not an Allowed Claim on the Plan Effective Date, on the date that such Claim becomes an Allowed Claim), each holder of an Allowed Claim shall receive, subject to the provisions of this Article VI hereof, the full amount of the distribution that the Plan provides on account of Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as otherwise provided in the Plan, holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or after the Plan Effective Date.

B. Delivery of Distributions

1. Persons Responsible

Distributions under the Plan shall be made by (i) with respect to a Distribution of proceeds of the Equityholder Litigation Claims or other GUC Trust Assets, the GUC Trustee and (ii) with respect to all remaining Distributions, the Plan Administrator. Except for Assumed Liabilities arising under the Purchase Agreement, the Purchaser (or any Affiliates or designees thereof) shall have no responsibility to make or liability for Distributions required under the Plan.

Except as otherwise provided herein, all distributions shall be made to the holders of Allowed Claims at the address for each such holder as indicated in the applicable Debtor's recordsschedules as of the date of the relevant distribution; provided, however, that the address for each holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that holder; provided further, however, that the manner of distributions shall be determined at the discretion of the Reorganized Debtors, the Plan Administrator, or GUC Trustee, as applicable.

2. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed with respect to Claims held against the Debtors and any party responsible for making distributions under the Plan shall be authorized and entitled to recognize only those record holders of such Claims that are listed on the Claims Register as of the close of business on the Distribution Record Date.

3. Minimum Distributions

Notwithstanding any other provision of the Plan, the Reorganized Debtors, the Wind-Down Debtor(s), the Plan Administrator, or the GUC Trustee, as applicable, shall not be required to make distributions of less than \$50.00 in value (whether Cash or otherwise), and each

Claim to which

this limitation applies shall be discharged, and its holder shall be forever barred pursuant to Article VIII of the Plan from asserting such Claim against the Debtors, their applicable Estates, the Reorganized Debtors, the Wind-Down Debtors, the GUC Trustee, as applicable, or their respective property, as applicable. If any assets remain where distributions would not be feasible, the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trustee, as applicable, shall donate such sums to Red Lobster Cares.

C. Distributions and Undeliverable or Unclaimed Distributions

In the event that a distribution to any holder of an Allowed Claim is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized Debtors, the Plan Administrator, or the GUC Trustee, as applicable, has determined the then-current address of such holder, at which time the distribution shall be made to such holder without interest; provided, however, that, at the expiration of ~~six~~ninety (690) ~~months~~days from the ~~Plan Effective Date~~date a distribution is attempted, any such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code. After such date, all unclaimed property shall automatically revert to the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trust, as applicable, without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred.

D. Surrender of Cancelled Instruments or Securities

On the Plan Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.A.5 hereof shall be deemed to have surrendered such certificate or instrument. Such surrendered certificate or instrument shall be cancelled solely with respect to the applicable Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis à vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the holder of a Claim or Interest, which shall continue in effect for purposes of allowing holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Unimpaired under the Plan.

E. Compliance with Tax Requirements

The Debtors, Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, with respect to the distributions pursuant to the Plan, and all such distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors, the Plan Administrator, or the GUC Trustee shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such compliance, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized

Debtors, the Plan Administrator, and the GUC Trustee, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. Allocations

Distributions on account of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to accrued but unpaid prepetition interest.

G. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Plan, Confirmation Order or DIP Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claim, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim.

H. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency published in *The Wall Street Journal*, National Edition, on the Petition Date.

I. Setoffs and Recoupment

Except as expressly provided in the Plan, each Reorganized Debtor, Wind-Down Debtor, or the GUC Trustee, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan distributions to be made on account of an Allowed Claim any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Wind-Down Debtor, or the GUC Trustee may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by a Reorganized Debtor, a Wind-Down Debtor, the GUC Trustee, or its successor of any and all Claims, rights, and Causes of Action that such Reorganized Debtor, Wind-Down Debtor, or the GUC Trustee may have against the applicable claimholder. In no event shall any holder of a Claim, notwithstanding any indication in such holder's Proof of Claim that such holder asserts, has, or intends to preserve any right of setoff or recoupment pursuant to section 553 of the Bankruptcy Code or otherwise, be entitled to set off or recoup its Claim against any claim, right, or Cause of Action of the Debtor, Reorganized Debtor, Wind-Down Debtor(s), or the GUC Trustee, as applicable.

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

To the extent the holder of a Claim receives payment in full on account of such Claim from a third party, such Claim shall be Disallowed and expunged from the Claims Register without an

objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a holder of a Claim receives a distribution on account of such Claim and thereafter receives payment from a third party on account of such Claim, such holder shall, within two weeks of receipt of the latter, repay or return to the applicable Reorganized Debtor, Wind-Down Debtors, or the GUC Trustee, as applicable, the portion of the received Plan distribution, if any, by which its total recovery on account of the Claim exceeds the Allowed amount of such Claim.

2. Claims Payable by Third Parties

The availability, if any, of any insurance policy for the satisfaction of an Allowed Claim shall be determined by the terms of the applicable Debtor(s)'s insurance policies. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part any Allowed Claim (if and to the extent adjudicated by a court of competent jurisdiction), then, immediately upon such insurers' agreement, the applicable portion of such Claim may be Disallowed and expunged from the Claims Register without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

Nothing contained in the Plan shall constitute or be deemed a waiver of any Claim or Cause of Action that any Debtor or any Person may hold against any insurer under any insurance policies, nor shall anything contained herein constitute a waiver by any insurer of any defenses, including coverage defenses.

VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Allowance of Claims

After the Plan Effective Date, the Reorganized Debtors, Wind-Down Debtors, and the GUC Trustee, as applicable, shall have and retain any and all rights and defenses the applicable Debtor had immediately before the Plan Effective Date. No Claim shall be deemed an Allowed Claim unless and until such Claim is Allowed under the Plan or under any order entered in the Chapter 11 Cases before the Plan Effective Date (including the Confirmation Order), when such order becomes a Final Order.

B. No Distributions Pending Allowance

If an objection to a Claim or a portion thereof is Filed, no distribution shall be made on account of such Claim or the applicable portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

C. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, after the Plan Effective Date, the Reorganized Debtors, the Plan Administrator, and the GUC Trustee, as applicable, shall have the authority to: (1) File, withdraw, or litigate to judgment objections to Claims against the applicable Estate; (2) settle, compromise, or otherwise resolve Disputed Claims against the applicable Estate without any further notice to or action, order, or approval by the Bankruptcy Court; and (3)

administer and adjust the applicable Claims Register to reflect any settlements, compromises or Final Orders resolving Disputed Claims or the fact that any Claim has been paid or satisfied, or that any Proof of Claim that has been amended or superseded, cancelled or otherwise expunged (including pursuant to the Plan), in each case without any further notice to or action, order, or approval by the Bankruptcy Court. The GUC Trustee shall be primarily responsible for reconciling and objecting to General Unsecured Claims in accordance with the provisions of this Plan.

D. Estimation of Claims

Before or after the Plan Effective Date, the Debtors, Reorganized Debtors, Wind-Down Debtor(s), or the GUC Trustee, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to such Claim or during the appeal relating to such objection. Notwithstanding any provision in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or that otherwise has not yet been resolved by a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Debtor, Reorganized Debtor or Wind-Down Debtor, or the GUC Trustee, as applicable, may elect to pursue a supplemental proceeding to object to any ultimate allowance of such Claim.

E. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the later of (1) 180 days after the entry of the Confirmation Order and (2) such other period of limitation as may be fixed by the Bankruptcy Court. A motion to extend such deadline may be filed with the Bankruptcy Court by the Reorganized Debtors, the Wind-Down Debtors, or the GUC Trustee, as applicable, on an ex parte or expedited basis.

F. Disallowance of Claims

Any Claims held by Persons from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Person have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, from that Person have been turned over or paid to the Reorganized Debtors, Wind-Down Debtors, or the GUC Trustee, as applicable.

All Claims against any Debtor, whether Filed or listed in any of the Debtor's Schedules, on account of an indemnification, surety and/or contribution obligation to any of the following Persons or entities shall be deemed satisfied and expunged from the Claims Register as of the Plan

Effective Date, without any further notice to or action, order, or approval of the Bankruptcy Court:

- (i) current or former director of any Debtor, (ii) current or former officer of any Debtor; (iii) current or former employee of any Debtor; (iv) current or former insider of any Debtor; (v) holder, whether directly or indirectly, of an Interest in any Debtor; (vi) current or former operator of any Debtor;
- (vii) current or former project manager of any Debtor; and (viii) any Affiliate of the Persons or entities set forth in the foregoing clauses (i) through (vii); provided, further, that the holder of any such Claim shall not be entitled to any distributions under the Plan on account of such Claims.

G. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order allowing a Disputed Claim becomes a Final Order, the Reorganized Debtors, the Wind-Down Debtor(s), Plan Administrator, or the GUC Trustee, as applicable, shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled, without interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law.

VIII. RELEASES, INJUNCTION AND RELATED PROVISIONS

A. Plan Releases, Injunction and Related Provisions

1. Discharge of Claims and Termination of Interests in the Debtors

In the event a Reorganized Equity Sale is consummated, upon the Plan Effective Date, and except as otherwise provided in the Plan, the Debtors (excluding the Wind-Down Debtors) shall be discharged to the fullest extent permitted by section 1141(d) of the Bankruptcy Code; provided, however, that such discharge shall exclude any Assumed Liabilities. The Confirmation Order shall be a judicial determination of the discharge of all Claims (other than Assumed Liabilities) against, and Interests in, the Debtors (excluding the Wind-Down Debtors) subject to the occurrence of the Plan Effective Date.

In the event a 363 Asset Sale is consummated, pursuant to the provisions of section 1141(d)(3) of the Bankruptcy Code, the Debtors shall not be entitled to a discharge and shall be wound down as set forth in the Plan and the Plan Administrator Agreement.

2. Releases by the Debtors

Notwithstanding anything in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Plan Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released by each of the Debtors, their respective Estates, and any Person seeking to exercise the rights of any of the Debtors or their Estates (including any successors to any of the Debtors or their Estates or any Estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who

may purport to assert any Cause of Action, derivatively, by, through, for, or because of any of the

foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the Debtors, their Estates, the Reorganized Debtors or Wind-Down Debtor(s), as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or that any holder of any Claim against or any Interests in, any of the Debtors could have asserted on behalf of any of the Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operations thereof); any Security of any of the Debtors; the subject matter of, or the transactions or events giving rise to, any Claim, Cause of Action or Interest; the business or contractual arrangements between any Debtor and a Released Party; any of the Debtors' restructuring efforts; any Avoidance Actions held by any of the Debtors or their Estates; any intercompany transactions performed by any of the Debtors; the Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the Debtors therein); the formulation, preparation, dissemination, negotiation, or Filing of the Plan, the Plan Supplement, the DIP Facility, the Disclosure Statement, or the Bidding Procedures Order (and the procedures approved thereby); any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order with respect to the Plan in lieu of such legal opinion) created or entered into in connection with the Plan or the Bidding Procedures Order; the solicitation of votes on the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the implementation of the Plan, including the issuance or distribution of Securities or any other property pursuant to the Plan; or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Plan Effective Date Claims or obligations of any Person under the Plan, the Confirmation Order with respect to the Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) the Equityholder Litigation Claims.

3. Releases by Holders of Claims Against the Debtors

Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or

unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part: any of the Debtors (including the capital structure, management, ownership, or operation thereof); any security of any of the Debtors or any of the Reorganized Debtors; the subject matter of, or the transactions or events giving rise to, any Claim that is treated in the Plan; the business or contractual arrangements between any Debtor and any Released Party; the assertion or enforcement of rights and remedies against any of the Debtors; the Debtors' in- or out-of- court restructuring efforts; any Avoidance Actions held by any of the Debtor(s) or their Estates; intercompany transactions between or among a Debtor and another Debtor; the Chapter 11 Cases; the Canadian Proceeding; the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the DIP Facility, the Disclosure Statement, the Bidding Procedures Order, the Plan, or the Plan Supplement; the Filing of the Debtors' Chapter 11 Cases; the Filing of the Canadian Proceeding; the Disclosure Statement, the Plan, the solicitation of votes with respect to the Plan, the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, the distribution of property under the Plan or any other related agreement, or any cancellation of debt income realized in connection with the Plan; or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the Plan or any other financing document under and as defined therein), (ii) the Equityholder Litigation Claims, or (iii) any post-Plan Effective Date obligations of any Person under the Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the Purchase Agreement or any Claim or obligation arising under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third party release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further shall constitute the Bankruptcy Court's finding that the third party release by those creditors or interest holders who vote to accept the Plan is: (I) the good and valuable consideration and substantial contributions provided by the Released Parties; (II) a good faith settlement and compromise of the Claims released by the third party release; (III) in the best interests of the Debtors and all holders of Claims and Interests; (IV) fair, equitable and reasonable; (V) given and made after due notice and opportunity for a hearing; and (IV) a bar to any of the

Releasing Parties asserting any Claim released pursuant to the third party release.

4. Exculpation from Claims Relating to the Plan

Except as otherwise specifically provided in the Plan or the Confirmation Order with respect to the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claims and Causes of Action related to any act or omission occurring between and including the Petition Date and the Plan Effective Date in connection with, relating to, or arising out of: the Debtors' Chapter 11 Cases (including the Filing thereof); the Canadian Proceeding (including the Filing thereof); the formulation, preparation, dissemination, negotiation, Filing, or termination of the Plan, the Disclosure Statement, the Bidding Procedures Order, the DIP Facility, or any contract, instrument, release or other agreement or document created or entered into in connection with the Debtors' Chapter 11 Cases or Canadian Proceeding, whether or not included in the Plan Supplement or constituting a Definitive Document; the Restructuring Transactions contemplated by the Plan and any prepetition transactions relating to any of the foregoing; the pursuit of Confirmation of the Plan, the pursuit of Consummation of the Plan, the administration and implementation of the Plan, including the issuance and distribution of Securities pursuant to the Plan, or the distribution of property under the Plan; the Purchase Agreement; or any other related act or omission, transaction, event, or other occurrence taking place on or before or in connection with the Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan in all respects.

5. Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order with respect to the Plan, all Persons who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, any of the Debtors that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against any of the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), the GUC Trustee, as applicable, or any of the other Exculpated Parties or any of the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff or subrogation against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless, with

respect to setoff, such holder has Filed a motion requesting the right to perform such setoff on or before the Plan Effective Date or Filed a Proof of Claim that asserts or preserves any such right, and until such motion has been granted or the Filed Proof of Claim is Allowed.

Upon entry of the Confirmation Order with respect to the Plan, all holders of Claims and Causes of Action against, and Interests in, any of the Debtors and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the Plan or the Sale Transaction.

B. Protections Against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons, including all Governmental Units, shall not discriminate against the Reorganized Debtors, Wind-Down Debtor(s), GUC Trustee, as applicable, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, Wind-Down Debtor(s), or GUC Trustee, as applicable, or another Person with whom the Reorganized Debtors, Wind-Down Debtor(s), or GUC Trustee, as applicable, have been associated, solely because the relevant Debtor has been a debtor under chapter 11 of the Bankruptcy Code, was insolvent before the commencement of or during the Debtors' Chapter 11 Cases, or did not pay a debt that is discharged hereunder.

C. Document Retention

On and after the Plan Effective Date, the Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented.

D. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court in effect on the applicable Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Plan Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

E. Unknown Claims

The waivers and releases provided in this Plan are intended to include both known and unknown Claims and Causes of Action. The Debtors and the other Releasing Parties understand that they may later discover Claims, Causes of Action or facts that may be different than, or in addition to, those which the Debtors or any other Releasing Party now knows or believes to exist with respect to the Debtors, and which, if known at the Plan Effective Date may have materially affected the decision of the Debtors and any other Releasing Party to enter into it. Nevertheless, the Debtors and the Releasing Parties hereby waive any right, Causes of Action or Claim that might arise as a result of such different or additional Claims, Causes of Action or facts. The Debtors and the Releasing Parties are aware of, read, understand and have been fully advised by

their attorneys as to the contents of the provisions of California Civil Code section 1542 and any other similar state, federal or foreign law and hereby expressly waive any and all rights, benefits and protections of such section 1542 and each such other similar law, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

IX. CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date for the Plan

It shall be a condition to the occurrence of the Plan Effective Date that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have approved the Disclosure Statement, which may be approved by the Confirmation Order, with respect to the Plan;

2. The Confirmation Order approving the Plan is in form and substance reasonably acceptable to the Purchaser and Prepetition Term Loan Agent, the Debtors and the Committee and shall be a Final Order (unless otherwise waived by the Prepetition Term Loan Agent and the Committee) and shall:

- (a) Authorize the Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan;
- (b) Decree the provisions in the Confirmation Order with respect to the Plan and the Plan to be non-severable and mutually dependent;
- (c) Authorize the Reorganized Debtors, Wind-Down Debtor(s), Plan Administrator and GUC Trustee, as applicable, to: (i) implement the Sale and Restructuring Transactions; (ii) make all distributions required under the Plan, including any Cash, the New Reorganized Debtor Equity, and the GUC Trust Agreement, in each case, as applicable; and (iii) enter into any applicable agreements, transactions, and sales of property as set forth in the Plan Supplement as applicable to the Debtors and the Plan;
- (d) Provide for the Bankruptcy Court’s retention of jurisdiction over implementation of the Plan and the issues set forth in Article XI of the Plan; and
- (e) Authorize the implementation of the Plan in accordance with its terms;
- (f)

3. The final version of each Definitive Document, including each document contained in the Plan Supplement, to the extent applicable to the Plan (including any exhibits, amendments, modifications, or supplements thereto) shall have been executed or deemed executed and delivered by each party thereto and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, if applicable;

4. Any and all authorizations, certifications, consents, regulatory approvals, rulings, actions, documents and agreements necessary to implement, consummate and effectuate the applicable Restructuring Transactions shall have been obtained, effected and executed;

5. In the event of a Reorganized Equity Sale, the New Reorganized Debtor Equity shall have been issued on or immediately before the Plan Effective Date;

6. The Professional Fee Escrow Account shall have been established and funded in accordance with Article II.B hereof;

7. Any Administrative Expense Claims that are not Assumed Liabilities (except for DIP Claims and Allowed Professional Fee Claims) and are known to the Debtors immediately prior to the Effective Date are paid or otherwise satisfied;

8. The Debtors, with the consent of the Prepetition Term Loan Agent and the Committee, shall have appointed the Plan Administrator, and the Plan Administrator Agreement and other Plan Administrator Documents shall have been executed and delivered;

9. The Debtors and the GUC Trustee selected by the Committee shall have executed and delivered the GUC Trust Agreement; and

10. The Confirmation Order shall have been recognized in the Canadian Proceeding pursuant to Part IV of the *Companies' Creditors Arrangement Act* (Canada) thereby giving full force and recognition to the Confirmation Order in Canada.

B. Waiver of Conditions

The conditions to the occurrence of the Plan Effective Date set forth in this Article IX may be waived by the Debtors, with the prior written consent of the Prepetition Term Loan Agent and the Committee, without notice to, action, or approval of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

C. Substantial Consummation

Substantial Consummation of the Plan shall be deemed to occur on the Plan Effective Date.

D. Effect of Failure of Conditions

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; (2) prejudice in any manner the rights of each applicable Debtor, any holder

of Claims or Interests, or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holder of Claims or Interests, or any other Person in any respect.

X. MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Debtors reserve the right, with the prior written consent of the Prepetition Term Loan Agent and the Committee, to (1) modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and (2) subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), to alter, amend or modify the Plan with respect to any Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. In accordance with, and to the extent provided by, section 1127 of the Bankruptcy Code, a holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation of votes thereon are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation.

C. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date and to File other plan(s) of reorganization. If the Debtors revoke or withdraw the Plan or if Confirmation or Consummation of the Plan does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, the assumption or rejection of any Executory Contracts or Unexpired Leases under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any claims by the applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; (b) prejudice in any manner the rights of each applicable Debtor, any holder of Claims or Interests, or any other Person; or (c) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holder of Claims or Interests, or any other Person in any respect.

XI. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Plan Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction after the Plan Effective Date over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to

sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of, any Claim, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;
2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals;
3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease, the determination of any Claim arising therefrom, including the Cure Amounts, or any other matter related to Executory Contracts and Unexpired Leases; (b) the amending, modifying, or supplementing, after the Plan Effective Date, of the Assumed Executory Contracts and Unexpired Leases List; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
4. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or any other matters, and grant or deny any applications pending on the Plan Effective Date or filed thereafter, including any Equityholder Litigation Claims commenced in the Bankruptcy Court;
6. Adjudicate, decide, or resolve any and all matters related to sections 1141, 1145, and 1146 of the Bankruptcy Code;
7. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and of all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, including the documents comprising the Plan Supplement;
8. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation or otherwise, including interpretation or enforcement of the Plan, any Person's obligations incurred in connection with the Plan, or, as applicable, the Purchase Agreement;
9. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with Consummation or enforcement of the Plan;
10. Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan, and enter such orders as may be necessary or appropriate to enforce or implement such releases, injunctions, exculpations, and other provisions;

(IV)

11. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
12. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan;
13. Adjudicate any and all disputes arising from or relating to distributions under the Plan;
14. Consider any modifications of the Plan to cure any defect or omission or to reconcile any inconsistency in the Confirmation Order;
15. Determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;
16. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, or the Restructuring, including disputes arising under agreements, documents, or instruments executed in connection with the Plan or the Restructuring, whether they arise before, on or after the Plan Effective Date;
17. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
18. Enforce and interpret all orders entered by the Bankruptcy Court in the Chapter 11 Cases;
19. Hear any other matter not inconsistent with the Bankruptcy Code; and
20. Enter an order or final decree closing any of the Chapter 11 Cases.

XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Plan Effective Date, the terms of the Plan and the documents contained in the Plan Supplement, shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, the Wind-Down Debtor(s), and the GUC Trustee, as applicable, and any and all holders of Claims against and Interests in the Debtors (irrespective of whether their Claims or Interests are Allowed or whether they have accepted the Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Person acquiring property under the Plan and any and all non-Debtor counterparties to the Executory Contracts and Unexpired Leases.

B. Additional Documents

On or before the Plan Effective Date, the Debtors may File with the Bankruptcy Court such

agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Reorganized Debtors, the Wind- Down Debtor(s), or the GUC Trustee, as applicable, all holders of Allowed Claims receiving distributions under the Plan, and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees

All fees due and payable by the Debtors' Estates pursuant to section 1930 of Title 28 of the U.S. Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the U.S. Code to the extent applicable ("Quarterly Fees") prior to the Plan Effective Date shall be paid by the Debtors on the Plan Effective Date. After the Plan Effective Date, the Debtors and the Reorganized Debtors shall be jointly and severally liable to pay any and all Quarterly Fees when due and payable. After the Plan Effective Date, each of the Reorganized Debtors shall File with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Each and every one of the Debtors and the Reorganized Debtors shall remain obligated to pay Quarterly Fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be required to File any Administrative Expense Claim in the case, and shall not be treated as providing any release under the Plan. For the avoidance of doubt, neither the GUC Trust nor GUC Trustee is responsible for the payment of any Quarterly Fees.

D. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order confirming the Plan and the Confirmation Order shall have no force or effect if the Plan Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor or any holder of a Claim or Interest unless and until the Plan Effective Date has occurred.

E. Successors and Assigns

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiary, or guardian, if any, of any such Person.

F. Notices

To be effective, all notices, requests and demands shall be in writing (including by e-mail or facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed to the following:

1. If to the Debtors, to:
- 2.

Red Lobster Management LLC
450 S. Orange Avenue, Suite 800
Orlando, Florida 32801

with copies to: King &

Spalding LLP 1180

Peachtree Street, NE

Atlanta, Georgia 30309

Attention:

W. Austin Jowers,
Esq. Jeffrey R. Dutson,
Esq. E-mail:

ajowers@kslaw.com

jdutson@kslaw.com

- and -

King & Spalding LLP 1100 Louisiana Street, Suite 4100 Houston, Texas 77002

Attention: Michael Fishel, Esq. E-mail: mfishel@kslaw.com

- and -

Berger Singerman LLP 1450 Brickell Avenue, Suite 1900 Miami, Florida 33131

Attention: Paul Steven Singerman, Esq.

E-mail: singerman@bergersingerman.com

3. If to the DIP Secured Parties or Prepetition Term Loan Agent, to:

Proskauer Rose LLP
One International Place
Boston, Massachusetts 02110
Attention: Charles A. Dale,
Esq. Email:
cdale@proskauer.com - and -

Proskauer Rose, LLP
Eleven Times Square
New York, New York 10036
Attention:
Megan Volin, Esq.
Dylan J. Marker, Esq.

Email:
mvolin@proskauer.com
dmarker@proskauer.com

- and -

Trenam, Kemker, Scharf, Barkin, Frye, O'Neill and Mullis, P.A.
101 E Kennedy Boulevard, Suite 2700 Tampa, Florida 33602
Attention: Lara Roeske Fernandez, Esq.
Email: lfernandez@trenam.com

4. If to the Committee or the GUC Trustee:

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
Wilmington, DE 19801
Attention: Bradford J. Sandler, Esq. Email: bsandler@pszjlaw.com

If a Person wishes to continue to receive notices or documents after the Plan Effective Date, such Person must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Plan Effective Date, the Reorganized Debtors, the Wind-Down Debtor(s), or the GUC Trustee, as applicable, are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have Filed such renewed requests in the applicable Chapter 11 Cases.

G. Entire Agreement

Except as otherwise indicated, the Plan, the Plan Supplement, the Definitive Documents (in their final forms) and the Confirmation Order supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on the subjects covered thereby, all of which have become merged and integrated into the Plan and the Confirmation Order.

H. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan, as applicable, as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Debtors' notice, claims, and balloting agent at <https://dm.epiq11.com/redlobster> or the Bankruptcy Court's website at <http://www.flmb.uscourts.gov/>. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

I. Non-Severability of Plan Provisions

J.

The provisions of the Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable, other than as described below. The Confirmation Order shall constitute a judicial determination, and shall provide, that each term and provision of the applicable Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

K. Closing of Chapter 11 Cases

The Reorganized Debtors or the Plan Administrator, as applicable, shall, promptly after the full administration of the Chapter 11 Cases, and with the consent of the GUC Trustee, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

L. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

M. Rates

The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Plan Effective Date.

[Remainder of Page Left Intentionally Blank]

Dated this ~~July 29~~September 4, 2024

/s/ Nicholas Haughey
Nicholas Haughey Chief Restructuring Officer

This is **Exhibit "E"** referred to in the

Affidavit of Nancy Thompson

sworn before me by video conference
this 6th day of September, 2024



A Commissioner, etc.

Caitlin McIntyre, LSO #72306R

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov**

IN RE:	Chapter 11 Cases
RED LOBSTER MANAGEMENT LLC, ¹	Case No. 6:24-bk-02486-GER Lead Case
RED LOBSTER RESTAURANTS LLC, RLSV, INC., RED LOBSTER CANADA, INC., RED LOBSTER HOSPITALITY LLC, RL KANSAS LLC, RED LOBSTER SOURCING LLC, RED LOBSTER SUPPLY LLC, RL COLUMBIA LLC, RL OF FREDERICK, INC., RED LOBSTER OF TEXAS, INC., RL MARYLAND, INC., RED LOBSTER OF BEL AIR, INC., RL SALISBURY, LLC, RED LOBSTER INTERNATIONAL HOLDINGS LLC,	Jointly Administered with Case No. 6:24-bk-02487-GER Case No. 6:24-bk-02488-GER Case No. 6:24-bk-02489-GER Case No. 6:24-bk-02490-GER Case No. 6:24-bk-02491-GER Case No. 6:24-bk-02492-GER Case No. 6:24-bk-02493-GER Case No. 6:24-bk-02494-GER Case No. 6:24-bk-02495-GER Case No. 6:24-bk-02496-GER Case No. 6:24-bk-02497-GER Case No. 6:24-bk-02498-GER Case No. 6:24-bk-02499-GER Case No. 6:24-bk-02500-GER

Debtors.

BALLOT TABULATION

Date prepared: September 3, 2024

Prepared by: Epiq Corporate Restructuring, LLC, Claims and Noticing Agent

Paul Steven Singerman, Esq., Berger Singerman LLP, and
W. Austin Jowers, Esq., King & Spalding LLP
Co-Counsel for Debtors/Plan Proponents

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors’ principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

Filed with respect to: Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates [ECF No. 733] (the “Plan”)

SUMMARY OF VOTE BY CLASSES OF CLAIMS AND INTERESTS									
		Impaired/ Unimpaired (I/U)	Total Voting		Acceptances		Percentages		Requisite Vote Y/N
Class	Description/ Name of Creditor		No.	Amount	No.	Amount	No.	Amount	
1	Miscellaneous Secured Claims	U							
2	Other Priority Claims	U							
3	Prepetition Term Loan Claims	I	1	\$89,700,000.00	1	\$89,700,000.00	100%	100%	Y
4	General Unsecured Claims - Red Lobster Management LLC	I	206	\$20,330,404.26	183	\$8,789,663.79	88.83%	43.23%	N
4	General Unsecured Claims - Red Lobster Restaurants LLC	I	417	\$15,113,315.06	387	\$4,446,105.54	92.81%	29.42%	N
4	General Unsecured Claims - RLSV, Inc.	I	5	\$4,253,984.68	3	\$69,443.68	60.00%	1.63%	N
4	General Unsecured Claims - Red Lobster Canada, Inc.	I	33	\$8,665,920.17	31	\$4,481,379.17	93.94%	51.71%	N
4	General Unsecured Claims - Red Lobster Hospitality LLC	I	278	\$22,204,382.20	248	\$5,947,032.74	89.21%	26.78%	N

SUMMARY OF VOTE BY CLASSES OF CLAIMS AND INTERESTS									
		Impaired/ Unimpaired (I/U)	Total Voting		Acceptances		Percentages		Requisite Vote Y/N
4	General Unsecured Claims - RL Kansas LLC	I	10	\$4,285,707.67	6	\$82,204.94	60.00%	1.92%	N
4	General Unsecured Claims - Red Lobster Sourcing LLC	I	8	\$4,432,742.10	6	\$248,201.10	75.00%	5.60%	N
4	General Unsecured Claims - Red Lobster Supply LLC	I	4	\$4,253,983.68	2	\$69,442.68	50.00%	1.63%	N
4	General Unsecured Claims - RL Columbia LLC	I	7	\$4,256,897.32	5	\$72,356.32	71.43%	1.70%	N
4	General Unsecured Claims - RL of Frederick, Inc.	I	5	\$4,253,984.68	3	\$69,443.68	60.00%	1.63%	N
4	General Unsecured Claims - Red Lobster of Texas, Inc.	I	15	\$4,335,146.04	13	\$150,605.04	86.67%	3.47%	N
4	General Unsecured Claims - RL Maryland, Inc.	I	6	\$4,255,182.62	4	\$70,641.62	66.67%	1.66%	N
4	General Unsecured Claims - Red Lobster of Bel Air, Inc.	I	5	\$4,253,984.68	3	\$69,443.68	60.00%	1.63%	N
4	General Unsecured Claims - RL Salisbury, LLC	I	6	\$4,257,054.68	4	\$72,513.68	66.67%	1.70%	N

SUMMARY OF VOTE BY CLASSES OF CLAIMS AND INTERESTS									
		Impaired/ Unimpaired (I/U)	Total Voting		Acceptances		Percentages		Requisite Vote Y/N
4	General Unsecured Claims - Red Lobster International Holdings LLC	I	5	\$3,839,764.98	4	\$155,223.98	80.00%	4.04%	N
5	Intercompany Claims	I							
6	Interests in Debtors	I							

The exact vote, by creditor, for the Prepetition Term Loan Claims of Class 3 and the General Unsecured Claims of Class 4 is attached to this Ballot Tabulation as **Exhibit A1** and **Exhibit A2**.

[Balance Left Blank Intentionally]

Dated: September 3, 2024

Respectfully submitted,

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Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

Counsel for Debtors and Debtors-in-Possession

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10260	3	All Debtors	Prepetition Term Loan Claims	FORTRESS CREDIT CORP.	\$89,700,000.00	A
10309	4	Red Lobster Canada, Inc.	General Unsecured Claims	2156914 ONTARIO INC	\$888.60	A
10204	4	Red Lobster Canada, Inc.	General Unsecured Claims	580030 ALBERTA LTD	\$2,415.00	A
10140	4	Red Lobster Canada, Inc.	General Unsecured Claims	A & J POWER GROUP INC, THE ABC KITCHEN EXHAUST	\$3,649.96	A
10297	4	Red Lobster Canada, Inc.	General Unsecured Claims	CLEANING INC	\$3,785.17	A
10175	4	Red Lobster Canada, Inc.	General Unsecured Claims	ACCOMPLISHED PROJECTS LTD	\$2,123.72	A
10269	4	Red Lobster Canada, Inc.	General Unsecured Claims	AIR RITE INC	\$1,614.80	A
10397	4	Red Lobster Canada, Inc.	General Unsecured Claims	ALLIED COFFEE CORP	\$6,460.64	A
10469	4	Red Lobster Canada, Inc.	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10327	4	Red Lobster Canada, Inc.	General Unsecured Claims	APEX REFRIGERATION AIR CONDITIONING	\$9,199.19	A
20	4	Red Lobster Canada, Inc.	General Unsecured Claims	ARCH PAINTING INC	\$38,248.48	A
10490	4	Red Lobster Canada, Inc.	General Unsecured Claims	CARDINAL SERVICES GROUP	\$6,777.02	A
10305	4	Red Lobster Canada, Inc.	General Unsecured Claims	CHARLIE THE FISH LADY	\$1,741.49	A
76	4	Red Lobster Canada, Inc.	General Unsecured Claims	EKTOS LLC	\$1,153.48	A
10195	4	Red Lobster Canada, Inc.	General Unsecured Claims	FACILITY PLUS	\$2,215.10	A
10406	4	Red Lobster Canada, Inc.	General Unsecured Claims	GORDON FOOD SERVICE CANADA LTD	\$4,229,359.29	A
10253	4	Red Lobster Canada, Inc.	General Unsecured Claims	GRAND AND TOY	\$4,149.65	A
10281	4	Red Lobster Canada, Inc.	General Unsecured Claims	GRAND LANDSCAPE DESIGN	\$4,759.28	A
10512	4	Red Lobster Canada, Inc.	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10329	4	Red Lobster Canada, Inc.	General Unsecured Claims	JEM AIR CONDITIONING LTD	\$9,512.14	A
10364	4	Red Lobster Canada, Inc.	General Unsecured Claims	MEADOWBROOK LANDSCAPE CONTRACTING INC	\$5,772.91	A
10534	4	Red Lobster Canada, Inc.	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10202	4	Red Lobster Canada, Inc.	General Unsecured Claims	NATION-WIDE HOME SERVICES CORP	\$5,897.20	A
10468	4	Red Lobster Canada, Inc.	General Unsecured Claims	NUTRI-LAWN	\$5,155.61	A
10294	4	Red Lobster Canada, Inc.	General Unsecured Claims	PATENAUDE REFRIGERATION INC	\$28,667.32	A
341	4	Red Lobster Canada, Inc.	General Unsecured Claims	RICK'S DETAILING	\$1.00	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10194	4	Red Lobster Canada, Inc.	General Unsecured Claims	SERVITOR CLEANING SERVICE	\$900.00	A
10041	4	Red Lobster Canada, Inc.	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10067	4	Red Lobster Canada, Inc.	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10386	4	Red Lobster Canada, Inc.	General Unsecured Claims	THOMPSON'S JANITORIAL SERVICES	\$12,705.63	A
10203	4	Red Lobster Canada, Inc.	General Unsecured Claims	TREVOR BROWN UPHOLSTERY	\$1,774.30	A
10417	4	Red Lobster Canada, Inc.	General Unsecured Claims	UNDER PRESSURE PLUMBING	\$536.16	A
10413	4	Red Lobster Canada, Inc.	General Unsecured Claims	UNIT MECHANICAL SERVICES LTD	\$2,926.36	A
10501	4	Red Lobster Canada, Inc.	General Unsecured Claims	WORLD WIDE PLUMBING & MECHANICAL INC	\$19,545.99	A
10023	4	Red Lobster Hospitality LLC	General Unsecured Claims	A & R REPAIRS BAKERS KNEADS INC	\$12,047.49	R
324	4	Red Lobster Hospitality LLC	General Unsecured Claims	A & W PLUMBING & HEATING INC	\$1,056.62	R
65	4	Red Lobster Hospitality LLC	General Unsecured Claims	A ACORN LOCK & SAFE INC	\$310.30	A
10438	4	Red Lobster Hospitality LLC	General Unsecured Claims	A CUT ABOVE LANDSCAPE AND LAWN CARE LLC	\$8,379.15	A
10491	4	Red Lobster Hospitality LLC	General Unsecured Claims	AARON CHADWICK HARRIS	\$2,300.00	A
84	4	Red Lobster Hospitality LLC	General Unsecured Claims	ADMIRAL BEVERAGE CORP	\$23.88	A
10416	4	Red Lobster Hospitality LLC	General Unsecured Claims	AGUSTIN ALTAMIRANO	\$3,987.50	A
117	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALBERT PORZUCZEK	\$2,078.80	A
362	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALCOHOL CONTROLS INC	\$173.95	A
10164	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALL REPAIR PLUMBING INC	\$5,751.19	A
10151	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALL TERRAIN LANDSCAPING	\$3,991.76	A
167	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALPHA THREAT MANAGEMENT INC	\$891.94	A
10362	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALPINE REFRIGERATION INC	\$1,593.00	A
10473	4	Red Lobster Hospitality LLC	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10270	4	Red Lobster Hospitality LLC	General Unsecured Claims	AMERICAN INCORPORATED	\$536.72	A
192	4	Red Lobster Hospitality LLC	General Unsecured Claims	AMJAD A YOUSIF	\$15,200.00	A
10227	4	Red Lobster Hospitality LLC	General Unsecured Claims	ANDREWS CONSTRUCTION INC	\$5,105.83	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)elect
10225	4	Red Lobster Hospitality LLC	General Unsecured Claims	ANDREWS ELECTRICAL INC	\$547.64	A
10224	4	Red Lobster Hospitality LLC	General Unsecured Claims	ANDREWS PLUMBING SERVICES INC	\$630.52	A
10226	4	Red Lobster Hospitality LLC	General Unsecured Claims	ANDREWS REFRIGERATION INC	\$10,904.62	A
90	4	Red Lobster Hospitality LLC	General Unsecured Claims	APEX SEWER AND DRAIN CLEANING INC	\$1,755.00	A
10238	4	Red Lobster Hospitality LLC	General Unsecured Claims	APPLIED REFRIGERATION TECHNOLOGY INC	\$12,480.18	A
19	4	Red Lobster Hospitality LLC	General Unsecured Claims	ARCH PAINTING INC	\$100,330.00	A
51	4	Red Lobster Hospitality LLC	General Unsecured Claims	AREAS BEST CARPET AND UPHOLSTERY	\$3,800.00	A
10214	4	Red Lobster Hospitality LLC	General Unsecured Claims	ARMSTRONG REPAIR CENTER INC	\$514.73	A
10249	4	Red Lobster Hospitality LLC	General Unsecured Claims	ARNOLD L GARZA	\$5,393.00	A
367	4	Red Lobster Hospitality LLC	General Unsecured Claims	ARROW SIGNS & OUTDOOR	\$1,909.50	A
247	4	Red Lobster Hospitality LLC	General Unsecured Claims	AVERUS WEST LLC	\$8,051.36	A
66	4	Red Lobster Hospitality LLC	General Unsecured Claims	BARROW INC	\$1,799.38	A
194	4	Red Lobster Hospitality LLC	General Unsecured Claims	BELL AND SONS INC	\$299.31	A
317	4	Red Lobster Hospitality LLC	General Unsecured Claims	BENEDICT REFRIGERATION SERVICE INC	\$972.24	A
16	4	Red Lobster Hospitality LLC	General Unsecured Claims	BERNARD S GARRETT	\$675.00	A
160	4	Red Lobster Hospitality LLC	General Unsecured Claims	BISMARCK-MANDAN SECURITY INC	\$589.00	A
10414	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRAD MORRIS ELECTRIC COMPANY INC	\$12,392.48	A
10486	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRANDON VANCURLER-CLEMENTS	\$2,800.01	R
10320	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRIAN E CASEY	\$439.73	A
10502	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRILLIANT ELEGANCE LLC	\$585.00	R
10026	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRITE FUTURE PLUMBING INC	\$9,299.21	A
12	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRITE-WAY WINDOW CLEANING INC	\$1,050.00	A
10004	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRUCE THORNTON AIR CONDITIONING INC	\$1,340.09	A
203	4	Red Lobster Hospitality LLC	General Unsecured Claims	BRYAN T BUTAS	\$600.00	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10276	4	Red Lobster Hospitality LLC	General Unsecured Claims	C L O BRIEN AND COMPANY INC	\$1,452.58	A
92	4	Red Lobster Hospitality LLC	General Unsecured Claims	C VON COMPANY INC	\$10,989.56	A
209	4	Red Lobster Hospitality LLC	General Unsecured Claims	C&B HANDYMAN SERVICES	\$7,128.26	A
272	4	Red Lobster Hospitality LLC	General Unsecured Claims	CARIG EUGENE ELQUIST	\$85.75	A
10107	4	Red Lobster Hospitality LLC	General Unsecured Claims	CARL K EKIZIAN	\$1,620.00	A
10368	4	Red Lobster Hospitality LLC	General Unsecured Claims	CDA ENTERPRISES INC	\$10,648.45	R
10370	4	Red Lobster Hospitality LLC	General Unsecured Claims	CENTRAL HUDSON GAS & ELECTRIC	\$7,113.82	A
346	4	Red Lobster Hospitality LLC	General Unsecured Claims	CENTURY ELECTRIC INC	\$6,221.30	A
304	4	Red Lobster Hospitality LLC	General Unsecured Claims	CERTIFIED PRECISION CARPET CLEANING LLC	\$6,684.23	A
164	4	Red Lobster Hospitality LLC	General Unsecured Claims	CHAD R KREGER	\$860.00	A
120	4	Red Lobster Hospitality LLC	General Unsecured Claims	CHEF TECH SERVICE LLC	\$630.76	A
360	4	Red Lobster Hospitality LLC	General Unsecured Claims	CHIERICHETTI PLUMBING LLC	\$2,342.00	R
10110	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF LIMA OHIO	\$4,152.81	A
10055	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF LUFKIN	\$2,245.70	A
10098	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF O'FALLON, IL	\$15.66	A
10392	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF ONTARIO WATER/SEWER	\$1.00	A
251	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF RIVERSIDE - PUBLIC UTILITIES	\$12,341.07	A
10308	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF SPRINGFIELD, OH	\$4,989.01	A
10126	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF ST. GEORGE, UT	\$3,947.23	A
10518	4	Red Lobster Hospitality LLC	General Unsecured Claims	CITY OF WINTER HAVEN FLORIDA	\$8,642.97	R
10146	4	Red Lobster Hospitality LLC	General Unsecured Claims	CK PLUMBING SERVICES	\$52,399.90	A
10307	4	Red Lobster Hospitality LLC	General Unsecured Claims	COAST CLEANING SERVICES LLC	\$11,381.31	A
10228	4	Red Lobster Hospitality LLC	General Unsecured Claims	COKER SERVICE INC	\$5,769.47	A
10245	4	Red Lobster Hospitality LLC	General Unsecured Claims	COMMERCIAL KITCHEN INSTALLERS INC	\$16,905.66	A
10243	4	Red Lobster Hospitality LLC	General Unsecured Claims	COMPLETE COMMERCIAL REPAIR INC	\$8,795.00	A
10483	4	Red Lobster Hospitality LLC	General Unsecured Claims	CONSTRUCTION OPERATIONS AND RENOVATION	\$129,446.05	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10034	4	Red Lobster Hospitality LLC	General Unsecured Claims	COOKING EQUIPMENT SPECIALIST LLC	\$4,736.68	A
10431	4	Red Lobster Hospitality LLC	General Unsecured Claims	COWBOY PLUMBING	\$2,992.63	A
10335	4	Red Lobster Hospitality LLC	General Unsecured Claims	CRISWELL SERVICES INC	\$6,622.38	A
10155	4	Red Lobster Hospitality LLC	General Unsecured Claims	CRYSTAL LAWN INC	\$1,679.76	A
231	4	Red Lobster Hospitality LLC	General Unsecured Claims	CUSTOM AIRE INC	\$2,263.50	A
102	4	Red Lobster Hospitality LLC	General Unsecured Claims	CUSTOM GASKETS NW LLC	\$4,195.50	R
213	4	Red Lobster Hospitality LLC	General Unsecured Claims	DALE CHADWICK CUNNINGHAM	\$5,352.96	A
10136	4	Red Lobster Hospitality LLC	General Unsecured Claims	DAVID C TURK	\$6,837.27	A
43	4	Red Lobster Hospitality LLC	General Unsecured Claims	DAVID CHARLES BENDER	\$1,287.00	A
255	4	Red Lobster Hospitality LLC	General Unsecured Claims	DAVID ELIZARRARAZ	\$3,160.00	A
10149	4	Red Lobster Hospitality LLC	General Unsecured Claims	DAVID LONG & ASSOCIATES INC	\$7,063.69	A
227	4	Red Lobster Hospitality LLC	General Unsecured Claims	DDE ENTERPRISES INC	\$12,057.72	A
10111	4	Red Lobster Hospitality LLC	General Unsecured Claims	DEE'S SUGARHOUSE CENTER LLC	\$1.00	R
10212	4	Red Lobster Hospitality LLC	General Unsecured Claims	DEPENDABLE BUILDING MAINTENANCE SERVICES	\$76,312.51	A
10494	4	Red Lobster Hospitality LLC	General Unsecured Claims	DIRECTOR OF FINANCE - CHAUTAUQUA COUNTY	\$1,141.65	R
69	4	Red Lobster Hospitality LLC	General Unsecured Claims	DIVERSIFIED MECHANICAL INC	\$4,035.95	A
10378	4	Red Lobster Hospitality LLC	General Unsecured Claims	DMC SERVICES LLC	\$19,600.46	R
10263	4	Red Lobster Hospitality LLC	General Unsecured Claims	DONALD WRIGHTS BEST ELECTRIC CO	\$1,132.87	A
10274	4	Red Lobster Hospitality LLC	General Unsecured Claims	DOUGLAS H SIM	\$13,350.00	A
134	4	Red Lobster Hospitality LLC	General Unsecured Claims	DUFFYS AIS LLC	\$12,629.38	A
10187	4	Red Lobster Hospitality LLC	General Unsecured Claims	EBOA AMERICAN RESTAURANT SOLUTIONS INC	\$4,516.53	A
165	4	Red Lobster Hospitality LLC	General Unsecured Claims	EKTOS LLC	\$17,898.00	A
10008	4	Red Lobster Hospitality LLC	General Unsecured Claims	ELDRON A LOYD	\$264.78	A
99	4	Red Lobster Hospitality LLC	General Unsecured Claims	ELECTRICAL SERVICES CHEYENNE LC	\$320.00	A
285	4	Red Lobster Hospitality LLC	General Unsecured Claims	EMERALD PLANT SERVICES INC	\$2,000.00	A
344	4	Red Lobster Hospitality LLC	General Unsecured Claims	EMERGENCY ICE INC	\$811.80	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10285	4	Red Lobster Hospitality LLC	General Unsecured Claims	ESTEVAN VEGA	\$28,126.58	A
10324	4	Red Lobster Hospitality LLC	General Unsecured Claims	EULER HERMES AGENT FOR MECHANICAL 24 INC	\$83,344.53	A
10154	4	Red Lobster Hospitality LLC	General Unsecured Claims	FANSHAW INC	\$1,073.82	A
10504	4	Red Lobster Hospitality LLC	General Unsecured Claims	FAR HORIZONS TRAILER VILLAGE LLC	\$1,830,271.10	A
204	4	Red Lobster Hospitality LLC	General Unsecured Claims	FARLEY REFRIGERATION SERVICES LLC	\$10,439.16	A
303	4	Red Lobster Hospitality LLC	General Unsecured Claims	FARMINGTON MECHANICAL	\$3,847.08	A
115	4	Red Lobster Hospitality LLC	General Unsecured Claims	FILTERSHINE MIDWEST LLC	\$64.35	A
10091	4	Red Lobster Hospitality LLC	General Unsecured Claims	FORT GRATIOT CHARTER TOWNSHIP	\$1,249.54	A
10251	4	Red Lobster Hospitality LLC	General Unsecured Claims	FRANSSENS ELECTRIC LLC	\$1,677.83	A
10375	4	Red Lobster Hospitality LLC	General Unsecured Claims	FRONTIER PLUMBING LLC	\$16,530.27	A
280	4	Red Lobster Hospitality LLC	General Unsecured Claims	GARR ELECTRIC INC	\$11,287.38	A
211	4	Red Lobster Hospitality LLC	General Unsecured Claims	GARTNER REFRIGERATION COMPANY	\$3,614.60	A
10198	4	Red Lobster Hospitality LLC	General Unsecured Claims	GARY BRINK INC	\$4,782.88	A
145	4	Red Lobster Hospitality LLC	General Unsecured Claims	GASKET GUY OF DAYTON	\$871.00	A
364	4	Red Lobster Hospitality LLC	General Unsecured Claims	GASKET GUY OF THE OZARKS LLC	\$808.63	A
10408	4	Red Lobster Hospitality LLC	General Unsecured Claims	GASKETS ROCK INTERNATIONAL INC	\$10,401.58	A
10348	4	Red Lobster Hospitality LLC	General Unsecured Claims	GCFP LIMITED PARTNERSHIP	\$809,984.88	A
10063	4	Red Lobster Hospitality LLC	General Unsecured Claims	GENERATION PLUMBING	\$13,255.16	A
10266	4	Red Lobster Hospitality LLC	General Unsecured Claims	GRAND FORKS UTILITY BILLING	\$2,441.45	A
262	4	Red Lobster Hospitality LLC	General Unsecured Claims	GREENHEAD LOBSTER LLC	\$24,496.22	A
29	4	Red Lobster Hospitality LLC	General Unsecured Claims	GROTT LOCKSMITH CENTER INC	\$221.00	A
174	4	Red Lobster Hospitality LLC	General Unsecured Claims	GUTRIDGE ELECTRIC INC	\$789.90	A
10121	4	Red Lobster Hospitality LLC	General Unsecured Claims	HAROLDS UPHOLSTERY INC	\$1,709.20	A
10152	4	Red Lobster Hospitality LLC	General Unsecured Claims	HERMAN PLUMBING CO INC	\$1,741.34	A
45	4	Red Lobster Hospitality LLC	General Unsecured Claims	HILLIARD & MATHIS LAWN SERVICE INC	\$2,366.94	A
105	4	Red Lobster Hospitality LLC	General Unsecured Claims	HOODZ OF ORLANDO	\$9,538.91	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10470	4	Red Lobster Hospitality LLC	General Unsecured Claims	HOOKEO ON FISH	\$6,268.01	R
10215	4	Red Lobster Hospitality LLC	General Unsecured Claims	HOWARD ABRAHAM C R L	\$2,324.05	A
249	4	Red Lobster Hospitality LLC	General Unsecured Claims	I D ASSOCIATES INC	\$11,138.29	A
333	4	Red Lobster Hospitality LLC	General Unsecured Claims	ILLINOIS VALLEY EXCAVATING INC	\$5,550.21	A
10513	4	Red Lobster Hospitality LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
266	4	Red Lobster Hospitality LLC	General Unsecured Claims	J & A HANDYMAN SERVICES INC	\$2,231.00	A
10321	4	Red Lobster Hospitality LLC	General Unsecured Claims	J&H MECHANICAL ASSOCIATES OF WISCONSIN	\$2,970.28	A
10279	4	Red Lobster Hospitality LLC	General Unsecured Claims	JAMES M SAUS	\$160.88	A
10248	4	Red Lobster Hospitality LLC	General Unsecured Claims	JAMES W WISEMAN	\$3,130.23	A
10323	4	Red Lobster Hospitality LLC	General Unsecured Claims	JEFFREY S PAVELSKI	\$913.60	A
96	4	Red Lobster Hospitality LLC	General Unsecured Claims	JEREMY COLVIN	\$7,930.31	A
10532	4	Red Lobster Hospitality LLC	General Unsecured Claims	JOHN G BOER	\$2,272.82	A
144	4	Red Lobster Hospitality LLC	General Unsecured Claims	JOHN R WINBLAD	\$250.00	A
271	4	Red Lobster Hospitality LLC	General Unsecured Claims	JOSEPH C JONES	\$449.40	A
306	4	Red Lobster Hospitality LLC	General Unsecured Claims	JOSEPH D LAMONICA	\$550.00	A
10123	4	Red Lobster Hospitality LLC	General Unsecured Claims	JTN-RL LLC	\$1.00	A
10182	4	Red Lobster Hospitality LLC	General Unsecured Claims	JUSTIN STOLTZFUS	\$1,206.56	A
298	4	Red Lobster Hospitality LLC	General Unsecured Claims	K AND K CARPET CARE OF CHILLICOTHE LLC	\$6,944.44	A
87	4	Red Lobster Hospitality LLC	General Unsecured Claims	KENNEDY PLUMBING & HEATING	\$6,344.00	A
10086	4	Red Lobster Hospitality LLC	General Unsecured Claims	KENNETH E LACEY	\$720.00	A
10283	4	Red Lobster Hospitality LLC	General Unsecured Claims	KENNY ADAMS INC	\$2,862.72	A
111	4	Red Lobster Hospitality LLC	General Unsecured Claims	KEVIN D WINCHESTER	\$350.00	A
357	4	Red Lobster Hospitality LLC	General Unsecured Claims	KEYSER FLOORING 1 LP	\$2,311.40	A
246	4	Red Lobster Hospitality LLC	General Unsecured Claims	KHALSA MAINTENANCE & WINDOW CLNG SVC XI	\$690.00	A
257	4	Red Lobster Hospitality LLC	General Unsecured Claims	KIMS APPLIANCE SERVICE INC	\$5,206.06	R
314	4	Red Lobster Hospitality LLC	General Unsecured Claims	KING APPLIANCE LLC	\$3,771.00	A
163	4	Red Lobster Hospitality LLC	General Unsecured Claims	KINGDOM LAWN & LANDSCAPE LLC	\$4,920.00	A
10264	4	Red Lobster Hospitality LLC	General Unsecured Claims	KOOL KLEEN INC	\$470.00	A
10027	4	Red Lobster Hospitality LLC	General Unsecured Claims	KORRECT PLUMBING HEATING & AIR	\$778.70	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10425	4	Red Lobster Hospitality LLC	General Unsecured Claims	KW COMMERCIAL APPLIANCE REPAIR LLC	\$4,185.88	A
283	4	Red Lobster Hospitality LLC	General Unsecured Claims	L & M COVENANT CONSTRUCTION	\$3,200.00	A
10428	4	Red Lobster Hospitality LLC	General Unsecured Claims	LAWN TROPICS LLC	\$17,455.34	A
10176	4	Red Lobster Hospitality LLC	General Unsecured Claims	LAWNS LTD INC	\$2,149.12	A
253	4	Red Lobster Hospitality LLC	General Unsecured Claims	LAWNSCAPES INC	\$1,082.00	A
10316	4	Red Lobster Hospitality LLC	General Unsecured Claims	LINDER GLOBAL EVENTS	\$31,202.13	A
260	4	Red Lobster Hospitality LLC	General Unsecured Claims	LOVE YOUR PLANTS INC	\$11,619.92	A
189	4	Red Lobster Hospitality LLC	General Unsecured Claims	LUIS LANDAUERDE	\$2,290.00	A
343	4	Red Lobster Hospitality LLC	General Unsecured Claims	M K S PLUMBING CORP	\$5,375.55	A
10349	4	Red Lobster Hospitality LLC	General Unsecured Claims	MARIO A LOPEZ	\$4,888.50	A
270	4	Red Lobster Hospitality LLC	General Unsecured Claims	MARK J FREITAG TRUST OF 1988 UAD 3/9/88	\$345,744.59	A
10295	4	Red Lobster Hospitality LLC	General Unsecured Claims	MARK LYNDE ENTERPRISES INC	\$800.00	A
10353	4	Red Lobster Hospitality LLC	General Unsecured Claims	MASTER DRY CLEANING & RESTORATION INC	\$15,787.28	R
10145	4	Red Lobster Hospitality LLC	General Unsecured Claims	MATAGRANO INC	\$940.00	A
10117	4	Red Lobster Hospitality LLC	General Unsecured Claims	MATCO ELECTRIC CORP	\$1,830.38	A
10173	4	Red Lobster Hospitality LLC	General Unsecured Claims	MATTHEW KANDEFER INC	\$743.81	A
322	4	Red Lobster Hospitality LLC	General Unsecured Claims	MEMORIES BY CANDLELIGHT LLC	\$61.00	A
10393	4	Red Lobster Hospitality LLC	General Unsecured Claims	MESSURI, GERALD AND RITA	\$1,051,625.33	A
107	4	Red Lobster Hospitality LLC	General Unsecured Claims	MICHAEL ABBOTT & SHARON ABBOTT	\$1,501.38	A
10345	4	Red Lobster Hospitality LLC	General Unsecured Claims	MICHAEL DEWAYNE LAY	\$1,869.97	A
10030	4	Red Lobster Hospitality LLC	General Unsecured Claims	MICHAEL J THOMPSON	\$3,503.25	A
345	4	Red Lobster Hospitality LLC	General Unsecured Claims	MICHAEL S SMITH	\$3,960.00	A
10459	4	Red Lobster Hospitality LLC	General Unsecured Claims	MIDTOWN PLUMBING INC	\$5,385.87	A
10134	4	Red Lobster Hospitality LLC	General Unsecured Claims	MIGUEL MOLINA	\$1,040.00	A
10419	4	Red Lobster Hospitality LLC	General Unsecured Claims	MINT CLEANING SOLUTIONS LLC	\$13,155.00	A
32	4	Red Lobster Hospitality LLC	General Unsecured Claims	MITCH ALLEN COTTRELL	\$3,148.41	A
10524	4	Red Lobster Hospitality LLC	General Unsecured Claims	MOHLMAN, MARGARET M	\$1.00	R
10527	4	Red Lobster Hospitality LLC	General Unsecured Claims	MOHLMAN, STEWART B	\$1.00	R

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10169	4	Red Lobster Hospitality LLC	General Unsecured Claims	MONARCH INVESTMENT COMPANY LLC	\$535.28	A
267	4	Red Lobster Hospitality LLC	General Unsecured Claims	MORALES, ANGEL	\$1.00	A
10472	4	Red Lobster Hospitality LLC	General Unsecured Claims	MP2 ENERGY NE LLC	\$385,387.64	R
10144	4	Red Lobster Hospitality LLC	General Unsecured Claims	MUELLERMIST SERVICE CORPORATION	\$137.00	A
10234	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAKAMURA & PARTNERS	\$846.42	A
10302	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$1,650.00	A
309	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$1,908.00	A
323	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$2,498.00	A
185	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$5,565.00	A
10506	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$462.50	A
63	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$175.00	A
10461	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
358	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$1,850.00	A
10463	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
123	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$490.91	A
206	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE	\$571.50	A
10535	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10093	4	Red Lobster Hospitality LLC	General Unsecured Claims	NANCY MAE WITTEK	\$2,827.52	A
10310	4	Red Lobster Hospitality LLC	General Unsecured Claims	NAPPS INDUSTRIES LLC	\$22,536.86	A
10233	4	Red Lobster Hospitality LLC	General Unsecured Claims	NICK'S & CO PRO LANDSCAPING INC	\$30,930.00	A
183	4	Red Lobster Hospitality LLC	General Unsecured Claims	NIGHT HAWK PLUMBING & HEATING INC	\$6,155.21	A
220	4	Red Lobster Hospitality LLC	General Unsecured Claims	NORTHERN INDUSTRIAL INSULATION INC	\$1,959.75	A
10106	4	Red Lobster Hospitality LLC	General Unsecured Claims	NVS LANDSCAPE SERVICES	\$6,225.40	A
187	4	Red Lobster Hospitality LLC	General Unsecured Claims	NW CENTRAL PLUMBING CO	\$3,009.68	A
10369	4	Red Lobster Hospitality LLC	General Unsecured Claims	OLIVARES ELECTRIC OF EL PASO LLC	\$639.36	A
10443	4	Red Lobster Hospitality LLC	General Unsecured Claims	ONTIVEROS, DAVID	\$1.00	R
241	4	Red Lobster Hospitality LLC	General Unsecured Claims	OSA JANITORIAL SERVICE INC	\$1,888.00	A
10384	4	Red Lobster Hospitality LLC	General Unsecured Claims	PACIFIC REFRIGERATION OPERATING LLC	\$26,183.62	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10346	4	Red Lobster Hospitality LLC	General Unsecured Claims	PAUL E MARKS	\$1,675.00	A
10100	4	Red Lobster Hospitality LLC	General Unsecured Claims	PEARSON PLUMBING & HEATING CO	\$170.00	A
274	4	Red Lobster Hospitality LLC	General Unsecured Claims	PET PARADISE OF SPRINGHILL INC	\$395.00	A
116	4	Red Lobster Hospitality LLC	General Unsecured Claims	PETER PORTNOFF	\$165.00	A
37	4	Red Lobster Hospitality LLC	General Unsecured Claims	PGS RESTAURANT SERVICES LLC	\$950.43	A
10374	4	Red Lobster Hospitality LLC	General Unsecured Claims	PORT ORANGE PLUMBING INC	\$1,360.50	A
10192	4	Red Lobster Hospitality LLC	General Unsecured Claims	PRECISION ELECTRICAL SYSTEMS INC	\$9,120.78	R
240	4	Red Lobster Hospitality LLC	General Unsecured Claims	PRESTON-LINK ELECTRIC	\$191.97	A
10450	4	Red Lobster Hospitality LLC	General Unsecured Claims	PRO 1 ELECTRIC INC	\$1,472.41	A
100	4	Red Lobster Hospitality LLC	General Unsecured Claims	PRO AIR MECHANICAL INC	\$206,531.91	A
10426	4	Red Lobster Hospitality LLC	General Unsecured Claims	PROVENDER HALL I LLC	\$3,569,243.70	R
10429	4	Red Lobster Hospitality LLC	General Unsecured Claims	PROVENDER HALL IV LLC	\$114,383.22	R
119	4	Red Lobster Hospitality LLC	General Unsecured Claims	PURE TAP INC	\$846.11	A
10113	4	Red Lobster Hospitality LLC	General Unsecured Claims	QRC INC	\$39,889.99	A
10114	4	Red Lobster Hospitality LLC	General Unsecured Claims	QUALITY REFRIGERATION CONCEPTS INC	\$4,218.40	A
10396	4	Red Lobster Hospitality LLC	General Unsecured Claims	R BUILDERS INC	\$39,274.97	A
10442	4	Red Lobster Hospitality LLC	General Unsecured Claims	RANDAZZO, MELISSA	\$1.00	R
10382	4	Red Lobster Hospitality LLC	General Unsecured Claims	RATA CAPITAL LLC	\$3,000.00	A
10445	4	Red Lobster Hospitality LLC	General Unsecured Claims	RB SANDRINI FARMS LP	\$923,097.37	R
10351	4	Red Lobster Hospitality LLC	General Unsecured Claims	RCJCREH CORPORATION	\$7,272.00	A
68	4	Red Lobster Hospitality LLC	General Unsecured Claims	RICCI'S LANDSCAPE MANAGEMENT INC	\$6,435.74	A
10038	4	Red Lobster Hospitality LLC	General Unsecured Claims	ROBERTS REFRIGERATION SERVICE INC	\$1,869.15	A
122	4	Red Lobster Hospitality LLC	General Unsecured Claims	RODARTES CUTLERY	\$2,078.40	A
239	4	Red Lobster Hospitality LLC	General Unsecured Claims	ROMANOS CARPET CARE INC	\$1,600.00	R
177	4	Red Lobster Hospitality LLC	General Unsecured Claims	RONALD S ROGERS	\$2,324.00	A
288	4	Red Lobster Hospitality LLC	General Unsecured Claims	RONDELL N FISHER	\$3,492.63	A
10352	4	Red Lobster Hospitality LLC	General Unsecured Claims	ROTO ROOTER SEWER & DRAIN SER	\$4,371.45	A
71	4	Red Lobster Hospitality LLC	General Unsecured Claims	ROY ANDREW KELSO	\$1,052.65	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10410	4	Red Lobster Hospitality LLC	General Unsecured Claims	RYAN & ASSOCIATES	\$15,979.01	A
151	4	Red Lobster Hospitality LLC	General Unsecured Claims	SALBEJAC INC	\$1,201.89	A
228	4	Red Lobster Hospitality LLC	General Unsecured Claims	SAMCO SALES & SERVICE INC	\$649.92	A
10313	4	Red Lobster Hospitality LLC	General Unsecured Claims	SAMUEL HILL	\$5,748.78	A
312	4	Red Lobster Hospitality LLC	General Unsecured Claims	SAMUEL K STANLEY	\$2,853.80	A
10287	4	Red Lobster Hospitality LLC	General Unsecured Claims	SEALIFE AQUARIUM SERVICE	\$1,248.83	A
10325	4	Red Lobster Hospitality LLC	General Unsecured Claims	SERVICE SOLUTIONS OF TEXAS LLC	\$56,416.26	A
172	4	Red Lobster Hospitality LLC	General Unsecured Claims	SHWADERS LAWN CARE AND LANDSCAPE LLC	\$4,652.32	A
10206	4	Red Lobster Hospitality LLC	General Unsecured Claims	SIERRA SALTWATER SYSTEMS INC	\$599.98	A
10290	4	Red Lobster Hospitality LLC	General Unsecured Claims	SMBSIRIS LLC	\$22,673.66	R
10381	4	Red Lobster Hospitality LLC	General Unsecured Claims	SOLITUDE LANDSCAPING LLC	\$2,029.16	A
10083	4	Red Lobster Hospitality LLC	General Unsecured Claims	STASULAT, TRICIA	\$50.00	A
173	4	Red Lobster Hospitality LLC	General Unsecured Claims	STATEWIDE HEATING & AC SVC INC	\$1,942.73	A
126	4	Red Lobster Hospitality LLC	General Unsecured Claims	STEAM365 LLC	\$5,761.95	A
10254	4	Red Lobster Hospitality LLC	General Unsecured Claims	STEVEN J ENTERPRISES LLC	\$254.39	A
223	4	Red Lobster Hospitality LLC	General Unsecured Claims	STRAUBTEK LLC	\$6,585.27	A
10465	4	Red Lobster Hospitality LLC	General Unsecured Claims	SUFFOLK COUNTY WATER AUTHORITY - NY	\$559.84	A
10371	4	Red Lobster Hospitality LLC	General Unsecured Claims	TAPMAN LA SEATTLE COMPANY	\$711.64	A
10042	4	Red Lobster Hospitality LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10058	4	Red Lobster Hospitality LLC	General Unsecured Claims	THAI UNION INVESTMENTS NORTH AMERICA LLC	\$5,804,693.00	R
10068	4	Red Lobster Hospitality LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10020	4	Red Lobster Hospitality LLC	General Unsecured Claims	THE CARETAKERS INC	\$5,339.00	A
205	4	Red Lobster Hospitality LLC	General Unsecured Claims	THERON SCHMECKPEPER	\$610.00	A
232	4	Red Lobster Hospitality LLC	General Unsecured Claims	TODD M MARQUISS	\$822.83	A
10240	4	Red Lobster Hospitality LLC	General Unsecured Claims	TOM G JENKINS	\$500.00	A
52	4	Red Lobster Hospitality LLC	General Unsecured Claims	TONYS REFRIGERATION INC	\$2,757.88	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10223	4	Red Lobster Hospitality LLC	General Unsecured Claims	TOP FLIGHT ELECTRIC INC	\$5,051.56	A
10231	4	Red Lobster Hospitality LLC	General Unsecured Claims	TRIUMPH GROUP INC	\$1,388.19	A
106	4	Red Lobster Hospitality LLC	General Unsecured Claims	TTCL SERVICES LLC	\$218.00	A
10303	4	Red Lobster Hospitality LLC	General Unsecured Claims	TWIN CITY SERVICE CO INC	\$6,502.76	A
335	4	Red Lobster Hospitality LLC	General Unsecured Claims	UP REEF LLC	\$360.00	A
10017	4	Red Lobster Hospitality LLC	General Unsecured Claims	UPTOWN LAWN & SNOW INC	\$8,276.09	A
10471	4	Red Lobster Hospitality LLC	General Unsecured Claims	VAN HOOK SERVICE CO INC	\$29,962.54	A
10010	4	Red Lobster Hospitality LLC	General Unsecured Claims	VERA CRUZ PROPERTIES LP	\$2.00	R
10079	4	Red Lobster Hospitality LLC	General Unsecured Claims	VICTORS LANDSCAPING INC	\$1,793.31	A
10394	4	Red Lobster Hospitality LLC	General Unsecured Claims	VINSUE CORP	\$1,152,280.59	R
10105	4	Red Lobster Hospitality LLC	General Unsecured Claims	WADE ELECTRIC	\$2,706.67	A
41	4	Red Lobster Hospitality LLC	General Unsecured Claims	WATERS ELECTRICAL CONTRACTING INC	\$7.19	A
10435	4	Red Lobster Hospitality LLC	General Unsecured Claims	WDH SOLUTIONS INC	\$35,526.53	A
10365	4	Red Lobster Hospitality LLC	General Unsecured Claims	WIL SERVICE INC	\$12,093.42	A
10373	4	Red Lobster Hospitality LLC	General Unsecured Claims	WILCOX ELECTRIC AND SERVICE INC	\$1,477.59	A
319	4	Red Lobster Hospitality LLC	General Unsecured Claims	WILLIAM FIGUEROA	\$3,869.50	A
10127	4	Red Lobster Hospitality LLC	General Unsecured Claims	WILSON ENTERPRISES COMMERCIAL REPAIRS	\$79.71	A
22	4	Red Lobster Hospitality LLC	General Unsecured Claims	WIND RIVER SERVICES INC	\$15,859.00	A
10250	4	Red Lobster Hospitality LLC	General Unsecured Claims	YOKO GAMBRILL	\$570.27	A
376	4	Red Lobster Hospitality LLC	General Unsecured Claims	YOUR ENVIRONMENTS SOLUTION INC	\$12,953.33	A
10475	4	Red Lobster International Holding	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10493	4	Red Lobster International Holding	General Unsecured Claims	AMC NETWORKS	\$85,780.30	A
10521	4	Red Lobster International Holding	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10536	4	Red Lobster International Holding	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10080	4	Red Lobster International Holding	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
MB001.095	4	Red Lobster Management LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
243	4	Red Lobster Management LLC	General Unsecured Claims	362 SOLUTIONS LLC	\$355,915.52	A
93	4	Red Lobster Management LLC	General Unsecured Claims	A BASIC CUT LAWN SERVICE	\$7,450.00	A
136	4	Red Lobster Management LLC	General Unsecured Claims	A&W PLUMBING & HEATING INC	\$1,056.62	R
10415	4	Red Lobster Management LLC	General Unsecured Claims	ADJ LANDSCAPING SERVICE	\$13,500.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10089	4	Red Lobster Management LLC	General Unsecured Claims	ADS4U LLC	\$4,450.00	A
10455	4	Red Lobster Management LLC	General Unsecured Claims	AFFORDABLE LOCK & SECURITY SOLUTIONS	\$4,170.45	A
10344	4	Red Lobster Management LLC	General Unsecured Claims	AIRTECH SERVICE	\$1,869.97	A
10213	4	Red Lobster Management LLC	General Unsecured Claims	AJ'S AQUATIC SOLUTIONS	\$6,465.00	A
10162	4	Red Lobster Management LLC	General Unsecured Claims	AKEHURST LANDSCAPE SERVICE INC	\$10,342.02	A
11	4	Red Lobster Management LLC	General Unsecured Claims	AKLEEN HOOD RESTAURANT SERVICES LLC	\$675.00	A
373	4	Red Lobster Management LLC	General Unsecured Claims	ALEXANDRIA SEAFOOD LLC	\$1,185,786.06	R
10130	4	Red Lobster Management LLC	General Unsecured Claims	ALL PRO PLUMBING SERVICES INC	\$14,444.62	A
10476	4	Red Lobster Management LLC	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10347	4	Red Lobster Management LLC	General Unsecured Claims	AMBASSADOR CLEANING SERVICES	\$1,825.00	A
10	4	Red Lobster Management LLC	General Unsecured Claims	ANGEL'S WINDOW CLEANING	\$385.00	A
10236	4	Red Lobster Management LLC	General Unsecured Claims	AO SMITH CORPORATION	\$1,059,638.55	A
10328	4	Red Lobster Management LLC	General Unsecured Claims	APEX REFRIGERATION A/C & HEATING LTD	\$19,608.27	A
1	4	Red Lobster Management LLC	General Unsecured Claims	APPLIANCE SERVICE CO OF BALL CLAIRE INC	\$1.00	A
10208	4	Red Lobster Management LLC	General Unsecured Claims	APPLIANCE TEK LLC	\$2,710.70	R
10112	4	Red Lobster Management LLC	General Unsecured Claims	APPOGEE LLC	\$15,765.50	A
168	4	Red Lobster Management LLC	General Unsecured Claims	AQUATIC IMPRESSIONS LLC	\$2,919.66	A
10219	4	Red Lobster Management LLC	General Unsecured Claims	ARES OF GEORGIA LLC	\$9,548.45	A
137	4	Red Lobster Management LLC	General Unsecured Claims	ARROW SIGNS & OUTDOOR ADVERTISING INC	\$1,909.50	A
13	4	Red Lobster Management LLC	General Unsecured Claims	B17 VENTURES LLC	\$4,792.46	A
10391	4	Red Lobster Management LLC	General Unsecured Claims	BAKER & HOSTETLER LLP	\$512,449.39	A
10433	4	Red Lobster Management LLC	General Unsecured Claims	BEEM, MARK	\$581,735.32	A
83	4	Red Lobster Management LLC	General Unsecured Claims	BEHLE INC	\$2,161.04	A
49	4	Red Lobster Management LLC	General Unsecured Claims	BENT CARYL & KROLL LLP	\$1,013.00	A
10006	4	Red Lobster Management LLC	General Unsecured Claims	BLACK DIAMOND PLUMBING & MECHANICAL INC	\$771.36	A
10221	4	Red Lobster Management LLC	General Unsecured Claims	BREEN, NORMAN TIMOTHY	\$6,126.18	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10028	4	Red Lobster Management LLC	General Unsecured Claims	BRITE FUTURE PLUMBING INC	\$9,877.75	A
10142	4	Red Lobster Management LLC	General Unsecured Claims	BUYER ADVERTISING INC	\$2,100.00	A
55	4	Red Lobster Management LLC	General Unsecured Claims	C&C REFRIGERATION INC	\$5,049.79	A
10400	4	Red Lobster Management LLC	General Unsecured Claims	CENTRAL PLUMBING AND MECHANICAL INC	\$1,226.65	A
254	4	Red Lobster Management LLC	General Unsecured Claims	CENTRAL VALLEY GARDENING	\$4,070.00	A
307	4	Red Lobster Management LLC	General Unsecured Claims	CERTIFIED PRECISION CARPET CLEANING	\$8,470.33	A
62	4	Red Lobster Management LLC	General Unsecured Claims	CHACON, JORGE ALBERTO	\$525.00	A
188	4	Red Lobster Management LLC	General Unsecured Claims	CHARLES D RILEY INC	\$3,665.38	A
10200	4	Red Lobster Management LLC	General Unsecured Claims	CHURCHILL LINEN	\$3,532.16	A
10255	4	Red Lobster Management LLC	General Unsecured Claims	CITY OF PRESCOTT, AN AZ MUNICIPAL CORP	\$1,673.38	A
10358	4	Red Lobster Management LLC	General Unsecured Claims	CITY SECURITY SERVICES HTX LLC	\$48,211.88	A
10012	4	Red Lobster Management LLC	General Unsecured Claims	CITY WIDE SEWER AND DRAIN CORP	\$3,327.51	A
10275	4	Red Lobster Management LLC	General Unsecured Claims	CL O'BRIEN PLUMBING	\$3,275.34	A
10367	4	Red Lobster Management LLC	General Unsecured Claims	CLAY'S REFRIGERATION	\$15,327.60	R
10452	4	Red Lobster Management LLC	General Unsecured Claims	COOPER, ELAINE	\$1.00	R
10457	4	Red Lobster Management LLC	General Unsecured Claims	COSTA DO SOESTO LLC	\$482,933.77	A
56	4	Red Lobster Management LLC	General Unsecured Claims	COUFFLEY HSC	\$4,186.95	A
10122	4	Red Lobster Management LLC	General Unsecured Claims	COX, KENDALL	\$1.00	A
10299	4	Red Lobster Management LLC	General Unsecured Claims	CRYSTAL CLEAR AQUARIUM SERVICE LLC	\$2,155.34	A
208	4	Red Lobster Management LLC	General Unsecured Claims	CULLUM ELECTRIC & MECHANICAL INC	\$570.00	A
179	4	Red Lobster Management LLC	General Unsecured Claims	CUSTOM GASKETS NW LLC	\$5,345.09	R
10357	4	Red Lobster Management LLC	General Unsecured Claims	D & LS INC	\$19,921.00	A
10272	4	Red Lobster Management LLC	General Unsecured Claims	D & S CARPET CLEANING LLC	\$16,150.00	A
3	4	Red Lobster Management LLC	General Unsecured Claims	DACOTAH PAPER CO	\$1,202.75	A
10332	4	Red Lobster Management LLC	General Unsecured Claims	DAIGLE, DANNY	\$28,800.00	A
342	4	Red Lobster Management LLC	General Unsecured Claims	DARYL E SEIPLE JR LLC	\$75.58	A
10318	4	Red Lobster Management LLC	General Unsecured Claims	DAWSON III, HORACE GREELEY	\$886,324.63	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10319	4	Red Lobster Management LLC	General Unsecured Claims	DAWSON, HORACE G, III	\$890,487.81	A
10032	4	Red Lobster Management LLC	General Unsecured Claims	DEMPSEY UNIFORM & LINEN SUPPLY INC	\$11,014.62	A
17	4	Red Lobster Management LLC	General Unsecured Claims	DIAMOND TECH POWER WASH SYSTEMS	\$450.00	A
10179	4	Red Lobster Management LLC	General Unsecured Claims	DIVERSIFIED FOODSERVICE SUPPLY LLC	\$87,707.73	A
108	4	Red Lobster Management LLC	General Unsecured Claims	DIXIE ELECTRIC INC	\$5,848.34	A
10355	4	Red Lobster Management LLC	General Unsecured Claims	DUCHANE, DARRYL D	\$117,058.89	A
133	4	Red Lobster Management LLC	General Unsecured Claims	DUFFY'S AIS LLC	\$14,873.44	A
10170	4	Red Lobster Management LLC	General Unsecured Claims	EDWARDS ELECTRICAL & MECHANICAL INC	\$9,536.17	A
10404	4	Red Lobster Management LLC	General Unsecured Claims	ELECTRIC GREEN LAWN SERVICE	\$26,200.00	A
5	4	Red Lobster Management LLC	General Unsecured Claims	ELECTRO SYSTEMS ELECTRIC	\$6,980.02	A
215	4	Red Lobster Management LLC	General Unsecured Claims	EXPERT AIR INC	\$10,253.41	A
301	4	Red Lobster Management LLC	General Unsecured Claims	EXTREME STEAM CLEANING	\$3,800.00	A
10480	4	Red Lobster Management LLC	General Unsecured Claims	FASTRANS LOGISTICS INC	\$14,020.55	A
10201	4	Red Lobster Management LLC	General Unsecured Claims	FEDERAL HEATH SIGN CO	\$93,896.50	A
10289	4	Red Lobster Management LLC	General Unsecured Claims	FIVE STAR RESTAURANT REPAIR	\$7,697.06	A
10031	4	Red Lobster Management LLC	General Unsecured Claims	FLIPSIDE COMMERCIAL SERVICES LLC	\$1,364.25	A
214	4	Red Lobster Management LLC	General Unsecured Claims	FMS LAWN AND LANDSCAPE	\$3,185.96	A
318	4	Red Lobster Management LLC	General Unsecured Claims	FOWLKES, CHERYL A	\$6,262.52	A
10326	4	Red Lobster Management LLC	General Unsecured Claims	FRANCIS RESTAURANT INDUSTRY EQUIPMENT	\$10,698.80	A
10252	4	Red Lobster Management LLC	General Unsecured Claims	FRANSEN'S ELECTRIC LLC	\$935.04	A
295	4	Red Lobster Management LLC	General Unsecured Claims	FRONTLINE VENTURES LLC	\$1,280.72	A
10007	4	Red Lobster Management LLC	General Unsecured Claims	GASKET GUY LLC, THE	\$5,608.00	A
207	4	Red Lobster Management LLC	General Unsecured Claims	GEORGE, NANCY M	\$1.00	A
159	4	Red Lobster Management LLC	General Unsecured Claims	GEORGES RAINBOW PET SHOP	\$5,010.00	A
10334	4	Red Lobster Management LLC	General Unsecured Claims	GJ HOLSWORTH & SON INC	\$6,381.55	A
10047	4	Red Lobster Management LLC	General Unsecured Claims	GLANZ ELECTRICAL CONTRACTING INC	\$1,573.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
222	4	Red Lobster Management LLC	General Unsecured Claims	GREEN CABBAGE LLC	\$8,146.07	A
10343	4	Red Lobster Management LLC	General Unsecured Claims	GREEN UP TURF CARE LLC	\$22,105.17	A
85	4	Red Lobster Management LLC	General Unsecured Claims	GREG'S COMMERCIALS SERVICES LLC	\$22,664.83	A
10061	4	Red Lobster Management LLC	General Unsecured Claims	GRISS, CODY	\$360.00	A
10184	4	Red Lobster Management LLC	General Unsecured Claims	GRUVER SUBWAY LLC	\$2,057.99	A
10082	4	Red Lobster Management LLC	General Unsecured Claims	HALPERIN, MICHAEL B.	\$73,665.37	A
10116	4	Red Lobster Management LLC	General Unsecured Claims	HAROLD'S UPHOLSTERY INC	\$1,709.20	A
10222	4	Red Lobster Management LLC	General Unsecured Claims	HARRS, SHAWN	\$15,618.74	A
10420	4	Red Lobster Management LLC	General Unsecured Claims	HD LANDSCAPE LLC	\$29,516.40	A
10458	4	Red Lobster Management LLC	General Unsecured Claims	HEBEL, INGRID	\$164,995.00	A
10217	4	Red Lobster Management LLC	General Unsecured Claims	HENNY PENNY CORPORATION	\$74,011.98	A
10092	4	Red Lobster Management LLC	General Unsecured Claims	HILL ELECTRIC INC	\$1,785.01	A
337	4	Red Lobster Management LLC	General Unsecured Claims	ILLINOIS VALLEY EXCAVATING INC	\$5,701.81	A
10509	4	Red Lobster Management LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$2.00	A
10399	4	Red Lobster Management LLC	General Unsecured Claims	IZQUIERDO, AMIRA	\$1.00	A
114	4	Red Lobster Management LLC	General Unsecured Claims	J & J LOCKSMITHS	\$2,118.92	A
10237	4	Red Lobster Management LLC	General Unsecured Claims	J&J CARPET CLEANING LLC	\$7,400.00	A
264	4	Red Lobster Management LLC	General Unsecured Claims	J&R UPHOLSTERY AND BLINDS INC	\$6,856.99	A
10014	4	Red Lobster Management LLC	General Unsecured Claims	JAN FERGUSON INC	\$7,312.67	A
10097	4	Red Lobster Management LLC	General Unsecured Claims	JAY'S LAWNSCAPES	\$22,200.00	R
73	4	Red Lobster Management LLC	General Unsecured Claims	JIM LEACH LLC	\$1,678.35	A
237	4	Red Lobster Management LLC	General Unsecured Claims	JIM SPOSATO LANDSCAPE MAINTENANCE	\$2,800.00	A
372	4	Red Lobster Management LLC	General Unsecured Claims	JOHN PALMER ELECTRIC CO	\$21,887.49	A
10418	4	Red Lobster Management LLC	General Unsecured Claims	JOHNS, KATHY	\$1.00	A
268	4	Red Lobster Management LLC	General Unsecured Claims	JONES CARPET CLEANING	\$924.50	A
368	4	Red Lobster Management LLC	General Unsecured Claims	JOSEPH T BERRENA MECHANICALS INC	\$9,174.08	R
10191	4	Red Lobster Management LLC	General Unsecured Claims	JOYNER ELECTRIC AND SECURITY INC	\$680.00	A
10304	4	Red Lobster Management LLC	General Unsecured Claims	KAGE COMMERCIAL APPLIANCE REPAIR	\$2,175.97	A
147	4	Red Lobster Management LLC	General Unsecured Claims	KEISTER, JAN	\$100.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
95	4	Red Lobster Management LLC	General Unsecured Claims	KELLER'S BRITE-WAY WINDOW CLEANING	\$875.00	A
356	4	Red Lobster Management LLC	General Unsecured Claims	KEYSER FLOORING ILD	\$11,892.48	A
10385	4	Red Lobster Management LLC	General Unsecured Claims	KITTERMAN, LILA	\$1.00	A
10262	4	Red Lobster Management LLC	General Unsecured Claims	KOOL KLEEN INC	\$8,973.45	A
10350	4	Red Lobster Management LLC	General Unsecured Claims	LACKEY ELECTRIC & REFRIGERATION	\$6,717.48	A
279	4	Red Lobster Management LLC	General Unsecured Claims	LANE CONTRACTORS LLC	\$3,241.00	A
10177	4	Red Lobster Management LLC	General Unsecured Claims	LAWNS LTD INC	\$2,757.13	A
10317	4	Red Lobster Management LLC	General Unsecured Claims	LINDER AND ASSOCIATES INC	\$24,089.00	A
139	4	Red Lobster Management LLC	General Unsecured Claims	LIVESAY, MATTHEW P	\$659,718.58	A
191	4	Red Lobster Management LLC	General Unsecured Claims	LIZZI & LIZZI INC	\$6,784.00	A
10523	4	Red Lobster Management LLC	General Unsecured Claims	MACRAE, MICHAEL S	\$99,284.02	A
352	4	Red Lobster Management LLC	General Unsecured Claims	MALLANG PRESSURE WASHING & PARKING LOT	\$342.55	A
78	4	Red Lobster Management LLC	General Unsecured Claims	MARINE DESIGN & SERVICE	\$1,883.33	R
10296	4	Red Lobster Management LLC	General Unsecured Claims	MARK LYNDE ENTERPRISES INC	\$2,080.00	A
10366	4	Red Lobster Management LLC	General Unsecured Claims	MASTER DRY CLEANING AND RESTORATION INC	\$16,377.28	R
10118	4	Red Lobster Management LLC	General Unsecured Claims	MATCO ELECTRIC CORPORATION	\$1,830.38	A
10139	4	Red Lobster Management LLC	General Unsecured Claims	MATTHEW KANDEFER INC	\$2,671.65	A
10131	4	Red Lobster Management LLC	General Unsecured Claims	MAYER PLUMBING LLC	\$2,969.00	A
10186	4	Red Lobster Management LLC	General Unsecured Claims	MAYFIELD, LONNIE	\$1.00	A
291	4	Red Lobster Management LLC	General Unsecured Claims	MAYRA'S LAWN CARE	\$3,430.00	A
10383	4	Red Lobster Management LLC	General Unsecured Claims	MCGINN, JOSEPH M	\$53,527.61	A
81	4	Red Lobster Management LLC	General Unsecured Claims	MIDDLEBROOKS ELECTRIC	\$8,274.72	A
10533	4	Red Lobster Management LLC	General Unsecured Claims	MOHLMAN, MARGARET M	\$1.00	R
10529	4	Red Lobster Management LLC	General Unsecured Claims	MOHLMAN, STEWART B	\$1.00	R
10043	4	Red Lobster Management LLC	General Unsecured Claims	MORGUARD BOYNTON TOWN CENTER INC	\$1,029,306.66	A
10081	4	Red Lobster Management LLC	General Unsecured Claims	MR CUTTER LAWN CARE	\$1,800.00	A
10147	4	Red Lobster Management LLC	General Unsecured Claims	MYEMPLOYEES	\$31,968.33	A
10537	4	Red Lobster Management LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
57	4	Red Lobster Management LLC	General Unsecured Claims	NASHVILLE PROPERTY SERVICES INC	\$2,870.00	A
269	4	Red Lobster Management LLC	General Unsecured Claims	NAUTICAL FURNISHINGS LLC	\$7,156.75	A
91	4	Red Lobster Management LLC	General Unsecured Claims	NEW WAY LANDSCAPE & TREE SERVICES	\$787.50	A
336	4	Red Lobster Management LLC	General Unsecured Claims	NEWBOLD EQUIPMENT & CONSTRUCTION SVCS	\$3,975.22	A
10165	4	Red Lobster Management LLC	General Unsecured Claims	NORTH CAROLINA DEPARTMENT OF LABOR	\$100.00	A
127	4	Red Lobster Management LLC	General Unsecured Claims	NORTHERN PLAINS PLUMBING & HEATING INC	\$4,550.00	A
156	4	Red Lobster Management LLC	General Unsecured Claims	NORTHWEST REFRIGERATION	\$501.00	A
10467	4	Red Lobster Management LLC	General Unsecured Claims	NUTRI-LAWN SUDBURY	\$11,966.70	A
10087	4	Red Lobster Management LLC	General Unsecured Claims	OCEAN PRO	\$4,370.00	A
292	4	Red Lobster Management LLC	General Unsecured Claims	OGOMITAN DEEP CLEANING SERVICES	\$1,658.50	A
10312	4	Red Lobster Management LLC	General Unsecured Claims	PALMETTO LAWN CARE	\$17,538.08	A
10389	4	Red Lobster Management LLC	General Unsecured Claims	PARTS TOWN LLC	\$27,395.81	A
359	4	Red Lobster Management LLC	General Unsecured Claims	PAVEMENT MAINTENANCE INC	\$156.05	A
10101	4	Red Lobster Management LLC	General Unsecured Claims	PEARSON PLUMBING AND HEATING CO	\$170.00	A
275	4	Red Lobster Management LLC	General Unsecured Claims	PET PARADISE OF SPRINGHILL INC	\$1,480.00	A
10267	4	Red Lobster Management LLC	General Unsecured Claims	PIECE MANAGEMENT INC	\$51,664.73	A
10193	4	Red Lobster Management LLC	General Unsecured Claims	PRECISION ELECTRICAL SYSTEMS INC	\$10,662.61	A
10199	4	Red Lobster Management LLC	General Unsecured Claims	PROFESSIONAL WINDOW CLEANING	\$1.00	A
10135	4	Red Lobster Management LLC	General Unsecured Claims	PRO-TECH MAINTENANCE AND REPAIR	\$9,133.83	A
10528	4	Red Lobster Management LLC	General Unsecured Claims	QUALITY CARE PROPERTY MAINTENANCE & LAND	\$13,560.00	A
70	4	Red Lobster Management LLC	General Unsecured Claims	QUALITY REFRIGERATION INC	\$16,557.83	A
10084	4	Red Lobster Management LLC	General Unsecured Claims	QUICK SERVANT	\$11,907.80	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10360	4	Red Lobster Management LLC	General Unsecured Claims	REED, ROSALYN	\$1.00	R
10066	4	Red Lobster Management LLC	General Unsecured Claims	RELIABLE GASKETS USA LLC	\$5,116.60	A
10331	4	Red Lobster Management LLC	General Unsecured Claims	ROBERT L NICHOLS ENTERPRISES INC	\$384.96	R
234	4	Red Lobster Management LLC	General Unsecured Claims	ROMANO'S CARPET CARE	\$1,600.00	R
10466	4	Red Lobster Management LLC	General Unsecured Claims	ROONEY CLEANING COMPANY LLC	\$7,661.30	R
10021	4	Red Lobster Management LLC	General Unsecured Claims	RYAN ELECTRICAL SERVICES INC	\$345.00	A
178	4	Red Lobster Management LLC	General Unsecured Claims	SANDERS ENTERPRISES INC	\$275.00	R
10380	4	Red Lobster Management LLC	General Unsecured Claims	SAWAN, CURTIS	\$142,784.09	A
289	4	Red Lobster Management LLC	General Unsecured Claims	SEAHORSE AQUASCAPE	\$4,658.13	A
27	4	Red Lobster Management LLC	General Unsecured Claims	SHOAF, DAVID	\$19,727.29	A
112	4	Red Lobster Management LLC	General Unsecured Claims	SHOCK-A-DOO ELECTRIC INC	\$928.00	A
10207	4	Red Lobster Management LLC	General Unsecured Claims	SIERRA SALTWATER SYSTEMS	\$1,199.96	A
10292	4	Red Lobster Management LLC	General Unsecured Claims	SMITH II, REXFORD L	\$279,401.27	R
34	4	Red Lobster Management LLC	General Unsecured Claims	SNAKE KING PLUMBING/DRAIN CLEANING, THE	\$2,149.40	A
10315	4	Red Lobster Management LLC	General Unsecured Claims	SOAK AND SHINE LLC	\$400.00	A
10064	4	Red Lobster Management LLC	General Unsecured Claims	SSI - STRATEGIC SOLUTIONS INC	\$133,033.95	A
10449	4	Red Lobster Management LLC	General Unsecured Claims	ST JOHN AMBULANCE	\$140.00	A
338	4	Red Lobster Management LLC	General Unsecured Claims	STEAMWAY CARPET CLEANERS INC	\$1,900.00	A
224	4	Red Lobster Management LLC	General Unsecured Claims	STRAUBTEK LLC	\$6,585.27	A
10280	4	Red Lobster Management LLC	General Unsecured Claims	SUBURBAN NATURAL GAS COMPANY	\$2,857.20	A
10423	4	Red Lobster Management LLC	General Unsecured Claims	TANK DOCTOR	\$1,866.14	A
10180	4	Red Lobster Management LLC	General Unsecured Claims	TEXAS A/C REFRIGERATION	\$7,780.82	A
10035	4	Red Lobster Management LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10056	4	Red Lobster Management LLC	General Unsecured Claims	THAI UNION INVESTMENTS NORTH AMERICA LLC	\$5,804,693.00	R
10059	4	Red Lobster Management LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)elect
10507	4	Red Lobster Management LLC	General Unsecured Claims	TJS PLUMBING & HEATING INC	\$4,870.96	A
10500	4	Red Lobster Management LLC	General Unsecured Claims	TLC PLUMBING INC	\$3,470.00	A
10241	4	Red Lobster Management LLC	General Unsecured Claims	TOM'S POWER WASHING	\$500.00	A
325	4	Red Lobster Management LLC	General Unsecured Claims	TRUGREEN	\$66.34	A
10454	4	Red Lobster Management LLC	General Unsecured Claims	TUMEX CORPORATION	\$2,250.90	A
10411	4	Red Lobster Management LLC	General Unsecured Claims	UNIT MECHANICAL SERVICES LTD	\$3,983.07	A
10430	4	Red Lobster Management LLC	General Unsecured Claims	VANDERSLICE, ADAM ROBERT	\$36,760.63	A
10498	4	Red Lobster Management LLC	General Unsecured Claims	WALKER, TRACY	\$1.00	A
10464	4	Red Lobster Management LLC	General Unsecured Claims	WALTER'S EQUIPMENT SERVICE LLC	\$1,760.18	R
44	4	Red Lobster Management LLC	General Unsecured Claims	WAYNE WILKINS LOCK & SAFE SERVICE	\$119.01	A
10196	4	Red Lobster Management LLC	General Unsecured Claims	WESTERN DISPOSAL SERVICES	\$578.00	A
265	4	Red Lobster Management LLC	General Unsecured Claims	WEWJA	\$559.00	R
10341	4	Red Lobster Management LLC	General Unsecured Claims	WHITFLOW, JARRETT	\$62,400.00	A
273	4	Red Lobster Management LLC	General Unsecured Claims	WILKERSON, STEVEN P	\$663.70	A
331	4	Red Lobster Management LLC	General Unsecured Claims	WM T SPAEDER CO	\$35,586.27	A
10388	4	Red Lobster Management LLC	General Unsecured Claims	WOLFE, DEANNA L	\$46,197.07	A
10178	4	Red Lobster Management LLC	General Unsecured Claims	YESCO LLC	\$2,815.54	A
375	4	Red Lobster Management LLC	General Unsecured Claims	YOUR ENVIRONMENT'S SOLUTION INC	\$32,127.03	A
10477	4	Red Lobster of Bel Air, Inc.	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10525	4	Red Lobster of Bel Air, Inc.	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10538	4	Red Lobster of Bel Air, Inc.	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10053	4	Red Lobster of Bel Air, Inc.	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10077	4	Red Lobster of Bel Air, Inc.	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10478	4	Red Lobster of Texas, Inc.	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10282	4	Red Lobster of Texas, Inc.	General Unsecured Claims	BCT FACILITIES	\$9,055.13	A
10339	4	Red Lobster of Texas, Inc.	General Unsecured Claims	BLACK PLUMBING SERVICES LLC	\$1,514.29	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10359	4	Red Lobster of Texas, Inc.	General Unsecured Claims	CITY SECURITY SERVICES HTX LLC	\$48,211.88	A
130	4	Red Lobster of Texas, Inc.	General Unsecured Claims	COBBLE STONE TEXAS LLC	\$889.28	A
10492	4	Red Lobster of Texas, Inc.	General Unsecured Claims	COMPANY HARRIS FENCE & LANDSCAPING CO	\$660.00	A
10033	4	Red Lobster of Texas, Inc.	General Unsecured Claims	COOKING EQUIPMENT SPECIALIST LLC	\$4,736.68	A
226	4	Red Lobster of Texas, Inc.	General Unsecured Claims	D LARIAT D ENTERPRISES INC	\$10,657.89	A
10188	4	Red Lobster of Texas, Inc.	General Unsecured Claims	EBOA AMERICAN RESTAURANT SOLUTIONS INC	\$3,525.84	A
10520	4	Red Lobster of Texas, Inc.	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10539	4	Red Lobster of Texas, Inc.	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
186	4	Red Lobster of Texas, Inc.	General Unsecured Claims	PITHER PLUMBING CO INC	\$1,160.34	A
252	4	Red Lobster of Texas, Inc.	General Unsecured Claims	STRICKLAND PLUMBING & HVAC INC	\$750.03	A
10051	4	Red Lobster of Texas, Inc.	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10074	4	Red Lobster of Texas, Inc.	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
MB001.001	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.002	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.003	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.004	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.005	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.006	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.007	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.008	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.009	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.010	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.011	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.012	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.013	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.014	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.015	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.016	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
MB001.017	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.018	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.019	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.020	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.021	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.022	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.023	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.024	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.025	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.026	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.027	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.028	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.029	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.030	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.031	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.032	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.033	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.034	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.035	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.036	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.037	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.038	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.039	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.040	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.041	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.042	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.043	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.044	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.045	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.046	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.047	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.048	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.049	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.050	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.051	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.052	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.053	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.054	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
MB001.055	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.056	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.057	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.058	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.059	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.060	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.061	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.062	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.063	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.064	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.065	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.066	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.067	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.068	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.069	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.070	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.071	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.072	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.073	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.074	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.075	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.076	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.077	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.078	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.079	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.080	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.081	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.082	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.083	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.084	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.085	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.086	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.087	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.088	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.089	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.090	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.091	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.092	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
MB001.093	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.094	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.096	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.097	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.098	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.099	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.100	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.101	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.102	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.103	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.104	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.105	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.106	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.107	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.108	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.109	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.110	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.111	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.112	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.113	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.114	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.115	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.116	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.117	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.118	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.119	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.120	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.121	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.122	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.123	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.124	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.125	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.126	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.127	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.128	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.129	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.130	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.131	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A

Exhibit A1

Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
MB001.132	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.133	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.134	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.135	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.136	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.137	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.138	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.139	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.140	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.141	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.142	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.143	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.144	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
MB001.145	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
10277	4	Red Lobster Restaurants LLC	General Unsecured Claims	1 HANDY GUY LLC	\$1,585.00	A
60	4	Red Lobster Restaurants LLC	General Unsecured Claims	A & B LOCK SAFE CO INC	\$2,032.25	A
28	4	Red Lobster Restaurants LLC	General Unsecured Claims	A&B LOCK & SAFE COMPANY	\$2,180.50	A
125	4	Red Lobster Restaurants LLC	General Unsecured Claims	ABBOTT, MICHAEL	\$505.72	A
10019	4	Red Lobster Restaurants LLC	General Unsecured Claims	ACE SIGN CO	\$117.00	A
98	4	Red Lobster Restaurants LLC	General Unsecured Claims	ACTION GLASS & MIRROR INC.	\$551.76	A
244	4	Red Lobster Restaurants LLC	General Unsecured Claims	ADAMS REFRIGERATION & RESTAURANT	\$9,347.47	A
10444	4	Red Lobster Restaurants LLC	General Unsecured Claims	AFNA CONTRACTING INC	\$17,515.00	A
10284	4	Red Lobster Restaurants LLC	General Unsecured Claims	AIR COMFORT REFRIGERATION & HVAC LLC	\$45,565.24	A
10174	4	Red Lobster Restaurants LLC	General Unsecured Claims	AKEHURST LANDSCAPE SERVICE INC	\$9,679.58	A
10148	4	Red Lobster Restaurants LLC	General Unsecured Claims	ALL TERRAIN PONDS AND SPRINKLERS	\$1,851.34	A
10190	4	Red Lobster Restaurants LLC	General Unsecured Claims	ALL-AMERICAN CARPET CARE	\$2,400.00	A
10361	4	Red Lobster Restaurants LLC	General Unsecured Claims	ALPINE REFRIGERATION INC	\$24,971.04	A
10138	4	Red Lobster Restaurants LLC	General Unsecured Claims	AMERICAN PLUMBING CONTRACTORS	\$1,542.70	A
10268	4	Red Lobster Restaurants LLC	General Unsecured Claims	AMPHION	\$8,049.62	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)elect
332	4	Red Lobster Restaurants LLC	General Unsecured Claims	AQUARIUM MAINTENANCE AND SERVICE	\$1,448.79	A
10372	4	Red Lobster Restaurants LLC	General Unsecured Claims	AQUARIUM SERVICES.	\$191.44	A
169	4	Red Lobster Restaurants LLC	General Unsecured Claims	AQUATIC IMPRESSIONS LLC	\$2,149.29	A
46	4	Red Lobster Restaurants LLC	General Unsecured Claims	ARCTIC REFRIGERATION INC	\$653.75	A
10218	4	Red Lobster Restaurants LLC	General Unsecured Claims	ARES OF GEORGIA LLC	\$6,159.54	A
230	4	Red Lobster Restaurants LLC	General Unsecured Claims	AROUND THE CLOCK PLUMBING	\$10,993.00	A
10128	4	Red Lobster Restaurants LLC	General Unsecured Claims	ART BASS	\$9,997.53	A
58	4	Red Lobster Restaurants LLC	General Unsecured Claims	ATLANTIC BUILDING & REMODELING INC	\$14,880.00	A
10495	4	Red Lobster Restaurants LLC	General Unsecured Claims	AZAR ELECTRIC INC	\$9,496.72	A
72	4	Red Lobster Restaurants LLC	General Unsecured Claims	BARROW INC	\$2,072.13	A
10163	4	Red Lobster Restaurants LLC	General Unsecured Claims	BATTERY SOURCE, THE	\$39.70	R
10094	4	Red Lobster Restaurants LLC	General Unsecured Claims	BAY CORP INC	\$1,350.00	A
10185	4	Red Lobster Restaurants LLC	General Unsecured Claims	BEISHIR KEY & LOCK SVC	\$327.75	A
217	4	Red Lobster Restaurants LLC	General Unsecured Claims	BIG JACKS SNOW REMOVED	\$1,185.00	A
10119	4	Red Lobster Restaurants LLC	General Unsecured Claims	BLACKWELL, KARON	\$1.00	A
10242	4	Red Lobster Restaurants LLC	General Unsecured Claims	BOB & DAVE'S LAWN & LANDSCAPE MAINT INC	\$3,289.73	A
146	4	Red Lobster Restaurants LLC	General Unsecured Claims	BOEHL STOPHER & GRAVES LLP	\$1,271.00	A
59	4	Red Lobster Restaurants LLC	General Unsecured Claims	BOWERS, KEVIN F	\$1.00	A
148	4	Red Lobster Restaurants LLC	General Unsecured Claims	BREN-MARK INC	\$247.00	A
10271	4	Red Lobster Restaurants LLC	General Unsecured Claims	BROWN ELECTRIC SERVICES INC	\$3,383.22	A
221	4	Red Lobster Restaurants LLC	General Unsecured Claims	BRYAN RENTAL INC	\$25,013.38	R
150	4	Red Lobster Restaurants LLC	General Unsecured Claims	C&C MECHANICAL LLC	\$1,308.75	A
131	4	Red Lobster Restaurants LLC	General Unsecured Claims	C+M REFRIGERATION SALES + SERVICE INC	\$19,579.67	A
39	4	Red Lobster Restaurants LLC	General Unsecured Claims	CAROLINA RSC	\$310.00	A
143	4	Red Lobster Restaurants LLC	General Unsecured Claims	CARPET CARE CENTER	\$796.00	A
103	4	Red Lobster Restaurants LLC	General Unsecured Claims	CAVANAUGH ELECTRICAL CONTRACTING INC	\$1,043.41	A
10159	4	Red Lobster Restaurants LLC	General Unsecured Claims	CEILING PRO OF MIDWEST IN	\$1,995.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)reject
10402	4	Red Lobster Restaurants LLC	General Unsecured Claims	CENTRAL PLUMBING & MECH INC	\$1,074.65	A
256	4	Red Lobster Restaurants LLC	General Unsecured Claims	CENTRAL VALLEY GARDENING	\$4,070.00	A
305	4	Red Lobster Restaurants LLC	General Unsecured Claims	CERTIFIED PRECISION CARPET CLEANING LLC	\$1,786.10	A
10354	4	Red Lobster Restaurants LLC	General Unsecured Claims	CHRIS DOWNING 117 SERVICE LLC	\$2,762.36	A
162	4	Red Lobster Restaurants LLC	General Unsecured Claims	CLEARVIEW CLEANING SERVICES INC	\$2,800.00	A
10229	4	Red Lobster Restaurants LLC	General Unsecured Claims	COKER SERVICE INC	\$5,599.87	A
104	4	Red Lobster Restaurants LLC	General Unsecured Claims	COMFORT FARMS LLC	\$1,440.00	R
10246	4	Red Lobster Restaurants LLC	General Unsecured Claims	COMMERCIAL KITCHEN INSTALLERS INC	\$8,213.61	A
10453	4	Red Lobster Restaurants LLC	General Unsecured Claims	COOPER, ELAINE	\$1.00	R
182	4	Red Lobster Restaurants LLC	General Unsecured Claims	COOPS PLUMBING SERVICE	\$680.58	A
10124	4	Red Lobster Restaurants LLC	General Unsecured Claims	COX, KENDALL	\$1.00	A
181	4	Red Lobster Restaurants LLC	General Unsecured Claims	CRAIG LANDON OSBURN	\$800.00	A
10306	4	Red Lobster Restaurants LLC	General Unsecured Claims	CRUZ, JESUS	\$4,750.00	A
10300	4	Red Lobster Restaurants LLC	General Unsecured Claims	CRYSTAL CLEAR AQUARIUM SERVICE LLC	\$864.38	A
10153	4	Red Lobster Restaurants LLC	General Unsecured Claims	CRYSTAL LAWN INC	\$1,012.99	A
210	4	Red Lobster Restaurants LLC	General Unsecured Claims	CULLUM ELECTRIC & MECHANICAL INC	\$570.00	A
196	4	Red Lobster Restaurants LLC	General Unsecured Claims	CUTTING EDGE LANDSCAPES INC	\$8,214.90	A
10356	4	Red Lobster Restaurants LLC	General Unsecured Claims	D & LS INC	\$17,230.00	A
110	4	Red Lobster Restaurants LLC	General Unsecured Claims	D&J SERVICES	\$2,779.50	A
10150	4	Red Lobster Restaurants LLC	General Unsecured Claims	DAVID LONG & ASSOCIATES INC	\$4,413.79	A
10005	4	Red Lobster Restaurants LLC	General Unsecured Claims	DEMPSEY UNIFORM & LINEN SUPPLY	\$9,897.89	A
10024	4	Red Lobster Restaurants LLC	General Unsecured Claims	DENVER CUTLERY INC	\$250.40	A
10210	4	Red Lobster Restaurants LLC	General Unsecured Claims	DEPENDABLE BUILDING MAINTENANCE SVC LLC	\$86,101.49	A
141	4	Red Lobster Restaurants LLC	General Unsecured Claims	DERHEIMER PLUMBING-HEATING-AC INC	\$778.49	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
109	4	Red Lobster Restaurants LLC	General Unsecured Claims	DIXIE ELECTRIC INC/TONY'S TRENCH	\$4,027.00	A
10379	4	Red Lobster Restaurants LLC	General Unsecured Claims	DMC SERVICES LLC	\$4,440.00	R
10273	4	Red Lobster Restaurants LLC	General Unsecured Claims	DOUGLAS H SIM	\$1,800.00	A
36	4	Red Lobster Restaurants LLC	General Unsecured Claims	DR VINYL OF GREATER PEORIA EASTERS LOCK & SECURITY SOLUTIONS INC	\$1,512.00	A
10156	4	Red Lobster Restaurants LLC	General Unsecured Claims	EKTOS LLC	\$757.19	A
171	4	Red Lobster Restaurants LLC	General Unsecured Claims	EL-JAY PLUMBING & HEATING INC	\$16,818.00	A
10363	4	Red Lobster Restaurants LLC	General Unsecured Claims	ELLET NEON SALES & SERVICE INC	\$762.50	A
10436	4	Red Lobster Restaurants LLC	General Unsecured Claims	EMERALD PLANT SERVICES INC	\$1,232.93	A
286	4	Red Lobster Restaurants LLC	General Unsecured Claims	EMERGENCY ICE INC	\$360.00	A
351	4	Red Lobster Restaurants LLC	General Unsecured Claims	ENERCO ELECTRIC CO INC	\$2,019.79	A
10172	4	Red Lobster Restaurants LLC	General Unsecured Claims	ESTEVAN VEGA	\$4,583.00	A
10286	4	Red Lobster Restaurants LLC	General Unsecured Claims	EXTERIOR VIEW INC	\$6,933.77	A
229	4	Red Lobster Restaurants LLC	General Unsecured Claims	FEPSCO INC	\$5,914.39	A
10166	4	Red Lobster Restaurants LLC	General Unsecured Claims	FIESELER NEON SIGN CO INC	\$1,522.65	A
225	4	Red Lobster Restaurants LLC	General Unsecured Claims	FIRST AND MAIN LLC	\$735.20	A
10062	4	Red Lobster Restaurants LLC	General Unsecured Claims	FISH WINDOW CLEANING	\$2,302.80	A
10003	4	Red Lobster Restaurants LLC	General Unsecured Claims	FIVE STAR RESTAURANT REPAIR AND SALES	\$3,045.00	A
10288	4	Red Lobster Restaurants LLC	General Unsecured Claims	FRONTLINE VENTURES LLC	\$3,628.30	A
296	4	Red Lobster Restaurants LLC	General Unsecured Claims	GARR ELECTRIC INC	\$320.18	A
281	4	Red Lobster Restaurants LLC	General Unsecured Claims	GARTNER REFRIGERATION	\$11,874.34	A
212	4	Red Lobster Restaurants LLC	General Unsecured Claims	GARY BRINK INC	\$4,103.80	A
10197	4	Red Lobster Restaurants LLC	General Unsecured Claims	GARY SISK	\$5,037.81	A
10278	4	Red Lobster Restaurants LLC	General Unsecured Claims	GASKET GUY OF HAMPTON ROADS LLC	\$1,590.00	A
10016	4	Red Lobster Restaurants LLC	General Unsecured Claims	GASKET GUY OF SOUTHEAST WISCONSIN LLC	\$2,183.92	A
10314	4	Red Lobster Restaurants LLC	General Unsecured Claims	GASKETS ROCK INTERNATIONAL INC	\$468.78	A
10407	4	Red Lobster Restaurants LLC	General Unsecured Claims		\$18,864.37	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
199	4	Red Lobster Restaurants LLC	General Unsecured Claims	GENE RAY ELECTRIC CO INC	\$181.00	A
153	4	Red Lobster Restaurants LLC	General Unsecured Claims	GENTRY INC	\$476.00	R
10046	4	Red Lobster Restaurants LLC	General Unsecured Claims	GLANZ ELECTRICAL CONTRACTING INC	\$1,573.00	A
9	4	Red Lobster Restaurants LLC	General Unsecured Claims	GOHN & STAMBAUGH INC	\$228.00	A
10390	4	Red Lobster Restaurants LLC	General Unsecured Claims	GOLDEN-GLO CARPET CLEANERS INC	\$12,561.46	A
10096	4	Red Lobster Restaurants LLC	General Unsecured Claims	GREATSCAPES & MORE INC	\$436.72	A
311	4	Red Lobster Restaurants LLC	General Unsecured Claims	GREEN & GROW LLC	\$2,363.40	A
10342	4	Red Lobster Restaurants LLC	General Unsecured Claims	GREEN UP TURF CARE LLC	\$12,808.32	A
261	4	Red Lobster Restaurants LLC	General Unsecured Claims	GREENHEAD LOBSTER LLC	\$8,457.18	A
161	4	Red Lobster Restaurants LLC	General Unsecured Claims	GREENWAY PROPERTY LLC	\$1,435,084.98	A
86	4	Red Lobster Restaurants LLC	General Unsecured Claims	GREENWELL ACQUISITION CORPORATION	\$2,316.00	A
24	4	Red Lobster Restaurants LLC	General Unsecured Claims	GROTT LOCKSMITH CENTER INC	\$221.00	A
10333	4	Red Lobster Restaurants LLC	General Unsecured Claims	HAWC OF KANSAS	\$207.77	A
10421	4	Red Lobster Restaurants LLC	General Unsecured Claims	HD LANDSCAPE LLC	\$20,653.54	A
89	4	Red Lobster Restaurants LLC	General Unsecured Claims	HOLDEN, ANNE	\$0.75	A
10259	4	Red Lobster Restaurants LLC	General Unsecured Claims	HOMEYER LAWN SPRINKLER LLC	\$135.78	A
10474	4	Red Lobster Restaurants LLC	General Unsecured Claims	HOOKED ON FISH	\$9,553.53	R
284	4	Red Lobster Restaurants LLC	General Unsecured Claims	I D ASSOCIATES INC	\$5,311.00	A
233	4	Red Lobster Restaurants LLC	General Unsecured Claims	INDOORS ONLY	\$579.33	A
340	4	Red Lobster Restaurants LLC	General Unsecured Claims	INDUSTRIAL PLUMBING & HTG INC	\$5,476.10	A
82	4	Red Lobster Restaurants LLC	General Unsecured Claims	INDUSTRIAL STEAM CLEANING INC	\$2,306.00	A
10001	4	Red Lobster Restaurants LLC	General Unsecured Claims	IOWA WATER PRO	\$231.86	A
10510	4	Red Lobster Restaurants LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10401	4	Red Lobster Restaurants LLC	General Unsecured Claims	IZQUIERDO, AMIRA	\$1.00	A
158	4	Red Lobster Restaurants LLC	General Unsecured Claims	J & M AQUATICS INC	\$189.80	A
38	4	Red Lobster Restaurants LLC	General Unsecured Claims	J PS PLUMBING & HEATING INC	\$499.59	A
198	4	Red Lobster Restaurants LLC	General Unsecured Claims	J&S SERVICES INC	\$6,693.46	A
218	4	Red Lobster Restaurants LLC	General Unsecured Claims	JACK SCHOFFSTALL	\$1,280.00	A
282	4	Red Lobster Restaurants LLC	General Unsecured Claims	JAMES M BAKER	\$2,171.96	A
176	4	Red Lobster Restaurants LLC	General Unsecured Claims	JAMES M CLOSE JR	\$1,584.27	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10013	4	Red Lobster Restaurants LLC	General Unsecured Claims	JAN FERGUSON INC	\$3,672.34	A
10247	4	Red Lobster Restaurants LLC	General Unsecured Claims	JDCOR LLC	\$1,052.78	A
365	4	Red Lobster Restaurants LLC	General Unsecured Claims	JEFF M CONNOR	\$885.00	A
10102	4	Red Lobster Restaurants LLC	General Unsecured Claims	JOHN J BALDASSARI	\$5,220.00	A
236	4	Red Lobster Restaurants LLC	General Unsecured Claims	JORDAN ELECTRIC COMPANY INC	\$1,171.75	A
369	4	Red Lobster Restaurants LLC	General Unsecured Claims	JOSEPH T BERRENA MECHANICALS INC	\$5,883.27	R
142	4	Red Lobster Restaurants LLC	General Unsecured Claims	JOSEPH V POSKIN IV	\$796.00	A
10505	4	Red Lobster Restaurants LLC	General Unsecured Claims	KAUTZ CONSTRUCTION COMPANY	\$38,318.99	A
193	4	Red Lobster Restaurants LLC	General Unsecured Claims	KENNEDY PLUMBING AND HEATING INC	\$6,344.00	A
355	4	Red Lobster Restaurants LLC	General Unsecured Claims	KEYSER FLOORING 1 LP	\$6,192.66	A
245	4	Red Lobster Restaurants LLC	General Unsecured Claims	KHALSA MAINTENANCE & WINDOW CLEANING INC	\$2,070.00	A
315	4	Red Lobster Restaurants LLC	General Unsecured Claims	KING APPLIANCE LLC	\$16,947.77	A
152	4	Red Lobster Restaurants LLC	General Unsecured Claims	KINGDOM LAWN & LANDSCAPE LLC	\$5,699.00	A
349	4	Red Lobster Restaurants LLC	General Unsecured Claims	KNULL ENTERPRISES INC	\$60,168.01	A
350	4	Red Lobster Restaurants LLC	General Unsecured Claims	KNULL ENTERPRISES INC	\$24,510.68	A
10143	4	Red Lobster Restaurants LLC	General Unsecured Claims	KORRECT PLUMBING HEATING & A/C	\$2,038.33	A
334	4	Red Lobster Restaurants LLC	General Unsecured Claims	L AND H INC	\$2,007.69	A
10311	4	Red Lobster Restaurants LLC	General Unsecured Claims	LARRY DON MILES	\$8,961.84	A
180	4	Red Lobster Restaurants LLC	General Unsecured Claims	LEON, EMMANUEL	\$14,580.00	A
10239	4	Red Lobster Restaurants LLC	General Unsecured Claims	LEOS SEWER AND DRAIN SERVICE INC	\$7,282.00	A
118	4	Red Lobster Restaurants LLC	General Unsecured Claims	LIBERTY SERVICES INC	\$420.00	A
10460	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
10398	4	Red Lobster Restaurants LLC	General Unsecured Claims	MAID FOR GJ BIZ LLC	\$3,532.59	A
10499	4	Red Lobster Restaurants LLC	General Unsecured Claims	MAJOR, CYNTHIA	\$80,000.00	A
320	4	Red Lobster Restaurants LLC	General Unsecured Claims	MALLARY PRESSURE WASHING & PARKING LOT	\$204.75	A
10422	4	Red Lobster Restaurants LLC	General Unsecured Claims	MARK DANIEL COOK	\$1,131.14	A
138	4	Red Lobster Restaurants LLC	General Unsecured Claims	MARKA LLC	\$1,652.65	A
313	4	Red Lobster Restaurants LLC	General Unsecured Claims	MARTHA SKALECKI	\$339.20	A
10132	4	Red Lobster Restaurants LLC	General Unsecured Claims	MAYER PLUMBING LLC	\$2,969.00	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10322	4	Red Lobster Restaurants LLC	General Unsecured Claims	MAZAMA SERVICES LLC	\$1,681.00	A
10265	4	Red Lobster Restaurants LLC	General Unsecured Claims	MC INVESTMENTS INC	\$5,884.79	A
300	4	Red Lobster Restaurants LLC	General Unsecured Claims	MCCULLY ENTERPRISES LLC	\$4,034.64	A
10160	4	Red Lobster Restaurants LLC	General Unsecured Claims	MCDOWALL COMPANY	\$7,279.00	A
10141	4	Red Lobster Restaurants LLC	General Unsecured Claims	MCNEILL PLUMBING INC	\$804.20	A
10230	4	Red Lobster Restaurants LLC	General Unsecured Claims	MCSHANE PLUMBING & COMMERCIAL SERVICES	\$5,534.54	A
302	4	Red Lobster Restaurants LLC	General Unsecured Claims	MEINERS ELECTRIC	\$1,400.57	A
348	4	Red Lobster Restaurants LLC	General Unsecured Claims	MERKLE LAWN CARE COMPANY INC	\$1,382.27	A
10167	4	Red Lobster Restaurants LLC	General Unsecured Claims	MERRILL INDUSTRIAL ELECTRIC CO LLC	\$1,727.73	A
10441	4	Red Lobster Restaurants LLC	General Unsecured Claims	MICHAEL JOHN BORGMAN	\$4,165.00	A
216	4	Red Lobster Restaurants LLC	General Unsecured Claims	MIDDLEBROOKS ELECTRIC SERVICE INC	\$8,274.72	A
10456	4	Red Lobster Restaurants LLC	General Unsecured Claims	MIDTOWN PLUMBING INC	\$7,726.47	A
201	4	Red Lobster Restaurants LLC	General Unsecured Claims	MIKE SKALECKI SONS	\$339.20	A
10403	4	Red Lobster Restaurants LLC	General Unsecured Claims	MILLER'S TEXTILE SERVICES	\$2,774.10	A
10412	4	Red Lobster Restaurants LLC	General Unsecured Claims	MINT CLEANING SOLUTIONS LLC	\$24,485.00	A
242	4	Red Lobster Restaurants LLC	General Unsecured Claims	MODERN SUPPLY CO INC	\$31.50	A
10531	4	Red Lobster Restaurants LLC	General Unsecured Claims	MOHLMAN, MARGARET M	\$1.00	R
10530	4	Red Lobster Restaurants LLC	General Unsecured Claims	MOHLMAN, STEWART B	\$1.00	R
10189	4	Red Lobster Restaurants LLC	General Unsecured Claims	MOORE'S RESIDENTIAL AND COMMERCIAL	\$4,950.00	A
299	4	Red Lobster Restaurants LLC	General Unsecured Claims	MOUNT HUNGER HOLDINGS LLC	\$11,264.62	R
263	4	Red Lobster Restaurants LLC	General Unsecured Claims	MR EXPERT PLUMBING INC	\$5,222.48	A
128	4	Red Lobster Restaurants LLC	General Unsecured Claims	MR HVAC LLC	\$55,039.35	A
278	4	Red Lobster Restaurants LLC	General Unsecured Claims	MR ROOTER PLUMBING	\$2,342.00	R
10291	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAI ELECTRICAL CONTRACTORS	\$5,079.12	A
10540	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10090	4	Red Lobster Restaurants LLC	General Unsecured Claims	NANCY MAE WITTEK	\$407.81	A
31	4	Red Lobster Restaurants LLC	General Unsecured Claims	NASHVILLE PROPERTY SERVICES INC	\$1,148.00	R
10095	4	Red Lobster Restaurants LLC	General Unsecured Claims	NATIONAL ORDERS INC	\$14,139.93	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
277	4	Red Lobster Restaurants LLC	General Unsecured Claims	NEA CLIENT SERVICES LLC	\$14,000.32	R
10503	4	Red Lobster Restaurants LLC	General Unsecured Claims	NICHOLAS LIEURANCE	\$5,436.00	A
184	4	Red Lobster Restaurants LLC	General Unsecured Claims	NIGHT HAWK PLUMBING & HEATING INC	\$12,385.53	A
10301	4	Red Lobster Restaurants LLC	General Unsecured Claims	NIKKEL & ASSOCIATES INC	\$4,072.04	A
354	4	Red Lobster Restaurants LLC	General Unsecured Claims	NORTH EAST ARKANSAS SUPER GAS LLC	\$14,000.32	R
10168	4	Red Lobster Restaurants LLC	General Unsecured Claims	NORTH WALES WATER AUTHORITY	\$912.54	A
10108	4	Red Lobster Restaurants LLC	General Unsecured Claims	OLD MILLS LIGHTING LLC	\$408.05	A
10447	4	Red Lobster Restaurants LLC	General Unsecured Claims	PACE SERVICES	\$375.00	A
10446	4	Red Lobster Restaurants LLC	General Unsecured Claims	PACE SERVICES LLC	\$375.00	A
10462	4	Red Lobster Restaurants LLC	General Unsecured Claims	NAME ON FILE	\$1.00	A
94	4	Red Lobster Restaurants LLC	General Unsecured Claims	PATRICIA DAWN KING	\$3,865.04	A
97	4	Red Lobster Restaurants LLC	General Unsecured Claims	PATRIOT DISPOSAL INC	\$2,499.16	A
40	4	Red Lobster Restaurants LLC	General Unsecured Claims	PGS RESTAURANT SERVICES LLC	\$648.50	A
10171	4	Red Lobster Restaurants LLC	General Unsecured Claims	PHOENIX PLUMBING & DRAIN SERVICE	\$20,277.27	A
10244	4	Red Lobster Restaurants LLC	General Unsecured Claims	PINNACLE LAND MAINTENANCE INC	\$9,317.50	A
10022	4	Red Lobster Restaurants LLC	General Unsecured Claims	PLK INC	\$625.48	A
47	4	Red Lobster Restaurants LLC	General Unsecured Claims	POINT LOBSTER CO INC	\$5,438.78	A
10099	4	Red Lobster Restaurants LLC	General Unsecured Claims	POLARIS REFRIGERATION INC	\$11,978.47	A
10376	4	Red Lobster Restaurants LLC	General Unsecured Claims	PORT ORANGE PLUMBING INC	\$1,480.50	A
339	4	Red Lobster Restaurants LLC	General Unsecured Claims	PRAIRIE VINYL REPAIR LLC	\$610.00	A
10216	4	Red Lobster Restaurants LLC	General Unsecured Claims	PRECISION LAWN MAINTENANCE LLC	\$3,590.00	A
10120	4	Red Lobster Restaurants LLC	General Unsecured Claims	PREFERRED CARPET CARE INC	\$550.00	A
135	4	Red Lobster Restaurants LLC	General Unsecured Claims	PRICE ELECTRIC INCORPORATED	\$1,414.19	A
10451	4	Red Lobster Restaurants LLC	General Unsecured Claims	PRO 1 ELECTRIC INC	\$1,472.41	A
329	4	Red Lobster Restaurants LLC	General Unsecured Claims	PRO CLEANERS LLC	\$1,150.00	A
10115	4	Red Lobster Restaurants LLC	General Unsecured Claims	QUALITY REFRIGERATION CONCEPTS INC	\$23,290.80	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10256	4	Red Lobster Restaurants LLC	General Unsecured Claims	QUESTEC-COLUMBIA LLC	\$7,099.03	A
10298	4	Red Lobster Restaurants LLC	General Unsecured Claims	RAMOS, DANIEL	\$1.00	R
10395	4	Red Lobster Restaurants LLC	General Unsecured Claims	RL DECATUR LLC	\$545,875.94	R
10330	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROBERT NICHOLS ENTERPRISES INC	\$384.96	R
166	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROBIN REED	\$330.00	A
79	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROBINSON SOLUTIONS WASHINGTON	\$41,035.38	A
10209	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROC BROTHERS LLC	\$13,148.92	A
10009	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROCHA, JENNIFER	\$1.00	R
290	4	Red Lobster Restaurants LLC	General Unsecured Claims	RONDELL N FISHER	\$555.00	A
10440	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROTHMAN, LISA	\$1.00	A
366	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROTOLO CONSULTANTS INC	\$762.28	A
10338	4	Red Lobster Restaurants LLC	General Unsecured Claims	ROTO-ROOTER SEVICES COMPANY	\$7,841.76	A
10293	4	Red Lobster Restaurants LLC	General Unsecured Claims	RUFF WATERS INC	\$4,982.78	A
10409	4	Red Lobster Restaurants LLC	General Unsecured Claims	RYAN & ASSOCIATES INC	\$3,937.84	A
10439	4	Red Lobster Restaurants LLC	General Unsecured Claims	S.B. A MINOR CHILD	\$1.00	R
10424	4	Red Lobster Restaurants LLC	General Unsecured Claims	SCULLIN REAL ESTATE V LLC AND SCULLIN	\$1,633,950.63	A
326	4	Red Lobster Restaurants LLC	General Unsecured Claims	SERVICE ON THE DOUBLE LLC	\$770.00	A
10109	4	Red Lobster Restaurants LLC	General Unsecured Claims	SEWELL MECHANICAL INC	\$8,035.00	A
10183	4	Red Lobster Restaurants LLC	General Unsecured Claims	SHENANDOAH REFRIGERATION INC	\$11,369.61	A
200	4	Red Lobster Restaurants LLC	General Unsecured Claims	SHWADERS LAWN CARE AND LANDSCAPE LLC	\$5,121.82	A
195	4	Red Lobster Restaurants LLC	General Unsecured Claims	SIDNEY SCOTT ELLINGTON	\$2,550.00	A
294	4	Red Lobster Restaurants LLC	General Unsecured Claims	SKS INNOVATIONS	\$2,853.80	A
10340	4	Red Lobster Restaurants LLC	General Unsecured Claims	SMITH, SARA	\$1.00	R
113	4	Red Lobster Restaurants LLC	General Unsecured Claims	SOOKRAJ, MARLO SHEREEZA	\$1.00	A
310	4	Red Lobster Restaurants LLC	General Unsecured Claims	SOUTHERN PLUMBING INC	\$4,311.12	R
10002	4	Red Lobster Restaurants LLC	General Unsecured Claims	SPECTRUM ON BROADWAY	\$9,687.15	A
6	4	Red Lobster Restaurants LLC	General Unsecured Claims	STEAMPOWER INC	\$674.00	A
10405	4	Red Lobster Restaurants LLC	General Unsecured Claims	STEVEN R BRETSCH	\$14,300.00	A
10029	4	Red Lobster Restaurants LLC	General Unsecured Claims	STORM RIDGE ENT LLC	\$507.54	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)elect
10205	4	Red Lobster Restaurants LLC	General Unsecured Claims	T&H ELECTRIC SERVICES LLC	\$1,400.00	A
10258	4	Red Lobster Restaurants LLC	General Unsecured Claims	TAAG VENTURES LLC	\$14,875.00	R
30	4	Red Lobster Restaurants LLC	General Unsecured Claims	TALON MAINTENANCE CONTRACTING INC	\$3,749.10	A
10088	4	Red Lobster Restaurants LLC	General Unsecured Claims	TANKS-R-US	\$3,235.33	A
10387	4	Red Lobster Restaurants LLC	General Unsecured Claims	TAP THAT BEVERAGE	\$380.45	A
10039	4	Red Lobster Restaurants LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10057	4	Red Lobster Restaurants LLC	General Unsecured Claims	THAI UNION INVESTMENTS NORTH AMERICA LLC	\$5,804,693.00	R
10060	4	Red Lobster Restaurants LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10085	4	Red Lobster Restaurants LLC	General Unsecured Claims	THERMODYN INC	\$344.68	A
287	4	Red Lobster Restaurants LLC	General Unsecured Claims	TIGER PAWS CARPET & UPHOLSTERY CLEANING	\$250.00	A
101	4	Red Lobster Restaurants LLC	General Unsecured Claims	TITAN ELECTRIC CO LLC	\$466.46	A
10496	4	Red Lobster Restaurants LLC	General Unsecured Claims	TLC PLUMBING INC	\$685.00	A
308	4	Red Lobster Restaurants LLC	General Unsecured Claims	TOTAL LOCK & SECURITY INC	\$2,446.05	A
276	4	Red Lobster Restaurants LLC	General Unsecured Claims	TOUCH OF GREEN INC	\$3,410.00	A
347	4	Red Lobster Restaurants LLC	General Unsecured Claims	TRADE SERVICES NORTHWEST	\$6,710.85	A
258	4	Red Lobster Restaurants LLC	General Unsecured Claims	TRI COUNTY PLUMBING CO LLC	\$6,025.66	A
10232	4	Red Lobster Restaurants LLC	General Unsecured Claims	TRIUMPH GROUP INC	\$1,388.19	A
250	4	Red Lobster Restaurants LLC	General Unsecured Claims	TRIVAN ROOFING SYSTEMS OF OKLAHOMA	\$1,900.00	A
15	4	Red Lobster Restaurants LLC	General Unsecured Claims	TROPICAL CONCEPTS	\$6,793.00	A
248	4	Red Lobster Restaurants LLC	General Unsecured Claims	UNITED MECHANICAL INC	\$6,358.47	A
10337	4	Red Lobster Restaurants LLC	General Unsecured Claims	VAN HOOK SERVICE CO INC	\$2,587.11	A
10075	4	Red Lobster Restaurants LLC	General Unsecured Claims	VICTOR'S LANDSCAPING INC	\$1,973.31	A
157	4	Red Lobster Restaurants LLC	General Unsecured Claims	W VENTURES I LLC	\$1,770.16	A
10104	4	Red Lobster Restaurants LLC	General Unsecured Claims	WADE ELECTRIC	\$2,706.67	A
10018	4	Red Lobster Restaurants LLC	General Unsecured Claims	WATER PRO INC	\$215.86	A
42	4	Red Lobster Restaurants LLC	General Unsecured Claims	WATERS ELECTRICAL CONTRACTING INC	\$676.26	A

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
74	4	Red Lobster Restaurants LLC	General Unsecured Claims	WAYNE WILKINS LOCK & SAFE SERVICE LLC	\$119.01	A
10434	4	Red Lobster Restaurants LLC	General Unsecured Claims	WDH SOLUTIONS INC	\$1,212.29	A
2	4	Red Lobster Restaurants LLC	General Unsecured Claims	WESTERN RECYCLERS INC	\$181.15	A
23	4	Red Lobster Restaurants LLC	General Unsecured Claims	WEWERKA CONSTRUCTION MANAGEMENT INC	\$632.26	A
25	4	Red Lobster Restaurants LLC	General Unsecured Claims	WFX FIRE LOCK & SECURITY INC	\$117.30	A
140	4	Red Lobster Restaurants LLC	General Unsecured Claims	WHITESIDE, SHAMEKA	\$1.00	R
10377	4	Red Lobster Restaurants LLC	General Unsecured Claims	WILCOX ELECTRIC & SERVICE INC	\$1,477.59	A
10336	4	Red Lobster Restaurants LLC	General Unsecured Claims	WILGRO CLEANING SERVICES LLC	\$7,240.00	A
10448	4	Red Lobster Restaurants LLC	General Unsecured Claims	WILKINSON DEKALB LAND COMPANY LLC	\$2,329.44	R
10261	4	Red Lobster Restaurants LLC	General Unsecured Claims	WILLIAM J CIRIELLO PLUMBING CO INC	\$14,641.78	R
21	4	Red Lobster Restaurants LLC	General Unsecured Claims	WILLIAM J LUPO	\$1,833.95	A
10025	4	Red Lobster Restaurants LLC	General Unsecured Claims	WOODBIDGE PLUMBING INCORPORATED	\$5,948.14	R
10129	4	Red Lobster Restaurants LLC	General Unsecured Claims	WORK OF ART UPHOLSTERY	\$22,825.06	A
10479	4	Red Lobster Sourcing LLC	General Unsecured Claims	ALSCO INC	\$138,883.36	A
10515	4	Red Lobster Sourcing LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
132	4	Red Lobster Sourcing LLC	General Unsecured Claims	JIM LEACH LLC	\$183.00	A
10257	4	Red Lobster Sourcing LLC	General Unsecured Claims	KENNETH O LESTER COMPANY INC	\$35,316.74	A
10235	4	Red Lobster Sourcing LLC	General Unsecured Claims	MID-SOUTH INDUSTRIES INC	\$73,816.00	A
10541	4	Red Lobster Sourcing LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10045	4	Red Lobster Sourcing LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10070	4	Red Lobster Sourcing LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10481	4	Red Lobster Supply LLC	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10516	4	Red Lobster Supply LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10048	4	Red Lobster Supply LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10071	4	Red Lobster Supply LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10482	4	RL Columbia LLC	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10158	4	RL Columbia LLC	General Unsecured Claims	EASTERS LOCK & SECURITY SOLUTIONS INC	\$1,197.94	A
10517	4	RL Columbia LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10542	4	RL Columbia LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
35	4	RL Columbia LLC	General Unsecured Claims	SNAKE KING PLUMBING/DRAIN CLEANING, THE	\$1,714.70	A
10049	4	RL Columbia LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10072	4	RL Columbia LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10484	4	RL Kansas LLC	General Unsecured Claims	ALSCO INC	\$69,441.68	A
328	4	RL Kansas LLC	General Unsecured Claims	AQUARIUM MAINTENANCE AND SERVICE COMPANY	\$803.28	A
327	4	RL Kansas LLC	General Unsecured Claims	CHRISTOPHER L KIRKHAM	\$865.00	R
80	4	RL Kansas LLC	General Unsecured Claims	EKTOS LLC	\$706.50	A
129	4	RL Kansas LLC	General Unsecured Claims	EVEN-TEMP OF WICHITA INC	\$18,096.73	R
10514	4	RL Kansas LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10543	4	RL Kansas LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10125	4	RL Kansas LLC	General Unsecured Claims	TANN ELECTRIC INC	\$11,251.48	A
10044	4	RL Kansas LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10069	4	RL Kansas LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10485	4	RL Maryland, Inc.	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10157	4	RL Maryland, Inc.	General Unsecured Claims	EASTERS LOCK & SECURITY SOLUTIONS INC	\$1,197.94	A
10522	4	RL Maryland, Inc.	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10544	4	RL Maryland, Inc.	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10052	4	RL Maryland, Inc.	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R

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Ballot No.	Plan Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cccept/(R)eject
10076	4	RL Maryland, Inc.	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10487	4	RL of Frederick, Inc.	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10519	4	RL of Frederick, Inc.	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10545	4	RL of Frederick, Inc.	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10050	4	RL of Frederick, Inc.	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10073	4	RL of Frederick, Inc.	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10488	4	RL Salisbury, LLC	General Unsecured Claims	ALSCO INC	\$69,441.68	A
26	4	RL Salisbury, LLC	General Unsecured Claims	CLASSIC LAWN CARE INC	\$3,070.00	A
10526	4	RL Salisbury, LLC	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10550	4	RL Salisbury, LLC	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10054	4	RL Salisbury, LLC	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10078	4	RL Salisbury, LLC	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R
10489	4	RLSV, Inc.	General Unsecured Claims	ALSCO INC	\$69,441.68	A
10511	4	RLSV, Inc.	General Unsecured Claims	IPSOS-INSIGHT LLC	\$1.00	A
10551	4	RLSV, Inc.	General Unsecured Claims	NAME ON FILE - CLASS ACTION	\$1.00	A
10040	4	RLSV, Inc.	General Unsecured Claims	THAI UNION GROUP PUBLIC COMPANY LIMITED	\$500,000.00	R
10065	4	RLSV, Inc.	General Unsecured Claims	THAI UNION PUBLIC COMPANY LIMITED	\$3,684,541.00	R

Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cept/(R)ect	Ballot No.	Excluded Reason
4	Red Lobster Management LLC	General Unsecured Claim	ADVANCED AQUATIC SPECIALISTS LLC	\$39,099.51	A	10553	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Management LLC	General Unsecured Claim	AZAR ELECTRIC INC	\$10,069.32		10497	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	NAME ON FILE	\$290,864.73	A	10432	Aggregated. Ballot amount is aggregated with another counted Ballot.
4	Red Lobster Management LLC	General Unsecured Claim	COUNTRYSIDE DECORATORS	\$5,220.00		10103	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	CR PROFESSIONAL CARPET CLEANING	\$18,900.00	A	10547	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Management LLC	General Unsecured Claim	DRAFT CLEANING SERVICES	\$2,067.02		14	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	FAMILY LAWN CARE LLC	\$9,373.50		77	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	GASKET GUY OF SOUTHWEST FLORIDA LLC	\$865.81		61	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	GLANZ ELECTRICAL CONTRACTING INC	\$1,573.00	A	10037	Superseded. Ballot was superseded by later received and counted Ballot.
4	Red Lobster Management LLC	General Unsecured Claim	NAME ON FILE	\$1,400.00		202	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	HANSEN'S LANDSCAPE SERVICES INC	\$2,524.97		259	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	ID ASSOCIATES INC	\$21,341.38		363	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	IPSOS-INSIGHT LLC	\$1.00	A	10508	Aggregated. Ballot amount is aggregated with another counted Ballot.
4	Red Lobster Management LLC	General Unsecured Claim	JAN FERGUSON INC	\$3,640.33	A	10015	Aggregated. Ballot amount is aggregated with another counted Ballot.

Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cept/(R)eject	Ballot No.	Excluded Reason
4	Red Lobster Management LLC	General Unsecured Claim	MAGIC STEAM	\$650.00		170	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	STEAM SOURCE INC	\$48,760.00		4	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	WATSON ELECTRICAL (OTTAWA) LIMITED	\$2,978.80		297	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Management LLC	General Unsecured Claim	WILDWOOD LANDSCAPING	\$4,500.00		50	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	ADVANCED AQUATIC SPECIALISTS LLC	\$2,824.99	A	10552	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Restaurants LLC	General Unsecured Claim	AKEHURST LANDSCAPE SERVICE INC	\$9,679.58	A	10161	Superseded. Ballot was superseded by later received and counted Ballot.
4	Red Lobster Restaurants LLC	General Unsecured Claim	ALL SCAPES IRRIGATION & LAWN CARE LLC	\$1,406.16		353	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	ARCH PAINTING INC	\$32,135.00		18	No Vote, Not Signed. Ballot did not include a vote to accept or reject the Plan. Ballot was not signed.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$250.00		238	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$1.00		88	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	DEPENDABLE BUILDING MAINTENANCE SERVICES	\$317.00	A	10211	Aggregated. Ballot amount is aggregated with another counted Ballot.
4	Red Lobster Restaurants LLC	General Unsecured Claim	D & L LANDSCAPE	\$2,860.00		190	No Vote, Not Signed. Ballot did not include a vote to accept or reject the Plan. Ballot was not signed.
4	Red Lobster Restaurants LLC	General Unsecured Claim	EARNHARDT PROPERTIES INC	\$3,689.18		154	No Vote. Ballot did not include a vote to accept or reject the Plan.

Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cept/(R)elect	Ballot No.	Excluded Reason
4	Red Lobster Restaurants LLC	General Unsecured Claim	E M GASKENBACH INC	\$2,480.42		175	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$3,000.00		48	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	GLANZ ELECTRICAL CONTRACTING INC	\$1,573.00		10036	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	GREENTREE APARTMENTS LLC	\$837,594.67		197	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$3,171.29		316	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	HAGERMAN PLUMBING AND HEATING CORP	\$1,317.78		67	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	INTERIORSCAPES INC	\$1,964.60	A	10554	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$2,092.00		219	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	JCM INC	\$452.95		330	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$1,250.00		361	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$1,275.00		33	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	ODORITE OF ROCHESTER INC	\$568.08		8	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$53,528.61		10557	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Restaurants LLC	General Unsecured Claim	NAME ON FILE	\$53,527.61	A	10558	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Restaurants LLC	General Unsecured Claim	SAVERINO SAFE & LOCK CO	\$583.88		293	No Vote. Ballot did not include a vote to accept or reject the Plan.

Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cept/(R)ect	Ballot No.	Excluded Reason
4	Red Lobster Restaurants LLC	General Unsecured Claim	WINCHESTER SEAFOOD LLC	\$1.00	R	374	Not Entitled to Vote. Party does not hold a claim entitled to vote in this Class.
4	Red Lobster Canada, Inc.	General Unsecured Claim	QUALITY MECHANICAL SERVICES	\$8,579.88		10220	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Canada, Inc.	General Unsecured Claim	THOMPSONS JANITORIAL SERVICES	\$5,213.73	A	10133	Aggregated. Ballot amount is aggregated with another counted Ballot.
4	Red Lobster Hospitality LLC	General Unsecured Claim	ADVANCED AQUATIC SPECIALISTS LLC	\$19,841.77	A	10549	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Hospitality LLC	General Unsecured Claim	CITY-WIDE SEWER & DRAIN SERVICE	\$2,175.62		10011	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	COMMERCIAL SERVICES INC	\$7,010.73		75	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	DAVIDSON MECHANICAL	\$1,828.43		64	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	NAME ON FILE	\$1.00		124	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	NAME ON FILE	\$2,178.19		235	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	DRAINS ETC	\$8,655.71		370	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	ELLET NEON SALES & SERVICE INC	\$1,232.93		10437	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	GFH ENTERPRISES INC	\$4,725.00		54	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	GFH ENTERPRISES INC	\$9,550.63		53	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	GORHAM STREET PRODUCTIONS LLC	\$3,823.32	A	10555	Late. Ballot was received after the Voting Deadline.

Class	Debtor Name	Plan Class Description	Name	Voting Amount	Vote (A)cept/(R)elect	Ballot No.	Excluded Reason
4	Red Lobster Hospitality LLC	General Unsecured Claim	HONOLULU COMMERCIAL CARPET CLEANING LLC	\$837.70	A	10548	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Hospitality LLC	General Unsecured Claim	NAME ON FILE	\$1,732.00		371	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	MATTHEW KANDEFER INC	\$743.81	A	10137	Superseded. Ballot was superseded by later received and counted Ballot.
4	Red Lobster Hospitality LLC	General Unsecured Claim	ODORITE OF ROCHESTER INC	\$370.44		7	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	PIECE MANAGEMENT INC	\$2,536.79		321	No Vote, Not Signed. Ballot did not include a vote to accept or reject the Plan. Ballot was not signed.
4	Red Lobster Hospitality LLC	General Unsecured Claim	PROVENDER HALL I LLC	\$29,168.66	R	10427	Aggregated. Ballot amount is aggregated with another counted Ballot.
4	Red Lobster Hospitality LLC	General Unsecured Claim	SYNERGY AQUATICS INC	\$939.00		155	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	THE GASKET GUY LLC	\$4,167.76		10181	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	NAME ON FILE	\$175.00		121	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Hospitality LLC	General Unsecured Claim	NAME ON FILE	\$2,557.32	A	10556	Late. Ballot was received after the Voting Deadline.
4	Red Lobster Hospitality LLC	General Unsecured Claim	NAME ON FILE	\$650.00		149	No Vote. Ballot did not include a vote to accept or reject the Plan.
4	Red Lobster Supply LLC	General Unsecured Claim	TRIPLE J CONTRACTING SERVICES INC	\$1,627.20	A	10546	Late. Ballot was received after the Voting Deadline.

Court File No.: CV-24-00720567-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF RED LOBSTER MANAGEMENT LLC, RED LOBSTER HOSPITALITY LLC and RED LOBSTER CANADA, INC.

APPLICATION OF RED LOBSTER MANAGEMENT LLC UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**AFFIDAVIT OF NANCY THOMPSON
Sworn September 6, 2024**

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Lawyers for the Foreign Representative

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**SUPPLEMENTARY MOTION RECORD
(Confirmation Order Recognition and Ancillary Relief)
Returnable September 10, 2024**

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