

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF OKLAHOMA**

_____)		
In re:)		Chapter 11
EATERIES, INC., et al. ¹)		Case No. 17-11444-SAH
Debtors.)		Jointly Administered
_____)		

**NOTICE OF INTENT TO ASSUME AND ASSIGN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND CURE AMOUNT RELATED TO SUCH ASSUMPTION**

PLEASE TAKE NOTICE THAT:

1. Pursuant to the Order under 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002 and 9014 Approving (i) Bidding Procedures, (ii) Form And Manner Of Sale Notices, and (iii) Setting a Sale Hearing and Related Deadlines (the “Bidding Procedures Order”) entered by the United States Bankruptcy Court for the Western District of Oklahoma (the “Bankruptcy Court”) on August __, 2017, Eateries, Inc. (“Eateries”) and GRP of Zanesville, LLC (“Zanesville”), debtors and debtors-in-possession in the above-captioned case (the “Debtors”) hereby provide notice of their intent to assume and assign the executory contracts or unexpired leases (the “Assumed Contracts”) listed in column 1 of **Exhibit “A”** hereto to the Winning Bidder. Capitalized terms used but not otherwise defined in this notice shall have the meanings ascribed to them in the Bidding Procedures Order and Bidding Procedures.

2. On the Closing Date, or as soon thereafter as reasonably practicable, the Winning Bidder will pay the amounts that Debtors’ records reflect are owing for prepetition arrearages as set forth on column 3 of Exhibit A (the “Cure Amount”) for each corresponding Assumed

¹ The affiliated Debtors are Eateries, Inc. and GRP of Zanesville, LLC, Case No. 17-11445-SAH. Although there are multiple Debtors in this case, for ease of reference the term “Debtor” used in this pleading shall refer to all of the affiliated Debtor entities.

Contract. The Debtors' records reflect that all post-petition amounts owing under the Assumed Contracts have been paid and will continue to be paid until the assumption and assignment of the Assumed Contracts and that, other than the Cure Amount, there are no other defaults under the Assumed Contract.

3. Objections, if any, to the Cure Amount must (1) be in writing; (2) state with specificity the cure asserted to be required; (3) include appropriate documentation supporting the asserted Cure Amount; (4) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Western District of Oklahoma; (5) be filed with the Bankruptcy Court; and (6) be served upon: (a) Counsel for the Debtor, Crowe & Dunlevy, 324 N. Robinson Avenue, Suite 100, Oklahoma City, Oklahoma, 73102, Attn: Mark A. Craige and Lysbeth L. George; and (b) the United States Trustee, 215 Dean A. McGee Avenue, 9th Floor, Oklahoma City, Oklahoma 73102, Attn: M.J. Creasey, on or before fourteen (14) days before the Sale Hearing, which is set for September 27, 2017 at 9:30 a.m.

4. If an objection to the Cure Amount or to the assumption of the Assumed Contract is timely filed, a hearing with respect to the objection will be held before the Honorable Judge Sarah Hall, United States Bankruptcy Judge, United States Bankruptcy Court for the Western District of Oklahoma, Ninth Floor Courtroom, Old Post Office Building, 215 Dean A. McGee Avenue, Oklahoma City, Oklahoma at the Sale Hearing or such date and time as the Court may schedule. A hearing regarding the Cure Amount, if any, may be continued at the sole discretion of the Debtor until after the Closing Date. Any counterparty may raise at the Sale Hearing an objection to the assumption and assignment of the Assumed Executory Contract solely with respect to the Winning Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract.

5. The failure of any objecting person or entity to timely file its objection shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or the Debtor's consummation and performance of the Agreement (including the transfer of the Assets and the Assumed Contracts free and clear of all Interests), if authorized by the Court.

6. Prior to the Closing Date, the Debtor may amend its decision with respect to the assumption and assignment of the Assumed Contract and provide a new notice amending the information provided in this Notice.

Dated this __th day of August, 2017.

Respectfully submitted,

CROWE & DUNLEVY

/s/ Mark A. Craige

Mark A. Craige, OBA No. 1992
500 Kennedy Building
321 South Boston Avenue
Tulsa, Oklahoma 74103
918.592.9800 Telephone Number
918.592.9801 Facsimile Number
mark.craige@crowedunlevy.com

-and-

Lysbeth L. George, OBA No. 30562
Braniff Building
324 N. Robinson, Ste. 100
Oklahoma City, OK 73102
(405) 235-7700 Telephone Number
(405) 272-5203 Facsimile Number
lysbeth.george@crowedunlevy.com

Counsel for Debtor

Exhibit 1

Assumed Contracts

Assumed Leases

LESSOR	Description	Location
Ohio Valley Mall Co	Lease for 4,339 square feet in retail shopping mall (Ohio Valley Mall, St. Clairsville, OH) for Garfield's location.	67800 Mall Rd Ste 695, Saint Clairsville, OH 43950
Meadowbrook Mall Co	Lease for 4,658 square feet in retail shopping mall (Meadowbrook Mall, Bridgeport, WV) for Garfield's locaton.	2400 Meadowbrook Mall, Bridgeport, WV 26330
Jasper Mall Retail Group, LLC	Lease for 4,750 square feet in retail shopping mall (Jasper Mall, Jasper, AL) for Garfield's location.	300 Highway 78 E, Ste 344
Washington Crown Center	Lease for 4,750 square feet in retail shopping mall (Washington Crown Center, Washington, PA) for Garfield's location.	Realty Holdings LLC, 1500 W Chestnut St
Nittany Centre Realty LLC	Lease for 4,832 square feet in retail shopping mall (Nittany Mall, State College, PA) for Garfield's location.	Nittany Nassim LLC, 2901 E College Ave Ste 62
Five Properties Holding Co., LLC	Lease for 4,879 square feet in retail shopping mall (Greenville Mall, Greenville, MS) for Garfield's location.	1651 Highway 1 South, Ste 21
German American Capital Corp	Lease for 4,903 square feet in retail shopping mall (Susquehanna Valley Mall, Selinsgrove, PA) for Garfield's locaton.	One Susquehanna Valley, Mall Drive Space 223
University Mall Realty LL	Lease for 5,054 square feet in retail shopping mall (University Mall, Carbondale, IL) for S&B's Burger location.	c/o Namdar Realty Group, 1237 E Main St Ste 1030
T Danville Mall LLC	Lease for 6,143 square feet in retail shopping mall (Village Mall, Danville, IL) for Garfield's location.	2917 N Vermilion St, Danville, IL 61832
Morgantown Mall Assoc., LP	Lease for 6,824 square feet in retail shopping mall (Morgantown Mall, Morgantown, WV) for Garfield's location.	Ltd Partnership, 9801 Mall Road

Assumed Contracts

	Vendor	Description	Address	Term
1	Performance Food Group, Inc.	Contract for primary distributor of all food service and related products.	12500 West Creek Parkway, Richmond, VA 23238	Expiration date of 09/02/2020
2	Abacus System Solutions, LLC	Contract to provide consulting, technical and administrative services, including accounting, human resources, purchasing and information technology services.	27 E. Sheridan Ave., Oklahoma City, OK 73104	3 years from July 1, 2016