EXHIBIT E

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CHI-CHI'S, INC. et al.,	)	Case No. 03-13063 (JLP)
	)	(Jointly Administered)
Debtors.	)	

AGREED ORDER AUTHORIZING THE ASSIGNMENT OF THE WILLOW GROVE, PENNSYLVANIA LEASE PURSUANT TO 11 U.S.C. § 365 AND ESTABLISHING PROCEDURES FOR THE RESOLUTION OF THE RELATED "SINKHOLE" DISPUTE

This Agreed Order arises from the Notice, dated May 20, 2005 (Docket No. 1681)(the "Notice") of Chi-Chi's, Inc, a Delaware corporation, and certain of its domestic subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, "Debtors"), of the Debtors' intention to:

(a) assign (the "Assignment") that certain Ground Lease with General Auto Outlet, a Pennsylvania partnership ("Landlord"), dated as of June 12, 1984 (hereafter referred to, including all options to renew the term of the Lease and/or to purchase the leased premises, and as amended, as the "Lease") and the liquor license for the property located at 2575 Maryland Road, Willow Grove, Pennsylvania, Chi-Chi's Unit No. 310 (the "Leased Premises") to Carrabba's/Mid Atlantic-I, Limited Partnership (the "Assignee"); and

(b) assign and transfer the furniture, fixtures, and equipment ("FF&E") located on the Leased Premises to OS Realty, Inc. ("OS Realty").

The Notice alleges that a sinkhole developed on the Leased Premises prior to the date that OS Realty acquired the designation rights with respect to the Lease, that Chi-Chi's and General Auto Outlet (the "Landlord") had engaged in litigation over their respective liability for correcting the sinkhole, that the sinkhole worsened in late 2004 and early 2005, that Chi-Chi's made demand on the Landlord in January 2005 to repair the sinkhole and advised that it would repair the damage at the expense of the Landlord if the Landlord failed to act,

and that OS Realty (acting for its own benefit as well as the benefit of Chi-Chi's) thereafter repaired the sinkhole and incurred expenses in connection therewith in the amount of $272,464 (the "Repair Expenditure"). It is the position of Chi-Chi's and OS Realty that the Repair Expenses should be paid by the Landlord. Chi-Chi's and OS Realty each takes the alternative position that, should the Landlord not be liable for the repair of the sinkhole, the other party should bear responsibility for the Repair Expenditure under the terms of the DRA[1] and the Designation Rights Order. It is the position of the Landlord that it has no liability for the Repair Expenditure. There is a threshold dispute as to the appropriate forum to resolve the disputes between the parties regarding the Repair Expenditure: this Court or the Pennsylvania state court.

The Notice also alleges that the Cure Amount otherwise owed to the Landlord was $6,166,67. Chi-Chi's asserted a right of setoff of the Cure Amount against the Repair Expenditure. OS Realty asserted entitlement to a credit against future rent in the amount of the remaining balance of the Repair Expenditure in the amount of $266,297.33. The Landlord filed an objection to the Notice solely as to the allegations that it is liable for the Repair Expenditure. The Landlord does not otherwise object to the Assignment. The DRA provides for the bifurcation of the "sinkhole dispute" so that the Assignment may otherwise take place immediately.

Accordingly, the Court having determined that bifurcation of the "sinkhole dispute" is appropriate; that the requirements of 11 U.S.C. §365 have been met; that the Assignment of the Lease to the Assignee for use by the Assignee in its business operations, as described

[1] Unless otherwise defined, all capitalized terms in this Order shall have the meaning set forth in the Notice.

in the Notice, is appropriate in accordance with the Designation Rights Order and the Designation Rights Procedures Order; that OS Realty's designations of the Lease, the Liquor License and the FF&E were timely; that OS Realty is entitled to the ninety-day extension of time pursuant to Paragraph 38 of the DRA to finalize the assignment of the Lease (including the obtaining of all permits); and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding as defined in 28 U.S.C. § 157(b)(2). Jurisdiction over this matter has been exclusively retained by this Court pursuant to paragraph 32 of the Designation Rights Order. The statutory predicates for the relief requested include §§ 105, 363 and 365 of the Bankruptcy Code. The Court retains jurisdiction to enforce and interpret the terms of this Order.

2. The assignment of the Lease and the Liquor License by the Debtors to the Assignee, as set forth in the Notice, free and clear of all liens, claims, and encumbrances in accordance with the terms of the Notice, the Designation Rights Order and the Designation Rights Procedures Order, is approved.

3. The Debtors, the Assignee and Outback are authorized to execute the Assignment and Assumption of Lease and Guaranty of Obligations of Assignee attached as Exhibit "A" to the Notice. The Assignment and Assumption of Lease and Guaranty of Obligations of Assignee shall be executed on or before September 6, 2005.

4. The rights, defenses and claims of all parties with respect to liability for the Repair Expenditure are preserved, and nothing in this Order shall prejudice the position of

any party with respect thereto. Each party shall file with the Court and serve upon opposing counsel by August __, 2005, a statement of its position as to responsibility for the Repair Expenditure, including the question of which court should determine the responsibility of the parties for the Repair Expenditure, setting forth the facts and legal authorities upon which it relies. The Court will hear argument on the issue of whether it should retain jurisdiction to consider these disputes on _____, 2005, at ___ m. This hearing will be a non-evidentiary hearing. The Court will schedule such other hearings as may be required at that time should it determine to retain jurisdiction to determine the parties responsibility for the Repair Expenditure.

5. Unless otherwise ordered by this Court in connection with the sinkhole dispute, the Assignee and Outback shall be responsible to Landlord for the payment of rent and other charges under the Lease for all periods from and after the date of the Assignment. Neither Assignee nor Outback but shall have any responsibility to Landlord for any rental or other payments or for the cure of any defaults existing prior to the date of the Assignment. OS Realty and Assignee shall be entitled to a credit against future rent for some or all of the Repair Expenditure if so ordered by the Court.

6. Unless otherwise ordered by this Court in connection with the sinkhole dispute, Chi-Chi's shall be responsible to the Landlord for the payment of the Cure Amount. Chi-Chi's shall be entitled to a credit against the Cure Amount for some or all of the Repair Expenditure if so ordered by the Court. Chi-Chi's will pay the Cure Amount to the Landlord within ten days of a final order determining that Chi-Chi's is not entitled to a set-off on account of the Repair Expenditure.

7. The Assignee may exercise all options to renew or purchase contained in the

Lease. The Assignee shall have all rights provided for in the Designation Rights Order and the Designation Rights Procedures Order.

8. The assignment and transfer of the FF&E by the Debtors to OS Realty, Inc. as set forth in the Notice, free and clear of all liens, claims, and encumbrances in accordance with the terms of the Notice, the Designation Rights Order and the Designation Rights Procedures Order, is approved.

Date: _____, 2005

United States Bankruptcy Judge

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