



U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 24, 2014

  
United States Bankruptcy Judge

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

IN RE:

BUFFET PARTNERS, L.P., et al.

DEBTORS.<sup>1</sup>

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CASE NO. 14-30699-11

CHAPTER 11

(Jointly Administered)

**STIPULATION AND AGREED ORDER**

This Stipulation and Agreed Order (this “Order”) is entered in to between Buffet Partners, L.P. and Buffet G.P., Inc. (collectively, the “Debtors”), on the one hand, and ARC CAFE001, LLC (“ARC”), on the other. Each of the Debtors and ARC shall also be referred to herein as a “Party” and collectively, the “Parties.”

<sup>1</sup> The Debtors in these chapter 11 cases are Buffet Partners, L.P. and Buffet G. P., Inc.

## RECITALS

A. On February 4, 2014, (the “Petition Date”), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of title 11 of the United States Code 11 U.S.C. §§ 101 *et seq.*, as amended (the “Bankruptcy Code”).

B. ARC is landlord under a real property lease agreement, originally dated as of December 28, 2007 and amended and modified from time to time thereafter (the “Lease”), pursuant to which Debtor Buffet Partners, L.P., is lessee. The Lease relates to real property located at Eastgate Drive and Marketplace Drive in Garland, Dallas County, Texas.

C. On March 14, 2014, the Debtors filed their *Expedited Motion for an Order (I) Approving the Procedures for (A) the Sale of Substantially All Assets (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (C) the Establishment of Cure Amounts, (II) Approving Form of notice and (III) Setting a Hearing Date for the Approval of the Sale* [Dkt. No. 184] (the “Sale Motion”).

D. On March 28, 2014, the Debtors filed their *Notice of Amount Deemed Necessary to Cure* [Dkt. No. 234], which was amended and superseded by the *Amended Cure Notice* [Dkt. No. 263], filed on April 10, 2014.

E. Pursuant to the Sale Motion and the Amended Cure Notice, in the event the Debtors assume the Lease, the Debtors assert that the amount needed to cure any defaults (the “Cure Amount”) is \$139,263.94.

F. On April 21, ARC filed its *Objection to Proposed Cure Amount* [Dkt. No. 292] (the “Objection”). By the Objection, ARC asserts, inter alia, that it is owed \$192,531.85 as cure under the Lease.

G. After good-faith, arms' length negotiations, the Debtors and ARC have reached an agreement to resolve the Objection.

**STIPULATION AND ORDER**

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. Upon Closing, the Debtor shall assume and assign to Purchaser, and Purchaser shall take assumption of, the Lease, pursuant to the terms of that certain First Amendment to Lease Agreement and Rent Addendum (the "First Amendment"), attached hereto as Exhibit A. The Cure shall be paid in an amount and pursuant to the First Amendment.

2. The Court shall retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Order.

### End of Order ###

Prepared and submitted by:

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