

EXHIBIT B

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

RESTRUCTURING SUPPORT AGREEMENT

October 18, 2017

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits and schedules attached hereto, and as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”) is entered into by and among the following parties:

(a) Mac Parent LLC, a Delaware limited liability company (“Mac Parent”), Mac Holding LLC, a Delaware limited liability company (“Mac Holding”); Macaroni Grill Services LLC, a Florida limited liability company (“Mac Grill Services”); Mac Acquisition LLC, a Delaware limited liability company (“Mac Acquisition”) and each of Mac Acquisition’s direct and indirect subsidiaries that are party hereto (collectively, with Mac Parent, Mac Holding, Mac Grill Services, and Mac Acquisition, the “Debtors” and each such entity, a “Debtor”);

(b) Bank of Colorado, a Colorado corporation (“Bank of Colorado”); and

(c) Riesen Funding LLC, an Arizona limited liability company (“Riesen Funding”). (each of the foregoing described in sub-clauses (a) through (c), a “Party” and, collectively, the “Parties”). Each of the Parties set forth in sub-clauses (b) through (c) is a “Supporting Party” and they are collectively referred to herein as the “Supporting Parties.”

RECITALS

WHEREAS, the Debtors and Bank of Colorado are parties to loan agreements, promissory notes, guaranties, security agreements, and related documents entered into prior to the date hereof, including but not limited to those listed on Schedule A hereto (collectively, the “BOC Loan Documents”);

WHEREAS, the Debtors and Riesen Funding are parties to loan agreements, promissory notes, guaranties, security agreements, and related documents entered into prior to the date hereof, including but not limited to those listed on Schedule B hereto (collectively, the “Riesen Loan Documents”);

WHEREAS, the Debtors intend to commence voluntary reorganization cases (the “Bankruptcy Cases”) under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (such court, or another court of competent jurisdiction with respect to the subject matter, the “Bankruptcy Court”) to effect the restructuring and recapitalization transactions (the “Restructuring”) through the chapter 11 plan of reorganization

attached hereto as Exhibit A, or such other chapter 11 plan consistent with this Agreement (the “Plan”);

WHEREAS, the Parties desire to express to one another their mutual support and commitment in respect of the matters discussed herein; and

WHEREAS, the Parties have engaged in arm’s length, good faith discussions with the objective of reaching an agreement regarding the Restructuring.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

SECTION 1 DEFINITIVE DOCUMENTATION.

(a) The definitive documents and agreements governing the Restructuring (collectively, the “Restructuring Documents”) shall consist of: (i) this Agreement; (ii) that Debtor-in-Possession Credit, Guaranty and Security Agreement in substantially the form attached hereto as Exhibit B (the “DIP Credit Agreement”); (iii) the Interim DIP Order (as defined in the DIP Credit Agreement and attached hereto as Exhibit C), and the Final DIP Order (as defined in the DIP Credit Agreement), and the Credit Documents (as defined in the DIP Credit Agreement) (collectively, including DIP Credit Agreement, the DIP Motion and the Interim DIP Order, the “DIP Loan Documents”); (iv) the Plan (and all exhibits thereto); (v) a disclosure statement for the Plan when it is finalized (the “Disclosure Statement”), the other solicitation materials in respect of the Plan (such materials, collectively, the “Solicitation Materials”), the motion to approve the Disclosure Statement, and the order entered by the Bankruptcy Court approving the Disclosure Statement and Solicitation Materials as containing, among other things, “adequate information” as required by section 1125 of the Bankruptcy Code (the “Disclosure Statement Order”); (vi) the order entered by the Bankruptcy Court confirming the Plan (the “Confirmation Order”); (vii) the documentation with respect to the Exit Facility (as defined in the DIP Credit Agreement); and (viii) such other documents or agreements as may be reasonably necessary to implement the Restructuring contemplated by this Agreement.

(b) Each of the Restructuring Documents remains subject to negotiation and completion and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent with this Agreement and shall otherwise be in form and substance reasonably satisfactory to the Debtors and each Supporting Party; provided, however, for the avoidance of doubt, each Supporting Creditor hereby consents to the form of any of the DIP Loan Documents or Plan that are consistent in all material respects with the forms attached to this Agreement and any modifications thereto that do not have any material, adverse impact on such Supporting Creditor.

(c) The transaction documents in the foregoing forms, with the foregoing required approvals or as otherwise modified pursuant to the terms of this Agreement are collectively referred to herein as the “Approved Transaction Documents.” Notwithstanding anything herein to the contrary, the Approved Transaction Documents shall include any

alternative debtor-in-possession financing agreement, and any interim and final orders with respect to such agreement, if such alternative debtor-in-possession financing agreement and related orders provide the Supporting Parties with treatment that is materially the same as that provided under the attached DIP Credit Agreement and supporting DIP Loan Documents.

(d) Each of the exhibits and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits and schedules. The terms of this Agreement and the exhibits and schedules shall whenever possible be read in a complementary manner; provided, that, to the extent there is a conflict between this Agreement and the exhibits and schedules, the conflicting term of this Agreement (excluding exhibits and schedules) shall control and govern.

SECTION 2 REPRESENTATIONS OF THE SUPPORTING PARTIES AND THE DEBTORS.

Each of the Supporting Parties, severally and not jointly, hereby represents and warrants to the Debtors, and each of the Debtors hereby represents and warrants to the Supporting Parties that, as of the Execution Date (as defined below), the following statements are true, correct, and complete:

(a) It has all requisite corporate, partnership, limited liability company or similar authority to execute this Agreement and carry out the transactions contemplated by, and perform its obligations contemplated under this Agreement; and the execution and delivery of this Agreement and the performance of such Party's obligations under this Agreement have been duly authorized by all necessary corporate, partnership, limited liability company or other similar action on its part.

(b) The execution, delivery, and performance by such Party of this Agreement does not violate (i) any provision of law, rule or regulation applicable to it or any of its subsidiaries or (ii) its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries.

(c) This Agreement is the legally valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) Except as expressly set forth herein and with respect to the Debtors' performance of this Agreement (and subject to necessary Bankruptcy Court approvals associated with the Restructuring), the execution, delivery, and performance by such Party of this Agreement does not and will not require any material registration or material filing with, material consent or material approval of, or material notice to, or other material action to, with or by, any federal, state or other governmental authority or regulatory body, other than those which have been obtained, taken or made.

(e) Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation and acceptance of the Plan,

regardless of whether its claims¹ constitute a “security” within the meaning of the Securities Act of 1933 (as amended, the “Securities Act”), such Supporting Party (A) is a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in any securities that may be issued in connection with the Restructuring, making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement, (B) is acquiring any securities that may be issued in connection with the Restructuring for its own account and not with a view to the distribution thereof, and (C) has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate and sufficient.

(f) If such Party is a Supporting Party (i) either (A) is the sole legal and beneficial owner of all rights, claims, and obligations under the BOC Loan Documents (only with respect to Bank of Colorado) or the Riesen Loan Documents (solely with respect to Riesen Funding), or (B) has sole investment and voting discretion with respect to such rights, claims, and obligations in respect of matters relating to the Restructuring contemplated by this Agreement and has the power and authority to bind the beneficial owner(s) of such rights, claims, and obligations to the terms of this Agreement (with respect to a Supporting Party, all claims under clauses (A) and (B) and any additional claims against the Debtors it owns or has such control over from time to time or acquires after the Execution Date, collectively, its “Participating Claims”) and (ii) has full power and authority to act on behalf of, vote and consent to matters concerning such Participating Claims in respect of matters relating to the Restructuring contemplated by this Agreement and dispose of, exchange, assign and transfer such Participating Claims. Further, such Supporting Party has made no prior assignment, sale or other transfer of, and has not entered into any other agreement to assign, sell or otherwise transfer, in whole or in part, any portion of its ownership of such Participating Claims.

SECTION 3 AGREEMENTS OF THE SUPPORTING PARTIES AND THE DEBTORS.

(a) During the period beginning on the Execution Date and ending on a Termination Event (such period, the “Effective Period”):

(i) each Supporting Party agrees that it shall, subject to the receipt by such Supporting Party of the Disclosure Statement and the Solicitation Materials, in each case, approved by the Bankruptcy Court as containing “adequate information” as such term is defined in section 1125 of the Bankruptcy Code:

1. timely vote all of its claims, including Participating Claims, in voting classes now or hereafter beneficially owned by such Supporting Party or for which it now or hereafter serves as the nominee, investment manager or advisor for beneficial holders thereof, as applicable, to accept the Plan, by delivering its duly executed and completed ballots accepting the Plan on a timely

¹ As used herein the term “claim” has the meaning ascribed to such term as set forth in section 101(5) of the Bankruptcy Code.

basis following the commencement of the solicitation of the Plan, which ballots shall be in favor of and not indicate that the Supporting Party opts out of any releases and exculpation provided under the Plan; provided that such vote shall be immediately revoked and deemed *void ab initio* upon termination of this Agreement pursuant to the terms hereof (except any termination pursuant to Section 8(a) hereof); and

2. not change or withdraw (or seek or cause to be changed or withdrawn) such vote.

(ii) each Supporting Party agrees to not (A) object to, delay, impede or take any other action to interfere with acceptance or implementation of the Plan or the Restructuring, (B) directly or indirectly seek, solicit, encourage, propose, file, support, assist, participate, engage in the formulation, negotiations or discussions of or vote for, any restructuring, sale of assets, merger, workout or plan of reorganization for the Debtors other than the Plan (any such transaction, an “Alternative Transaction”), (C) object to or otherwise commence any proceeding, take any action opposing, or support any other person’s efforts to oppose or object to, any of the terms of any of the DIP Loan Documents, or (D) otherwise take any action that would in any material respect interfere with, delay or postpone the consummation of the Restructuring;

(iii) each Supporting Party and each Debtor agrees to (A) support, and take all reasonable actions necessary to facilitate the implementation and consummation of, the Restructuring (including without limitation, approval of the Restructuring Documents and DIP Loan Documents, the confirmation of the Plan and the consummation of the Restructuring pursuant to the Plan) and (B) not take any action that is inconsistent with the implementation or consummation of the Restructuring; and

(iv) each Supporting Party (subject to Section 26 of this Agreement) agrees to not (A) support or encourage the termination or modification of the Debtors’ exclusive period for the filing of a plan or the Debtors’ exclusive period to solicit votes on a plan, or (B) take any other action, including initiating any legal proceedings or enforcing rights under the BOC Loan Documents or Riesen Loan Documents, as applicable (including but not limited any action against any non-Debtor that is party to the BOC Loan Documents or Riesen Loan Documents or against any other affiliate² of the Debtors) that is inconsistent with this Agreement or the Restructuring Documents, or that would reasonably be expected to prevent, interfere with, delay or impede the implementation or consummation of the Restructuring (including the Bankruptcy Court’s approval of the Restructuring Documents, the solicitation and confirmation of the Plan and the consummation of the Restructuring Transaction pursuant to the Plan).

(b) Notwithstanding the forgoing, this Agreement will not limit any of the following Supporting Party rights, to the extent consistent with this Agreement:

² As used herein the term “affiliate” has the meaning ascribed to such term as set forth in section 101(2) of the Bankruptcy Code.

(i) to appear and participate as a party in interest in any matter to be adjudicated in the Bankruptcy Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and do not hinder, delay or prevent consummation of the Restructuring;

(ii) to enforce any rights under this Agreement;

(iii) to take or direct any action relating to maintenance, protection or preservation of any collateral; or

(iv) the ability of a Supporting Party or Debtor and its advisors to consult with other Supporting Parties or the Debtors and their respective advisors.

SECTION 4 AGREEMENTS RELATED TO DIP FACILITY AND EXIT FINANCING.

(a) In addition to their agreements as Supporting Parties and Debtors set forth in Section 3 above, during the Effective Period,

(i) each of the Supporting Parties hereby consents to the use of cash collateral and adequate protection as provided in the DIP Credit Agreement, the Interim DIP Order, the Final DIP Order, and the other DIP Loan Documents;

(ii) Bank of Colorado hereby agrees and consents to (A) the Debtors' entry into the DIP Loan Documents, including but not limited to the granting of liens and superpriority administrative expense claims therein, and (B) the treatment of its claims against the Debtors as set forth in the Plan;

(iii) Riesen Funding hereby agrees and consents to (A) the Debtors' entry into the DIP Loan Documents, including but not limited to the granting of liens and superpriority administrative expense claims therein, (B) the treatment of its claims against the Debtors as set forth in the Plan, and (C) to subordinate any liens or security interests securing the obligations under the Riesen Loan Agreements to the liens or security interests granted under the BOC Loan Documents or the DIP Loan Documents.

(b) No Supporting Party shall be obligated to fund or otherwise be committed to provide funding in connection with the Restructuring except pursuant to separate definitive documentation relating specifically to such funding, if any, (i) executed by such Supporting Party and (ii) approved by an order of the Bankruptcy Court, if necessary, along with the satisfaction of any conditions precedent to such funding under the definitive documentation relating thereto.

SECTION 5 SUPPORT FOR MUTUAL RELEASES BY THE SUPPORTING PARTIES.

(a) Subject to Section 5(b) below, during the Effective Period, each of the Supporting Parties agrees that it shall not object to or opt out of any release included in the Plan.

(b) Bank of Colorado's agreement under Section 5(a) above, and its support under the terms of this Agreement, are expressly conditioned upon (i) none of the Restructuring Documents or Approved Transaction Documents impairing, altering, or in any way affecting any rights or remedies that Bank of Colorado has against any non-Debtor guarantors under the BOC Loan Documents including, without limitation the following: RMG Development, LLC, Mac Acquisition IP LLC, RedRock Partners, LLC, Monfort Family Limited Partnership I, Richard Monfort, Riesen & Company LLC, Dean A. Riesen, Riesen Funding LLC, and Barbara H. Riesen (collectively, the "Non-Debtor Guarantors"); (ii) the Non-Debtor Guarantors providing to Bank of Colorado a written consent to the transactions contemplated under this Agreement, the Restructuring Documents and the Approved Transaction Documents in the form attached hereto as Exhibit D; and (iii) the Non-Debtor Guarantors ratifying their existing guaranties, and further agreeing to execute and deliver new or restated guaranties as a condition of the Plan

SECTION 6 AGREEMENTS OF THE DEBTORS.

During the Effective Period and subject to Section 26 hereof:

(a) The Debtors hereby agree that, as soon as reasonably practicable, but in no event later than October 20, 2017, the Debtors shall file with the Bankruptcy Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code and any and all other documents necessary to commence the Bankruptcy Cases of each Debtor. If the Debtors do not file such voluntary petitions on or before October 20, 2017, this Agreement shall be null and void.

(b) The Debtors hereby agree, as soon as reasonably practicable, but in no event later than October 27, 2017, to file the Plan and the Disclosure Statement with the Bankruptcy Court.

(c) The Debtors hereby agree, as soon as reasonably practicable, but in no event later than October 27, 2017, to file a motion seeking entry of the Disclosure Statement Order.

(d) During the Effective Period, the Debtors shall: (i) support and take all steps necessary or desirable to obtain orders of the Bankruptcy Court in respect of the Restructuring, including obtaining entry of the Interim DIP Order and the Final DIP Order, Disclosure Statement Order and Confirmation Order; (ii) support and take all steps reasonably necessary or desirable to consummate the Restructuring in accordance with this Agreement, including the preparation and filing within the time-frame provided herein of the Approved Transaction Documents; (iii) execute and deliver any other required agreements to effectuate and consummate the Restructuring; (iv) obtain any and all required regulatory and/or third-party approvals for the Restructuring; (v) comply with any other deadlines set forth herein; (vi) operate their business in the ordinary course, taking into account the Restructuring; and (viii) not object to, delay, impede, or take any other action that is materially inconsistent with, or is intended or is likely to interfere with acceptance or implementation of the Plan or the Restructuring.

(e) During the Effective Period, the Debtors shall timely file an objection to any motion filed with the Bankruptcy Court by any person seeking an order (i) directing the appointment in the Bankruptcy Cases of an examiner with expanded powers or a trustee, (ii) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, (iii) dismissing any of the Bankruptcy Cases; (iv) granting any relief that is inconsistent with this Agreement in any material respect; or (v) modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a plan of reorganization.

(f) [RESERVED]

(g) The Debtors shall use commercially reasonable efforts to preserve their businesses and assets, maintain their operating assets in their present condition (ordinary wear and tear excepted), and maintain their existing insurance coverage.

(h) For the avoidance of doubt, nothing in this Agreement shall prohibit or prevent the Debtors from marketing their assets for sale.

SECTION 7 TRANSFERS OF PARTICIPATING CLAIMS.

(a) Each Supporting Party agrees that, during the Effective Period, it shall not sell, transfer, assign or otherwise dispose of (collectively, "**Transfer**") any of its Participating Claims, or any option thereon or any right or interest (voting or otherwise) in any of its Participating Claims without the advance written consent of the Debtors; provided, however, that (i) a Supporting Party may, after providing written notice to the Debtors and the DIP Agent (as defined in the DIP Credit Agreement), Transfer such Participating Claims to an affiliate thereof that agrees to become a Supporting Party bound by this Agreement, and (ii) any transferee of a Participating Claim shall automatically be deemed a Supporting Party. Any transfer of Participating Claims by a Supporting Party that does not comply with this Section 7(a) shall be deemed void *ab initio* without the need for further action.

(b) This Agreement shall in no way be construed to preclude any Supporting Party from acquiring additional claims; provided that any such additional claims shall automatically be deemed to be Participating Claims of such Supporting Party and shall be subject to all of the terms of this Agreement. Each Supporting Party agrees to provide to counsel for the Debtors a notice of the acquisition of any additional claims within three (3) business days of the consummation of the acquisition transaction.

SECTION 8 TERMINATION OF OBLIGATIONS.

(a) Each Supporting Party, shall have the right to terminate this Agreement upon three (3) business days' prior written notice to the Parties and the DIP Agent and, if such right is so exercised, except as set forth in Section 18, all obligations of the Parties shall immediately terminate and be of no further force and effect upon the occurrence of any of the following events (each, a "**Termination Event**"):

(i) the occurrence of the Effective Date (as defined in the Plan);

(ii) the breach in any material respect by any of the Debtors of any of its covenants, obligations, representations, warranties, or commitments contained in this Agreement, which breach or failure to act would materially and adversely impede or interfere with the acceptance, implementation or consummation of the Restructuring on the terms and conditions set forth in this Agreement and such breach remains uncured for a period of five (5) business days from the date the Debtors receive a written notice of such breach from any Supporting Party (such notice, the “**Supporting Party Termination Notice**”); provided, however, to the extent such material breach impacts only one Supporting Party, only the impacted Supporting Party shall have a termination right under this Section 8(b);

(iii) the breach in any material respect by any other Supporting Party of any of its covenants, obligations, representations, warranties, or commitments contained in this Agreement, which breach or failure to act would materially and adversely impede or interfere with the acceptance, implementation or consummation of the Restructuring on the terms and conditions set forth in this Agreement, and such breach remains uncured for a period of five (5) business days from the date the Supporting Parties receive a written notice of such breach from the Debtors; provided, however, that no Supporting Party shall have a termination right under this Section 8(c) on account of its own breach;

(iv) [RESERVED];

(v) the issuance by any governmental authority or court of competent jurisdiction of any ruling, decision, judgment or order enjoining or otherwise preventing the consummation of a material portion of the Restructuring or requiring the Debtors to take actions inconsistent in any material respect with the Plan, unless such ruling, no party has within ten (10) business days sought to have the judgment stayed, reversed or vacated, or such judgment or order has not been stayed, reversed or vacated within fifteen (15) business days after the date of such issuance; *provided, however*, that if such issuance has been made at the request of any of the Supporting Parties, then this Agreement shall not be terminated by that Supporting Party on account of such issuance;

(vi) the Debtors file any motion or pleading with the Bankruptcy Court that is inconsistent in any material respect with this Agreement or the Plan and such motion or pleading has not been withdrawn prior to the earlier of (i) five (5) business days from the date the Debtors receive written notice from any Supporting Party of the same, and (ii) entry of an order of the Bankruptcy Court approving such motion or pleading;

(vii) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect which granted relief would materially and adversely impede or interfere with the acceptance, implementation or consummation of the Restructuring on the terms and conditions set forth in this Agreement;

(viii) the Debtors enter into a definitive agreement for an Alternative Transaction without the prior written consent of the Supporting Parties, provided that, for

the avoidance of doubt, the process for marketing the Debtors' assets for sale shall not, in and of itself, be a Termination Event;

(ix) the Debtors (i) withdraw the Plan or publicly announce their intention to withdraw the Plan or to pursue an Alternative Transaction, (ii) move voluntarily to dismiss any of the Bankruptcy Cases, (iii) move for conversion of any of the Bankruptcy Cases to chapter 7 under the Bankruptcy Code, (iv) move for the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Bankruptcy Cases, or (v) support any other party seeking any of the foregoing relief;

(x) the modification of the Plan or any of the DIP Loan Documents in a manner that materially adversely impacts the treatment of the Participating Claims of a Supporting Party without the express written consent of such Supporting Party; provided, however, that only the impacted Supporting Party shall have a termination right under this Section 8(j) and such Supporting Party may only terminate if the impacted Supporting Party has not had its treatment restored to a treatment at least as favorable as its prior treatment after a period of five (5) business days from the date the Debtors receive a written notice of such adverse modification from the impacted Supporting Party;

(xi) the Bankruptcy Court enters an order (A) directing the appointment of an examiner with expanded powers or a chapter 11 trustee in any of the Bankruptcy Cases, (B) converting any of the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing any of the Bankruptcy Cases;

(xii) the Debtors exercise their rights to terminate under Section 26 hereof;

(xiii) April 16, 2018, if a written agreement to extend such termination date has not been entered into between and among the Supporting Parties and the Debtors;

(xiv) the Debtors fail to meet any of the Chapter 11 Milestones (as defined and set forth in in Annex B to the DIP Credit Agreement) and the DIP Agent pursues enforcement remedies against the Debtors; or

(xv) the occurrence of the Termination Date under the Interim DIP Order or Final DIP Order.

(b) The Debtors shall have the right to terminate this Agreement upon three (3) business days' prior written notice to the Parties and the DIP Agent and, if such right is so exercised, except as set forth in Section 18, all obligations of the Parties shall immediately terminate and be of no further force and effect upon the occurrence of any of the following events (each, a "**Termination Event**"):

(i) the occurrence of the Effective Date (as defined in the Plan);

(ii) the breach in any material respect by any other Supporting Party of any of its covenants, obligations, representations, warranties, or commitments contained in this Agreement, which breach or failure to act would materially and adversely impede or interfere with the acceptance, implementation or consummation of the Restructuring on the terms and conditions set forth in this Agreement, and such breach remains uncured for a period of five (5) business days from the date the Supporting Parties receive a written notice of such breach from the Debtors;

(iii) the issuance by any governmental authority or court of competent jurisdiction of any ruling, decision, judgment or order enjoining or otherwise preventing the consummation of a material portion of the Restructuring or requiring the Debtors to take actions inconsistent in any material respect with the Plan, unless such ruling, no party has within ten (10) business days sought to have the judgment stayed, reversed or vacated, or such judgment or order has not been stayed, reversed or vacated within fifteen (15) business days after the date of such issuance; *provided, however*, that if such issuance has been made at the request of any of the Debtors, then this Agreement shall not be terminated by the Debtors on account of such issuance;

(iv) the Bankruptcy Court grants relief that is inconsistent with this Agreement in any material respect which granted relief would materially and adversely impede or interfere with the acceptance, implementation or consummation of the Restructuring on the terms and conditions set forth in this Agreement;

(v) exercise of their rights to terminate under Section 26 hereof.

No Party may terminate this Agreement if such Party failed to perform or comply in all material respects with the terms and conditions of this Agreement, with such failure to perform or comply causing, or resulting in, the occurrence of one or more termination events specified herein.

Upon the occurrence of a Termination Event and the exercise by such Supporting Party of its termination rights, this Agreement shall terminate, each Party shall be released from its commitments, undertakings and agreements under or related to this Agreement, and there shall be no liability or obligation on the part of any Party hereto; provided that in no event shall any such termination relieve a Party hereto from (a) liability for its breach or non-performance of its obligations under this Agreement before the date of such termination, (b) any liabilities or obligations under the DIP Loan Documents, or (c) obligations under this Agreement, which expressly survive any such termination pursuant to Section 18 hereunder. Upon the occurrence of a Termination Event, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Event shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement or otherwise.

The Debtors acknowledge and agree, and shall not dispute, that solely with respect to the giving of a Supporting Party Termination Notice by any of the Supporting Parties pursuant to this Agreement, such an action shall not be a violation of the automatic stay under section 362 of the Bankruptcy Code (and the Debtors hereby waive, to the greatest extent possible, the

applicability of the automatic stay to the giving of such notice), and no cure period contained in this Agreement shall be extended pursuant to sections 108 or 365 of the Bankruptcy Code.

SECTION 9 GOOD FAITH COOPERATION; FURTHER ASSURANCES; TRANSACTION DOCUMENTS.

The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable) in respect of all matters concerning the implementation and consummation of the Restructuring. Furthermore, each of the Parties shall take such action (including executing and delivering any other agreements and making and filing any required regulatory filings) as may be reasonably necessary, or as may be required by order of the Bankruptcy Court, to carry out the purposes and intent of this Agreement. Each of the Debtors and the Supporting Parties, as applicable, hereby covenants and agrees (a) to negotiate in good faith the Restructuring Documents and Approved Transaction Documents, each of which shall, except as otherwise provided for herein, (i) otherwise be in form and substance reasonably acceptable in all respects to the Parties (to the extent such Parties are specifically provided with consent rights over such documents pursuant to this Agreement), and (ii) be consistent with this Agreement in all respects, and (b) subject to the satisfaction of the terms and conditions set forth herein, to execute the Restructuring Documents and Approved Transaction Documents (in each case to the extent such Party is contemplated to be a party thereto).

SECTION 10 SPECIFIC PERFORMANCE.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, including any order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply with any of its obligations hereunder; provided, however, that each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party or any other Party.

SECTION 11 AMENDMENTS AND WAIVERS.

This Agreement, including the Exhibits hereto, may be amended only upon written approval of each of the Debtors and each of the Supporting Parties. Any waiver of any condition, term or provision to this Agreement must be in writing signed by the Parties whose consent would be required to amend such condition, term or provision consistent with the impact of the waiver.

SECTION 12 REPRESENTATION BY COUNSEL.

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal

counsel shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties hereto. None of the Parties hereto shall have any term or provision construed against such Party solely by reason of such Party having drafted the same.

SECTION 13 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflict of laws that would require the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the United States Bankruptcy Court for the District of Delaware or, if that court does not have jurisdiction over the matter, the Chancery Court or Superior Court located in New Castle County, Delaware (the “Chosen Courts”). By execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably accepts and submits itself to the exclusive jurisdiction of the Chosen Courts, generally and unconditionally, with respect to any such action, suit or proceeding. EACH PARTY HERETO UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO ABOVE.

SECTION 14 EXECUTION DATE.

This Agreement shall become effective, and each Party hereto shall be bound to the terms of this Agreement, as of the date the Debtors and each of the Supporting Parties have executed and delivered a signature page to this Agreement (the “Execution Date”).

SECTION 15 NOTICES.

All demands, notices, requests, consents and other communications under this Agreement shall be in writing, sent contemporaneously to all of the Supporting Parties and the Debtors, and deemed given when delivered, if delivered by hand, or upon confirmation of transmission, if delivered by email or facsimile, at the addresses and facsimile numbers set forth on Schedule C hereto.

SECTION 16 RESERVATION OF RIGHTS.

Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies and interests, including its Participating Claims and any other claims against the Debtors or other parties. Without limiting the foregoing sentence in any way, after a Termination Event, the Parties hereto each fully reserve any and all of their respective rights, remedies, claims and interests, subject to Section 8, in the case of any claim for breach of this Agreement.

SECTION 17 RULE OF INTERPRETATION.

This Agreement shall be interpreted in accordance with section 102 of the Bankruptcy Code. Notwithstanding anything contained herein to the contrary, it is the intent of the Parties that all references to votes or voting in this Agreement be interpreted to include all means of expressing agreement with, or rejection of, as the case may be, a Restructuring.

SECTION 18 SURVIVAL.

Notwithstanding (a) any transfer of Participating Claims in accordance with Section 7 or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 2, Section 10, Section 12, Section 13, Section 15, Section 16, Section 17, Section 20, Section 22, Section 24, Section 25, and Section 26 shall survive such transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof.

SECTION 19 SUCCESSORS AND ASSIGNS; SEVERABILITY; SEVERAL OBLIGATIONS.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective permitted successors, assigns, heirs, executors, estates, administrators and representatives. The invalidity or unenforceability at any time of any provision hereof in any jurisdiction shall not affect or diminish in any way the continuing validity and enforceability of the remaining provisions hereof or the continuing validity and enforceability of such provision in any other jurisdiction; provided, however, that nothing in this Section 19 shall be deemed to amend, supplement or otherwise modify, or constitute a waiver of, any Termination Event. The agreements, representations and obligations of the Supporting Parties under this Agreement are, in all respects, several and not joint.

SECTION 20 THIRD-PARTY BENEFICIARY.

This Agreement is intended for the benefit of the Parties hereto and the DIP Agent and no other person or entity shall be a third party beneficiary hereof or have any rights hereunder.

SECTION 21 COUNTERPARTS; ADDITIONAL SUPPORTING PARTIES.

This Agreement may be executed in several identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail or otherwise, each of which shall be deemed to be an original for the purposes of this paragraph.

SECTION 22 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements (oral and written) and all other prior negotiations but shall not supersede the Approved Transaction Documents; provided, however, that the Parties acknowledge and agree that any confidentiality agreements heretofore executed between the Debtors and any Supporting Party shall continue in full force and effect as provided

therein, except that the Parties acknowledge and agree that this Agreement may be publicly filed with the Bankruptcy Court without redaction, and otherwise used and disseminated in connection with the Restructuring without violating any such confidentiality agreements.

SECTION 23 HEADINGS.

The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement and shall not affect the interpretation of this Agreement.

SECTION 24 INDEPENDENT DUE DILIGENCE AND DECISION-MAKING.

Each Party hereto hereby confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it has deemed appropriate.

SECTION 25 SETTLEMENT DISCUSSIONS.

This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the parties hereto. Regardless of whether or not the transactions contemplated herein are consummated, or whether or not a Termination Event has occurred, if applicable, nothing herein shall be construed herein as an admission of any kind or a waiver by any Party of any or all of such Party's rights or remedies. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than to prove the existence of this Agreement or in a proceeding to enforce the terms of this Agreement.

SECTION 26 THE DEBTORS' FIDUCIARY DUTIES.

Notwithstanding anything to the contrary herein, to the extent that any Debtors' managers (or comparable governing body) determine in good faith after consulting with outside legal counsel that the Debtors' fiduciary obligations under applicable law require the Debtors to take any action or terminate this Agreement and the Debtors' obligations hereunder, the Debtors may take any action, including to terminate this Agreement, without incurring any liability to any one or more of the Supporting Parties under this Agreement. In the event that the Debtors determine to terminate this Agreement in accordance with this Section 26, the Debtors shall provide notice of such termination to each of the Supporting Parties and their advisors not more than one (1) business day after such determination. Notwithstanding anything to the contrary herein, nothing in this Agreement shall create any additional fiduciary obligations on the part of the Debtors or any members, managers, or officers of the Debtors or their affiliated entities, in such capacity, that did not exist prior to the Execution Date.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first above written.

[Remainder of page intentionally left blank]

MAC ACQUISITION LLC



Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

**MACARONI GRILL SERVICES
LLC**



Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

MAC PARENT LLC



Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

MAC HOLDING LLC



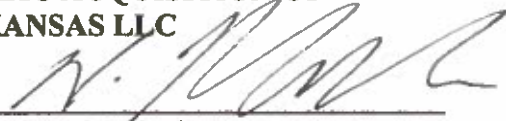
Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

**MAC ACQUISITION OF NEW
JERSEY LLC**



Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

**MAC ACQUISITION OF
KANSAS LLC**



Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

**MAC ACQUISITION OF ANNE
ARUNDEL COUNTY LLC**



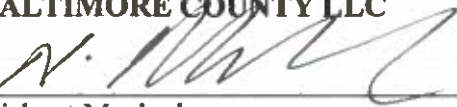
Nishant Machado
President, Chief Executive Officer
And Chief Restructuring Officer

**MAC ACQUISITION OF
FREDERICK COUNTY LLC**



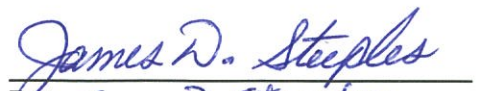
Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

**MAC ACQUISITION OF
BALTIMORE COUNTY LLC**



Nishant Machado
President, Chief Executive Officer
and Chief Restructuring Officer

BANK OF COLORADO


By: *James D. Steeples*
Its: *Senior Vice President*

RIESEN FUNDING LLC

A handwritten signature in blue ink, appearing to be 'DAR' with a horizontal line extending to the right.

By: **DEAN A. RIESEN**
Its: **HANCOCK**

SCHEDULE A

BOC LOAN DOCUMENTS

BOC Loan Documents

1. Agreement to Provide Insurance, dated April 17, 2015, executed by Mac Parent LLC.
2. Business Account Questionnaire, dated April 17, 2015, executed by Mac Parent LLC.
3. Business Loan Agreement, dated April 17, 2015, by and between Mac Parent LLC and Bank of Colorado.
4. Commercial Guaranty, dated April 17, 2015, made by Barbara H. Riesen for the benefit of Mac Parent LLC.
5. Commercial Guaranty, dated April 17, 2015, made by Dean A. Riesen for the benefit of Mac Parent LLC.
6. Commercial Guaranty, dated April 17, 2015, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
7. Commercial Guaranty, dated April 17, 2015, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
8. Commercial Guaranty, dated April 17, 2015, made by Mac Holding LLC for the benefit of Mac Parent LLC.
9. Commercial Guaranty, dated April 17, 2015, made by Mac Management Blocker LLC for the benefit of Mac Parent LLC.
10. Commercial Guaranty, dated April 17, 2015, made by Monfort Family Limited Partnership I for the benefit of Mac Parent LLC.
11. Commercial Guaranty, dated April 17, 2015, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
12. Commercial Guaranty, dated April 17, 2015, made by Richard Monfort for the benefit of Mac Parent LLC.
13. Commercial Guaranty, dated April 17, 2015, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
14. Commercial Guaranty, dated April 17, 2015, made by RMG Development LLC for the benefit of Mac Parent LLC.
15. Commercial Security Agreement, dated April 17, 2015, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.

16. Commercial Security Agreement, dated April 17, 2015, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
17. Commercial Security Agreement, dated April 17, 2015, made by Mac Holding LLC for the benefit of Mac Parent LLC.
18. Commercial Security Agreement, dated April 17, 2015, made by Mac Management Blocker LLC for the benefit of Mac Parent LLC.
19. Commercial Security Agreement, dated April 17, 2015, made by Mac Parent LLC for the benefit of Mac Parent LLC.
20. Commercial Security Agreement, dated April 17, 2015, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
21. Commercial Security Agreement, dated April 17, 2015, made by RMG Development LLC for the benefit of Mac Parent LLC.
22. Entity Authorization, dated April 17, 2015, executed by Mac Parent LLC.
23. Errors and Omissions Agreement, dated April 17, 2015, executed by Mac Parent LLC.
24. Internet Banking Agreement, dated April 17, 2015, by and between Mac Parent LLC and Bank of Colorado.
25. Internet Gambling and Marijuana Sales Certification, dated April 17, 2015, executed by Mac Parent LLC.
26. LLC Operating Authority Affidavit Addendum, dated April 17, 2015, executed by Mac Parent LLC.
27. Notice of Default Agreement, dated April 17, 2015, by and between Mac Parent LLC, Bank of Colorado, and Performance Food Group.
28. Ownership of Account Certification, dated April 17, 2015, executed by Mac Parent LLC.
29. Promissory Note, dated April 17, 2015, made by Mac Parent LLC in favor of Bank of Colorado.
30. Resolution of Limited Liability Company Member, dated April 17, 2015, executed by Mac Parent LLC.
31. Limited Liability Company Resolution to Borrow / Grant Collateral, dated April 17, 2015, executed by Mac Parent LLC.
32. Wire Transfer Agreement, dated April 17, 2015, by and between Mac Parent LLC and Bank of Colorado.
33. Change in Terms Agreement, dated April 17, 2016, executed by Mac Parent LLC.

34. Change in Terms Agreement, dated July 16, 2017, executed by Mac Parent LLC.
35. Resolution of Limited Liability Company Member, dated July 16, 2016, executed by Mac Parent LLC.
36. Limited Liability Company Resolution to Borrow / Grant Collateral, dated July 16, 2016, executed by Mac Parent LLC.
37. Limited Liability Company Resolution to Borrow / Grant Collateral, dated July 27, 2016, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
38. Change in Terms Agreement, dated July 17, 2017, executed by Mac Parent LLC.
39. Agreement to Provide Insurance, dated December 20, 2016, executed by Mac Parent LLC.
40. Business Loan Agreement, dated December 20, 2016, by and between Mac Parent LLC and Bank of Colorado.
41. Commercial Guaranty, dated December 20, 2016, made by Barbara H. Riesen for the benefit of Mac Parent LLC.
42. Commercial Guaranty, dated December 20, 2016, made by Dean A. Riesen for the benefit of Mac Parent LLC.
43. Commercial Guaranty, dated December 20, 2016, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
44. Commercial Guaranty, dated December 20, 2016, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
45. Commercial Guaranty, dated December 20, 2016, made by Mac Holding LLC for the benefit of Mac Parent LLC.
46. Commercial Guaranty, dated December 20, 2016, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
47. Commercial Guaranty, dated December 20, 2016, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
48. Commercial Guaranty, dated December 20, 2016, made by RMG Development LLC for the benefit of Mac Parent LLC.
49. Commercial Guaranty, dated December 20, 2016, made by Monfort Family Limited Partnership I for the benefit of Mac Parent LLC.
50. Commercial Guaranty, dated December 20, 2016, made by Richard Monfort for the benefit of Mac Parent LLC.

51. Commercial Security Agreement, dated December 20, 2016, by and between Mac Parent LLC and Bank of Colorado.
52. Disbursement Request and Authorization, dated December 20, 2016, executed by Mac Parent LLC.
53. Errors and Omissions Agreement, dated December 20, 2016, executed by Mac Parent LLC.
54. Notice of Insurance Requirements, dated December 20, 2016, executed by Mac Parent LLC.
55. Promissory Note, dated December 20, 2016, made by Mac Parent LLC in favor of Bank of Colorado.
56. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
57. Agreement to Provide Insurance, dated September 19, 2017, 2016, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
58. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
59. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
60. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
61. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
62. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
63. Agreement to Provide Insurance, dated September 19, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
64. Agreement to Provide Insurance, dated September 19, 2017, executed by Mac Parent LLC.
65. Agreement to Provide Insurance, dated September 19, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
66. Agreement to Provide Insurance, dated September 19, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.

67. Agreement to Provide Insurance, dated September 19, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
68. Agreement to Provide Insurance, dated September 19, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
69. Agreement to Provide Insurance, dated September 19, 2017, made by RMB Development LLC for the benefit of Mac Parent LLC.
70. Business Loan Agreement, dated September 19, 2017, by and between Mac Parent LLC and Bank of Colorado.
71. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
72. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
73. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
74. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
75. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
76. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
77. Commercial Guaranty, dated September 19, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
78. Commercial Guaranty, dated September 19, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
79. Commercial Guaranty, dated September 19, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
80. Commercial Guaranty, dated September 19, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
81. Commercial Guaranty, dated September 19, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
82. Commercial Guaranty, dated September 19, 2017, made by Barbara H. Riesen for the benefit of Mac Parent LLC.

83. Commercial Guaranty, dated September 19, 2017, made by Dean A. Riesen for the benefit of Mac Parent LLC.
84. Commercial Guaranty, dated September 19, 2017, made by RMG Development LLC for the benefit of Mac Parent LLC.
85. Commercial Guaranty, dated September 19, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
86. Commercial Guaranty, dated September 19, 2017, made by Monfort Family Limited Partnership I for the benefit of Mac Parent LLC.
87. Commercial Guaranty, dated September 19, 2017, made by Richard Monfort for the benefit of Mac Parent LLC.
88. Acknowledgment of Voluntary Guaranty, dated September 19, 2017, made by Monfort Family Limited Partnership I.
89. Acknowledgment of Voluntary Guaranty, dated September 19, 2017, made by Richard Monfort.
90. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
91. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
92. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
93. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
94. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
95. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
96. Commercial Security Agreement, dated September 19, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
97. Commercial Security Agreement, dated September 19, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
98. Commercial Security Agreement, dated September 19, 2017, executed by Mac Parent LLC.

99. Commercial Security Agreement, dated September 19, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
100. Commercial Security Agreement, dated September 19, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
101. Commercial Security Agreement, dated September 19, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
102. Commercial Security Agreement, dated September 19, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
103. Commercial Security Agreement, dated September 19, 2017, made by RMG Development LLC for the benefit of Mac Parent LLC.
104. Disbursement Request and Authorization, dated September 19, 2017, executed by Mac Parent LLC.
105. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
106. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
107. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
108. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
109. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
110. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
111. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
112. Errors and Omissions Agreement, dated September 19, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
113. Errors and Omissions Agreement, dated September 19, 2017, executed by Mac Parent LLC.
114. Errors and Omissions Agreement, dated September 19, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.

115. Errors and Omissions Agreement, dated September 19, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
116. Errors and Omissions Agreement, dated September 19, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
117. Errors and Omissions Agreement, dated September 19, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
118. Errors and Omissions Agreement, dated September 19, 2017, made by RMG Development LLC for the benefit of Mac Parent LLC.
119. Limited Liability Company Resolution to Borrow / Grant Collateral, dated September 19, 2017, executed by Mac Parent LLC.
120. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
121. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
122. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
123. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
124. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
125. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
126. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
127. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
128. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
129. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.

130. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
131. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 19, 2017, made by RMG Development LLC for the benefit of Mac Parent LLC.
132. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
133. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
134. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
135. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
136. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
137. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
138. Notice of Insurance Requirements, September 19, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
139. Notice of Insurance Requirements, dated September 19, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
140. Notice of Insurance Requirements, dated September 19, 2017, executed by Mac Parent LLC.
141. Notice of Insurance Requirements, dated September 19, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
142. Notice of Insurance Requirements, dated September 19, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
143. Notice of Insurance Requirements, dated September 19, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
144. Notice of Insurance Requirements, dated September 19, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
145. Notice of Insurance Requirements, , dated September 19, 2017, made by RMG Development LLC for the benefit of Mac Parent LLC.

146. Promissory Note, dated September 19, 2017 made by Mac Parent LLC in favor of Bank of Colorado.
147. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Acquisition regarding Mac Acquisition IP LLC for the benefit of Mac Parent LLC.
148. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Acquisition regarding Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
149. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Acquisition regarding Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
150. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Acquisition regarding Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
151. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Acquisition regarding Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
152. Resolution of Limited Liability Company Member, September 19, 2017, made by Mac Acquisition regarding Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
153. Resolution of Limited Liability Company Member, September 19, 2017, made by Mac Acquisition LLC regarding RMG Development LLC for the benefit of Mac Parent LLC.
154. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Holding LLC regarding Mac Acquisition LLC for the benefit of Mac Parent LLC.
155. Resolution of Limited Liability Company Member, dated September 19, 2017, made by Mac Holding LLC regarding Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
156. Resolution of Limited Liability Company Member, dated September 19, 2017, regarding Mac Holding LLC, executed by Mac Parent LLC.
157. Resolution of Limited Liability Company Member, dated September 19, 2017, regarding Redrock Partners, LLC, executed by Mac Parent LLC.
158. Resolution of Limited Liability Company Member, dated September 19, 2017, regarding Riesen & Company, LLC, executed by Mac Parent LLC.
159. Agreement to Provide Insurance, dated September 28, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.

160. Agreement to Provide Insurance, dated September 28, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
161. Agreement to Provide Insurance, dated September 28, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
162. Agreement to Provide Insurance, dated September 28, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
163. Agreement to Provide Insurance, dated September 28, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
164. Agreement to Provide Insurance, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
165. Agreement to Provide Insurance, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
166. Change in Terms Agreement, September 28, 2017, executed by Mac Parent LLC.
167. Commercial Guaranty, dated September 28, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
168. Commercial Guaranty, dated September 28, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
169. Commercial Guaranty, dated September 28, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
170. Commercial Guaranty, dated September 28, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
171. Commercial Guaranty, dated September 28, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
172. Commercial Guaranty, dated September 28, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
173. Commercial Guaranty, dated September 28, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
174. Commercial Guaranty, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
175. Commercial Guaranty, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
176. Commercial Security Agreement, dated September 28, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.

177. Commercial Security Agreement, dated September 28, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
178. Commercial Guaranty, dated September 28, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
179. Commercial Security Agreement, dated September 28, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
180. Commercial Security Agreement, dated September 28, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
181. Commercial Security Agreement, dated September 28, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
182. Commercial Security Agreement, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
183. Commercial Security Agreement, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
184. Errors and Omissions Agreement, dated September 28, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
185. Errors and Omissions Agreement, dated September 28, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
186. Errors and Omissions Agreement, dated September 28, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
187. Errors and Omissions Agreement, dated September 28, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
188. Errors and Omissions Agreement, dated September 28, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
189. Errors and Omissions Agreement, dated September 28, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
190. Errors and Omissions Agreement, dated September 28, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
191. Errors and Omissions Agreement, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
192. Errors and Omissions Agreement, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.

193. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
194. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
195. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
196. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
197. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
198. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.
199. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
200. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
201. Limited Liability Company Resolution to Grant Collateral / Guarantee, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
202. Notice of Insurance Requirements, dated September 28, 2017, made by Mac Acquisition of Anne Arundel County LLC for the benefit of Mac Parent LLC.
203. Notice of Insurance Requirements, dated September 28, 2017, made by Mac Acquisition of Baltimore County LLC for the benefit of Mac Parent LLC.
204. Notice of Insurance Requirements, dated September 28, 2017, made by Mac Acquisition of Frederick County LLC for the benefit of Mac Parent LLC.
205. Notice of Insurance Requirements, dated September 28, 2017, made by Mac Acquisition of Kansas LLC for the benefit of Mac Parent LLC.
206. Notice of Insurance Requirements, September 28, 2017, made by Mac Acquisition of New Jersey LLC for the benefit of Mac Parent LLC.
207. Notice of Insurance Requirements, dated September 28, 2017, made by Macaroni Grill Services LLC for the benefit of Mac Parent LLC.

208. Notice of Insurance Requirements, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
209. Notice of Insurance Requirements, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.
210. Resolution of Limited Liability Company Member, dated September 28, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
211. Resolution of Limited Liability Company Member, dated September 28, 2017, made by Redrock Partners, LLC for the benefit of Mac Parent LLC.
212. Resolution of Limited Liability Company Member, dated September 28, 2017, made by Riesen & Company, LLC for the benefit of Mac Parent LLC.
213. Resolution of Limited Liability Company Member, dated September 28, 2017, made by Riesen Funding LLC for the benefit of Mac Parent LLC.

SCHEDULE B

RIESEN LOAN DOCUMENTS

Riesen Loan Documents

1. Security Agreement, dated July 3, 2017, executed by Mac Parent LLC.
2. Promissory Note, dated July 3, 2017, made by Mac Parent LLC in favor of Riesen Funding LLC.
3. Security Agreement, dated July 3, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
4. Unconditional Guaranty of Payment, dated July 3, 2017, made by Mac Holding LLC for the benefit of Mac Parent LLC.
5. Security Agreement, dated July 3, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.
6. Unconditional Guaranty of Payment, dated July 3, 2017, made by Mac Acquisition LLC for the benefit of Mac Parent LLC.