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**PROPOSED COUNSEL TO THE
DEBTORS AND DEBTORS IN POSSESSION**

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

In re:	§	Chapter 11
FRESH ACQUISITIONS, LLC, <i>et al.</i> , ¹	§	Case No. 21-30721 (SGJ)
Debtors.	§	(Joint Administration Requested)

**DEBTORS' EMERGENCY MOTION FOR
ENTRY OF AN ORDER (I) AUTHORIZING REJECTION OF
CERTAIN LEASES AND (II) AUTHORIZING THE ABANDONMENT
OF CERTAIN PROPERTY, AND (III) GRANTING RELATED RELIEF**

LANDLORDS RECEIVING THIS OMNIBUS LEASE REJECTION MOTION SHOULD LOCATE THEIR NAMES AND LEASES IN THE SCHEDULE OF LEASES ATTACHED HERETO AS EXHIBIT 1 TO EXHIBIT A.

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: Alamo Fresh Payroll, LLC (1590); Fresh Acquisitions, LLC (2795); Alamo Ovation, LLC (9002); Buffets LLC (2294); Hometown Buffet, Inc. (3002); Tahoe Joe's Inc. (7129); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan's Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); Food Management Partners, Inc. (7374); FMP SA Management Group, LLC (3031); FMP-Fresh Payroll, LLC (8962); FMP-Ovation Payroll, LLC (1728); and Alamo Buffets Payroll, LLC (0998). The Debtors' principal offices are located at 2338 N. Loop 1604 W., Suite 350, San Antonio TX, 78248, United States.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion:

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”), (a) authorizing the rejection of certain of their prepetition unexpired leases of nonresidential real property (collectively, the “Leases”) set forth on Exhibit 1 to the Order, (b) authorizing the abandonment of any *de minimis* equipment, furniture, and other personal property, and (c) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

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

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 9013-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”).

Background

5. Prior to the COVID-19 pandemic, the Debtors were a significant operator of buffet-style restaurants in the United States with approximately 90 stores operating in 27 states. The Debtors’ concepts include six buffet restaurant chains and a full service steakhouse, operating under the names Furr’s Fresh Buffet®, Old Country Buffet®, Country Buffet®, HomeTown® Buffet, Ryan’s®, Fire Mountain®, and Tahoe Joe’s Famous Steakhouse®, respectively. Much

like its competitors in the all-you-can-eat (AYCE) and dine-in restaurant businesses, the Debtors' recent history has been impacted by the uncertainty, unexpected challenges, and ever changing landscape resulting from the COVID 19 pandemic. A more detailed history of the Debtors' operations are discussed in the *Declaration of Mark Shapiro, Chief Restructuring Officer, in Support of Chapter 11 Petition and First Day Motion* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein.²

6. On April 20, 2021 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in these chapter 11 cases and no official committees have been appointed.

The Debtors' Unexpired Leases

7. As of the Petition Date, the Debtors are party to Leases corresponding to 71 restaurant locations. Before the commencements of these cases, the Debtors ceased operations in 57 such locations and surrendered possession of the premises to the applicable landlords (collectively, the "Landlords"). Correspondingly, the Debtors have determined in a good-faith exercise of their business judgment to reject the Leases listed on Exhibit 1 to the Order, to the extent such Leases are unexpired leases as that term is used in section 365 of the Bankruptcy Code.

8. The Debtors have determined in their business judgment that the costs of the Leases exceed any marginal benefits that could potentially be achieved from assignments of such

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declaration.

assignments or subleases of such Leases. As of the Petition Date, none of the restaurants located on the premises of such Leases were operating.

9. Absent approval of the rejection of the Leases listed on Exhibit 1 to the Order, the combined rent for all 71 Leases would be approximately \$1.2 million per month. If the Court approves the rejection of the Lease listed on Exhibit 1 to the Order, postpetition rent would total approximately \$268,643.67, resulting in a savings for the estates of approximately \$1 million per month. Even if the closed restaurant locations could be reopened immediately, the Debtors believe that the short-term costs of maintaining the Leases would outweigh any potential long-term benefits from operating the restaurants therein.

10. Before the Petition Date, the Debtors notified each affected Landlord in writing of their unequivocal and irrevocable decision to surrender the premises and property and turn over keys, key codes, and securities codes, if any, to each affected Landlord so that the Landlords could attempt to mitigate any rejection damages arising from the rejection of the applicable Lease. To the extent such notifications were not sufficiently clear, this Motion shall serve as further notice to reiterate the Debtors' immediate surrender of the premises, effective as of the Petition Date.

11. Accordingly, in an effort to reduce postpetition administrative costs, and in the exercise of their sound business judgment, the Debtors have determined that rejecting the Leases, effective as of the Petition Date, is in the best interests of the Debtors, their estates, and their creditors.

12. The Debtors do not believe there is any valuable property remaining on the premises for the Leases sought to be rejected by this motion. The majority of the property to be abandoned constitutes used kitchen equipment, such as ovens and mixers, and used furniture that was not transferred to other locations following the store closures. To the extent that any property

is located at the premises, the Debtors have determined that the property is of inconsequential value to the estate, or that the cost of removing and storing such property outweighed any potential benefit of retaining such property. Accordingly, to reduce postpetition administrative costs and, in the exercise of their sound business judgment, the Debtors believe that the abandonment of the property that may be located at each of the premises, if any, is appropriate and in the best interests of the Debtors, their estates, and their creditors.

Basis for Relief

A. The Rejection of the Leases is in the Best Interest of the Debtors' Estates.

13. Section 365(a) of the Bankruptcy Code provides that a debtor in possession “may assume or reject any executory contract or unexpired lease of the debtor” subject to the court’s approval. 11 U.S.C. § 365(a). Courts generally authorize debtors to assume or reject executory contracts and unexpired leases where the debtors appropriately exercise their “business judgment.” *See, e.g., In re Senior Care Centers, LLC*, 607 B.R. 580, 587 (Bankr. N.D. Tex. 2019) (“A court evaluates whether a lease should be assumed or rejected employing the business judgment standard.”); *In re TM Vill., Ltd.*, No. 18-32770, WL 1004571, at *10 (Bankr. N.D. Tex. 2019) (“A debtor must “satisfy [his] fiduciary duty to ... creditors and equity holders, [by articulating some] business justification for using, selling, or leasing the property outside the ordinary course of business.”) (citation omitted); *In re TransAmerican Nat’l Gas Corp.*, 79 B.R. 663, 667 (Bankr. S.D. Tex. 1987); *see also Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985) (stating that “[i]t is well established that ‘the question whether a lease should be rejected . . . is one of business judgment’”) (citation omitted).

14. The Debtors have determined, in their sound business judgment, that rejection of the Leases set forth on Exhibit 1 to the Order is crucial to maximizing the value of their estates. The Debtors have carefully reviewed the revenues generated and expenses incurred at the Leases

and determined, in their business judgment, that the Leases would require a greater expense than they would garner in revenue. In the sound exercise of their business judgment, the Debtors have determined that the rejection of the Leases is in the best interests of their estates and creditors.

B. Retroactive Effective Relief May Be Sought Where Appropriate.

15. Section 365 of the Bankruptcy Code does not specifically address whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may retroactively reject executory contracts and unexpired leases based on a “balancing of the equities” standard. *See, e.g., In re Linn Energy, LLC*, No. 16-60040 (DRJ) (Bankr. S.D. Tex. Nov. 7, 2016) (approving procedures to reject or assume executory contracts and unexpired leases); *In re Sherwin Alumina Co., LLC*, No. 16-20012 (DRJ) (Bankr. S.D. Tex. Aug. 24, 2016) (same); *In re Cafeteria Operators, L.P.*, 299 B.R. 384, 394 (Bankr. N.D. Tex. 2003) (granting retroactive relief for contract rejection where debtors were “receiving no benefit” from the lease and the contract counterparties “had unequivocal notice of Debtors’ intent to reject prior to the filing of the Motions”); *In re O’Neil Theatres, Inc.*, 257 B.R. 806, 808 (Bankr. E.D. La. 2000) (granting retroactive relief based on the circumstances of the case); *In re Amber’s Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (finding that “nothing precludes a bankruptcy court, based on the equities of the case, from approving” retroactive rejection); *Constant Ltd. P’ship v. Jamesway Corp. (In re Jamesway Corp.)*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 of the Bankruptcy Code does not include “restrictions as to the manner in which the court can approve rejection”); *see also In re Joseph C. Spiess Co.*, 145 B.R. 597, 606 (Bankr. N.D. Ill. 1992) (“[A] trustee’s rejection of a lease should be retroactive to the date that the trustee takes affirmative steps to reject said lease.”).

16. Here, the balance of equities favors rejection of the Leases effective as of the Petition Date. Without such relief, the Debtors would potentially incur unnecessary administrative

expenses related to the Leases. *See* 11 U.S.C. § 365(d)(3). The Landlords will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date. Possession of the premises was delivered to each respective Landlord on, or prior to, the Petition Date with an unequivocal and irrevocable statement of surrender and abandonment of the premises to such Landlord. Further, by this Motion, the Landlords are receiving notice of the Debtors' intention to reject the Leases and tender immediate possession of the applicable premises. In the event the Debtors are unable to turn over possession of a particular premises on or before the Petition Date, as anticipated, the effective date of the rejection of such Leases shall be no earlier than the date the Debtors turn over the premises.

17. The Debtors will cause notice of this Motion to be served on the affected Landlords, thereby allowing each party sufficient opportunity to respond accordingly. The Debtors have sought the relief requested at the earliest possible moment in these chapter 11 cases and do not seek to reject the Leases effective as of the Petition Date due to any undue delay on their own part. Accordingly, the Debtors respectfully submit that the Court deem the Leases identified on Exhibit 1 to the Order rejected effective as of the Petition Date.

C. Abandonment of Personal Property is in the Best Interest of the Debtors' Estates.

18. Bankruptcy Code section 554(a) provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). Any property to be abandoned at the premises of certain Leases would be of inconsequential value or burdensome to the Debtors' estates, and the cost of retrieving, marketing, and reselling such abandoned property would outweigh any recovery the Debtors could attain for such property. Accordingly, the abandonment of such property is in the best interests of the Debtors, their estates, and their creditors and parties in interest will have sufficient notice of such abandonment.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

19. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h)

Reservation of Rights

20. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, other than as specifically provided herein; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens. If the Court grants the requested relief, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

21. The Debtors will provide notice of this motion to the following parties or their counsel: (a) the U.S. Trustee for the Northern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Arizona Bank & Trust; (d) counsel to the proposed DIP Lender; (e) the United States Attorney's Office for the Northern District of Texas; (f) the Internal Revenue Service; (g) the state attorneys general for states in which the Debtors conduct business; (h) the Landlords; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtors submit that no other or further notice is needed.

No Prior Request

22. No prior request for the relief requested herein has been made to this Court or any other court.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, rejecting all Leases listed in **Exhibit 1** to such order, effective as of the Petition Date, and granting such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted this 20th day of April, 2021.

GRAY REED

By: /s/ Jason S. Brookner

Jason S. Brookner

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Aaron M. Kaufman

Texas Bar No. 24060067

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**PROPOSED COUNSEL TO THE
DEBTORS AND DEBTORS IN POSSESSION**

CERTIFICATE OF SERVICE

I certify that on April 20, 2021, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Jason Brookner

Jason Brookner

Exhibit A

Proposed Order

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

<p>In re:</p> <p>FRESH ACQUISITIONS, LLC, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>Chapter 11</p> <p>Case No. 21-30721 (SGJ)</p> <p>(Joint Administration Requested)</p> <p>Re: Docket No. _</p>
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**ORDER (I) AUTHORIZING THE REJECTION OF
CERTAIN LEASES, (II) AUTHORIZING THE ABANDONMENT
OF CERTAIN PROPERTY, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the rejection of

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: Alamo Fresh Payroll, LLC (1590); Fresh Acquisitions, LLC (2795); Alamo Ovation, LLC (9002); Buffets LLC (2294); Hometown Buffet, Inc. (3002); Tahoe Joe’s Inc. (7129); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan’s Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); Food Management Partners, Inc. (7374); FMP SA Management Group, LLC (3031); FMP-Fresh Payroll, LLC (8962); FMP-Ovation Payroll, LLC (1728); and Alamo Buffets Payroll, LLC (0998). The Debtors’ principal offices are located at 2338 N. Loop 1604 W., Suite 350, San Antonio TX, 78248, United States.

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

certain Leases set forth on **Exhibit 1** hereto, (b) authorizing the abandonment of any *de minimis* equipment, furniture, and other personal property, and (c) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Leases set forth on **Exhibit 1** hereto are rejected effective as of the later of (i) the Petition Date, and (ii) the date the Debtors relinquish control of the applicable leased premises by notifying the affected Landlord in writing of the Debtors' irrevocable surrender of the premises and (a) have turned over the store keys, key codes, or security codes, if any, to the Landlord or (b) have notified the Landlord in writing that the store keys, key codes, or security codes, if any, are not available and that the Landlord may re-key the leased premises, including by service of this Order.

3. The Debtors are authorized to abandon property, if any, that may be located at the premises and all such property is deemed abandoned, effective as of the Petition Date. The applicable counterparty to each Lease may effectuate its rights and remedies with respect to such property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

4. Nothing in this Order authorizes the Debtors to lease, sell, or otherwise transfer to any other party, the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number ("PII") of any customers unless such sale or transfer or lease is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules. The Debtors shall remove or cause to be removed any PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be abandoned pursuant to the Motion (if any) so as to render the PII unreadable or undecipherable.

5. Approval of this Order will not prevent the Debtors from seeking to assume or reject an executory contract and/or unexpired lease by separate motion or pursuant to a chapter 11 plan.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

7. The Debtors' reserve the right to assert that any provisions in any executory contract or unexpired lease that expressly or effectively restrict, prohibit, condition, or limit the assignment or effectiveness of the Contract or Lease are unenforceable anti-assignment or *ipso facto* clauses.

8. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of an executory contract or Lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular executory contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

9. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Approved Budget, the Court's *Interim Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief*, and any final order entered by the Court in connection therewith.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property

of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

14. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Submitted by:

Jason S. Brookner

Texas Bar No. 24033684

Aaron M. Kaufman

Texas Bar No. 24060067

Amber M. Carson

Texas Bar No. 24075610

GRAY REED

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**PROPOSED COUNSEL TO THE
DEBTORS AND DEBTORS IN POSSESSION**

Exhibit 1

Rejected Leases

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
2118	2305 SHORTER AVE SW	ROME	GA	30165	Fire Mountain Restaurants, LLC	COLE BU PORTFOLIO II, LLC	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Carrie Davis cdavis@vereit.com
2357	243 STEVEN B TANGER BLVD	COMMERCE	GA	30529	Fire Mountain Restaurants, LLC	COLE BU PORTFOLIO II, LLC	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Carrie Davis cdavis@vereit.com
2370	1000 BREVARD RD	ASHEVILLE	NC	28806	Fire Mountain Restaurants, LLC	COLE BU PORTFOLIO II, LLC	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Carrie Davis cdavis@vereit.com
2138	1314 N MAIN STREET	SUMMERVILLE	SC	29483	Fire Mountain Restaurants, LLC	LOUIS J DIMUZIO	Louis J. DiMuzio 196 Canterring Hills Lane Summerville, SC 29483 ldimuzio@dixon-hughes.com
2262	3607 HWY 17 S	NORTH MYRTLE BEACH	SC	29582	Fire Mountain Restaurants, LLC	PAT DESANTIS	P.O. Box 3377 Fresno, CA 93650 Pat DeSantis desantisp@hotmai.com
2419	2330 MEMORIAL DRIVE	WAYCROSS	GA	31501	Fire Mountain Restaurants, LLC	REALTY INCOME CORPORATION	11995 El Camino Real San Diego, CA 92130
2185	4051 RYAN STREET	LAKE CHARLES	LA	70605	Fire Mountain Restaurants, LLC	SPIRIT REALTY CAPITAL, INC.	2727 North Harwood St., #300 Dallas, TX 75201 Hunter Faught hfaught@spiritrealty.com
2261	1920 MEL BROWNING STREET	BOWLING GREEN	KY	42104	Fire Mountain Restaurants, LLC	SPIRIT REALTY CAPITAL, INC.	2727 North Harwood St., #300 Dallas, TX 75201 Hunter Faught hfaught@spiritrealty.com
2406	232 FRONTAGE ROAD	PICAYUNE	MS	39466	Fire Mountain Restaurants, LLC	SPIRIT REALTY CAPITAL, INC.	2727 North Harwood St., #300 Dallas, TX 75201 Hunter Faught hfaught@spiritrealty.com

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
234	6465 Samuell Blvd.	Dallas	TX	75228	Fresh Acquisitions, LLC	ICA Properties	ICA Properties, Inc Callie Norris - Sales Manager ICA Properties, Inc. 700 N. Grant Suite #600 Odessa, TX 79761 cnorris@nwol.net Tom Glasman - Vice President Email: tomg@nwol.net Judy Spenser - Property Manager Email: jspenser@nwol.net
102	4101 East 42nd Street	Odessa	TX	79762	Fresh Acquisitions, LLC	MCM Properties, LTD	MCM Properties, Ltd. Music City Mall 4101 E. 42nd Street Odessa, TX 79762 Roy Allen, President Michelle Davis, Leasing Email: mdavis@musiccitymall.net
302	1300 Mockingbird Lane	Sulphur Springs	TX	78245	Fresh Acquisitions, LLC	Michael Trammel	Michael & Sandra Trammell 10230 Pinetree Dr. San Diego, CA 92131 Email: tropicalrac@hotmail.com
204	901 W Expressway	McAllen	TX	78501	Fresh Acquisitions, LLC	National Retail Properties	National Retail Properties, LP 450 South Orange Ave. #900 Orlando, FL 32801 Ninibet Balladin Email: ninibet.balladin@nnnreit.com Sr. Lease Compliance Admin.
311	1201 S. Interstate Drive	Moore	OK	73160	Fresh Acquisitions, LLC	National Retail Properties	National Retail Properties, LP 450 South Orange Ave. #900 Orlando, FL 32801 Ninibet Balladin Email: ninibet.balladin@nnnreit.com Sr. Lease Compliance Admin.
312	5707 Rogers Avenue	Fort Smith	AR	72903	Fresh Acquisitions, LLC	Rogers Avenue Properties, LLC	Rogers Avenue Properties, LLC 109 North 6th Street Fort Smith, AR 72901 Bennie B. Westphal 479-783-0028 Fax Becky Helms Wayne Phillips Ext 206

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
115	2004 Wyoming NE	Albuquerque	NM	87112	Fresh Acquisitions, LLC	WFC Wyoming NM, LLC	WFC Wyoming NM, LLC c/o Westwood Financial Corp. 1801 Westwood Financial Corp. Pasadena, CA 91199-1615 John Golston Email: jgolston@westfin.com
713	3744 N BLACKSTONE AVE	FRESNO	CA	93726	Hometown Buffet, Inc.	5561 SULTANA, LLC	5561 Sultana, LLC - Manchester North 18321 Ventura Blvd. Suite 980 Tarzana, CA 91356 Fax: (310) 591-8755
811	2513 MAIN STREET	UNION GAP	WA	98903	Hometown Buffet, Inc.	ARCDBPPROP001	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Debbie Hester - Vice President - Asset Management Dhester@VEREIT.com
753	127 WEST VALLEY BOULEVARD	RIALTO	CA	92376	Hometown Buffet, Inc.	ARCDPPPROP001	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Debbie Hester - Vice President - Asset Management Dhester@VEREIT.com
785	1431 SOUTH BRADLEY ROAD	SANTA MARIA	CA	93454	Hometown Buffet, Inc.	ARCDPPPROP001	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Debbie Hester - Vice President - Asset Management Dhester@VEREIT.com
767	6257 ATLANTIC AVENUE	BELL	CA	90201	Hometown Buffet, Inc.	BELL PALM PLAZA L.P.	Charles Dunn Real Estate Services, Inc. 800 West 6th Street, Suite 600 Los Angeles, CA 90017 F (213) 683-1551 Yperez@charlesdunn.com
711	3790 SW HALL BOULEVARD	BEAVERTON	OR	97005	Hometown Buffet, Inc.	BIGGI DEVELOPMENT PARTNERSHIP	Jaime McGraw, Property Manager Biggi Partnerships PO Box 1698 Beaverton, OR 97075 Email jaimemcgraw@stevebiggi.com Phone (503) 646-2030 Fax (503) 526-0539 Mobile (503) 887-5336

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
745	24990 REDLANDS BOULEVARD	LOMA LINDA	CA	92354	Hometown Buffet, Inc.	BLUE BANNER COMPANY. INC.	P.O. Box 226 Riverside, CA 92502 Blue Banner Company, Inc. 2601 Third street Riverside, Ca. 92502
746	3000 GATEWAY STREET	SPRINGFIELD	OR	97477	Hometown Buffet, Inc.	BRFI GATEWAY LLC	Sara K. Pollard Assistant Property Manager Jones Lang LaSalle Americas, Inc. 3000 Gateway Street Springfield, OR 97477 Email: Sara.Pollard@am.jll.com
704	9635 Chapman Ave.	GARDEN GROVE	CA	92841	Hometown Buffet, Inc.	HGGA PROMENADE, L.P	Mary A. Fouladi Property Manager HUGHES INVESTMENTS 23 Corporate Plaza, Suite 245 Newport Beach, CA 92660
707	1025 WEST ROBINHOOD DRIVE	STOCKTON	CA	95207	Hometown Buffet, Inc.	HPC Stonecreek Investors, LP	Kathryn Hystad Regional Property Manager HIGHPOINT CAPITAL GROUP, LLC 18321 Ventura Boulevard, Suite 980 Tarzana, CA 91356 Email: Kathryn.H@hp-cap.com
813	6821 W CANAL DR	KENNEWICK	WA	99336	Hometown Buffet, Inc.	JBP PROEPTIES LLC	6721 LAKE WASHINGTON BLVD NE #10 Kirkland, WA 98033 Michael R. Jones - Managing Partner Jonesco@msn.com
743	1318 NORTH AZUSA AVENUE	COVINA	CA	91722	Hometown Buffet, Inc.	KIR COVINA, L.P.	KIMCO REALTY CORPORATION 23 Mauchly, Suite 100-104 Irvine, CA 92618 Ranfie Ancelovici rancelovici@kimcorealty.com 15 Southgate Avenue, Suite 201 Daly City, CA 94015
765	875-877 NORTH WILCOX AVENUE	MONTEBELLO	CA	90640	Hometown Buffet, Inc.	LUCKY MONTEBELLO SHOPPING CENTER	Alan Tun, CPA Real Estate Consultant Lisa Lau & Company, Inc. 217 E. Garvey Ave. Monterey Park, CA 91755 alan.tun@lisalauco.com

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796	4700 CANDLEWOOD ST	LAKWOOD	CA	90712	Hometown Buffet, Inc.	MACERICH LAKWOOD LP	Macerich 401 Wilshire Blvd. Suite 700 Santa Monica, CA 90401 Darlene David - VP, Senior Real Estate Counsel
705	651 PALOMAR STREET	CHULA VISTA	CA	91911	Hometown Buffet, Inc.	SC PALOMAR RETAIL CENTER AND EC PALOMAR RETAIL CENTER, LLC	SC PALOMAR RETAIL CENTER AND EC PALOMAR RETAIL CENTER, LLC Attn: Brian Crepeau - Sales & Leasing / VP of Management 10721 Treena St., Suite 200, San Diego, CA 92131 Email: Brian@pacifcoastcommercial.com
747	1804 SOUTH MOONEY BOULEVARD	VISALIA	CA	93277	Hometown Buffet, Inc.	VISALIA PROPERTY PARTNERSHIP	Richard W. Labowe, Esq. 1631 W. Beverly Blvd. Second Floor Los Angeles, CA 90026 fax (213) 975-1145 richardwlabowe@gmail.com
806	1008 EAST 17TH STREET	SANTA ANA	CA	92701	Hometown Buffet, Inc.	WILLIAM H. GRIFFITH, TRUSTEE	FIDUCIARY SERVICES LIMITED 5120 Campus Drive, Suite 100 Newport Beach, California 92660 nramirez@kjc-fasi.com Kenneth J. Cummins
794	1325 NEW CHURCHMANS ROAD	NEWARK	DE	19713	OCB Restaurant Company, LLC	ARCDBPPROP001	VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ 85016 Tonia Jones tjones@vereit.com
256	1850 W EMPIRE AVE	BURBANK	CA	91504	OCB Restaurant Company, LLC	ARCDPPPROP001	ARCDPPPROP001 VEREIT 2325 E. Camelback Road, 9th Floor Phoenix, AZ Tonia Jones tjones@vereit.com Debbie Hester - Vice President - Asset Management Dhester@VEREIT.com
138	4401 TRANSIT RD	BUFFALO	NY	14221	OCB Restaurant Company, LLC	BENCHMARK- CLARENCE ASSOCIATES, LLC	Michelle P. Hager Tenant Operations Assistant 4053 Maple Rd, Suite 200 Amherst, NY 14226 F: 716-833-2954

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237	821 COUNTY ROUTE 64	ELMIRA	NY	14903	OCB Restaurant Company, LLC	Big Flats Consumer Square	G&I IX Empire Big Flats LLC P.O. Box 5122 White Plains, NY 10602-5122 BROOKE STEVENS SENIOR LEASING REPRESENTATIVE DLC MANAGEMENT CORP. 565 TAXTER ROAD, 4th Floor ELMSFORD, NY 10523 E bstevens@dlcmgmt.com
73	6560 WEST FULLERTON AVENUE	CHICAGO	IL	60707	OCB Restaurant Company, LLC	BRICKTOWN SQUARE LLC	Amy Cobb Property Manager BONNIE Management Corporation 8430 W. Bryn Mawr, Suite 850 Chicago, IL 60631-3448 Fax: 708.851.0809 Email: amy@bonniemgmt.com
298	1665 COUNTRYSIDE DR	TURLOCK	CA	95380	OCB Restaurant Company, LLC	COUNTRYSIDE PLAZA	Joseph Vieira 227 N. Santa Cruz Ave., Suite B Los Gatos, CA 95030 joe@vieiraco.com
251	10445 INDIANAPOLIS BOULEVARD	HIGHLAND	IN	46322	OCB Restaurant Company, LLC	DDRM HIGHLAND GROVE, LLC	SITE CENTERS 3300 Enterprise Pkwy Beachwood, OH 44122
337	3520 W CARSON ST	TORRANCE	CA	90503	OCB Restaurant Company, LLC	DEL AMO FASHION CENTER OPERATING CO, LLC	SIMON PROPERTY GROUP Attn: Legal/Real Estate 225 West Washington Street Indianapolis, IN 46204
340	1315 GATEWAY BLVD	FAIRFIELD	CA	94533	OCB Restaurant Company, LLC	FAIRFIELD GATEWAY, LP	Courtney Jones Principal Crosspoint Realty Services, Inc. (10/2020) 20211 Patio Drive, Suite 145 Castro Valley, CA 94546
16	4902 SOUTH 74TH STREET	GREENFIELD	WI	53220	OCB Restaurant Company, LLC	GREENFIELD, L.P.	Bonnie Management Corp. 8430 W. Bryn Mawr Ave., Suite 850 Chicago, Illinois 60631-3448
299	2900 DEERFIELD DR	JANESVILLE	WI	53546	OCB Restaurant Company, LLC	INLAND COMMERCIAL PROPERTY MANAGEMENT INC.	814 Commerce Drive, Suite 300 Oak Brook, IL 60523 Kevin Forrest Regional Property Manager KForrest@PineTree.com

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234	5083 JONESTOWN ROAD	HARRISBURG	PA	17112	OCB Restaurant Company, LLC	KIMCO OF PENNSYLVANIA TRUST	Jennifer L Gordon Tenant Sales Coordinator 1954 Greenspring Drive, Suite 330 Timonium, MD 21093 Jgordon@kimcorealty.com
309	636 LANCASTER DRIVE NE	SALEM	OR	97301	OCB Restaurant Company, LLC	LANCASTER CENTER EAST, LLC	7200 NE 41st Street, Suite #100 Vancouver, OR 98662 Mark Conklin Corporate Controller North Pacific Management CoHo Services 7200 NE 41st Street, Suite #100 Vancouver, WA 98662
259	6625 EAST SOUTHERN AVENUE	MESA	AZ	85206	OCB Restaurant Company, LLC	NED ME AND CONNIE G	TRUSTEE OF NED M AND CONNIE G Michael A Jones 1850 N. Central Avenue, Suite 1150 mjones@allenbarneslaw.com Phoenix, AZ 85004
297	7868 VAN NUYS BOULEVARD	VAN NUYS	CA	91402	OCB Restaurant Company, LLC	NF PLANT ASSOCIATES, LLC	Tim Kushner Director, Commercial Division Decron Properties Corp. 6222 Wilshire Boulevard, Suite 400 Los Angeles, CA 90048
306	10542-A SE WASHINGTON ST	PORTLAND	OR	97216	OCB Restaurant Company, LLC	PLAZA 205 GARP, LLC	GERRITY GROUP, LLC 973 Lomas Santa Fe, Suite A Solana Beach, CA 92075 Deborah Java Assistant Property Manager Gerrity Group 973 Lomas Santa Fe Drive Solana Beach, CA 92075
2483	2151 GALLATIN PIKE NORTH	MADISON	TN	37115	OCB Restaurant Company, LLC	RB RIVERGATE LLC	c/o RD MANAGEMENT LLC 810 7th Avenue New York, NY 10019
149	9620 METRO PKWY W	PHOENIX	AZ	85051	OCB Restaurant Company, LLC	REALM PENNANT RETAIL PARTNERS LLC	NOTICE ADDRESS: REALM PENNANT RETAIL PARTNERS, LLC 320 S. Cedros Avenue, Suite 400 Solana Beach, CA 92075 Gordon Keig - Principal Pennant Development, LLC gordon@pennantdevelopment.com

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305	5815 LAKEWOOD TOWNE CENTER BLVD SW	TACOMA	WA	98499	OCB Restaurant Company, LLC	RPAI US MANAGEMENT LLC	2021 Spring Road, Suite 200 Oak Brook, IL 60523 Krystal Peltzer Property Management RPAI US Management LLC 5731 Main Street SW Lakewood, WA 98499 peltzer@rpai.com
269	3617 W SHAW AVENUE	FRESNO	CA	93711	OCB Restaurant Company, LLC	SHAW MARKETPLACE PAK, LLC	MANCO ABBOTT, INC. 1398 W. Herndon Ave., Suite 105 Fresno, CA 93711 Nora Kutnerian norak@mancoabbott.com
339	704 SOUTHLAND MALL	HAYWARD	CA	94545	OCB Restaurant Company, LLC	SOUTHLAND MALL LP	Brookfield Properties Chicago Office 350 N Orleans St. Suite 300, Chicago, IL 60654 pan.liu@brookfieldpropertiesretail.com
263	930 DENNERY RD	SAN DIEGO	CA	92154	OCB Restaurant Company, LLC	YAM AND SUE LEE LIVING TRUST	4043 Mark Terrace San Diego, CA 92117 yamlee224@hotmail.com
2436	4615 BROADWAY ST	MOUNT VERNON	IL	62864	Ryan's Restaurant Group, LLC	REALTY INCOME ILLINOIS PROPERTIES 4, LLC	11995 El Camino Real San Diego, CA 92130
830	3801 PELANDALE AVE BUILDING D	MODESTO	CA	95356	Tahoe Joe's, Inc.	CFT NorthPointe, LLC	CFT NorthPointe, LLC 1767 Germano Way Pleasanton, CA 94566 Tiana C. Jenkins Chief Operating Officer CFT Properties