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Proposed Counsel for the Debtors

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

In re:	Chapter 11
TGI Friday's Inc., *et al.*,[1]	Case No. 24-80069-sgj11
Debtors.	(Joint Administration Requested)

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING REJECTION OF CERTAIN CONTRACTS AND NONRESIDENTIAL REAL PROPERTY LEASES, (II) ABANDONING CERTAIN PERSONAL PROPERTY, AND (III) GRANTING RELATED RELIEF

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 11:00 A.M. ON NOVEMBER 4, 2024.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: TGI Friday's Inc. (7117); TGI Friday's NY, LLC (2281); TGIF Holdings, LLC (7999); TGIF Midco, Inc. (7296); TGIF Parent, Inc. (1781); Burlington Towne Crossing, Inc. (7501); T G I Friday's of Greenbelt, Inc. (5617); T G I Friday's of Towson, Inc. (5450); T G I Friday's of Wisconsin, Inc. (7600); T.G.I. Friday's Marketing Advisory Council (6527); T.G.I. Friday's of Charles County, Inc. (3516); T.G.I. Friday's of Frederick County, Inc. (2547); T.G.I. Friday's of Harford County, Inc. (0072); T.G.I. Friday's of Washington County, Inc. (6174); TGI Friday's of Annapolis, Inc. (8315); TGI Friday's of Howard County, Inc. (0119); TGI Friday's of Rockville, Inc. (2004); TGI Friday's of Texas LLC (3931); TGI Friday's of the Rockies, Inc. (7885); TGIF/DFW Manager, LLC (N/A); TGIF/DFW Partner, LLC (N/A); TGIF/JDC Restaurant Development, LLC (N/A); WEBCO Products Incorporated (3014). The Debtors' service address is 19111 North Dallas Parkway, Suite 200, Dallas, TX 75287.

PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A VIRTUAL HEARING WILL BE CONDUCTED ON THIS MATTER ON NOVEMBER 4, 2024, AT 11:00 A.M. IN ROOM 1424, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, COURTROOM 1, DALLAS, TEXAS, 75242.

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

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

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

TGI Friday's Inc. and its affiliated debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), by and through their undersigned proposed counsel, hereby submit this motion (this "Motion") for entry of an order granting the relief described below. In support hereof, the Debtors rely on the *Declaration of Kyle Richter, Chief Restructuring Officer of the Debtors, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration")[2] filed concurrently herewith, and further represent as follows:

RELIEF REQUESTED

1. By this Motion, 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") and certain of their executory contracts (collectively, the "Contracts") set forth on **Exhibit 1** to the

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

Order as of the Petition Date, (b) authorizing the abandonment of any *de minimis* equipment, furniture, and other personal property remaining in the premises of the Leases as of rejection date, (c) authorizing the Debtors and their third-party moving contractors to enter, collect, and remove any of the Debtors' property remaining on the premises at its Corporate Office (as defined below), and (d) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Northern District of Texas (the "Court") has jurisdiction over these cases, the Debtors, property of the Debtors' estates, and this matter under 28 U.S.C. §§ 157 and 1334.

3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and this Motion is proper in this district under 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. On November 2, 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

6. Founded in 1965 in New York City, New York, the Debtors are the owners and franchisors of original casual dining bar and grill, TGI Fridays, offering classic American food and beverages, with 39 restaurant locations being owned and operated by the Debtors. The Debtors are known for bringing people together to socialize and celebrate the liberating spirit of "Friday." The Debtors boast a considerable international presence, and the vast majority of its restaurants are franchises.

7. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases, is set forth in detail in the First Day Declaration, filed concurrently herewith and incorporated herein by reference.

THE DEBTORS' UNEXPIRED CONTRACTS AND LEASES

8. The Debtors are parties to Contracts and Leases that include agreements with vendors for the supply of goods and services, equipment leases, commercial leases (including restaurant and office locations), and other contracts related to the Debtors' business.

9. In the weeks leading up to and following the Petition Date, the Debtors evaluated, and continue to evaluate, their Contracts, Leases and the operational and financial performance of certain of its restaurant locations and determined that it was in the best interests of the Debtors and the Debtors' estates that the Debtors cease operations at certain restaurant locations and its corporate office, located at 19111 North Dallas Parkway, Suite 200, Dallas, TX 75287 (the "Corporate Office"). To that end, the Debtors have determined in a good-faith exercise of their business judgment to reject the Contracts and Leases listed on Exhibit 1 to the Order.

10. Prior to the Petition Date, the Debtors ceased operations in 79 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 at such surrendered locations (the "Closed Locations"), to the extent such Leases are unexpired leases as that term is used in section 365 of the Bankruptcy Code. In relation to some of the Leases for the Closed Locations, the Debtors entered into certain Contracts, including termination agreements or stipulations of settlement. The Debtors have determined in a good-faith exercise of their business judgment to reject such Contracts to the extent they are executory contracts as the term is used in section 365 of the Bankruptcy Code.

11. The Debtors determined in their business judgment that the costs of the Contracts and Leases exceed any marginal benefits that could potentially be achieved through the assignments or subleases of such Leases. As of the Petition Date, none of the restaurants located on the premises of such Leases were operating.

12. The rejection of the Leases at the Closed Locations will result in savings for the estates of approximately **$1,388,881** per month. Even if the Closed 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.

13. Before the Petition Date, the Debtors notified each affected Landlord of their 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, the notice of the Order shall serve as further notice to reiterate the Debtors' immediate surrender of the premises, effective as of the Petition Date.

14. 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

at the Closed Locations, effective as of the Petition Date, is in the best interests of the Debtors, their estates, and their creditors.

15. With the exception of any remaining property at the Corporate Office, the Debtors do not believe there is any valuable property of the Debtors remaining on the premises for the Leases sought to be rejected by this Motion. The majority of the Debtors' property to be abandoned constitutes furniture, equipment, dishware, kitchenware, and other personal property that is typically in a restaurant and was not transferred to other locations following the store closures. To the extent that any of the Debtors' property is located at the premises, the Debtors have determined that the property is of inconsequential value to the estates, 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 any of the Debtors' 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.

16. As for the Debtors' Corporate Office, the landlords, Brookwood Interchange Office I, LLC and Brookwood Interchange Office II, LLC, (the "Office Landlords") continue to refuse access to the Corporate Office so that Debtors may collect any remaining property thereon. The remaining property located at the Corporate Office is not of inconsequential value to the estates, and the cost of removing and storing such property does not outweigh any potential benefit of retaining such property. Accordingly, Debtors request that the Court authorize Debtors to enter, collect, and remove such remaining property at the Corporate Office.

BASIS FOR REQUESTED RELIEF

I. The Rejection of the Contracts and Leases is in the Best Interest of the Debtors' Estates

17. 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 Cts, 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, 2019 WL 1004571, at *10 (Bankr. N.D. Tex. Feb. 28, 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. Cap. 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).

18. The Debtors have determined, in their sound business judgment, that rejection of the Contracts and Leases set forth in 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 as of the Petition Date is in the best interests of their estates and creditors.

II. Retroactive Effective Relief May Be Sought Where Appropriate

19. 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.").

20. Here, the balance of equities favors rejection of the Contracts and 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, and the

Landlords were made aware of the surrender. Further, by this Motion, the Landlords are receiving notice of the Debtors' intention to reject the Contracts and Leases and tender immediate possession of the applicable premises.

21. The Debtors will cause notice of this Motion to be served on the affected Landlords, thereby allowing each party sufficient opportunity to respond accordingly. Accordingly, the Debtors respectfully submit that the Court deem the Contracts and Lease identified on Exhibit 1 to the Order rejected effective as of the Petition Date.

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

22. 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 of the bankruptcy estates to be abandoned at the premises of the 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 of the bankruptcy estates 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)

23. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

24. 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 except as expressly set forth 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

25. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Northern District of Texas; (b) the United States Attorney's Office for the District of Northern District of Texas; (c) the state attorneys general for all states in which the Debtors conduct business; (d) the Internal Revenue Service; (e) the United States Securities and Exchange Commission; (f) the holders of the fifty (50) largest unsecured claims against the Debtors on a consolidated basis; (g) counsel to Texas Partners Bank, a Texas state bank doing

business as The Bank of San Antonio; (h) banks and financial institutions where the Debtors maintain accounts; (i) all Contract and Lease counterparties listed in Exhibit 1 to the Order; (j) with respect to Real Property Leases, any known third party having an interest in personal property located in or on the leased premises (the "Leased Premises"); (k) Midland Loan Services, a Division of PNC Bank, National Association as servicer and control party (the "Control Party"); and (l) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

[*Remainder of Page Intentionally Left Blank*]

CONCLUSION

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

Dated: November 2, 2024

Respectfully submitted by:

/s/ Holland N. O'Neil

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Proposed Counsel to the Debtors

CERTIFICATE OF SERVICE

I certify that on November 2, 2024, a true and correct copy of the foregoing document was served electronically by the Court's PACER system.

/s/ Zachary C. Zahn
Zachary C. Zahn

EXHIBIT A

Proposed Order

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

In re:	Chapter 11
TGI Friday's Inc., *et al.*,[1]	Case No. 24-80069-sgj11
	(Jointly Administered)
Debtors.	

ORDER (I) AUTHORIZING REJECTION OF CERTAIN NONRESIDENTIAL REAL PROPERTY LEASES (II) ABANDONING CERTAIN PERSONAL 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 the Leases set forth on **Exhibit 1** hereto, (b) authorizing the abandonment of any *de minimis* equipment, furniture, and other personal property at the premises of the Leases, (c) authorizing Debtors and their third-party moving contractors to enter, collect, and remove any of the Debtors' property remaining on the premises at its Corporate Office and (d) 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

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: TGI Friday's Inc. (7117); TGI Friday's NY, LLC (2281); TGIF Holdings, LLC (7999); TGIF Midco, Inc. (7296); TGIF Parent, Inc. (1781); Burlington Towne Crossing, Inc. (7501); T G I Friday's of Greenbelt, Inc. (5617); T G I Friday's of Towson, Inc. (5450); T G I Friday's of Wisconsin, Inc. (7600); T.G.I. Friday's Marketing Advisory Council (6527); T.G.I. Friday's of Charles County, Inc. (3516); T.G.I. Friday's of Frederick County, Inc. (2547); T.G.I. Friday's of Harford County, Inc. (0072); T.G.I. Friday's of Washington County, Inc. (6174); TGI Friday's of Annapolis, Inc. (8315); TGI Friday's of Howard County, Inc. (0119); TGI Friday's of Rockville, Inc. (2004); TGI Friday's of Texas LLC (3931); TGI Friday's of the Rockies, Inc. (7885); TGIF/DFW Manager, LLC (N/A); TGIF/DFW Partner, LLC (N/A); TGIF/JDC Restaurant Development, LLC (N/A); WEBCO Products Incorporated (3014). The Debtors' service address is 19111 North Dallas Parkway, Suite 200, Dallas, TX 75287.

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

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 on a final basis as set forth herein.

2. The Contracts and Leases set forth on Exhibit 1 hereto are rejected effective as of the Petition Date.

3. The Debtors are authorized to abandon personal property of their bankruptcy estates, if any, that may be located at the premises of the Leases and, except for any of the Debtors' property remaining at the Corporate Office, 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. Notwithstanding the rejection of the Leases, the Debtors and their third-party moving contractors are authorized to enter the premises of the Corporate Office, located at 19111 North Dallas Parkway, Suite 200, Dallas, TX 75287, and collect and remove any of the Debtors' remaining property. The current landlords, Brookwood Interchange Office I, LLC and Brookwood

Interchange Office II, LLC (the "Office Landlords") are prohibited from refusing Debtors or their third-party moving contractors' access to the Corporate Office to collect and remove such property. Upon the complete removal of such property, the Office Landlords may effectuate its rights and remedies with respect to such property and the automatic stay, to the extent applicable, shall be modified to allow for such utilization or disposition.

5. Claims arising out of the rejection of the Contracts and Leases, if any, must be filed on or before the later of (a) the deadline for filing proofs of claim established in these Chapter 11 Cases, and (b) thirty (30) days after the date of entry of this order.

6. 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.

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

8. 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.

9. 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.

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, except as expressly approved 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 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 anything to the contrary contained in the Motion or this Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to, and in compliance with, the requirements imposed on

the Debtors under the terms of each interim and final order entered by the Court in respect of approving the DIP Motion filed substantially contemporaneously with the Motion (the "DIP Orders") (and any permitted variances thereto), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders or DIP Budget. In the event of any inconsistency between the terms of this Order and the terms of the DIP Orders, the terms of the DIP Orders shall govern.

14. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

 # # # End of Order # # #

Order submitted by:

/s/ Holland N. O'Neil

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-and-

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rahmon.brown@ropesgray.com

Proposed Counsel for the Debtors

EXHIBIT 1

Rejected Leases

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
61	825 Dulaney Valley Road #108	Baltimore (Towson)	MD	21204	TGI Friday's Inc.	Towson TC, LLC	c/o General Growth Properties 350 N. Orleans Street Suite 300 Chicago, IL 60654-1607
77	1725 Sunrise Highway	Bayshore	NY	11706	TGI Friday's NY, LLC	South Shore Mall Realty LLC South Shore CH LLC South Shore Nassim LLC	South Shore Mall Realty LLC c/o Namdar Realty Group 150 Great Neck Road Suite 304 Great Neck, NY 11021
82	829 Merrick Ave	Westbury	NY	11590	TGI Friday's NY, LLC	MartGart Merrick Ave Associates LLC	1245 Hewlett Plaza Unit #56 Hewlett, NY 11557
129	7401 Sudley Road	Manassas	VA	20109	TGI Friday's Inc.	Sudley Restaurant Holdings, LLC	"15942 Shady Grove Road
172	4482 Palisades Center Drive	West Nyack	NY	10994	TGI Friday's NY, LLC	EkleCo Newco, LLC	c/o Pyramid Management Group, LLC 4 Clinton Square Syracuse, NY 13202
177	7000 Austin Street	Forest Hills	NY	11375	TGI Friday's NY, LLC	Allied Austin, LLC	118-35 Queens Blvd Forest Hills, NY 11375

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193	4650 King Street	Alexandria	VA	22302	TGI Friday's Inc.	BRE South Pooled Office Owner, LLC	c/o Cushman & Wakefield 1525 Wilson Blvd Suite 229 Arlington, VA 22209
223	3181 Harness Ave	Brooklyn	NY	11235	TGI Friday's NY LLC	Zaliv LLC	5 Continental Ave Forest Hills, NY 11375
238	8330 Benson Drive	Columbia	MD	21045	TGI Friday's of Howard County, Inc.	GRI Gateway Overlook, LLC	c/o First Washington Realty, Inc. 4350 East West Highway Suite 400 Bethesda, MD 20814
258	716 Sunrise Highway	Rockville Center	NY	11570	TGI Friday's Inc.	Rockville Restaurant LLC	c/o Philips International 295 Madison Ave 2nd Floor New York, NY 10017
278	2795 Cabot Drive	Corona	CA	92883	TGI Friday's Inc.	Dos Lagos Squared, LLC	2780 Cabot Drive Suite 140 Corona, CA 92883
307	235 Ft. Evans Road NE	Leesburg	VA	20176	TGI Friday's Inc.	Virday LLC	222 Grand Avenue Englewood, NY 07631
352	615 Bel Air Pike Building E, Unit Z	Bel Air	MD	21014	TGI Friday's of Harford County, Inc.	KRG Bel Air Square, LLC	c/o Kite Realty Group 30 South Meridian Street Suite 1100 Indianapolis, IN 46204
522	1035 Vann Drive	Jackson	TN	38305	TGI Friday's Inc.	Statepo, LLC and Tennjack, LLC	222 Grand Avenue Englewood, NJ 07631

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524	2820 Lakewood Village Dr	North Little Rock	AR	72116	TGI Friday's Inc.	Lakewood Village Shopping Park LLC	2851 Lakewood Village Drive North Little Rock, AR 72116
525	1519 Crossroads Parkway	Gulfport	MS	39503	TGI Friday's Inc.	PMAT-Stirling Crossroads, LLC	c/o Stirling Properties, LLC 109 Northpark Blvd Suite 300 Covington, LA 70433
526	1201 Manhattan Blvd	Harvey	LA	70058	TGI Friday's Inc.	Far West Storage, L.P.	4727 Osborne Drive El Paso, TX 79922
530	211 West 34th Street	Manhattan	NY	10001	TGI Friday's Inc.	DLR Properties, LLC	560 Fifth Avenue New York NY 10036
539	3535 Hempstead Turnpike	Levittown	NY	11756	TGI Friday's NY, LLC	Crescent Land Development Associates, LLC	370 Seventh Avenue Suite 618 New York, NY 10001
571	311 North Clark Road	Cedar Hill	TX	75104	TGI Friday's Inc.	Arizona Holdings BC, LLC	6300 Rio Bonito Drive Carmichael Drive Carmichael, CA 95608
577	500 Ocean Drive	South Beach	FL	33139	TGI Friday's Inc.	Ocean & 5th Commercial LLC	11801 NW 100 Road Miami, FL 33178
578	2000 Evans Road	Melbourne	FL	32901	TGI Friday’s, Inc.	MP Promenade, LLC	c/o V3 Capital Group, LLC 200 Evans Road Melbourne, FL 32904
581	395 South Cedar Crest	Allentown	PA	18103	TGI Friday's Inc.	SUSO 4 Cedar Pointe LLP	c/o Slate Asset Management LP 121 King Street West Suite 200 Toronto, Ontario, M5H 3T9

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582	580 North State Road #7	Royal Palm Beach	FL	33411	TGI Friday's Inc.	ARC CafeUSA001, LLC	c/o Vereit, INc. 2325 E. Camelback Road 9th Floor Phoenix, AZ 85016
584	24 Ocean Shore Blvd	Ormond Beach	FL	32176	TGI Friday's Inc.	Granada Plaza Group, LLC	444 Seabreeze Blvd Suite 1000 Daytona Beach, FL 32118
585	1910 Wells Road #C-05	Orange Park	FL	32073	TGI Friday's Inc.	Orange Park Mall, LLC	c/o WP Glimcher Inc. 4900 East Dublin Granville Road 4th Floor Columbus OH 43081
586	2445 Vestal Parkway E	Vestal	NY	13850	TGI Friday's Inc.	Vestal Town Square, LLC	c/o Brixmor Property Group One Fayette Street Suite 150 Conshohocken, PA 19428
587	18001 Highwoods Preserve Hwy	Tampa	FL	33647	TGI Friday's Inc.	Highwoods Preserve Owner, LLC	co Acadia Realty Trust 411 Theodore Fremd Avenue Suite 300 Attn: Property Management
589	125 White Spruce Blvd	Rochester	NY	14623	TGI Friday's Inc.	Brighton Commons Partnership, LP	130 Linden Oaks Drive Rochester, NY 14625

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590	830 County Route 64	Big Flats	NY	14903	TGI Friday's Inc.	G&I IX Empire Big Flats, LLC	c/o DLC Management Corp 565 Taxter Road 4th Floor Elmsford, NY 10523
591	9090 Carousel Center Drive	Syracuse	NY	13290	TGI Friday's Inc.	Destiny USA Holdings, LLC	c/o Pyramid Management Group, LLC 4 Clinton Square Syracuse, NY 13202
592	1251 Route 300	Newburgh	NY	12550	TGI Friday's Inc.	Newburgh Crossing, LLC	c/o Madison Properties 3611 14th Avenue Suite 420 Brooklyn, NY 11218
593	5 Centre Drive	Woodbury Township	NY	10917	TGI Friday's Inc.	Woodbury Centre Partners, LLC	c/o Blueshine Capital LLC 27 Robert Pitt Drive Monsey, NY 10952
594	23 Crystal Run Crossing	Wallkill	NY	10941	TGI Friday's Inc.	Middleyork, LLC	222 Grand Avenue Englewood, NY 07631
595	2594 South Road Route 9	Poughkeepsie	NY	12601	TGI Friday's Inc.	Poughkeepsie Plaza Mall, LLC	c/o Poughkeepsie Shopping Center, Inc. 8 Depot Square Tuckahoe, NY 10707
596	1209 Niagara Falls Blvd	Buffalo (Amherst)	NY	14226	TGI Friday's Inc.	Jemal's Boulevard LLC	c/o Zamias Services Inc. P.O. Box 5540 Johnstown, PA 15904

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597	One Southside Drive	Clifton Park	NY	12065	TGI Friday's Inc.	One Southside Drive, LLC	c/o Windsor Companies 5 Southside Drive Suite 200 Clifton Park, NY 12065
599	3060 Route 50	Saratoga Springs	NY	12866	TGI Friday's Inc.	The Shoppes at Wilton, LLC	c/o Maley Commercial Realty, Inc. 213 N. Stadium Blvd Suit 203 Columbia, MD 65203
621	455 State Road	North Dartmouth	MA	02747	TGI Friday's Inc.	Dartmouth Commons Development LLC	546 Fifth Avenue 15th Floor New York, NY 10036
624	1701 Route 22 #100	Watchung	NJ	07069	TGI Friday's Inc.	Levin Properties LP	975 S. Highway 22 North Plainfield, NJ 07040-3624
625	411 Hackensack Avenue, 1st Floor	Hackensack	NJ	07601	TGI Friday's Inc.	Continental Plaza Owner, LLC, and Continental Plaza TIC, LLC	clofaro@newjerseylawyers.law
626	395 US Highway 202/206	Bridgewater	NJ	08807	TGI Friday's Inc.	Somerset County Shopping Center	c/o Levin Properties LP 975 US Highway 22 North Plainfield, NJ 07060-3624
630	685 Middletown Blvd	Oxford Valley	PA	19047	TGI Friday's Inc.	Lincoln Plaza Center, LP	c/o Kravco Simon Company 225 West Washington Street Indianapolis, IN 46204

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632	970 Route 73 N	Marlton (Evesham)	NJ	08053	Webco Products, Inc.	Greentree Square Affiliates, LLC	c/o Mainardi Management Co 1680 Route 23 Suite 300 Wayne, NJ 07470
634	2125 Route 38	Cherry Hill	NJ	08002	TGI Friday's Inc.	American Multi-Cinema, Inc.	One AMC Way 11550 Ash Street Suite 200 Leawood, KS 66211
638	335 Union Street	Waterbury	CT	06706	TGI Friday's Inc.	Brass Mill Commons Ralty Holding LLC	c/o Brass Mill Center 495 Union Street Suite 139 Waterbury, Ct 06706
639	130 Elm Street	Enfield	CT	06082	TGI Friday's Inc.	Freshwater MZI, LLC	c/o KPR Centers LLC 535 Fifth Avenue 12th Floor NY, NY 10017
655	280 School Street, Suite A100	Mansfield	MA	02048	TGI Friday’s, Inc.	Route 140 School Street	33 Boylston Street Suite 3000 Chestnut Hill, MA 02467
656	1385 S. Washington St	North Attleboro	MA	02760	TGI Friday’s, Inc.	Belridge Realty Company, LLC Fern Realty Company, LLC Iantosca Realty Company, LLC Faxon Heights Realty Company, LLC	325 Wood Road Suite 202 Braintree, MA 02184
658	750 Providence Highway	Dedham	MA	02026	TGI Friday’s Inc.	Dedham 800, LLC	P.O. Box 890 Norwood, MA 02062

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
667	1285 Gulf Freeway	Houston (Almeda)	TX	77034	TGI Friday's Inc.	Vinsue Corporation	5 Genmare Mews Nyack, NY 10960
668	130 Elm Street	Humble	TX	77338	TGI Friday's Inc.	BVA Deerbrook SPE LLC Deerbrook SPE Schulmann LLC	c/o Big V Properties LLC 176 North Main Street Suite 210 Florida, NY 10921
669	180 State Route 25 S Suite 6000	Houston (Willowbrook)	TX	77070	TGI Friday's inc.	The Commons at Willowbrook, Inc.	c/o Stream Realty Partners - Houston LP 3040 Post Oak Suite 600 Houston, TX 77056
675	6721 La Tijera Blvd	Ladera	CA	90045	TGI Friday's Inc.	Rose Investment Co., LLC	c/o Jones Lang LaSalle Americas, Inc. 2233 North Ontario Avenue Suite 150 Burbank, CA 91540
677	12721 Towne Center Drive	Cerritos	CA	90703	TGI Friday's Inc.	Cerritos TC Property LLC	c/o Vestar Management 2415 E. Camelback Road Suite 100 Phoenix, AZ 85016
679	3339 W. Entertainment Avenue	Simi Valley	CA	93063	TGI Friday's Inc.	Simi Entertainment Plaza, LLC	c/o Riverrock Real Estate Group 5016 N. Parkway Suite 210 Suite 220 Calabasas, CA 91302

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680	1077 E. Herndon Avenue	Fresno	CA	93710	TGI Friday's Inc	Norther Village Associates LP LS Capital Inc.	13949 Ventura Blvd Suite 300 Sherman Oaks, CA 91423
681	7221 Carson Blvd	Long Beach	CA	90808	TGI Friday's Inc.	CREA/PPC Long Beach Towne Center PO, LLC	c/o Barings LLC 2321 Rosencrans Avenue Suite 4225 El Segundo, CA 90245
682	7910 Kew Avenue	Rancho Cucamonga	CA	91739	TGI Friday's Inc.	Rancho Mall, LLC	Terminal Tower 50 Public Square Suite 1360 Cleveland, OH 44113
683	2795 Cabot Drive	Corona	CA	92883	TGI Friday's Inc.	Dos Lagos Squared, LLC	2780 Cabot Drive Suite 140 Corona, CA 92883
684	390 E. Hospitality Lane	San Bernardino	CA	92408	TGI Friday's Inc.	Benjamin Schick	3876 Via Dolce Marina del Rey, CA 90292
685	3487 Tyler Mall Street	Riverside	CA	92503	TGI Friday's Inc.	Tyler Mall LP	c/o GGP, Inc. 1299 Galleria at Tyler Riverside, CA 92503
686	2625 E. Eastland Ctr. Dr	West Covina	CA	91791	TGI Friday's Inc.	GREF Eastland Center, LP	c/o Pine Tree Commercial Realty 40 Skokie Blvd 60062 Suite 610 Northbrook, IL

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687	3518 Rosemead Blvd	Rosemead	CA	91770	TGI Friday's Inc.	Rosemead Place, LLC	c/o Beacon Property Management 3505 Hart Avenue Suite 214 Rosemead, CA 91770
688	2050-B Westminster Mall	Westminster	CA	92683	TGI Friday's, Inc.	Westminster Mall, LLC	c/o Washington Prime Group 180 East Broad Street Columbus, OH 73215
690	348 Boston Post Road	Orange	CT	06477	TGI Friday's Inc.	231st CGS, LLC Beachwood RFM LLC Beachwood FAM LLC	127 W 83rd Street Box 1052 New York, NY 10024
691	2335 Dixwell Ave	Hamden	CA	06514	TGI Friday's Inc.	RREEF Management LLC	Deutsche Asset & Wealth Management 3414 Peachtree Road NE Suite 950 Atlanta, GA 30326
693	209 Hale Road	Manchester	CT	06040	TGI Friday's Inc.	RAMA Shopping Center, Inc.	884 Washington Street Norwood, MA 02062
696	3054 State Route 35	Hazlet	NJ	07730	TGI Friday's Inc.	OASG Hazlet LLC	c/o Onyx Management Group, LLC 900 Route 9 North Suite 400 Woodbridge, NJ 07095
698	495 Prospect Ave.	North Brunswick	NJ	07052	TGI Friday's Inc.	Kimco North Brunswick 617, LLC	500 North Broadway Suite 201 P.O. Box 9010 Jericho, NY 11753

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699	40 US Highway 22	Springfield	NJ	07081	TGI Friday's Inc.	Fairview Realty Associates LLC Brenda Phillips LLC	c/o Mandelaum 80 Main Street West Orange, NJ 07052
735	1315 Centennial Ave	Piscataway	NJ	08854	TGI Friday's Inc.	Centennial Square, LLC	829 Morris Turnpike Suite 301 Short Hills, NJ 07078
737	780 Route 130 South	Hamilton	NJ	08620	TGI Friday's Inc.	Hamilton Commons Associates LP	4569 S. Broad Street Hamilton, NJ 08620
739	1001 US Highway 9	Old Bridge	NJ	08857	TGI Friday's Inc.	Old Bridge Plaza Associates, LLC	820 Morris Turnpike Short Hills, NJ 07080
745	500 Highway 17 North	North Myrtle Beach	SC	29582	TGI Friday's Inc.	The Gator Hold DEVCO DE, LLC	c/o TKG Management, Inc. 211 N. Stadium Blvd #201 Columbia, MD 65201
746	7515 N. Kings Highway	Myrtle Beach	SC	29572	TGI Friday's Inc.	Land Lease Holdings, LLC	P.O. Box 7577 Myrtle Beach, SC 29572
782	3045 Expy Drive N.	Hauppauge	NY	11788	TGI Friday’s NY LLC	Cosentino Realty Islandia, LLC	c/o The Cosentino Realty Group 6 Garet Place 2nd Floor Commack, NY 11725
790	4204 Sunrise Highway	Massapequa	NY	11762	TGI Friday’s NY, LLC	Sunrise Promenade Associates	c/o Spiegel Associates 375 North Broadway, PH Jericho, NY 11753

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999 (Dallas Support Center)	19111 North Dallas Parkway	Dallas	TX	75287	TGI Friday's Inc.	Brookwood Interchange Office I, LLC Brookwood Interchange Office II, LLC	5001 LBJ Freeway Suite 120 Dallas, TX 75244

Rejected Contracts

Store	Agreement	Debtor	Contract Counterparty	Counterpartyu Contact Info
625	Stipulation of Settlement	TGI Friday's Inc.	Continental Plaza Owner, LLC, and Continental Plaza TIC, LLC	clofaro@newjerseylawyers.law
632	Termination of Lease Agreement	Webco Products, Inc.	Greentree Square Affiliates, LLC	c/o Mainardi Management Co 1680 Route 23 Suite 300 Wayne, NJ 07470
656	Termination of Lease Agreement	TGI Friday's, Inc.	Belridge Realty Company, LLC Fern Realty Company, LLC Iantosca Realty Company, LLC Faxon Heights Realty Company, LLC	325 Wood Road Suite 202 Braintree, MA 02184
658	Termination of Lease Agreement	TGI Friday's Inc.	Dedham 800, LLC	P.O. Box 890 Norwood, MA 02062
691	Settlement of Agreement	TGI Friday's Inc.	RREEF Management LLC	Deutsche Asset & Wealth Management 3414 Peachtree Road NE Suite 950 Atlanta, GA 30326

Store	Agreement	Debtor	Contract Counterparty	Counterpartyu Contact Info
782	Lease Surrender Agreement and Stipulation	TGI Friday's NY LLC	Cosentino Realty Islandia, LLC	c/o The Cosentino Realty Group 6 Garet Place 2nd Floor Commack, NY 11725
790	Stipulation of Settlement	TGI Friday's NY, LLC	Sunrise Promenade Associates	c/o Spiegel Associates 375 North Broadway, PH Jericho, NY 11753