IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:	)	Chapter 11 (Joint Administration)
SD-Charlotte, LLC, *et al.*,[1]	)	Case No. 20-30149
Debtors.	)	

NOTICE OF FILING OF PROPOSED CONFIRMATION ORDER

PLEASE TAKE NOTICE that, on June 19, 2020, Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC and SD Restaurant Group, LLC (collectively, the "Plan Debtors") filed *Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC and SD Restaurant Group, LLC Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Doc. No. 414] (the "Plan") and the *Disclosure Statement for Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC, and SD Restaurant Group, LLC Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Doc. No. 415] (the "Disclosure Statement").

PLEASE TAKE NOTICE that, on July 8, 2020, the United States Bankruptcy Court for the Western District of North Carolina (the "Court") entered the *Order (i) Conditionally Approving the Disclosure Statement for Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC, and SD Restaurant Group, LLC Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code; (ii) Scheduling a Combined Disclosure Statement and Confirmation Hearing; (iii) Approving the Solicitation Packages and Procedures; (iv) Approving the Form of the Ballot; (v) Setting Administrative Claims Bar Date; and (vi) Granting Related Relief* [Doc. No. 454] (the "Conditional Disclosure Statement Order") conditionally approving the Disclosure Statement and scheduling a combined hearing (the "Combined Hearing") for approval of the Disclosure Statement on a final basis and confirmation of the Plan.

PLEASE TAKE NOTICE that the Plan Debtors hereby file a proposed order approving the Disclosure Statement on a final bases and confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Combined Hearing will be held before the Court, the Honorable Laura T. Beyer presiding, at 401 West Trade Street,

[1] The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: SD-Charlotte, LLC (7237); RTHT Investments, LLC (2540); SD Restaurant Group, LLC (0331); SD-Missouri, LLC (8294) and Southern Deli Holdings, LLC (9425).

Courtroom 1-5, Charlotte, NC 28202, on **August 14, 2020 at 9:30 a.m. (Eastern Time)**. The Combined Hearing may be continued from time to time without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Plan, the Disclosure Statement, and other documents and materials filed in these chapter 11 cases (i) are available for viewing or downloading, free of charge, on the Debtors' claims agent website, at https://cases.stretto.com/SDCharlotte, or (ii) can be obtained by contacting the Debtors' claims agent, Stretto, via telephone at 855-303-5664.

[Remainder of Page Intentionally Left Blank]

Dated: August 12, 2020

MOORE & VAN ALLEN PLLC

/s/ Julia A. May

Zachary H. Smith (NC Bar 48993)
Hillary B. Crabtree (NC Bar 26500)
James Langdon (NC Bar 23241)
Julia A. May (NC Bar 50528)
Joanne Wu (NC Bar 55044)
100 N. Tryon Street, Suite 4700
Charlotte, NC 28202
Telephone: (704) 331-1000
Facsimile: (704) 339-5968
Email: zacharysmith@mvalaw.com
Email: hillarycrabtree@mvalaw.com
Email: jimlangdon@mvalaw.com
Email: juliamay@mvalaw.com
Email: joannewu@mvalaw.com

Counsel to the Debtors and Debtors-In-Possession

EXHIBIT 1

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:	)	Chapter 11 (Joint Administration)
SD-Charlotte, LLC, *et al.*,[1]	)	Case No. 20-30149
Debtors.	)	

ORDER (I) CONFIRMING THE JOINT PLAN OF LIQUIDATION AND (II) APPROVING THE DISCLOSURE STATEMENT FOR DEBTORS SD-CHARLOTTE, LLC, SD-MISSOURI, LLC, RTHT INVESTMENTS, LLC AND SD RESTAURANT GROUP, LLC

Upon the filing of *Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC, and SD Restaurant Group, LLC, Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, modified or supplemented, the "**Plan**")[Docket No. 414],[2] which is attached hereto as **Exhibit A**; and the Court previously having entered the *Order (i)*

[1] The debtors, together with the last four digits of each Debtor's federal tax identification number, are: SD-Charlotte, LLC (7237); RTHT Investments, LLC (2540); SD Restaurant Group, LLC (0331); SD-Missouri, LLC (8294); and Southern Deli Holdings, LLC (9425) (collectively, the "**Debtors**"). Debtor Southern Deli Holdings, LLC is not a party to the Plan. The Plan solely covers the estates of SD-Charlotte, LLC, RTHT Investments, LLC, SD-Missouri, LLC and SD Restaurant Group, LLC (the "**Plan Debtors**").

[2] Capitalized terms used in this order (the "**Confirmation Order**") but not otherwise defined shall have the same meaning as in the Plan.

Conditionally Approving the Disclosure Statement for Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC, and SD Restaurant Group, LLC, Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code (the "**Disclosure Statement**")[Docket No. 415]*; (ii) Scheduling a Combined Disclosure Statement and Combined Hearing; (iii) Approving Solicitation Packages and Procedures; (iv) Approving the Form of the Ballot; (v) Setting Administrative Claim Bar Date; and (vi) Granting Related Relief* [Docket No. 416] (the "**Conditional Approval and Procedures Order**") conditionally approving the Disclosure Statement and Plan for solicitation purposes only; and the Plan Debtors having served the Disclosure Statement and Plan and the other documents required by the Conditional Approval and Procedures Order on the Holders of Claims and Interests and other parties in interest pursuant to the Conditional Approval and Procedures Order; and the Plan Debtors having filed the documents comprising the Plan Supplement on July 28, 2020 [Docket No. 486] (as may be amended, modified or supplemented, the "**Plan Supplement**"); and the Court having considered the *Plan Debtors' Memorandum of Law in Support of Confirmation of Joint Plan of Liquidation of Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC and SD Restaurant Group, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 510] (the "**Confirmation Brief**"), the *Declaration of Brian Rosenthal in Support of Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC and SD Restaurant Group, LLC Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 511] (the "**Rosenthal Declaration**") and the *Declaration of Angela Tsai on Behalf of Stretto Regarding Solicitation of Votes and Tabulation of Ballots Accepting and Rejecting Proposed Joint Chapter 11 Plan of Liquidation* [Docket No. 512] (the "**Voting Certification**"); and the Court having considered the record in these chapter 11 cases, the support for the Plan evidenced on the record and in the Rosenthal Declaration and Voting Certification, the compromises and settlements embodied in and contemplated by the Plan, the submissions and arguments of counsel regarding confirmation of the Plan, and the evidence regarding confirmation of the Plan; and the hearing to consider confirmation of the Disclosure Statement and Plan having occurred on August 14, 2020 (the "**Combined Hearing**"); and after due deliberation:

THE COURT HEREBY FINDS, DETERMINES AND CONCLUDES:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the 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. 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. This Court has jurisdiction over these chapter 11 cases (the "**Chapter 11 Cases**") pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these proceedings and the Chapter 11 Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b)(2) and this Court may enter a final order hereon under Article III of the United States Constitution. The Plan Debtors are eligible to be debtors under Section 109 of the Bankruptcy Code. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Plan Debtors are the plan proponents in accordance with Section 1121(a) of the Bankruptcy Code.

C. On February 7, 2020 (the "**Petition Date**"), the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their affairs as debtors-in-possession pursuant to sections 1107(a) and

1108 of the Bankruptcy Code. No trustee or examiner has been appointed pursuant to Section 1104 of the Bankruptcy Code. On February 20, 2020, the *Order Appointing Creditors' Committee* [Doc. No. 87] was entered appointing the unsecured creditors' committee (the "**Committee**") in these Chapter 11 Cases.

D. The Court takes judicial notice of the docket of these Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases. No objections to the Disclosure Statement or the Plan were filed in these Chapter 11 Cases.

E. The disclosures contained in the Disclosure Statement provided Holders of Claims and Interests entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

F. The Plan Debtors have complied with the Conditional Approval and Procedures Order in all respects.

G. The Plan Debtors have the burden of proving the elements of Sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. The Plan Debtors have met such burden.

H. As evidenced by the Voting Certification, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the "**Local Rules**") and applicable nonbankruptcy law.

I. The period during which the Plan Debtors solicited acceptances to the Plan was reasonable in the circumstances of these Chapter 11 Cases and enabled Holders of Claims to make an informed decision to accept or reject the Plan.

J. The Plan, the Disclosure Statement, the ballots, and the Combined Hearing Notice and the Non-Voting Notices (each as defined in the Conditional Approval and Procedures Order) were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, and the Conditional Approval and Procedures Order. The forms of the ballots adequately addressed the particular needs of these Chapter 11 Cases.

K. The Disclosure Statement and Plan (including all exhibits thereto) and the Combined Hearing Notice and the Non-Voting Notices provided Holders of Claims and Interests and other parties in interest with sufficient notice of the injunction, exculpation and release provisions contained in Article IX of the Plan in satisfaction of the requirements of Bankruptcy Rule 3016(c).

L. The Holders of Claims in Class 1 (Prepetition Secured Lender Claim) has voted to accept the Plan in the numbers and amounts required by section 1126(d) of the Bankruptcy Code. No creditors opted out of the releases contained in Article IX of the Plan.

M. Notice of the Combined Hearing was adequate pursuant to Bankruptcy Rules 2002 and 3020. All parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

N. The Plan Debtors, and their respective agents, representatives, attorneys, and advisors have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Code and the Conditional Approval and Procedures Order and are entitled to the protections afforded by section 1125(e) of the Code and the exculpation and limitation of liability provision set forth in the Plan.

O. The releases and exculpation contained in Article IX of the Plan for the benefit of the Released Parties and Exculpated Parties, respectively, are consistent with and permissible under applicable law.

P. The Global Resolution incorporated into the Plan is in the best interests of the Plan Debtors, the Estates, the Plan Debtors' creditors and other parties in interest, and is fair, equitable, and within the range of reasonableness.

II. Compliance with the Requirements of Section 1129 of the Bankruptcy Code

O. The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Plan is dated and identifies the Plan Debtors as proponents, thereby satisfying Section 1129(a)(1) of the Bankruptcy Code.

P. In addition to Administrative Expense Claims and Priority Claims, which need not be classified, Article II of the Plan classifies five Classes of Claims and Interests for the Plan Debtors. The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Interests. The Plan therefore satisfies Sections 1122 and 1123(a)(1) of the Bankruptcy Code.

Q. Pursuant to Article II of the Plan, Other Secured Claims (Class 2) is identified as unimpaired under the Plan within the meaning of Section 1124 of the Bankruptcy Code, thereby satisfying Section 1123(a)(2) of the Bankruptcy Code.

R. Article II of the Plan designates the following Classes as impaired within the meaning of Section 1124 of the Bankruptcy Code and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying Section 1123(a)(3) of the Bankruptcy Code: Prepetition Secured Lender Claims (Class 1), General Unsecured Claims (Class 3), Intercompany Claims of Plan Debtors (Class 4) and Interests in Plan Debtors (Class 5).

S. The Plan provides for the same treatment by the Plan Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying Section 1123(a)(4) of the Bankruptcy Code.

T. The Plan provides adequate and proper means for the implementation of the Plan, thereby satisfying Section 1123(a)(5) of the Bankruptcy Code, including the (i) cancellation of certain securities and certain agreements of the Plan Debtors, (ii) appointment of a Plan Administrator to administer the Post-Effective Date Debtors, (iii) appointment of the Oversight Committee, (iv) the creation of a Wind Down Fund to fund (a) the PACA/PASA Administrative and Priority Claim Reserve, (b) the Professional Fee Reserve, (c) such other reserves and/or escrowed amounts as set forth under the Sale Orders, (d) the Plan Administrator Reserve, (e) the Statutory Fee Reserve, and (f) the Committee Observer Reserve all of which shall be used to fund expenses, pay Distributions to Allowed Claims as set forth in the Plan and pay for costs associated with dissolution of the Post-Effective Date Debtors.

U. The Plan does not provide for the issuance of nonvoting equity securities, therefore Section 1123(a)(6) of the Bankruptcy Code is not applicable.

V. Article IV of the Plan governs the assumption and rejection of Executory Contracts and Unexpired Leases, unless otherwise provided in the Plan, and meets the requirements of Section 365(b) of the Bankruptcy Code.

W. The Plan's provisions are appropriate and consistent with the applicable provisions of the Code, including, without limitation, provisions for (a) distributions to Holders of Allowed Claims, (b) the disposition of executory contracts and unexpired leases, (c) allowance or disallowance of Claims, (d) exculpation of various persons as set forth in the Plan and (e) the various injunctions set forth in the Plan.

X The Plan (including all documents necessary to effectuate the Plan) has been proposed in good faith and not by any means forbidden by law, thereby satisfying Section 1129(a)(3) of the Bankruptcy Code. Such good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Confirmation Brief, the Rosenthal Declaration and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Plan was developed and negotiated in good faith and at arms'-length among representatives of the Plan Debtors, the Prepetition Secured Lender and the Committee. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with Sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129, and 1142 of the Bankruptcy Code and applicable case law in the Fourth Circuit.

Y. Any payment made or to be made by the Plan Debtors for services or for costs and expenses of the Plan Debtors' professionals in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by this Court as reasonable, or are subject to the approval of, the Court as reasonable.

Z. The Plan satisfies Section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis provided in the Disclosure Statement, and the other evidence proffered or adduced at the Combined Hearing, including, but not limited to, the Rosenthal Declaration (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each Holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Plan Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

AA. Holders of Class 3, 4 and 5 Claims (the "**Deemed Rejecting Classes**") are Impaired by the Plan and are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Pursuant to Section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed notwithstanding the fact that the Deemed Rejecting Classes are impaired and are deemed to have rejected the Plan. The remaining Classes accepted the Plan or are deemed accepting classes.

BB. The treatment of Allowed Administrative Expense Claims and Priority Claims under Article II of the Plan satisfies the requirements of Section 1129(a)(9)(A) and (B) of the Bankruptcy Code.

CC. Holders of Claims in Class 1 voted to accept the Plan, determined without including any acceptance of the Plan by any insider, thereby satisfying the requirements of Section 1129(a)(10) of the Bankruptcy Code.

DD. The Plan provides that on the Effective Date, and thereafter as may be required, the Post-Effective Date Debtors shall pay all fees payable pursuant to Section 1930 of title 28 of the United States Code, thereby satisfying Section 1129(a)(12) of the Bankruptcy Code.

EE. As of the Effective Date, the Plan Debtors do not maintain retirement plans or other benefits obligations as they no longer have employees. Accordingly, Section 1129(a)(13) of the Bankruptcy Code is not applicable to the Plan.

FF. The Plan 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 to these Chapter 11 Cases.

GG. The Plan Debtors are not individuals, and accordingly, Section 1129(a)(15) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

HH. The Plan Debtors are each a moneyed, business, or commercial corporation, and accordingly, Section 1129(a)(16) of the Bankruptcy Code is inapplicable to their Chapter 11 Cases.

II. Holders of Claims in the Deemed Rejecting Classes are deemed to have rejected the Plan. Based upon the evidence proffered, adduced, and presented by the Plan Debtors at the Combined Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect to the aforementioned Classes, as required by Sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding the rejection of the Plan by the Deemed Rejecting Classes.

JJ. The Plan is the only plan filed in these cases and accordingly, Section 1129(c) of the Bankruptcy Code is inapplicable.

KK. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act, and no governmental entity has objected to the confirmation of the Plan on any such grounds. Therefore, the Plan satisfies the requirements of Section 1129(d) of the Bankruptcy Code.

LL. The modifications to the Plan pursuant to any Plan Supplement filed by the Plan Debtors through the date hereof constitute changes that do not materially and adversely change the treatment of any other Claims or Interests.

MM. Based on the record before the Court, the Confirmation Brief and the record of the Chapter 11 Cases, each Plan Debtor, each Debtor in Possession, Brian Rosenthal as CRO and MERU LLC, their respective financial advisors, attorneys and accountants and other professionals, if any, and all past, present and future officers, directors, managing directors, servants, shareholders, and, to the extent they are natural persons, all members, managers, partners, employees, agents, representatives and consultants thereof have acted in "good faith" within the meaning of Section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in Section 1125 of the Bankruptcy Code and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan and are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the release, exculpation and related Plan provisions set forth in Article IX of the Plan. For the avoidance of doubt, Yaron Goldman and current members and managers of the Plan Debtors shall not be Exculpated Parties.

NN. All documents necessary to implement the Plan, including the Plan Administrator Agreement, those contained in the Plan Supplement, and all other relevant and necessary documents have been developed and negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, and subject to the occurrence of the Effective Date, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law. Between the Combined Hearing and the Effective Date, the parties may modify and amend the Plan and Plan Supplement (the "**Plan Documents**"). However, final versions of the Plan Documents will be posted prior to the Effective Date. Any such modifications shall be consistent with the intent of the Plan as proposed and shall be effective only if consented to by the parties affected thereby.

OO. The Court has jurisdiction under Sections 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpation and related Plan terms set forth in Article IX and elsewhere in the Plan and Confirmation Order. Section 105(a) of the Bankruptcy Code permits approval of the releases, exculpation and related Plan terms set forth in Article IX and elsewhere in the Plan and Confirmation Order, because, as has been established here based upon the record in the Chapter 11 Cases and the evidence presented in the Confirmation Brief and at the Combined Hearing, such provisions (i) were integral to the agreement among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in Section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Plan Debtors' Estates, (iii) are fair, equitable, and reasonable, and (iv) are in the best interests of the Plan Debtors, their Estates, and parties in interest.

PP. Pursuant to Section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases, exculpation and related Plan terms set forth in the Plan and implemented by this Confirmation Order are fair, equitable, reasonable, and in the best interests of the Plan Debtors, and their Estates, Creditors, and equity Holders. The releases and exculpation of non-Debtors under the Plan are fair to Holders of Claims and are necessary to the proposed liquidation as set forth in the Plan. Such releases, exculpation and related Plan terms are given in exchange for and are supported by fair, sufficient, and adequate consideration provided by each and all of the parties providing such releases. The Confirmation Brief and the record of the Combined Hearing and these Chapter 11 Cases are sufficient to support the releases, exculpation and related Plan terms provided for in Article IX of the Plan. Accordingly, based upon the record of these Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Combined Hearing, this Court finds that the releases, exculpation and related Plan terms set forth in Article IX of the Plan are consistent with the Bankruptcy Code and applicable law.

QQ. Based on the foregoing, the Plan satisfies the requirements for confirmation set forth in Section 1129 of the Bankruptcy Code.

IT IS HEREBY ORDERED THAT:

1. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.

2. Notice of the Combined Hearing complied with the terms of the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

3. The Disclosure Statement is approved as containing adequate information within the meaning of Section 1125 of the Bankruptcy Code.

4. The Plan, as amended or modified, including all exhibits and attachments to the Plan and the Plan Supplements filed by the Plan Debtors are approved and the Plan is hereby confirmed under section 1129 of the Bankruptcy Code. The Plan, including all terms, all exhibits and attachments to the Plan and the Plan Supplement, as amended or modified, are incorporated by reference into and are an integral part of this Confirmation Order. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision. Each term and provision of the Plan is valid and enforceable pursuant to its terms.

5. The modifications and amendments to the Plan through the date hereof, including modifications made pursuant to this Confirmation Order, meet the requirements of Sections 1127(a) and (c) of the Bankruptcy Code. Such modifications do not materially and adversely affect the treatment of the Claim of any Creditor or Interest Holder within the meaning of Bankruptcy Rule 3019(a) and no further solicitation or voting is required.

6. The compromises and settlements set forth in the Plan are approved, including with respect to the Global Resolution, and will be effective immediately and binding on all parties in interest on the Effective Date.

7. The terms of the Plan, the Plan Supplement, and the exhibits thereto (including, without limitation, the Global Resolution) are incorporated herein by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto (including, without limitation, the Global Resolution), and all other relevant and necessary documents executed or to be executed in connection with the transactions contemplated by the Plan shall be effective and binding as of the Effective Date.

8. No objections to the Disclosure Statement or the Plan were filed in these Chapter 11 Cases. Any and all objections to the Plan that were presented at the Combined Hearing that have not been withdrawn or resolved are hereby overruled.

9. The solicitation of votes on the Plan complied with the solicitation procedures set forth in the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law.

10. The forms of ballots are in compliance with Bankruptcy Rule 3018(c) and are approved in all respects.

11. The classification and allowance of Claims and Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications and amounts of Claims set forth on the ballots for voting purposes do not constitute an allowance of any Claim for purposes of distribution under the Plan. Except with respect to Claims that are expressly Allowed under the Plan or herein, the Plan Debtors and the Plan Administrator retain all rights to contest the amount, classification or validity of any Claim for purposes of allowance and/or distribution under the Plan, as provided in the Plan and this Confirmation Order.

12. The documents contained in the Plan Supplement are integral to the Plan and are approved by the Court, and each of the Plan Debtors, the Post-Effective Date Debtors and the Plan Administrator, as applicable, are authorized to take all actions required under the Plan and the Plan Supplement to effectuate the Plan and the transactions contemplated therein subject to, in each case, the respective rights of the Oversight Committee and the Prepetition Secured Lender.

13. Subject to the occurrence of the Effective Date as provided in Article X of the Plan, and notwithstanding any otherwise applicable law, immediately upon the entry of this Confirmation Order, the terms of the Plan, as amended or modified (including all exhibits and attachments thereto, and all documents and agreements executed pursuant to the Plan) and this Confirmation Order shall be binding on (a) the Plan Debtors and the Post-Effective Date Debtors (b) all Holders of Claims against and Interests in the Plan Debtors, whether or not Impaired under the Plan and whether or not, if Impaired, such Holders accepted the Plan, (c) each Person acquiring property or an Interest under the Plan, (d) any other party-in-interest, (e) any Person making an appearance in these Chapter 11 Cases, (f) any Person receiving notice of these Chapter 11 Cases or the Plan, and (g) each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians. Upon the making of the distributions to be made on the Effective Date or soon thereafter, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Code.

14. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan. In accordance with section 1142(b) of the Bankruptcy Code, upon the entry of this Confirmation Order, the Plan Debtors, the Post-Effective Date Debtors and the Plan Administrator, as applicable, each acting by and through their respective officers and agents, are authorized to take any and all actions necessary or appropriate to implement the Combined Disclosure Statement and Plan, including, without limitation, (i) consummating the Global Resolution and (ii) entering into the Plan Administrator Agreement

(substantially in the form included in the Plan Supplement), as applicable, in each case, without any further order of the Court.

15. Subject to payment of any applicable filing fees under applicable non-bankruptcy law, each federal, state, commonwealth, local, foreign or other governmental agency is authorized to accept for filing and/or recording any and all documents, mortgages and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

16. On the Effective Date, the Plan Debtors shall fund the Wind Down Fund for the Plan Administrator to effectuate the provisions of the Plan and wind down the affairs of the Plan Debtors.

17. On the Effective Date, the Oversight Committee shall be appointed with all oversight rights with respect to the post-Confirmation Date activities of the Post-Effective Date Plan Debtors and the Plan Administrator as set forth in the Plan and the Plan Administrator Agreement.

18. On the Effective Date, all existing Interests in the Plan Debtors shall be canceled and the Plan Administrator shall be deemed to hold one limited liability company interest the Plan Debtors solely for the benefit of Holders of Allowed Claims and Interests. For the avoidance of doubt, the Plan Administrator shall not be entitled to receive any Distribution under the Plan on account of such limited liability company interest. The entry by the Plan Debtors into the Plan Administrator Agreement is approved and shall not be in conflict with any federal or state law. Further, the appointment of Brian Rosenthal of MERU, LLC as Plan Administrator is approved.

19. The Plan Administrator shall, in addition to any powers and authority specifically set forth in other provisions of the Plan and the Plan Administrator Agreement (subject to, in each case, the respective rights of the Oversight Committee and the Prepetition Secured Lender), be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (ii) establish, as necessary, disbursement accounts for the deposit and distribution of all amounts distributed under the Plan, (iii) make Distributions in accordance with the Plan, (iv) object to Claims, as appropriate, (v) employ and compensate professionals to represent it with respect to its responsibilities, (vi) assert any of the Plan Debtors' claims, Causes of Action, rights of setoff, or other legal or equitable defenses, and (vii) exercise such other powers as may be vested in the Plan Administrator by order of the Court, pursuant to the Plan, or as deemed by the Plan Administrator to be necessary and proper to implement the provisions hereof. The Plan Administrator may take any and all actions which it deems reasonably necessary or appropriate to defend against any Claim, including, without limitation, the right to: (a) exercise any and all judgment and discretion with respect to the manner in which to defend against or settle any Claim, including, without limitation, the retention of professionals, experts and consultants; and (b) enter into a settlement agreement or agreements without Court-approval (subject to the Plan Administrator Agreement and the respective rights of the Oversight Committee and the Prepetition Secured Lender).

20. For the avoidance of doubt, the dissolution of the Committee in Article XI.N of the Plan shall only apply to the dissolution of the Committee in the Plan Debtors' cases and shall not apply to the chapter 11 case of Southern Deli Holdings, LLC, who is not a party to the Plan.

21. Upon the later of the Effective Date and the appointment of the Plan Administrator, the Plan Debtors will have no other officers, directors or managers. On the Effective

Date, pursuant to the provisions of section 1141(b) and (c) of the Bankruptcy Code, any assets that are the property of the Plan Debtors' Estates on the Effective Date, including, without limitation, any Causes of Action, other than the Permitted Causes of Action, shall revest in the Post-Effective Date Debtors free and clear of all Claims, Interests, liens, encumbrances, charges, liabilities, and other interests, except as otherwise provided in the Plan or this Confirmation Order and subject to the terms and conditions of the Plan and this Confirmation Order.

22. In connection with and following the closing of the Chapter 11 Cases, the Post-Effective Date Debtors and the Plan Administrator are authorized to take any and all actions necessary to effect the Plan Debtors' dissolution or cancellation under the applicable state of incorporation or formation, each as applicable. The filing of each Plan Debtor's certificate of dissolution or cancellation, as applicable, shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including, without limitation, any action by the stockholders, members, or board of directors of each such Plan Debtor. Further, the Post-Effective Date Debtors and the Plan Administrator are authorized to file the required documents providing for such dissolution or cancellation, as applicable, without bringing franchise taxes current and regardless of whether the Plan Debtors are in good standing. In addition, the Plan Administrator shall be authorized without any action by the stockholders, members, or board of directors of each Plan Debtor, in the name of and on behalf of each Plan Debtor, to complete and file each Plan Debtor's final federal, state, and local tax return.

23. Requests for payment of Administrative Expense Claims (other than 503(b)(9) Claims, which are subject to the May 22, 2020 Bar Date and the Claims of Governmental Units arising under section 503(b)(1)(B), (C) or (D) of the Bankruptcy Code) must be filed no later than the Administrative Expense Bar Date. Such Administrative Expense Claims must be filed

with the Bankruptcy Court and served on the Post-Effective Date Debtors, the Plan Administrator, and the Claims and Noticing Agent, within thirty (30) days from the date of entry of this Confirmation Order. Such request for payment of Administrative Expense Claim must include at a minimum: (i) the name of the Holder of the Administrative Expense Claim; (ii) the asserted amount of the Administrative Expense Claim; (iii) the basis of the Administrative Expense Claim; and (iv) supporting documentation for the Administrative Expense Claim. **FAILURE TO TIMELY AND PROPERLY FILE AND SERVE SUCH REQUEST FOR PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISALLOWED. IF FOR ANY REASON ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL NOT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN AND SHALL BE SUBJECT TO THE INJUNCTION PROVISION.**

24. All Professionals, other than ordinary course professionals (who will not be required to file final applications for allowance of compensation), who are seeking Professional Fee Claims or who have been compensated from the Estates of the Plan Debtors during these Chapter 11 Cases, pursuant to Sections 327, 328, 330, 503(b), 506 or 1103 of the Bankruptcy Code, shall (a) file final applications for allowance of compensation for services and reimbursement of expenses incurred from the Petition Date through the Effective Date by no later than the Administrative Expense Bar Date, and (b) if granted such an award by the Bankruptcy Court, be paid in full by the Plan Administrator or as otherwise provided in the Plan in such amounts as are Allowed by Final Order of the Bankruptcy Court (i) on the date such Professional Fee Claim becomes an Allowed Professional Fee Claim, or as soon thereafter as is practicable, or

(ii) when mutually agreed upon by such Holder of an Professional Fee Claim and the Plan Administrator. **Any Holder of a Professional Fee Claim that does not assert such Claim shall have its Claim deemed Disallowed under the Plan and be forever barred from asserting such Claim against any of the Plan Debtors and the Estates.** Any such Claim and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Professional Fee Claim.

25. Upon the Effective Date, any requirement that Professionals comply with Sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Post-Effective Date Debtors may employ and pay any professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party (except as required by the Plan Administrator Agreement) or action, order or approval of the Bankruptcy Court.

26. For the avoidance of doubt, pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are expressly incorporated into this Confirmation Order as if set forth in full herein and are hereby approved and shall be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Person or Entity: (a) the exculpation provision (Article IX.A.); (b) the debtor releases (Article IX.B.); (c) the third party releases (Article IX.C.); and (d) the injunction provisions (Article IX.D. and Article IX.E.).

27. The injunction provisions set forth in the Plan, including, without limitation, Article IX.D and E. of the Plan, are hereby approved in their entirety. Except as otherwise provided in the Plan or this Confirmation Order, from and after the Effective Date, all Persons are

permanently enjoined from commencing or continuing in any manner, any cause of action released or to be released pursuant to the Plan or this Confirmation Order.

28. From and after the Effective Date, to the extent of the releases and exculpation granted in the Plan and this Confirmation Order, the Releasing Parties shall be permanently enjoined from commencing or continuing in any manner against the Released Parties and the exculpated parties and their assets and properties, as the case may be, any suit, action or other proceeding, on account of or respecting any claim, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to the Plan.

29. Notwithstanding anything in the Plan to the contrary, solely for purposes of third-party releases under Section IX.C of the Plan, (i) Itria Ventures LLC, (ii) Libertas Funding, LLC, (iii) Advantage Platform Services, Inc., and (iv) for each of (i)-(iii), each such Entity's Representatives, shall not receive third-party releases from the Releasing Parties; *provided*, *however*, that (a) the Debtors, (b) the Creditors' Committee, (c) the Prepetition Secured Lender, (d) the DIP Lender, solely in its capacity as such, (e) Itria Ventures LLC, (f) Libertas Funding, LLC, (g) Advantage Platform Services, Inc., and (h) for each of (a)-(g), each such Entity's Representatives, with all such parties (a)-(g) having consented to these releases, shall be deemed to, completely, conclusively, absolutely, unconditionally, irrevocably and forever waive, void, extinguish and release (i) Itria Ventures LLC, (ii) Libertas Funding, LLC, (iii) Advantage Platform Services, Inc., and (iv) for each of (i)-(iii), each such Entity's Representatives, from any claim, Claim, Cause of Action, Avoidance Action, obligation, suit, judgment, damages, debt, right, remedy or liability, for any act or omission (i) that took place prior to the Effective Date relating to and/or in connection with any of the Plan Debtors, and (ii) in connection with, relating to, or arising out of the Chapter 11 Cases, the negotiation and Filing of this Plan, the Filing of the Chapter

11 Cases, the settlement of Claims or renegotiation of Executory Contracts and leases, the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be Distributed under this Plan.

30. Except as otherwise expressly provided in the Plan or in this Confirmation Order, the Plan Supplements or related documents, or for obligations under the Plan, all persons who have held, hold or may hold claims or interests that have been released, discharged, or are subject to exculpation, are permanently enjoined, from and after the Effective Date, from taking any of the following actions: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such persons on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting or enforcing any encumbrance of any kind against such persons or the property or estate of such persons on account of or in connection with or with respect to any such claims or interests; and (4) commencing or continuing any manner or action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released, settled or discharged pursuant to the Plan.

31. For the avoidance of doubt, and notwithstanding anything to the contrary in this Confirmation Order, the Plan Debtors do not provide releases with respect to the Permitted Causes of Action.

32. The rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for and in complete satisfaction of all claims and interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against the Plan Debtors or any of their assets, property or Estate.

33. The Plan shall not become effective unless and until all conditions set forth in Article VIII.B of the Plan have been satisfied or waived pursuant to Article VIII.E of the Plan. In the event that one or more of the conditions specified in Article VIII.B of the Plan have not been satisfied or waived in accordance with Article VIII.E of the Plan, (i) the Confirmation Order shall be vacated, (ii) no distributions under the Plan shall be made, (iii) the Plan Debtors and all Holders of Claims and Interests shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (iv) all of the Plan Debtors obligations with respect to Claims and Interests shall remain unchanged and nothing contained in the Plan or in the Confirmation Order shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Plan Debtors or any other person or to prejudice in any manner the rights of the Plan Debtors or any person in any further proceedings involving the Plan Debtors or otherwise.

34. All fees payable pursuant to Section 1930 of title 28 of the United States Code shall be paid on the Effective Date and thereafter as may be required.

35. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated or stayed by subsequent order of this Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Plan Debtors, the Post-Effective Date Debtors or the Plan Administrator, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall

be governed in all respects by the provisions of this Confirmation Order, the Plan, the Plan Supplement, and any amendments or modifications to the foregoing.

36. The Plan Administrator or the Post-Effective Date Debtors, as applicable, at any time may request that the Court estimate any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, regardless of whether an objection was previously filed with the Court with respect to such Claim, or whether the Court has ruled on any such objection, and the Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. Notwithstanding the foregoing, all Allowed Claims under the Plan shall be deemed Allowed and not subject to further challenge.

37. To the extent of any inconsistency between this Confirmation Order and the Plan, this Confirmation Order shall govern. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent

38. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in these chapter 11 cases after the Effective Date shall be limited to the following parties: (i) the Post-Effective Date Debtors and its counsel; (ii) the Plan Administrator and his counsel; (iii) the Bankruptcy Administrator; (iv) the Oversight Committee; (v) counsel to the Prepetition Secured Lender; (vi) any party known to be directly affected by the relief sought; and (vii) any party that has filed a renewed request after the Effective Date to receive documents pursuant to Bankruptcy Rule 2002.

39. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)), whether for

fourteen (14) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

40. The Plan Debtors shall cause to be served a notice of the entry of this Confirmation Order and occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit B**, upon all parties listed in the creditor matrix maintained by Claims and Noticing Agent no later than five (5) business days after the Effective Date.

41. Pursuant to Section 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

42. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Confirmation Order and all matters arising in and under these chapter 11 cases, as set forth in Article X of the Plan and section 1142 of the Bankruptcy Code.

This Order has been signed electronically.
The judge's signature and court's seal
appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT A

PLAN

EXHIBIT B

EFFECTIVE DATE NOTICE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:	)	Chapter 11 (Joint Administration)
SD-Charlotte, LLC, *et al.*,[3]	)	Case No. 20-30149
Debtors.	)	

NOTICE OF EFFECTIVE DATE AND ENTRY OF ORDER CONFIRMING THE PLAN DEBTORS' JOINT PLAN OF LIQUIDATION

PLEASE TAKE NOTICE that on June 19, 2020, the above-captioned debtors (the "**Debtors**") filed the *Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC, and SD Restaurant Group, LLC, Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, modified or supplemented, the "**Plan**")[Docket No. 414].[4]

PLEASE TAKE FURTHER NOTICE that a hearing to consider confirmation of the Plan was held on August 14, 2020.

PLEASE TAKE FURTHER NOTICE that on [●], 2020, the Court entered the *Order (i) Confirming the Joint Plan of Liquidation and (ii) Approving the Disclosure Statement For Debtors SD-Charlotte, LLC, SD-Missouri, LLC, RTHT Investments, LLC and SD Restaurant Group, LLC* [Docket No. ●] (the "**Confirmation Order**").

[3] The Debtors, together with the last four digits of each Debtor's federal tax identification number, are: SD-Charlotte, LLC (7237); RTHT Investments, LLC (2540); SD Restaurant Group, LLC (0331); SD-Missouri, LLC (8294); and Southern Deli Holdings, LLC (9425).

[4] Capitalized terms not otherwise defined herein shall have the same meaning as in the Plan.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [●], 2020.

PLEASE TAKE FURTHER NOTICE that, unless otherwise provided by the Confirmation Order, requests for payment of Administrative Expense Claims (other than 503(b)(9) Claims, which are subject to the May 22, 2020 Bar Date, and the Claims of Governmental Units arising under section 503(b)(1)(B), (C) or (D) of the Bankruptcy Code) must be filed with the Court and served on (i) counsel to the Post-Effective Date Debtors to Zachary Smith (zacharysmith@mvalaw.com) and Julia May (juliamay@mvalaw.com), Moore & Van Allen PLLC, 100 North Tryon Street, Suite 4700, Charlotte, NC 28202, (ii) the Plan Administrator to Brian Rosenthal, MERU LLC, 1372 Peachtree Street, N.E., Atlanta, GA 30326, (iii) and Stretto, the Plan Debtors' claims and noticing agent SD-Charlotte c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602, by no later than [●], 2020 (the "**Final Administrative Expense Bar Date**"). Holders of such Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims that do not file and serve such a request by the Final Administrative Expense Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Plan Debtors, the Post-Effective Date Debtors, or their respective property and such Administrative Expense Claims shall be forever barred and disallowed as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that, all requests for compensation or reimbursement of Professionals retained in these chapter 11 cases for services performed and expenses incurred prior to the Effective Date shall be filed and served on (a) the Plan Debtors to Zachary Smith (zacharysmith@mvalaw.com) and Julia May (juliamay@mvalaw.com), Moore & Van Allen PLLC, 100 North Tryon Street, Suite 4700, Charlotte, NC 28202; (b) the Prepetition Secured

Lender to Jennifer L. Silvestro (silvestro@larypc.com), Lazer, Aptheker, Rosella & Yedid, P.C., 225 Old Country Road, Melville, NY 11747 and A. Cotten Wright (cwright@grierlaw.com), Grier Wright Martinez, PA, 521 E. Morehead Street, Suite 440, Charlotte, NC 28202; (c) the Creditors' Committee to Bradford J. Sandler (bsandler@pszjlaw.com), Shirley S. Cho (scho@pszjlaw.com), and Jason Rosell (jrossell@pszjlaw.com), Pachulski Stang Ziehl & Jones LLP, 919 North Market Street 17th Floor, P.O. Box 8705, Wilmington, DE 19899 and David H. Conaway (dconaway@shumaker.com) and Ronald D.P. Bruckmann (rbruckmann@shumaker.com), Shumaker, Loop & Kendrick, LLP, 101 S. Tryon Street Suite 2200, Charlotte NC 28210; (d) Bankruptcy Administrator for the Western District of North Carolina, 402 West Trade Street, Suite 200, Charlotte, NC 28202; and (e) and any party that has requested notice pursuant to Bankruptcy Rule 2002, by no later than **[●], 2020**, unless otherwise agreed by the Plan Debtors.

PLEASE TAKE FURTHER NOTICE that, in accordance with Article IV.A. of the Plan, on the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, each Executory Contract and Unexpired Lease is deemed automatically rejected unless such Executory Contract or Unexpired Lease (i) has been assumed or rejected by prior order of the Court or (ii) is the subject of a motion to assume by the Debtors that is pending on the Effective Date. In accordance with Article IV.B. of the Plan, in the event that the rejection of an Executory Contract or Unexpired Lease results in damages to the other party or parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a timely filed proof of claim, shall be forever barred and disallowed and shall not be enforceable against the Plan Debtors or the Post-Effective Date Debtors, unless a proof of claim is filed with the Claims and Noticing Agent and served upon counsel for the Post-Effective Date Debtors, **by no later than [●], 2020**.

PLEASE TAKE FURTHER NOTICE that the Plan and Confirmation Order may be viewed for available free of charge on Stretto's case website at https://cases.stretto.com/SDCharlotte/ or for a fee on the Court's website at *http://www.ncwb.uscourts.gov*.

Dated: **[●], 2020**.

MOORE & VAN ALLEN PLLC

/s/ ______________________________

Zachary H. Smith (NC Bar 48993)
Hillary B. Crabtree (NC Bar 26500)
James Langdon (NC Bar 23241)
Julia A. May (NC Bar 50528)
Joanne Wu (NC Bar 55044)
100 N. Tryon Street, Suite 4700
Charlotte, NC 28202
Telephone: (704) 331-1000
Facsimile: (704) 339-5968
Email: zacharysmith@mvalaw.com
Email: hillarycrabtree@mvalaw.com
Email: jimlangdon@mvalaw.com
Email: juliamay@mvalaw.com
Email: joannewu@mvalaw.com

Counsel to the Debtors and Debtors-In-Possession