

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ROADHOUSE HOLDING INC., *et al.*,¹
Debtors.

Chapter 11

Case No. 16 -11819 (BLS)

Jointly Administered

Re: Docket No. 146

**ORDER (I) APPROVING THE DISCLOSURE
STATEMENT; (II) ESTABLISHING PROCEDURES
FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT
OR REJECT THE PLAN, INCLUDING (A) APPROVING FORM AND
MANNER OF SOLICITATION PROCEDURES, (B) APPROVING FORM AND
NOTICE OF THE CONFIRMATION HEARING, (C) ESTABLISHING VOTING
RECORD DATE AND APPROVING PROCEDURES FOR DISTRIBUTION OF
SOLICITATION PACKAGES, (D) APPROVING FORMS OF BALLOT,
(E) ESTABLISHING DEADLINE FOR RECEIPT OF BALLOTS, AND (F) APPROVING
PROCEDURES FOR VOTE TABULATIONS; (III) ESTABLISHING DEADLINE AND
PROCEDURES FOR FILING OBJECTIONS TO (A) CONFIRMATION OF THE PLAN
AND (B) THE DEBTORS' PROPOSED CURE AMOUNTS FOR UNEXPIRED LEASES
AND EXECUTORY CONTRACTS ASSUMED PURSUANT TO THE PLAN;
AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the Debtors for entry of an order, pursuant to sections 1125 and 1126 of title 11 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018 and 3020, and Local Rule 3017-1: (i) approving the Proposed Disclosure Statement; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, including (a) approving the form and manner of the Confirmation Hearing Notice, (b) approving the form and manner of the Solicitation Packages, (c) establishing the Voting Record

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, the Plan or the Disclosure Statement, as applicable.

Date and approving procedures for distributing the Solicitation Packages, (d) approving the Ballots, (e) establishing the Voting Deadline, and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing procedures with respect to, and the deadline for filing objections to, (a) confirmation of the Plan and (b) the executory contracts and unexpired leases that may be assumed or assumed and assigned pursuant to the Plan and the amount of the related cure amounts; and (iv) granting related relief; and it appearing that adequate and sufficient notice of the Motion has been given under the circumstances; and it further appearing that adequate and sufficient notice pursuant to Bankruptcy Rule 2002(b) of the hearing to approve the Proposed Disclosure Statement has been given; and after due deliberation and upon the Court's determination that the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and sufficient cause appearing thereof, it is hereby ORDERED that:

- A. The Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order.
- B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
- C. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- D. Notice of the Motion, the Proposed Disclosure Statement, and the Disclosure Statement Hearing was good and sufficient notice to all interested parties and no other or further notice is required or need be provided.
- E. The Proposed Disclosure Statement contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code.

F. The Confirmation Hearing Notice, substantially in the form annexed hereto as Exhibit A, and the procedures set forth below for providing the Confirmation Hearing Notice to all creditors and equity security holders of the time, date, and place of the Confirmation Hearing and the contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017, and service of such materials as set forth herein constitutes sufficient notice to all interested parties.

G. The Ballots annexed hereto as Exhibits B-1, B-2, B-3(a), B-3(b), and B-4 are sufficiently consistent with Official Form No. 14 and adequately address the particular needs of these chapter 11 cases and are appropriate for Class 3 (Revolving Facility Lender Claims), Class 4 (GSO Notes Claims and Kelso Notes Claims), Class 5 (Unexchanged Notes Claims), and Class 6 (General Unsecured Claims), respectively, which classes are entitled to vote to accept or reject the Plan.

H. The content and proposed distribution of the Solicitation Packages complies with Bankruptcy Rule 3017(d).

I. Ballots need not be provided to the Unimpaired Creditors, holders of claims in (i) Class 1 (Other Priority Claims), (ii) Class 2 (Other Secured Claims), (iii) Class 7 (Intercompany Claims), and Class 10 (Intercompany Interests), because such holders are deemed to accept the Plan.

J. Ballots need not be provided to the Rejecting Creditors, holders of claims and interests in (i) Class 8 (Subordinated Claims) and (ii) Class 9 (Existing Equity Interests), because such holders are deemed to reject the Plan.

K. The period, set forth below, during which the Debtors may solicit acceptances to the Plan is a reasonable and adequate period of time under the circumstances for creditors to make an informed decision to accept or reject the Plan.

L. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth below) provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

M. All objections, responses, statements, and comments, if any, in opposition to the Proposed Disclosure Statement, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Disclosure Statement Hearing, shall be, and hereby are, **overruled in their entirety** for the reasons stated on the record and, notwithstanding the foregoing, no objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth herein.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

Approval of Disclosure Statement

2. The Proposed Disclosure Statement ^{as Filed at Docket No. 330} is APPROVED (as so approved, the “Disclosure Statement”).

Approval of Confirmation Hearing, Objection Deadline and Notice Thereof

3. The Confirmation Hearing will be held at **10:30 a.m. (prevailing Eastern Time) on November 9, 2016**; provided, however, that the Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice to creditors or other parties interest, other than an announcement at or before the Confirmation Hearing or any adjourned Confirmation Hearing or the filing of a notice or a hearing agenda providing for the adjournment on the docket of these chapter 11 cases.

4. Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be in writing, served on the parties identified below, and filed with

the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before the Confirmation Objection Deadline of **4:00 p.m. (prevailing Eastern Time) on November 2, 2016**, which deadline may be extended by the Debtors. The Court shall consider only timely filed written objections. Objections to confirmation of the Plan shall be served on the following (collectively, the “**Notice Parties**”):

- a) counsel to the Debtors;
- b) proposed counsel to the Committee;
- c) the U.S. Trustee;
- d) counsel to the Revolving Facility Agent;
- e) counsel to the DIP Agent; and
- f) each of the counsel to the Unanimous Supporting Noteholders.

Objections to confirmation of the Plan, if any, must (a) state with particularity the legal and factual grounds therefor, and, unless impracticable, propose modifications to the Plan that would resolve such objection; and (b) conform to the Bankruptcy Rules and Local Rules.

5. The deadline for the Debtors and any other party supporting the Plan to file a response to any objection to confirmation of the Plan is 10:00 a.m. (prevailing Eastern Time) two (2) business days before the commencement of the Confirmation Hearing.

6. The Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit A, is hereby approved.

7. The Debtors shall serve the Confirmation Hearing Notice on all parties who are known or potential creditors or interest holders, including counterparties to executory contracts or unexpired leases, as of the Voting Record Date no later than the Solicitation Commencement Date, which notice may be satisfied by service of the Solicitation Package including the Confirmation Hearing Notice. Any party who files a proof of claim by the General Bar Date that is not on

account of a General Unsecured Claim and who has not previously received a Confirmation Hearing Notice shall also be served with a Confirmation Hearing Notice by the Supplemental Solicitation Date.

8. The Debtors shall also publish the notice of the Confirmation Hearing, substantially in the form annexed hereto as Exhibit D (the “**Publication Notice**”), once, at least twenty-one (21) days before the Confirmation Objection Deadline, in *The Wall Street Journal* or *The New York Times*, as determined by the Debtors, in their sole discretion.

Temporary Allowance of, Objections to, and Estimations of Claims for Voting Purposes

9. Subject to the procedures with respect to the Supplemental Solicitation Date set forth herein, the Voting Record Date is established as **September 28, 2016 at 5:00 p.m. (prevailing Eastern Time)** for purposes of this Order and determining which creditors are entitled to vote on the Plan, the temporary allowance of claims for purposes of voting on the Plan, and which creditors and interest holders receive the notices and materials contemplated by this Order, including, without limitation, the Confirmation Hearing Notice and Solicitation Packages.

10. Solely for purposes of voting on the Plan, and not for any other purposes:

- a) The Revolving Lender Facility Claims shall be allowed for purposes of voting on the Plan in the aggregate principal amount of \$29,000,000.
- b) The GSO Notes Claims shall be temporarily allowed in the aggregate principal amount of \$119,299,000.
- c) The Kelso Notes Claims shall be temporarily allowed in the aggregate principal amount of \$122,598,000.
- d) The Unexchanged Notes Claims shall be temporarily allowed in the aggregate principal amount of \$143,936,000.

11. Solely for purposes of voting on the Plan, and not for any other purposes, with respect to General Unsecured Claims, the amount of a claim held by a creditor in such class shall be temporarily allowed and determined pursuant to the following Tabulation Rules:

- a) Except as otherwise set forth below, the amount of the claim listed in the Schedules to the extent such claim is not listed as any of contingent, unliquidated or disputed; provided that a party whose claim has been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of such claim, if any, to accept or reject the Plan.
- b) If a claim is allowed under the Plan, the deemed allowed amount set forth in the Plan.
- c) If a claim is temporarily allowed or estimated by the Court for voting purposes pursuant to Bankruptcy Rule 3018(a), the amount so determined in accordance with the notice procedures set forth herein, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.
- d) The noncontingent and liquidated amount specified in a proof of claim (as may be reasonably determined by the Debtors or the Balloting Agent) timely filed on or before the General Bar Date in these chapter 11 cases (or are deemed timely filed on or before the General Bar Date by the Court) to the extent the proof of claim (i) has not been expunged, disallowed, disqualified, withdrawn, filed in the amount of \$0.00, or superseded prior to the General Bar Date; and (ii) is not the subject of an objection filed no later than the Voting Objection Deadline, **October 19, 2016, at 4:00 p.m. (prevailing Eastern Time).**
- e) With respect to Ballots cast by alleged creditors who have timely filed on or before the General Bar Date proofs of claim in these chapter 11 cases (or who are deemed to have timely filed proofs of claim on or before the General Bar Date by the Court) in wholly contingent or unliquidated amounts (as may be reasonably determined by the Debtors or the Balloting Agent) that has not been expunged, disallowed, disqualified, withdrawn and is not the subject of an objection filed before the Voting Objection Deadline, such Ballots shall be counted in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, and shall be counted at \$1.00 in determining whether the aggregate claim amount requirement has been met.
- f) If a proof of claim timely filed in these chapter 11 cases has been amended by a later proof of claim filed on or before the General Bar Date (as may be reasonably determined by the Debtors or the Balloting Agent), the later filed amending claim shall be entitled to vote in a manner consistent with these Tabulation Rules, and the earlier filed claim shall be disallowed for voting purposes and the holder shall not receive a Ballot on account of such claim, regardless of whether the Debtors have objected to such amended claim.
- g) The assignee of a claim shall only be permitted to vote such claim only if the transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the claims register maintained by Donlin Recano on or before the Voting Record Date;

provided, that for the avoidance of doubt, that the assignor will not receive a Solicitation Package with respect to such claim.

12. Other than with respect to the claims described in paragraph 10 above, the Debtors may object to any claim (as defined in section 101(5) of the Bankruptcy Code) solely for Plan voting purposes by filing a Determination Motion no later than the Voting Objection Deadline. Further, if a creditor that is permitted to vote on the Plan casts a Ballot, but the creditor's claim is the subject of an objection filed no later than the Voting Objection Deadline, the creditor's Ballot shall not be counted, unless such claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a). Notwithstanding the foregoing, unless otherwise ordered by the Court, if an objection to a claim requests that such claim be reclassified and/or reduced, such claimant's Ballot shall be counted in such reduced amount and/or as the reclassified category.

13. If a creditor seeks to have its claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), such creditor shall file a Claims Estimation Motion by 4:00 p.m. (prevailing Eastern Time) on the later of (a) the Voting Objection Deadline, or (b) if such claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion..

14. In the event that a Determination Motion or Claims Estimation Motion is filed, any response to such motion shall be filed by the non-moving party by the later of (i) the Voting Objection Deadline or (ii) seven (7) days after the filing of the applicable motion. Subject to the Court's availability and unless otherwise agreed by the parties, a hearing on any Determination Motion or Claims Estimation Motion shall be scheduled to be held prior to the Confirmation Hearing. The ruling by the Court on any Determination Motion or Claims Estimation Motion shall be considered a ruling with respect to the allowance of the claim(s) under Bankruptcy Rule 3018

and such claim(s) will be counted, for voting purposes only, in the amount determined by the Court.

15. In the event that a claimant reaches an agreement with the Debtors as to the treatment of its claim for voting purposes, a stipulation setting forth that agreement shall be presented to the Court for approval by notice of proposed stipulation and order, with presentment upon three (3) business days' notice to the Notice Parties.

Approval of Solicitation Procedures

16. The Ballots, which shall be in substantially the forms annexed hereto as Exhibits B-1, B-2, B-3(a), B-3(b), and B-4, are approved.

17. The Debtors are authorized and empowered to commence distribution or to cause the distribution of the Solicitation Packages, through the Balloting Agent or the Voting Nominees (as defined herein), to (i) holders of claims in the Voting Classes as of the Voting Record Date no later than the Solicitation Commencement Date, which shall be **seven (7) calendar days from the date of the entry of this Order** and (ii) any party who files a proof of claim by the General Bar Date on account of a General Unsecured Claim and who has not previously received a Solicitation Package no later than the Supplemental Solicitation Date, which shall be **October 12, 2016**.

18. The Debtors are authorized and empowered to commence distribution of the master ballots (the form of which is set forth in Exhibit B-3(a) attached hereto) (the "**Master Ballots**") to be sent to each bank, broker, custodian, dealer, nominee, or other intermediary, or their mailing agent (each a "**Voting Nominee**") approximately three (3) days after the Solicitation Commencement Date.

19. The Debtors shall provide the Voting Nominees with sufficient copies of the Solicitation Packages so that each Voting Nominee may send a Solicitation Package to each

beneficial holder that holds through such Voting Nominee. Upon receipt of sufficient copies of the Solicitation Packages from the Balloting Agent, the Voting Nominees shall promptly distribute such materials to the beneficial holders by no later than five (5) business days after receipt by the Voting Nominees of such materials in accordance with the Voting Nominee's customary procedures. The Debtors are authorized, but not directed, to reimburse Voting Nominees for their reasonable and documented, actual and necessary out-of-pocket expenses incurred in connection with the distribution of Solicitation Packages (as well as the tabulation of votes as applicable).

20. Only a copy of the Confirmation Hearing Notice shall be distributed to holders, as of the Voting Record Date, of DIP Facilities Claims, Administrative Claims, Professional Fee Claims, and Priority Tax Claims, which are claims unclassified under the Plan.

21. Only a copy of the Confirmation Hearing Notice and the Non-Voting Holder Notice shall be distributed to holders, as of the Voting Record Date, of

- a) unimpaired claims in (i) Class 1 (Other Priority Claims), (ii) Class 2 (Other Secured Claims), (iii) Class 7 (Intercompany Claims), and (iv) Class 10 (Intercompany Interests) that are deemed to accept the Plan; and
- b) impaired claims or interests, as applicable, in (i) Class 8 (Subordinated Claims) and (ii) Class 9 (Existing Equity Interests) that are deemed to reject the Plan.

22. All Ballots (or in the case of Class 5, Master Ballots) must be properly executed, completed, and delivered by first class mail, overnight mail, or hand delivery to the Balloting Agent in accordance with the instructions set forth on the Ballot so as to be **actually received by no later than 5:00 p.m. (prevailing Eastern Time) on November 2, 2016** (the "Voting Deadline"). Ballots cast by facsimile or email will not be counted.

23. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate claims held by a single creditor in a particular class will be

aggregated as if such creditor held one claim against the applicable Debtor in such class, and the votes related to such claims will be treated as a single vote to accept or reject the Plan.

- b) Any creditor who has filed or purchased duplicate claims timely filed on or before the General Bar Date in these chapter 11 cases (or otherwise deemed timely on or before the General Bar Date filed by the Court under applicable law) within the same class shall be provided with only one Solicitation Package and one Ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claims.
- c) Creditors must vote all of their claims within a particular class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple claims within a single class) that partially rejects and partially accepts the Plan will not be counted.
- d) The Plan proposes a limited consolidation of the Debtors for prepetition purposes, including for purposes of voting on the Plan, and if a creditor holds the same claim against multiple Debtors (as reasonably determined by the Debtors and the Balloting Agent) such claim will only be counted once for voting purposes as a claim against the consolidated Debtors.
- e) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted for purposes of voting on the Plan.
- f) Only Ballots that are timely received with signatures will be counted. Unsigned Ballots will not be counted.
- g) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.
- h) Ballots which are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.
- i) Whenever a creditor casts more than one Ballot within a Class prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior received Ballots.
- j) If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.
- k) Each creditor shall be deemed to have voted the full amount of its claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

- l) Any Ballot containing a vote that this Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.
- m) Any Ballot cast by a person or entity that does not hold a claim in a Class that is entitled to vote to accept or reject the Plan shall not be counted.
- n) Notwithstanding anything contained herein to the contrary, the Balloting Agent, in its discretion, may contact parties that submitted Ballots to cure any defects in the Ballots.
- o) Any class that does not have a holder of an allowed claim or a claim temporarily allowed by this Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such class pursuant to section 1129(a)(8) of the Bankruptcy Code.
- p) If a class contains claims eligible to vote and no holders of claims eligible to vote in such class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of claims in such class.
- q) Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors or the Court determines. Neither the Debtors nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots, nor shall any of these incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such Ballots shall not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) shall not be counted.
- r) The Debtors, in their discretion, and subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting and without notice. Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such Ballot as invalid, and therefore, decline to utilize it in connection with confirmation of the Plan by the Court; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.
- s) To the extent the Restructuring Support Agreement is terminated as to any Supporting Party, the Ballot submitted by such Supporting Party prior to such termination shall be deemed automatically withdrawn and null and void, unless each Supporting Party consents otherwise in writing.
- t) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all Ballots not proper in form, the acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy

Code; provided, however, that such invalid Ballots shall be documented in the voting results filed with the Court.

24. Voting By Beneficial Holders of Unexchanged Notes Claims and Applicable Tabulation Procedures. Paragraphs 25 through 28 outline certain procedures for soliciting votes from the beneficial holders of Unexchanged Notes in Class 5 and shall govern and control in the event of any inconsistency with the other provisions of this Order.

25. The Court hereby authorizes the Voting Nominees to obtain the votes of beneficial holder of Unexchanged Notes by either (i) forwarding the Solicitation Package to each beneficial holder for whom it acts as a Voting Nominee and directing such beneficial holder to return its Beneficial Holder Ballot to its Voting Nominee in accordance with such Voting Nominee's customary practices by a date calculated by the Voting Nominee to allow it to prepare and return the Master Ballot to the Balloting Agent so that the Master Ballot is actually received by the Voting Deadline, or (ii) "prevalidating" the Beneficial Holder Ballots contained in the Solicitation Package by, inter alia, (a) indicating thereon the names and address of the record holder of the note claim to be voted, the amount of the note claim held by the beneficial holder as of the Voting Record Date, and the appropriate account numbers through which the beneficial holder's holdings are derived, and (b) executing the beneficial holder's Beneficial Holder Ballot, and then forwarding the Solicitation Package to the beneficial holder of the Unexchanged Notes for voting within five (5) business days after receipt by such Voting Nominee of the Solicitation Package, with the beneficial holder then returning the Beneficial Holder Ballot directly to the Balloting Agent in the return envelope to be provided in the Solicitation Package by the Voting Deadline. Notwithstanding the foregoing or the instructions on the Ballots, each of the Unanimous Supporting Noteholders in Class 5 that receive Beneficial Holder Ballots are authorized to return

such Beneficial Holder Ballots directly to the Balloting Agent and such Beneficial Holder Ballots shall be deemed as submitted properly and in accordance with the solicitation procedures.

26. Voting Nominees shall summarize on the applicable Master Ballot the individual votes of their respective beneficial holders cast on the appropriate form of Ballot or in accordance with the Voting Nominee's customary practices, and then return such Master Ballot to the Balloting Agent.

27. The Indenture Trustee shall not receive a Solicitation Package and shall not be entitled to vote on behalf of the beneficial holders; rather, with respect to the Unexchanged Notes Claims, Solicitation Packages will be sent to the beneficial holders of such Claims through their respective Voting Nominee and each beneficial holder must vote his or her own beneficial holder Ballot.

28. The following additional tabulation procedures shall apply with respect to tabulating Master Ballots:

- a) All Voting Nominees are required to retain the Beneficial Holder Ballots cast by their respective beneficial holders (or a record thereof if such vote was otherwise cast in accordance with the Voting Nominees' customary practices) for inspection for a period of one year following the Voting Deadline.
- b) Votes cast by holders of public securities through Voting Nominees shall be applied to the applicable positions held by such Voting Nominees as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Voting Nominee shall not be counted in excess of the amount of public securities held by such Voting Nominee as of the Voting Record Date.
- c) If conflicting votes or "over-votes" are submitted by a Voting Nominee, the Balloting Agent shall use reasonable efforts to reconcile discrepancies with such Voting Nominee. The submission of a Master Ballot reflecting an aggregate amount of voting Claims that exceeds the record position as identified on record and depository listings, respectively, is referred to herein as an "over-vote."
- d) If over-votes are submitted by a Voting Nominee which are not reconciled prior to the preparation of the certification of vote results, the votes to accept and to reject the Plan shall be counted in the same proportion as the votes to accept and to reject

the Plan submitted by the Voting Nominee, but only to the extent of the Voting Nominee's Voting Record Date position in the public securities.

- e) For the purposes of tabulating votes, each beneficial holder shall be deemed (regardless of whether such holder includes interest in the amount voted on its Ballot) to have voted only the principal amount of its public securities.
- f) A single Voting Nominee may complete and deliver to the Balloting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots shall be counted except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the last properly completed Master Ballot received prior to the Voting Deadline shall, to the extent of such inconsistency, supersede any prior received Master Ballot.

Cure Procedures

29. The following procedures are approved for determining cure amounts and a deadline for objections relating to assumption or assumption and assignment of executory contracts and unexpired leases pursuant to the Plan:

- a) Except to the extent that different treatment has been agreed to by the non-Debtor party or parties to any executory contract or unexpired lease to be assumed or assumed and assigned pursuant to Article VIII of the Plan, the Debtors shall, pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, not later than October 12, 2016, file and serve one or more pleadings with the Court, in a form substantially similar to the form attached hereto as Exhibit C (the "**Cure Notice**"), listing, on a schedule thereto or on an individual basis (which amounts shall, collectively, constitute the "**Cure Schedule**"), the cure amount, if any, for each executory contract and unexpired lease that may be assumed or assumed and assigned under the Plan. The counterparties to such executory contracts and unexpired leases shall have until November 2, 2016 at 4:00 p.m. (ET) to object to the assumption or assumption and assignment of such executory contracts and unexpired leases and to the cure amount listed by the Debtors seeking assumption or assumption and assignment. Each Cure Notice shall specify the date of the applicable objection deadline, and any such objection shall be filed with the Court and served on the Notice Parties on or before such objection deadline. If there are any objections filed, the Court may hold a hearing, which may be the Confirmation Hearing, to determine such cure amounts or other issues pertaining to the assumption or assumption and assignment of such executory contract or unexpired lease. The Debtors may also file a Cure Notice to amend or supplement the Cure Schedule, provided that the Debtors provide parties with at least ten (10) business days to object to any amended or supplemented Cure Notice. Until the Effective Date (but subject to paragraph c below), the Debtors, subject to the consent of the Required Supporting Noteholders, the Supporting Lenders, and

the Supporting Interest Holders, shall retain the right to reject any of the executory contracts or unexpired leases that are the subject of an objection to assumption, including such contracts or unexpired leases that are subject to a dispute concerning amounts necessary to cure any defaults and any such executory contract or unexpired lease shall neither be assumed nor rejected until such time as the objection is resolved, either by agreement of the parties or following entry of a Final Order.

- b) Any party that fails to object to the applicable cure amount or the assumption or assumption and assignment of any executory contract or unexpired lease to be assumed or assumed and assigned under the Plan shall be forever barred, estopped and enjoined from disputing the cure amount and/or from asserting any claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedule and shall be deemed to have consented to such assumption or assumption and assignment.
- c) In the event of a dispute (each, a “**Contract Dispute**”) regarding (i) the cure amount, (ii) the ability of the applicable Reorganized Debtor or third party to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed or assumed and assigned under the Plan, or (iii) any other matter pertaining to the proposed assumption or assumption and assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Contract Dispute and approving the assumption and assumption and assignment, as applicable. To the extent that a Contract Dispute relates solely to the cure amount, the applicable Debtor may assume or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Contract Dispute provided that such Debtor reserves Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such executory contract or unexpired lease (or such smaller amount as may be fixed or estimated by the Court or otherwise agreed to by such non-Debtor party and the Reorganized Debtors). To the extent the Contract Dispute is resolved or determined unfavorably to the applicable Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor, as applicable, may reject the applicable executory contract or unexpired lease after such determination.

30. The inclusion of an executory contract or unexpired lease in a Cure Notice or on the Cure Schedule is without prejudice to the Debtors’ right to modify their election to assume or to reject such executory contract or unexpired lease, or to modify the related cure amount, in accordance with the terms of this Order (including, without limitation, Paragraph 29(c) hereof) or the Plan, and inclusion of an executory contract or unexpired lease in a Cure Notice or on the Cure

Schedule is not a final determination that such executory contract or unexpired lease will, in fact, be assumed. The inclusion of an executory contract or unexpired lease in a Cure Notice or on the Cure Schedule shall not constitute or be deemed to be a determination or admission by the Debtors and their estates that such agreement is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code, and all rights of the Debtors and their estates with respect thereto are expressly reserved.

Other Miscellaneous Provisions

31. In accordance with section 1125(e) of the Bankruptcy Code, to the fullest extent permitted by law, none of the Debtors, or their respective directors, officers, employees, shareholders, members, partners, agents or representatives (including attorneys, accountants, financial advisors and investment bankers), each solely in their capacity as such, shall have any liability on account of soliciting votes on the Plan or participating in such solicitation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

32. By the Solicitation Commencement Date, the Debtors shall commence or cause service of a copy of the Confirmation Hearing Notice and the Disclosure Statement (together with the Plan and other exhibits annexed thereto) to, among other parties (to the extent such parties did not otherwise receive Solicitation Packages):

- a) the U.S. Trustee;
- b) proposed counsel to the Committee;
- c) counsel to the Revolving Facility Agent;
- d) counsel to the DIP Agent;
- e) counsel to each of the Unanimous Supporting Noteholders;
- f) the Securities and Exchange Commission;

- g) the United States Attorney's Office for the District of Delaware;
- h) the Department of Justice;
- i) the Internal Revenue Service; and
- j) all parties who have filed a request for service of all pleadings pursuant to and in accordance with Bankruptcy Rule 2002 as of the day prior to service.

33. To the extent the Debtors are required to distribute copies of the Plan and/or Disclosure Statement, the Debtors may distribute either paper copies or electronic copies in "pdf" format on CD-ROM, at their sole discretion; provided, that the Debtors shall make paper copies available upon written request by a party in interest.

34. Except as provided herein, the Debtors shall not be required to serve the Disclosure Statement, the Plan or this Order on any creditor or interest holder, but they shall make the Disclosure Statement available electronically at the Debtors' case website (<https://www.donlinrecano.com/Logans>) as well as upon request from parties in interest.

35. With respect to addresses from which one or more prior notices served in these chapter 11 cases were returned as undeliverable or from which mailings made pursuant to this Order are returned as undeliverable, the Debtors are excused from distributing Confirmation Hearing Notices and Solicitation Packages, as applicable, to those entities listed at such addresses if the Debtors are not provided with an accurate address or forwarding address for such entities before the Solicitation Commencement Date. Failure to attempt to re-deliver Confirmation Hearing Notices and Solicitation Packages, as applicable, to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline or a violation of Bankruptcy Rule 3017(d).

36. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further

order of the Court, including, but not limited to, the making of any payments reasonably necessary to perform the actions and distributions contemplated herein.

37. Subject to the terms of the Restructuring Support Agreement, the Debtors are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Publication Notice, the Cure Notice, and related documents and any other materials in the Solicitation Package without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Publication Notice, the Cure Notice, and related documents and any other materials in the Solicitation Package prior to their distribution and publication, as applicable.

38. The Court shall retain jurisdiction with respect to all matters related to this Order.

Dated: Sept 28, 2016
Wilmington, Delaware


BRENDAN LINEHAN SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹
Debtors.

Chapter 11

Case No. 16 -11819 (BLS)

Jointly Administered

Confirmation Hearing Date:

Confirmation Hearing Objection Deadline:

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) DEADLINE FOR VOTING ON THE PLAN, (III) HEARING TO
CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE FOR
FILING OBJECTIONS TO CONFIRMATION OF THE PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. By Order dated {●}, 2016 [Docket No. {●}] (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) approved the *Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), and authorized the Debtors to solicit votes to accept or reject the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and amended, modified, or supplemented from time to time, the “**Plan**”), annexed as Exhibit A to the Disclosure Statement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS CONTAINED IN PLAN

2. PLEASE TAKE FURTHER NOTICE THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, WHICH ARE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

3. For the purposes of the Plan sections excerpted below, “Released Parties” is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan’s Roadhouse, Inc. (2074); Logan’s Roadhouse of Texas, Inc. (2372); and Logan’s Roadhouse of Kansas, Inc. (8716). The location of the Debtors’ corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person's current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

4. For the purposes of the Plan sections excerpted below, "Exculpated Party" is defined to mean: (a) the Debtors; (b) the Debtors' current and former officers and directors; (c) the Creditors' Committee; (d) each member of the Creditors' Committee in its capacity as such; and (e) the Professionals retained by the Debtors and the Creditors' Committee.

5. Article IX.E and IX.F of the Plan contains the following releases:

Releases by the Debtors of Certain Parties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURSUANT TO SECTION 1123(B)(3) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, EFFECTIVE AS OF THE *EFFECTIVE DATE*, EACH DEBTOR, IN ITS INDIVIDUAL CAPACITY AND AS A DEBTOR IN POSSESSION FOR ITSELF AND ON BEHALF OF ITS *ESTATE*, AND ANY PERSON CLAIMING THROUGH, ON BEHALF OF, OR FOR THE BENEFIT OF EACH DEBTOR AND ITS *ESTATE* SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO THE POST-*EFFECTIVE DATE* OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN. THE REORGANIZED DEBTORS SHALL BE BOUND, TO THE SAME EXTENT THAT THE DEBTORS ARE BOUND, BY THE RELEASES AND DISCHARGES SET FORTH ABOVE.

Releases by Non-Debtors. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS,

THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-EFFECTIVE DATE OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR CLAIM BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

6. Article IX.G of the Plan contains the following exculpation provisions:

UNDER THE PLAN, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED THEREIN, THE *PLAN SUPPLEMENT*, OR RELATED DOCUMENTS, NO *EXCULPATED PARTY* SHALL HAVE OR INCUR ANY LIABILITY TO ANY ENTITY FOR ANY PREPETITION OR POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH, OR RELATED TO, OR ARISING OUT OF THE *CHAPTER 11 CASES*, THE FILING OF THE *CHAPTER 11 CASES*, THE FORMULATION, PREPARATION, NEGOTIATION, DISSEMINATION, FILING, IMPLANTATION, ADMINISTRATION, CONFIRMATION OR CONSUMMATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE EXHIBITS TO THE PLAN AND THE DISCLOSURE STATEMENT, THE *PLAN SUPPLEMENT* DOCUMENTS, ANY EMPLOYEE BENEFIT PLAN, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED, MODIFIED, AMENDED OR ENTERED INTO IN CONNECTION WITH THE PLAN, EXCEPT FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER AND EXCEPT WITH RESPECT TO OBLIGATIONS ARISING UNDER CONFIDENTIALITY AGREEMENTS, JOINT INTEREST AGREEMENTS, OR PROTECTIVE ORDERS, IF ANY, ENTERED DURING THE *CHAPTER 11 CASES*; PROVIDED, HOWEVER, THAT EACH *EXCULPATED PARTY* SHALL BE ENTITLED TO ASSERT APPLICABLE AFFIRMATIVE DEFENSES, IF ANY.

7. Article IX.H of the Plan contains the following injunctive provisions:

UNDER THE PLAN, THE SATISFACTION, RELEASE, AND DISCHARGE PURSUANT TO ARTICLE IX OF THE PLAN SHALL ACT AS A PERMANENT INJUNCTION AGAINST ANY ENTITY COMMENCING OR CONTINUING ANY ACTION, EMPLOYMENT OF PROCESS, OR ACT TO COLLECT, OFFSET OR RECOVER ANY *CLAIM, INTEREST, OR CAUSE OF ACTION* SATISFIED, RELEASED, OR DISCHARGED UNDER THE PLAN TO THE FULLEST EXTENT AUTHORIZED OR PROVIDED BY THE BANKRUPTCY CODE, INCLUDING TO THE EXTENT PROVIDED FOR OR AUTHORIZED BY SECTIONS 524 OR 1141 OF THE BANKRUPTCY CODE.

WITHOUT LIMITING THE FOREGOING, FROM AND AFTER THE *EFFECTIVE DATE*, ALL ENTITIES THAT HAVE HELD, HOLD, OR MAY HOLD *CLAIMS* AND *INTERESTS* THAT HAVE BEEN RELEASED OR DISCHARGED PURSUANT TO ARTICLE IX OF THE PLAN, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX OF THE PLAN, SHALL BE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, THE *RELEASED PARTIES* OR THE *EXCULPATED PARTIES*: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY SUIT, ACTION OR OTHER PROCEEDING,

ON ACCOUNT OF OR RESPECTING ANY SUCH *CLAIMS OR INTERESTS*; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH *CLAIMS OR INTERESTS*; (C) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR *ESTATES* OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH *CLAIMS OR INTERESTS*; AND (D) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH *CLAIMS OR INTERESTS* RELEASED, EXCULPATED, OR SETTLED PURSUANT TO THE PLAN.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

8. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Facilities Claims, Administrative Claims, Professional Fee Claims, and Priority Tax Claims have not been classified. The following table classifies the Claims against and Interests in the Debtors into separate Classes and summarizes the treatment of each Class under the Plan. Only Class 3 (Revolving Facility Lender Claims), Class 4 (GSO Notes Claims and Kelso Notes Claims), Class 5 (Unexchanged Notes Claims), and Class 6 (General Unsecured Claims) are entitled to vote on the Plan based on the provisions of the Bankruptcy Code. Finally, the table indicates the estimated recovery for each Class that is set forth in the Disclosure Statement. The summaries in this table are qualified in their entirety by the description and the treatment of such Claims and Interests in the Plan and the Disclosure Statement. **As described in Article VIII of the Disclosure Statement, the Debtors' businesses are subject to a number of risks, and the Debtors face a number of other risks related to, among other things, the commencement of the Chapter 11 Cases. The uncertainties and risks related to the Reorganized Debtors make it difficult to determine a precise value of the Reorganized Debtors and distributions under the Plan. The recoveries and estimates described in the following table represent the Debtors' best estimates given the information available on the date of the Disclosure Statement. All statements herein relating to the amount of Claims and Interests are only estimates based on information known to the Debtors as of the date of the Disclosure Statement, and the final amounts of Allowed Claims may vary significantly from these estimates.** Except as specifically noted therein, the Plan does not provide for payment of postpetition interest with respect to Allowed Claims

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery
1	Other Priority Claims	No	Except to the extent that a holder of an Allowed Other Priority Claim, together with the Debtors and the Required Supporting Noteholders, agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such holder shall be paid, to the extent such Claim has not already been paid during the Chapter 11 Cases, in full in Cash in the ordinary course of business by the Debtors or the Reorganized Debtors, as applicable, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date on which such Other Priority Claim against the Debtor becomes Allowed, or (iii) such other date as may be ordered by the Court.	No (conclusively presumed to accept)	100%
2	Other Secured Claims	No	Except to the extent that a holder of an Allowed Other Secured Claim, together with the Debtors and the Required Supporting Noteholders, agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such holder shall be Reinstated, or, at the option of the Debtors or the Reorganized	No (conclusively presumed to accept)	100%

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery
			Debtors with the consent of the Required Supporting Noteholders, each holder of an Allowed Other Secured Claim shall receive, either (i) Cash in the full amount of such Allowed Other Secured Claim, including any postpetition interest Allowed pursuant to section 506(b) of the Bankruptcy Code, (ii) the net proceeds of the sale or disposition of the collateral securing such Allowed Other Secured Claim to the extent of the value of the holder's secured interest in such collateral, (iii) the collateral securing such Allowed Other Secured Claim, or (iv) such other Distribution as necessary to satisfy the requirements of section 1129 of the Bankruptcy Code on account of such Allowed Other Secured Claim.		
3	Revolving Facility Lender Claims	Yes (Unless the Debtors enter into an Alternative Exit Facility)	On the Effective Date, except to the extent that a holder of a Revolving Facility Lender Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claim, each holder of a Revolving Facility Lender Claim shall receive a Pro Rata share of the Exit Revolving Facility (by having any Revolving Facility Lender Claims for outstanding principal deemed outstanding under the Exit Revolving Facility on a dollar-for-dollar basis and all letters of credit issued under the Credit Agreement deemed outstanding under the Exit Revolving Facility), <i>provided, however</i> , that all Revolving Facility Lender Claims for interest and outstanding expenses shall be paid on the Effective Date in Cash to the extent not previously paid pursuant to the Interim DIP Order or Final DIP Order; and <i>provided further however</i> that if the Debtors arrange for the Alternative Exit Facility, then each holder of a Revolving Facility Lender Claim shall receive Cash in the amount of its Allowed Claim in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claim and any outstanding undrawn letters of credit issued under the Credit Agreement shall be cash collateralized at 105% of the face amount thereof, pursuant to arrangements satisfactory to the issuers thereof.	Yes	100%
4	GSO Notes Claims and Kelso Notes Claims	Yes	On the Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of a GSO Notes Claim or Kelso Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for the secured portion of such Claim, each holder of a GSO Notes Claim and/or a Kelso Notes Claim shall receive a Pro Rata share of the New Stock, subject to dilution for Management Incentive Plan (to the extent the board of directors of Reorganized Holding approves awards of New Stock thereunder). For the avoidance of doubt, on the Effective Date, each holder of a GSO Notes Claim and Kelso Notes Claim shall be deemed to have waived its Notes Deficiency Claim.	Yes	11.64%
5	Unexchanged Notes Claims	Yes	On the Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Unexchanged Notes Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for the secured portion of such Claim, each holder of an Unexchanged Note Claim shall receive: a. Subclass 5(a). Each holder of Unexchanged Notes that, in the aggregate, holds equal to or in excess of \$9,000 in principal amount of Unexchanged Notes shall receive a Pro Rata share of the New Stock, subject to dilution for the Management Incentive Plan	Yes	11.64%

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery
			(to the extent the board of directors of Reorganized Holding approves awards of New Stock thereunder). b. Subclass 5(b). Each holder of Unexchanged Notes that, in the aggregate, holds less than \$9,000 in principal amount of Unexchanged Notes shall receive a Cash-Out Payment, which shall be paid (i) in the form of Cash, if Class 5 votes to accept the Plan and (ii) in the form of New Secured Notes, if Class 5 votes to reject the Plan. For the avoidance of doubt, on the Effective Date, each holder of an Unexchanged Notes Claim shall be deemed to have waived its Notes Deficiency Claim.		
6	General Unsecured Claims	Yes	On the Effective Date, or as soon thereafter as reasonably practicable, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for such Claim, each holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of the General Unsecured Claim Cash Pool.	Yes	2.5-3.5%
7	Intercompany Claims	No	Intercompany Claims shall be reinstated, cancelled or compromised as determined by the Debtors with the consent of the Required Supporting Noteholders.	No (conclusively presumed to accept)	100%
8	Subordinated Claims	Yes	The holders of Subordinated Claims shall neither receive Distributions nor retain any property under the Plan for or on account of such Subordinated Claims.	No (deemed to reject)	0%
9	Existing Equity Interests	Yes	Existing Equity Interests shall be discharged, cancelled, released, and extinguished as of the Effective Date and holders of Existing Equity Interests shall neither receive any Distributions nor retain any property under the Plan for or on account of such Equity Interests.	No (deemed to reject)	0%
10	Intercompany Interests	No	Intercompany Interests shall be cancelled or reinstated, as determined by the Debtors with the consent of the Required Supporting Noteholders.	No (conclusively presumed to accept)	100%

The recoveries set forth above are estimates and are contingent upon approval of the Plan as proposed.

CONFIRMATION HEARING

9. On **November 9, 2016 at 10:30 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Brendan Linehan Shannon in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified, or supplemented from time to time, and for such other and further relief as may be just. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or the filing of a notice or hearing agenda providing for the adjournment on the docket of the chapter 11 cases with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

10. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801 together with proof of service, and shall: (x) be made in writing; (y) state with particularity the legal and factual ground therefor, and, unless impracticable, propose modification to the Plan that would resolve such objection; (z) conform to the Bankruptcy Rules and Local Rules; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **November 2, 2016 at 4:00 p.m. (prevailing Eastern Time)** by: (a) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19081, Attn: Robert S. Brady and Edmon L. Morton; (b) proposed counsel to the Committee, Kelley Drye & Warren LLP, 101 Park Avenue, 27th Floor, New York, NY 10178, Attn: Jason Adams and Eric R. Wilson; (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899-1347, Attn: Andrew R. Remming; (e) counsel to JPMorgan Chase Bank, N.A., as Administrative Agent under the Credit Agreement, dated as of October 4, 2010, Simpson Thatcher & Bartlett LLP, Attn: Elisha D. Graff and Nicholas Baker, 425 Lexington Avenue, New York, New York 10017; and (f) each of the counsel to the Unanimous Supporting Noteholders: (i) Dechert LLP, 1095 Avenue of the Americas New York, NY 10036, Attn: Michael J. Sage and Brian E. Greer; (ii) King & Spalding LLP, 1185 Avenue of the Americas New York, NY 10036, Attn: Michael C. Rupe and Jeffrey Pawlitz; and (iii) Debevoise & Plimpton LLP, 919 Third Avenue New York, NY 10022, Attn: Natasha Labovitz and Craig Bruens. Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court and shall be overruled and deemed waived.

11. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained online at the website of the Debtors' claims agent, Donlin, Recano & Company, Inc., at <https://www.donlinrecano.com/Logans>, or by request to Donlin Recano at the following addresses and telephone number: Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 192016 Blythebourne Station Brooklyn, NY 11219 Toll Free Tel: 877-739-9988, logansinfo@donlinrecano.com. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement are also available for inspection on the Bankruptcy Court's website at <http://ecf.deb.uscourts.gov>. A login and password to the Bankruptcy Court's Public Access to Electronic Court Records ("PACER") website are required to access this information and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>.

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12. General information, including frequently asked questions regarding the Chapter 11 Cases and the Debtors' restructuring, are available at the Debtors' case website, <https://www.donlinrecano.com/Logans>. Creditors may also contact the Debtors' restructuring information center managed by Donlin Recano Toll Free at 877-739-9988 or by email at logansinfo@donlinrecano.com if they have questions about the Chapter 11 Cases. Please not, however, that neither Donlin Recano nor the staff of the Bankruptcy Court can provide you with legal advice regarding the Debtors and the Chapter 11 Cases.

Dated: Wilmington, Delaware
September __, 2016

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)
Edmon L. Morton (No. 3856)
Ryan M. Bartley (No. 4985)
Elizabeth S. Justison (No. 5911)
Norah M. Roth-Moore (No. 6125)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 576-2613
Fax: (302) 571-1253

Counsel for the Debtors and Debtors in Possession

EXHIBIT B-1

Proposed Form of Ballot

Class 3 (Revolving Facility Lender Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-11819 (BLS)

(Jointly Administered)

CLASS 3 BALLOT FOR REVOLVING FACILITY LENDER CLAIMS TO ACCEPT OR REJECT THE DEBTORS' FIRST
AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE BANKRUPTCY CODE, DATED SEPTEMBER 1, 2016

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS ON NOVEMBER 2, 2016 AT 5:00 P.M.
(PREVAILING EASTERN TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN ORDER TO BE COUNTED.

This ballot (the "**Ballot**") is submitted to you to solicit your vote to accept or reject the *Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated September [], 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "**Plan**"), submitted by the Debtors, and described in the Disclosure Statement [Docket No. ____] approved by the Disclosure Statement Order of the Bankruptcy Court, entered on September [], 2016 [Docket No. ____]. The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Donlin, Recano & Company, Inc. ("**Donlin Recano**"), <https://www.donlinrecano.com/Logans>. Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801. In addition, copies of the Disclosure Statement may be obtained free of charge by request to Donlin Recano by email, at logansinfo@donlinrecano.com; by mail at Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219; or by calling 877-739-9988. You may also view these documents on the Bankruptcy Court's website, <http://www.deb.uscourts.gov>, by following the directions for accessing the ECF system on such website (please note that a fee is associated with accessing documents via the Bankruptcy Court's website). You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign, and return this Ballot to the following address: (i) if by first class mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, PO Box 192016 Blythebourne Station, Brooklyn, NY 11219, and (ii) if by hand delivery or overnight mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, 6201 15th Ave, Brooklyn, NY 11219, so that it is **actually received** by the deadline indicated above. Ballots submitted by facsimile or email will not be counted.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot to the Balloting Agent, Donlin Recano, by first class mail, hand delivery, or overnight mail at the addresses indicated above.

Ballots must be received by the Balloting Agent on or before the Voting Deadline approved by the Bankruptcy Court, November 2, 2016 at 5:00 p.m. (prevailing Eastern Time). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion (with the consent of the Required Supporting Noteholders and the Supporting Lenders). An envelope addressed to the Balloting Agent is enclosed for your convenience (which address may differ from the address provided in the box above). If neither the "accept" nor "reject" box is checked or if both boxes are checked in Item 1 for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted for voting purposes.

2. You must vote all your Claims within a single Class under the Plan and all your Claims against different Debtors either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same claim shall not be counted.**

3. The Revolving Facility Lender Claims shall vote in the amounts temporarily allowed for voting purposes under the Disclosure Statement Order.

4. The Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or equity interest.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE BALLOTING AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

8. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT VIA PHONE AT (212) 771-1128 OR VIA EMAIL AT Balloting@DonlinRecano.com. DO NOT CONTACT THE BALLOTING AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE BALLOTING AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE PLAN

9. PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING:

Section IX.F of the Plan contains the following releases by non-Debtors:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-*EFFECTIVE DATE* OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH

IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR *CLAIM* BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

Under the Plan, the term “Released Parties” is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN ARTICLE IX OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**PLEASE READ THE PRECEDING VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES,
THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 3 Claim (Revolving Facility Lender Claims), in the voting amount set forth below, votes to (check one box only):

☐ **Accept the Plan.**

☐ **Reject the Plan.**

Voting Amount (i.e., your Revolving Extensions of Credit (as defined the Credit Agreement)): \$ _____

If you have checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan.

If you have not checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan unless you check the box in Item 2 below.

Item 2. Non-Debtor Release Disclosure and Election. Article IX.F of the Plan includes a release from the Debtors’ creditors and interest holders in favor of Debtor and certain specified non-Debtor parties that will be granted to the maximum extent permitted by applicable law (such release, as set forth in Article IX.F of the Plan, the “Non-Debtor Release”). As a creditor of the Debtors, you should read Article IX.F of the Plan carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Non-Debtor Release, in the context of these Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the releasing parties. However, parties may object to the Non-Debtor Release and the Court may find that such release may only be granted with consent of the releasing parties. The below election is intended to be used, and will only be considered, in the event that the Court finds that the consent of a releasing party is required for the Non-Debtor Release to be effective against such party. If you have checked the “Accept the Plan” box above, you are deemed to have consented to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above, you should check the box below if you **do not consent** to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above and you fail to return this Ballot with the box set forth below checked, you will be deemed to evidence your consent to the Non-Debtor Release.

☐ **The undersigned voted to reject the Plan and does not consent to the Non-Debtor Release.**

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes but will be counted for purposes of Item 2 of this Ballot. To the extent the Restructuring Support Agreement is terminated as to any Supporting Party, the Ballot submitted by such Supporting Party prior to such termination shall be deemed automatically withdrawn and null and void, unless such Supporting Party consents otherwise in writing.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Taxpayer Identification Number

Telephone Number

Email Address

Date Completed

EXHIBIT B-2

Proposed Form of Ballot

Class 4 (GSO Notes Claims and Kelso Notes Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-11819 (BLS)

(Jointly Administered)

CLASS 4 BALLOT FOR GSO NOTES CLAIMS AND KELSO NOTES CLAIMS TO ACCEPT OR REJECT THE DEBTORS'
FIRST AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE BANKRUPTCY CODE, DATED SEPTEMBER [], 2016

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS ON NOVEMBER 2, 2016 AT 5:00 P.M.
(PREVAILING EASTERN TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN ORDER TO BE COUNTED.

This ballot (the “**Ballot**”) is submitted to you to solicit your vote to accept or reject the *Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated September [], 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Plan**”), submitted by the Debtors, and described in the Disclosure Statement [Docket No. ____] approved by the Disclosure Statement Order of the Bankruptcy Court, entered on September [], 2016 [Docket No. ____]. The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Donlin, Recano & Company, Inc. (“**Donlin Recano**”), <https://www.donlinrecano.com/Logans>. Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801. In addition, copies of the Disclosure Statement may be obtained free of charge by request to Donlin Recano by email, at logansinfo@donlinrecano.com; by mail at Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219; or by calling 877-739-9988. You may also view these documents on the Bankruptcy Court's website, <http://www.deb.uscourts.gov>, by following the directions for accessing the ECF system on such website (please note that a fee is associated with accessing documents via the Bankruptcy Court's website). You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign, and return this Ballot to the following address: (i) if by first class mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, PO Box 192016 Blythebourne Station, Brooklyn, NY 11219, and (ii) if by hand delivery or overnight mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, 6201 15th Ave, Brooklyn, NY 11219, so that it is actually received by the deadline indicated above. Ballots submitted by facsimile or email will not be counted.

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VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot to the Balloting Agent, Donlin Recano, by first class mail, hand delivery, or overnight mail at the addresses indicated above.

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2. You must vote all your Claims within a single Class under the Plan and all your Claims against different Debtors either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same claim shall not be counted.**

3. The GSO Notes Claims and Kelso Notes Claims shall vote in the amounts temporarily allowed for voting purposes under the Disclosure Statement Order.

4. The Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or equity interest.

5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.

6. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

7. PLEASE RETURN YOUR BALLOT PROMPTLY. THE BALLOTING AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

8. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT VIA PHONE AT (212) 771-1128 OR VIA EMAIL AT Balloting@DonlinRecano.com. DO NOT CONTACT THE BALLOTING AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE BALLOTING AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE PLAN

9. PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING:

Section IX.F of the Plan contains the following releases by non-Debtors:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; **PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-EFFECTIVE DATE OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH**

IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR *CLAIM* BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

Under the Plan, the term “Released Parties” is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN ARTICLE IX OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**PLEASE READ THE PRECEDING VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES,
THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 4 (GSO Notes Claims and Kelso Notes Claims), in the voting amount set forth below, votes to (check one box only):

☐ **Accept the Plan.**

☐ **Reject the Plan.**

Voting Amount: \$ _____

If you have checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan.

If you have not checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan unless you check the box in Item 2 below.

Item 2. Non-Debtor Release Disclosure and Election. Article IX.F of the Plan includes a release from the Debtors’ creditors and interest holders in favor of Debtor and non-Debtor parties that will be granted to the maximum extent permitted by applicable law (such release, as set forth in Article IX.F of the Plan, the “Non-Debtor Release”). As a creditor of the Debtors, you should read Article IX.F of the Plan carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Non-Debtor Release, in the context of these Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the releasing parties. However, parties may object to the Non-Debtor Release and the Court may find that such release may only be granted with consent of the releasing parties. The below election is intended to be used, and will only be considered, in the event that the Court finds that the consent of a releasing party is required for the Non-Debtor Release to be effective against such party. If you have checked the “Accept the Plan” box above, you are deemed to have consented to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above, you should check the box below if you do not consent to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above and you fail to return this Ballot with the box set forth below checked, you will be deemed to evidence your consent to the Non-Debtor Release.

☐ **The undersigned voted to reject the Plan and does not consent to the Non-Debtor Release.**

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes but will be counted for purposes of Item 2 of this Ballot.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Taxpayer Identification Number

Telephone Number

Email Address

Date Completed

EXHIBIT B-3(a)

Proposed Form of Master Ballot

Class 5 (Unexchanged Notes Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-11819 (BLS)

(Jointly Administered)

CLASS 5 MASTER BALLOT FOR UNEXCHANGED NOTES CLAIMS TO ACCEPT OR REJECT THE DEBTORS' FIRST
AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE BANKRUPTCY CODE, DATED SEPTEMBER 1, 2016

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS ON NOVEMBER 2, 2016 AT 5:00 P.M.
(PREVAILING EASTERN TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN ORDER TO BE COUNTED.

This is a master ballot (the "**Master Ballot**") to vote to accept or reject the *Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated September [], 2016 [Docket No. []] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "**Plan**"), submitted by the Debtors, and described in the Disclosure Statement [Docket No. []] approved by the Disclosure Statement Order of the Bankruptcy Court, entered on September [], 2016 [Docket No. { }].

The Disclosure Statement provides information to assist holders of Claims in deciding how to vote to accept or reject the Plan. If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Donlin, Recano & Company, Inc. ("**Donlin Recano**"), <https://www.donlinrecano.com/Logans>. Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801. In addition, copies of the Disclosure Statement may be obtained free of charge by request to Donlin Recano by email, at logansinfo@donlinrecano.com; by mail at Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219; or by calling 877-739-9988. You may also view these documents on the Bankruptcy Court's website, <http://www.deb.uscourts.gov>, by following the directions for accessing the ECF system on such website (please note that a fee is associated with accessing documents via the Bankruptcy Court's website). You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted on behalf of the applicable beneficial holders (the "**Beneficial Holders**"), you must complete, sign, and return this Master Ballot to the following address: (i) if by first class mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, PO Box 192016 Blythebourne Station, Brooklyn, NY 11219, and (ii) if by hand delivery or overnight mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, 6201 15th Ave, Brooklyn, NY 11219, so that it is actually received by the deadline indicated above. Master Ballots submitted by facsimile or email will not be counted.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

1. In the boxes provided in Item 2 of the Ballot, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot to the Balloting Agent, Donlin Recano, by first class mail, hand delivery, or overnight mail at the addresses indicated above.

Ballots must be received by the Balloting Agent on or before the Voting Deadline approved by the Bankruptcy Court, November 2, 2016 at 5:00 p.m. (Eastern Time). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion (with the consent of the Required Supporting Noteholders and the Supporting Lenders). An envelope addressed to the Balloting Agent is enclosed for your convenience (which address may differ from the address provided in the box above). If neither the "accept" nor "reject" box is checked or if both boxes are checked in Item 2 for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted for voting purposes.

2. **If you are transmitting the votes of any Beneficial Holder of Notes, other than yourself,² you may either:**

(A) "Prevalidate" the individual Beneficial Holder ballot (the "**Beneficial Holder Ballot**") contained in the solicitation package and then forward the solicitation package with such prevalidated Beneficial Holder Ballot to the Beneficial Holder of the Unexchanged Notes for voting within five (5) Business Days after receipt of the solicitation package, with the Beneficial Holder then returning its individual Beneficial Holder Ballot directly to the Balloting Agent in the return envelope provided in the solicitation package. A Voting Nominee "prevalidates" a Beneficial Holder Ballot by completing Item 1, fully executing Item 4, and indicating thereon the appropriate account numbers through which the Beneficial Holder's holdings are derived and the depository participant number of the Voting Nominee;

OR

(B) Promptly upon receipt, forward the solicitation package to the Beneficial Holder of the Unexchanged Notes for voting along with a return envelope provided by and addressed to you, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to you. In such case, you, as the Voting Nominee, will tabulate the votes of all of your respective Beneficial Holders on this Master Ballot, in accordance with these instructions, and then return the Master Ballot to the Balloting Agent. You should advise your Beneficial Holders to return their individual Beneficial Holder Ballots to you by a date calculated to allow you to prepare and return the Master Ballot to the Balloting Agent so that the Master Ballot is actually received by the Balloting Agent by the Voting Deadline; and

With respect to those Beneficial Holder Ballots returned to you, you must properly complete the Master Ballot as follows:

- (i) check the appropriate box on Item 1 on the Master Ballot;
- (ii) in Item 2 of the Master Ballot, indicate the votes to accept or reject the Plan and the Non-Debtor Release consent election as transmitted to you by the Beneficial Holders. To identify such Beneficial Holders without disclosing their names, please use the customer account number assigned by you to each such Beneficial Holder, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each Beneficial Holder and the assigned number). **IMPORTANT: BENEFICIAL HOLDERS MAY NOT SPLIT THEIR VOTES. EACH BENEFICIAL HOLDER MUST VOTE ALL OF HIS, HER, OR ITS NOTES EITHER TO ACCEPT OR REJECT THE PLAN. IF ANY BENEFICIAL HOLDER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE BALLOTING AGENT IMMEDIATELY.** Any Beneficial Holder Ballot or Master Ballot which is validly executed but (i) does not indicate acceptance or rejection of the Plan by the indicated Beneficial Holder, or (ii) indicates both an acceptance and rejection of the Plan by the indicated Beneficial Holder, will not be counted;
- (iii) carefully review the certification in Item 3 of the Master Ballot and transcribe any information required;
- (iv) review the certifications and acknowledgements in Item 4;
- (v) sign and date this Master Ballot;
- (vi) check the appropriate box on **Exhibit A**;

²

If you are both the registered holder (Voting Nominee) and Beneficial Holder, you may use either a Master Ballot and Beneficial Holder Ballot or a prevalidated Beneficial Holder Ballot for the appropriate security to cast your vote.

- (vii) if additional space is required to respond to any item on the Master Ballot, please use additional sheets of paper clearly marked to indicate the applicable item of the Master Ballot to which you are responding; and
- (viii) deliver the completed, executed Master Ballot (with an original signature) so as to be actually received by the Balloting Agent before the Voting Deadline. For each completed, executed Beneficial Holder Ballot returned to you by a Beneficial Holder, you must retain such Beneficial Holder Ballot in your files for at least one year after the Voting Deadline for inspection.

PLEASE NOTE: This Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. No Master Ballot shall constitute or be deemed (a) a proof of claim or equity interest or an assertion of a Claim or equity interest or (b) an admission by the Debtors of the nature, validity or amount of any Claim. The Debtors will, upon request, reimburse you for customary mailing and handling expenses incurred by you in forwarding the Beneficial Holder Ballots and other enclosed materials to the Beneficial Holders of Unexchanged Notes held by you as a nominee or in a fiduciary capacity.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF ANY OF THE DEBTORS OR THE BALLOTING AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE ENCLOSED DOCUMENTS. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS MASTER BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

3. If you cast more than one Master Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Master Ballot will supersede any prior received Master Ballots.

4. PLEASE RETURN YOUR MASTER BALLOT PROMPTLY. THE BALLOTING AGENT WILL *NOT* ACCEPT MASTER BALLOTS BY FACSIMILE OR E-MAIL.

5. IF YOU HAVE RECEIVED A DAMAGED MASTER BALLOT OR HAVE LOST YOUR MASTER BALLOT, OR IF YOU NEED ADDITIONAL COPIES OF THE MASTER BALLOT, BENEFICIAL HOLDER BALLOTS, DISCLOSURE STATEMENT, PLAN OR OTHER RELATED MATERIALS, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS MASTER BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT VIA PHONE AT (212) 771-1128 OR VIA EMAIL AT Balloting@DonlinRecano.com. DO NOT CONTACT THE BALLOTING AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE BALLOTING AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE PLAN

6. PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING:

Section IX.F of the Plan contains the following releases by non-Debtors:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-EFFECTIVE DATE OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE

THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR CLAIM BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

Under the Plan, the term “Released Parties” is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN ARTICLE IX OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**PLEASE COMPLETE ITEMS 1, 2, 3 AND 4. IF THIS MASTER BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS
MASTER BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.**

Item 1. Certification of Authority to Vote. The undersigned specifies that as of the record date of September 28, 2016 (the “**Voting Record Date**”), the undersigned (please check the applicable box):

- ☐ is a bank, broker, custodian, dealer, nominee, or other intermediary, or their mailing agent (a “**Voting Nominee**”) for the Beneficial Holders of the aggregate principal amount of Unexchanged Notes listed in Item 2 below, and is the registered or record holder of such securities, or
- ☐ is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Voting Nominee that is the registered or record holder of the aggregate principal amount of the Unexchanged Notes listed in Item 2 below, or
- ☐ has been granted a proxy (an original of which is attached hereto) from a Voting Nominee or a Beneficial Holder that is the registered or record holder of the aggregate principal amount of the Unexchanged Notes listed in Item 2 below, and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Unexchanged Notes listed in Item 2 below.

Item 2. Unexchanged Notes. The undersigned transmits the following votes of Beneficial Holders in respect of their Unexchanged Notes, and certifies that the following Beneficial Holders of the Unexchanged Notes, as identified by their respective customer account numbers set forth below, are Beneficial Holders of such securities as of the Voting Record Date, and have delivered to the undersigned, as Voting Nominee, properly executed Ballots casting such votes. (Indicate in the appropriate column the aggregate principal amount voted for each account, or attach such information to this Master Ballot in the form of the following table. For purposes of this Master Ballot, accrued or unmatured interest should not be included. Please note that each Beneficial Holder must vote all his, her, or its Unexchanged Notes either to accept or reject the Plan, and may not split such vote):

ITEM 2 FROM THE BENEFICIAL HOLDER BALLOT				
Customer Name and/or Account Number for Each Beneficial Holder of Unexchanged Notes	Principal Amount of Allowed Unexchanged Notes Voted to ACCEPT the Plan		Principal Amount of Allowed Unexchanged Notes Voted to REJECT the Plan	Check this box for each Beneficial Holder that (1) did not check the box to Accept the Plan in Item 1 of the Beneficial Holder Ballot and (2) Checked the Box in Item 2 of the Beneficial Holder Ballot
1.		OR		<input type="checkbox"/>
2.		OR		<input type="checkbox"/>
3.		OR		<input type="checkbox"/>
4.		OR		<input type="checkbox"/>
5.		OR		<input type="checkbox"/>
TOTALS:				

IF YOU ARE ACTING AS A VOTING NOMINEE FOR MORE THAN FIVE BENEFICIAL HOLDERS, PLEASE ATTACH ADDITIONAL SHEETS, AS NECESSARY.

Item 3. Additional Ballots Submitted by Beneficial Holders. The undersigned certifies that it has transcribed in the following table the information, if any, set forth in Item 4 of the Beneficial Holder Ballots it has received from Beneficial Holders of the Unexchanged Notes identifying any other Unexchanged Notes for which such Beneficial Holders have submitted other Ballots:

Customer Name and/or Account Number for Each Beneficial Holder of Unexchanged Notes	TRANSCRIBE FROM Item 4 OF Beneficial Holder Ballot		
	Name of Holder	Account Number	Principal Amount of Other Voted Unexchanged Notes

Item 4. Certification. By signing this Master Ballot, you make the following certifications and acknowledgements: (a) the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement relating to the Plan; and (b) you have received or obtained a copy of the Disclosure Statement and all of the exhibits thereto, including the Plan.

Name of Voting Nominee

Depository Participant Number (if applicable)

Name of Proxy Holder or Agent for Voting
Nominee (if applicable)

Signature of Voting Nominee or Authorized Agent

Print Name of Signatory

Title

Street Address

City, State, Zip Code

Telephone Number

Taxpayer Identification Number

Email Address

Date Completed

EXHIBIT B-3(b)

Proposed Form of Beneficial Ballot

Class 5 (Unexchanged Notes Claims)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-11819 (BLS)

(Jointly Administered)

**CLASS 5 BALLOT FOR UNEXCHANGED NOTES CLAIMS TO ACCEPT OR REJECT THE DEBTORS' FIRST AMENDED
JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, DATED SEPTEMBER 1, 2016**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS ON NOVEMBER 2, 2016 AT 5:00 P.M.
(PREVAILING EASTERN TIME).**

**THE MASTER BALLOT CAST ON YOUR BEHALF MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN
ORDER TO BE COUNTED. PLEASE ALLOW SUFFICIENT TIME FOR YOUR VOTING NOMINEE TO PROCESS
YOUR VOTE ON A MASTER BALLOT AND RETURN THE MASTER BALLOT BY THIS DEADLINE.**

This ballot (the “**Beneficial Holder Ballot**”) is submitted to you to solicit your vote to accept or reject the *Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated September [], 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Plan**”), submitted by the Debtors, and described in the Disclosure Statement [Docket No. ____] approved by the Disclosure Statement Order of the Bankruptcy Court, entered on September [], 2016 [Docket No. ____]. The Disclosure Statement provides information to assist you in deciding how to vote your Beneficial Holder Ballot. If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Donlin, Recano & Company, Inc. (“**Donlin Recano**”), <https://www.donlinrecano.com/Logans>. Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801. In addition, copies of the Disclosure Statement may be obtained free of charge by request to Donlin Recano by email, at logansinfo@donlinrecano.com; by mail at Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219; or by calling 877-739-9988. You may also view these documents on the Bankruptcy Court's website, <http://www.deb.uscourts.gov>, by following the directions for accessing the ECF system on such website (please note that a fee is associated with accessing documents via the Bankruptcy Court's website). You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Beneficial Holder Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign, and return this Beneficial Holder Ballot in the enclosed preaddressed, postage prepaid envelop as directed. Do not return this Beneficial Holder Ballot directly to the Debtors or the Balloting Agent. The deadline by which the Master Ballot cast on your behalf must be actually received by the Balloting Agent on or before November 2, 2016 at 5:00 P.M. (prevailing Eastern Time) (the “**Voting Deadline**”). Please allow sufficient time for your Voting Nominee to process your vote on a Master Ballot and return the Master Ballot to the Balloting Agent before the Voting Deadline.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

Beneficial Holder Ballots submitted by facsimile or email will not be counted.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BENEFICIAL HOLDER BALLOT

1. Complete the Beneficial Holder Ballot by providing all the information requested that has not already been completed by your voting nominee and sign, date and return the Beneficial Holder Ballot in the enclosed preaddressed, postage prepaid envelope as directed. If your Ballot has not been prevalidated, please do not return this Beneficial Holder Ballot directly to the Debtors or the Balloting Agent. **The Master Ballot cast on your behalf must be *received* by the Balloting Agent on or before the Voting Deadline approved by the Bankruptcy Court, November 2, 2016 at 5:00 p.m. (Eastern Time).** If a Master Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion. Please allow sufficient time for your Voting Nominee to process your vote on a Master Ballot and return the Master Ballot to the Balloting Agent before the Voting Deadline. If your Ballot has been prevalidated, complete, sign, and return this Ballot to the following address: (i) if by first class mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, PO Box 192016 Blythebourne Station, Brooklyn, NY 11219, and (ii) if by hand delivery or overnight mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, 6201 15th Ave, Brooklyn, NY 11219, so that it is **actually *received*** by the deadline indicated above. If neither the "accept" nor "reject" box is checked in Item 2 for an otherwise properly completed, executed and timely returned Beneficial Holder Ballot, the Beneficial Holder Ballot will not be counted.
2. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Beneficial Holder Ballot voting different Claims within a single Class under the Plan and the Beneficial Holder Ballots are not voted in the same manner, those Beneficial Holder Ballots will not be counted. An otherwise properly executed Beneficial Holder Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent duplicate Beneficial Holder Ballots with respect to the same claim shall not be counted.**
3. Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in the principal amount of the Unexchanged Notes held by you.
4. Neither the Beneficial Holder Ballot nor the Master Ballot constitutes or will be deemed a proof of claim or an assertion of a Claim or equity interest.
5. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

6. IF YOU HAVE RECEIVED A DAMAGED BENEFICIAL HOLDER BALLOT OR HAVE LOST YOUR BENEFICIAL HOLDER BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BENEFICIAL HOLDER BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT VIA PHONE AT (212) 771-1128 OR VIA EMAIL AT Balloting@DonlinRecano.com. DO NOT CONTACT THE BALLOTING AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE BALLOTING AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE PLAN

7. PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING:

Section IX.F of the Plan contains the following releases by non-Debtors:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-EFFECTIVE DATE OBLIGATIONS

ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR *CLAIM* BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

Under the Plan, the term “Released Parties” is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN ARTICLE IX OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**PLEASE READ THE PRECEDING VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**PLEASE COMPLETE ITEMS 1, 2, 3 AND 4. IF THIS BENEFICIAL HOLDER BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BENEFICIAL HOLDER BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.**

Item 1. Class Vote. The undersigned, a holder of a Class 5 (Unexchanged Notes Claims), in the voting amount set forth below, votes to (check one box only):

☐ **Accept the Plan.**

☐ **Reject the Plan.**

Voting Amount: \$ _____

If you have checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan.

If you have not checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan unless you check the box in Item 2 below.

Item 2. Non-Debtor Release Disclosure and Election. Article IX.F of the Plan includes a release from the Debtors’ creditors and interest holders in favor of Debtor and non-Debtor parties that will be granted to the maximum extent permitted by applicable law (such release, as set forth in Article IX.F of the Plan, the “Non-Debtor Release”). As a creditor of the Debtors, you should read Article IX.F of the Plan carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Non-Debtor Release, in the context of these Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the releasing parties. However, parties may object to the Non-Debtor Release and the Court may find that such release may only be granted with consent of the releasing parties. The below election is intended to be used, and will only be considered, in the event that the Court finds that the consent of a releasing party is required for the Non-Debtor Release to be effective against such party. If you have checked the “Accept the Plan” box above, you are deemed to have consented to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above, you should check the box below if you **do not consent** to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above and you fail to return this Beneficial Holder Ballot with the box set forth below checked, you will be deemed to evidence your consent to the Non-Debtor Release.

☐ **The undersigned voted to reject the Plan and does not consent to the Non-Debtor Release.**

Item 3. Acknowledgments. By signing this Beneficial Holder Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Beneficial Holder Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes but will be counted for purposes of Item 2 of this Beneficial Holder Ballot.

Item 4. Certification as to Unexchanged Notes held in Additional Accounts. By completing and returning this Beneficial Holder Ballot, the undersigned beneficial holder of Unexchanged Notes Claims certifies that either (a) it has not submitted any other Beneficial Holder Ballots for Unexchanged Notes held in other accounts or other record names or (b) it has provided the information specified in the following table for all other Unexchanged Notes for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED BENEFICIAL HOLDER BALLOTS OTHER THAN THIS BENEFICIAL HOLDER BALLOT FOR UNEXCHANGED NOTES:

Name of Holder ²	Account Number	Principal Amount of Other Voted Unexchanged Notes

² Insert your name if the notes are held by you in record name or, if held in street name, insert the name of your broker or bank.

--	--	--

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Taxpayer Identification Number

Telephone Number

Email Address

Date Completed

EXHIBIT B-4

Proposed Form of Ballot

Class 6 (General Unsecured Claims)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-11819 (BLS)

(Jointly Administered)

CLASS 6 BALLOT FOR GENERAL UNSECURED CLAIMS TO ACCEPT OR REJECT THE DEBTORS' FIRST
AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE BANKRUPTCY CODE, DATED SEPTEMBER [], 2016

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS ON NOVEMBER 2, 2016 AT 5:00 P.M.
(PREVAILING EASTERN TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THIS DEADLINE IN ORDER TO BE COUNTED.

This ballot (the "**Ballot**") is submitted to you to solicit your vote to accept or reject the *Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated September [], 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "**Plan**"), submitted by the Debtors, and described in the Disclosure Statement [Docket No. ____] approved by the Disclosure Statement Order of the Bankruptcy Court, entered on September [], 2016 [Docket No. {•}]. The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. If you do not have a Disclosure Statement, you may obtain a copy free of charge on the dedicated webpage related to these cases of the Debtors' Balloting Agent, Donlin, Recano & Company, Inc. ("**Donlin Recano**"), <https://www.donlinrecano.com/Logans>. Copies of the Disclosure Statement are also available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801. In addition, copies of the Disclosure Statement may be obtained free of charge by request to Donlin Recano by email, at logansinfo@donlinrecano.com; by mail at Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 199043 Blythebourne Station Brooklyn, NY 11219; or by calling 877-739-9988. You may also view these documents on the Bankruptcy Court's website, <http://www.deb.uscourts.gov>, by following the directions for accessing the ECF system on such website (please note that a fee is associated with accessing documents via the Bankruptcy Court's website). You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign, and return this Ballot to the following address: (i) if by first class mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, PO Box 192016 Blythebourne Station, Brooklyn, NY 11219, and (ii) if by hand delivery or overnight mail, Donlin, Recano & Company, Inc., Re: Roadhouse Holding Inc., et al., Attn: Voting Department, 6201 15th Ave, Brooklyn, NY 11219, so that it is actually received by the deadline indicated above. Ballots submitted by facsimile or email will not be counted.

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan's Roadhouse, Inc. (2074); Logan's Roadhouse of Texas, Inc. (2372); and Logan's Roadhouse of Kansas, Inc. (8716). The location of the Debtors' corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date, and return the Ballot to the Balloting Agent, Donlin Recano, by first class mail, hand delivery, or overnight mail at the addresses indicated above.

Ballots must be received by the Balloting Agent on or before the Voting Deadline approved by the Bankruptcy Court, November 2, 2016 at 5:00 p.m. (prevailing Eastern Time). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion (with the consent of the Required Supporting Noteholders and the Supporting Lenders). An envelope addressed to the Balloting Agent is enclosed for your convenience (which address may differ from the address provided in the box above). If neither the "accept" nor "reject" box is checked or if both boxes are checked in Item 1 for an otherwise properly completed, executed, and timely returned Ballot, the Ballot will not be counted for voting purposes.

2. You must vote all your Claims within a single Class under the Plan and all your Claims against different Debtors either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. **Further, inconsistent, duplicate Ballots with respect to the same claim shall not be counted.**

3. General Unsecured Claims shall vote in the amounts temporarily allowed for voting purposes under the Disclosure Statement Order. [TO BE USED FOR BALLOTS DISTRIBUTED PRIOR TO THE BAR DATE-- The Bar Date occurs after the Voting Record Date that is used to determine which holders are entitled to vote on the Plan and the amount of their claims. If you are receiving a Ballot prior to the Bar Date and you then timely file a proof of claim by the Bar Date, the Balloting Agent will use the amount that is set forth on your timely-filed proof of claim in determining the amount of your claim for voting purposes, subject to the Debtors' right to object to your claim or estimate your claim for voting purposes.]

4. The Debtors have the ability to object to your claim or estimate your claim for voting purposes. The deadline for the Debtors to do so is October 19, 2016 at 4:00 p.m. (prevailing Eastern Time). If the Debtors object to your claim or seek to estimate your claim for voting purposes you will receive notice. In the event of such an objection or request to estimate, you must follow the procedure set forth in the Disclosure Statement Order if you wish to vote your claim in an amount that is inconsistent with the Debtors' objection or request for estimation.

5. The Ballot does not constitute and will not be deemed a proof of claim or an assertion of a Claim or equity interest.

6. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.

7. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

8. PLEASE RETURN YOUR BALLOT PROMPTLY. THE BALLOTING AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

9. IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL THE BALLOTING AGENT VIA PHONE AT (212) 771-1128 OR VIA EMAIL AT Balloting@DonlinRecano.com. DO NOT CONTACT THE BALLOTING AGENT OR THE BANKRUPTCY COURT FOR LEGAL ADVICE. THE BALLOTING AGENT AND THE BANKRUPTCY COURT CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE PLAN

10. PLEASE BE ADVISED THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING:

Section IX.F of the Plan contains the following releases by non-Debtors:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES* TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-*EFFECTIVE DATE* OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR *CLAIM* BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

Under the Plan, the term “Released Parties” is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN ARTICLE IX OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

PLEASE READ THE PRECEDING VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEMS 1, 2, AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 6 (General Unsecured Claims), in the voting amount set forth below, votes to (check one box only):

☐ **Accept the Plan.** ☐ **Reject the Plan.**

Voting Amount: \$ _____

If you have checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan.

If you have not checked the “Accept the Plan” box above, you will be deemed to consent to the releases contained in Section IX.F of the Plan unless you check the box in Item 2 below.

Item 2. Non-Debtor Release Disclosure and Election. Article IX.F of the Plan includes a release from the Debtors’ creditors and interest holders in favor of Debtor and non-Debtor parties that will be granted to the maximum extent permitted by applicable law (such release, as set forth in Article IX.F of the Plan, the “Non-Debtor Release”). As a creditor of the Debtors, you should read Article IX.F of the Plan carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Non-Debtor Release, in the context of these Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the releasing parties. However, parties may object to the Non-Debtor Release and the Court may find that such release may only be granted with consent of the releasing parties. The below election is intended to be used, and will only be considered, in the event that the Court finds that the consent of a releasing party is required for the Non-Debtor Release to be effective against such party. If you have checked the “Accept the Plan” box above, you are deemed to have consented to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above, you should check the box below if you **do not consent** to the Non-Debtor Release. If you have not checked the “Accept the Plan” box above and you fail to return this Ballot with the box set forth below checked, you will be deemed to evidence your consent to the Non-Debtor Release.

☐ **The undersigned voted to reject the Plan and does not consent to the Non-Debtor Release.**

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted for voting purposes but will be counted for purposes of Item 2 of this Ballot.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Taxpayer Identification Number

Telephone Number

Email Address

Date Completed

Exhibit C

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.



Chapter 11

Case No. 16 -11819 (BLS)

Jointly Administered

Contract Objection Deadline:

**NOTICE OF (I) POSSIBLE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED UNDER THE PLAN,
(II) FIXING OF CURE AMOUNTS RELATED THERETO AND (III) DEADLINE TO OBJECT THERETO**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) previously filed in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) the *Debtors’ Motion for an Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, Including (A) Approving Form and Manner of Solicitation Procedures, (B) Approving Form and Notice of the Confirmation Hearing, (C) Establishing Voting Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballot, (E) Establishing Deadline for Receipt of Ballots, and (F) Approving Procedures for Vote Tabulations; (III) Establishing Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan and (B) the Debtors’ Proposed Cure Amounts for Unexpired leases of Executory contracts Assumed Pursuant to the Plan; and (IV) Granting Related Relief* [Docket No. Disclosure Statement Motion”).² The Disclosure Statement Motion sought approval of, among other things, procedures for determining cure amounts for the executory contracts and unexpired leases that may be assumed or assumed and assigned pursuant to the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Plan**”), and the deadline to object to such cure amounts and such assumptions or assumptions and assignment. On , 2016, the Bankruptcy Court entered an order (the “**Disclosure Statement Order**”) approving the Disclosure Statement Motion.

PLEASE TAKE FURTHER NOTICE that on the schedule annexed hereto as Exhibit 1 (as may be amended and supplemented, the “**Cure Schedule**”), the Debtors have indicated the cure amounts due under section 365 of the Bankruptcy Code with respect to the executory contracts and unexpired leases that may be assumed or assumed and assigned by the Debtors under the Plan. Parties receiving this notice should locate their name and their executory contracts and/or unexpired leases and the related cure amounts on Exhibit 1 annexed hereto.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Disclosure Statement Order, any party objecting (a “**Contract Objection**”) to the assumption or assumption and assignment of the executory contracts and unexpired leases on Exhibit 1 annexed hereto and the cure amounts listed on Exhibit 1 annexed hereto for such executory contracts and unexpired leases, regardless of whether or not such party previously has filed a proof of claim

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan’s Roadhouse, Inc. (2074); Logan’s Roadhouse of Texas, Inc. (2372); and Logan’s Roadhouse of Kansas, Inc. (8716). The location of the Debtors’ corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Disclosure Statement Order.

with respect to amounts due under the applicable agreement, shall be required to file and serve an objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the executory contracts and unexpired leases and/or any and all objections to the potential assumption or assumption and assignment of such agreements, together with all documentation supporting such cure claim or objection. Any such objections must be filed with the Clerk of the Bankruptcy Court for the District of Delaware, Third Floor, 824 N. Market Street, Wilmington, Delaware 19801, and served upon each of the following notice parties so that the objection is received no later than **November 2, 2016 at 4:00 p.m. (prevailing Eastern Time)** (the “**Contract Objection Deadline**”):

- The Debtors: c/o Logan’s Roadhouse, Inc. 3011 Armory Drive, Suite 300 Nashville, Tennessee 37204, Attn: Keith Maib, Chief Restructuring Officer of Finance, with copies to counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19081, Attn: Robert S. Brady and Edmon L. Morton;
- Proposed counsel to the Committee: Kelley Drye & Warren LLP, 101 Park Avenue, 27th Floor, New York, NY 10178, Attn: Jason Adams and Eric R. Wilson;
- The Office of the United States Trustee, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn.: Timothy J. Fox, Jr.
- Counsel to the DIP Agent: Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899-1347, Attn.: Andrew R. Remming;
- Counsel to JPMorgan Chase Bank, N.A., as Administrative Agent under the Credit Agreement, dated as of October 4, 2010: Simpson Thatcher & Bartlett LLP, Attn: Elisha D. Graff and Nicholas Baker, 425 Lexington Avenue, New York, New York 10017; and
- Counsel to the Unanimous Supporting Noteholders: (i) Dechert LLP, 1095 Avenue of the Americas New York, NY 10036, Attn: Michael J. Sage and Brian E. Greer; (ii) King & Spalding LLP, 1185 Avenue of the Americas New York, NY 10036, Attn: Michael C. Rupe and Jeffrey Pawlitz; Debevoise & Plimpton LLP, 919 Third Avenue New York, NY 10022, Attn: Natasha Labovitz and Craig Bruens.

PLEASE TAKE FURTHER NOTICE that if a Contract Objection is timely filed and the parties are unable to settle such objection, a hearing with respect to the assumption of your Executory Contract and/or Unexpired Lease and/or your cure amounts will be held at the time of the Confirmation Hearing (**November 9, 2016 at 10:30 a.m. (prevailing Eastern Time)**), or such other hearing date determined by the Debtors, before the Honorable Brendan Linehan Shannon in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, DE 19801, subject to the Bankruptcy Court’s availability.

PLEASE TAKE FURTHER NOTICE that any party that fails to object to the applicable cure amounts for each executory contract and unexpired lease to be assumed or assumed and assigned under the Plan shall be forever barred, estopped and enjoined from disputing the cure amounts and/or from asserting any Claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedule. Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice to, or

action of, the Court or any other party. Any executory contract or unexpired lease assumed or assumed and assigned under the Plan shall remain in full force and effect to the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment, including based on any change of control provision. Any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease, terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition thereof (including on account of any change of control provision) on any such transfer or assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect. No sections or provisions of an executory contract or unexpired lease that purports to provide for additional payments, penalties, charges, rent acceleration, or other financial accommodations in favor of the non-debtor third party thereto shall have any force and effect with respect to the transactions contemplated under the Plan, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that in the event of a dispute (each, a “**Contract Dispute**”) regarding: (i) the cure amount; (ii) the ability of the applicable Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease; or (iii) any other matter pertaining to the proposed assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Contract Dispute and approving the assumption. To the extent a Contract Dispute relates solely to the cure amount, the applicable Debtor may assume and/or assign the applicable executory contract or unexpired lease prior to the resolution of the Contract Dispute provided that such Debtor reserves Cash in an amount sufficient to pay the full amount asserted as the required cure payment by the non-Debtor party to such executory contract or unexpired lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the Reorganized Debtors). To the extent the Contract Dispute is resolved or determined unfavorably to the applicable Debtor or Reorganized Debtor, as applicable, such Debtor or Reorganized Debtor, as applicable, may reject the applicable executory contract or unexpired lease after such determination.

PLEASE TAKE FURTHER NOTICE that, if you agree with assumption of your executory contract and/or unexpired leases and the cure amount indicated on Exhibit 1 annexed hereto, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that the inclusion of an executory contract or unexpired lease on the Cure Schedule is without prejudice to the Debtors’ right to modify their election to assume or to reject such executory contract or unexpired lease, or to modify the related cure amount, in accordance with the Disclosure Statement Order (including, without limitation, Paragraph 28(c) thereof) or the Plan, and inclusion of an executory contract or unexpired lease herein is not a final determination that such executory contract or unexpired lease will, in fact, be assumed.

PLEASE TAKE FURTHER NOTICE that the inclusion of an executory contract or unexpired lease herein shall not constitute or be deemed to be a determination or admission by the Debtors and their estates that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code, and all rights of the Debtors and their estates with respect thereto are expressly reserved.

PLEASE TAKE FURTHER NOTICE that general information, including frequently asked questions regarding the Chapter 11 Cases and the Debtors’ restructuring, are available at the Debtors’ case website, <https://www.donlinrecano.com/Logans>. Creditors may also contact the Debtors’ restructuring information center managed by Donlin Recano Toll Free at 877-739-9988 or by email at logansinfo@donlinrecano.com if they have

questions about the Chapter 11 Cases. Please note, however, that neither Donlin Recano nor the staff of the Bankruptcy Court can provide you with legal advice regarding the Debtors and the Chapter 11 Cases.

Dated: Wilmington, Delaware
September __, 2016

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)
Edmon L. Morton (No. 3856)
Ryan M. Bartley (No. 4985)
Elizabeth S. Justison (No. 5911)
Norah M. Roth-Moore (No. 6125)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 576-2613
Fax: (302) 571-1253

Counsel for the Debtors and Debtors in Possession

Exhibit 1

Cure Schedule

Exhibit D

Publication Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16 -11819 (BLS)

Jointly Administered

Confirmation Hearing Date:

Confirmation Objection Deadline:

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,
(II) DEADLINE FOR VOTING ON THE PLAN, (III) HEARING TO
CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE FOR
FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

By Order dated {●}, 2016 (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) approved the *Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), and authorized the Debtors to solicit votes to accept or reject the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Plan**”), annexed as Exhibit A to the Disclosure Statement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable.

ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

On **November 9, 2016 at 10:30 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”) will be held before the Honorable Brendan Linehan Shannon in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, DE 19801 to consider confirmation of the Plan, as the same may be amended, modified, or supplemented from time to

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan’s Roadhouse, Inc. (2074); Logan’s Roadhouse of Texas, Inc. (2372); and Logan’s Roadhouse of Kansas, Inc. (8716). The location of the Debtors’ corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

time, and for such other and further relief as may be just. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or the filing of a notice or hearing agenda providing for the adjournment on the docket of the chapter 11 cases with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801 together with proof of service, and shall: (a) be made in writing; (b) state with particularity the legal and factual ground therefor, and, unless impracticable, propose modification to the Plan that would resolve such objection; (c) conform to the Bankruptcy Rules and Local Rules; and (d) be served by hand delivery or in a manner as will cause such objection to be **received** on or before **November 2, 2016 at 4:00 p.m. (prevailing Eastern Time)** on the Notice Parties (as defined in the Disclosure Statement Order).

Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained online at the website of the Debtors' claims agent, Donlin, Recano & Company, Inc., at <https://www.donlinrecano.com/Logans>, or by request to Donlin Recano at the following addresses and telephone number: Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 192016 Blythebourne Station Brooklyn, NY 11219; email, logansinfo@donlinrecano.com; Toll Free Tel: 877-739-9988. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement are also available for inspection on the Bankruptcy Court's website at <http://ecf.deb.uscourts.gov>. A login and password to the Bankruptcy Court's Public Access to Electronic Court Records ("PACER") website are required to access this information and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>.

BY ORDER OF THE COURT

YOUNG CONAWAY STARGATT & TAYLOR, LLP, Robert S. Brady, Edmon L. Morton and Ryan M. Bartley, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Tel: (302) 576-2613, *Counsel for the Debtors and Debtors in Possession*

Exhibit E

Non-Voting Holder Notice and Opt Out Election

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

ROADHOUSE HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16 -11819 (BLS)

Jointly Administered

Confirmation Hearing Date:

Confirmation Hearing Objection Deadline:

PLEASE TAKE NOTICE OF THE FOLLOWING:

NOTICE OF NON-VOTING STATUS AND NON-DEBTOR RELEASE CONSENT ELECTION

1. By Order dated {●}, 2016 [Docket No. {●}] (the “**Disclosure Statement Order**”), the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) approved the *Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and as amended, modified, or supplemented from time to time, the “**Disclosure Statement**”) as containing adequate information within the meaning of section 1125 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”), and authorized the Debtors to solicit votes to accept or reject the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code*, dated _____, 2016 [Docket No. ____] (including all exhibits thereto and amended, modified, or supplemented from time to time, the “**Plan**”), annexed as Exhibit A to the Disclosure Statement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement Order, as applicable. Terms that are defined in the Plan or in the Disclosure Statement (other than defined terms commonly used herein) will appear in italics when presented in all-capitalized typeface herein.

2. Under the terms of the Plan, holders of Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 7 (Intercompany Claims), and Class 10 (Intercompany Interests) are not Impaired and, accordingly, are (a) conclusively presumed to have accepted the Plan, and (b) not entitled to vote on the Plan on account of such claims.

3. Furthermore, under the terms of the Plan, holders of Claims in Class 8 (Subordinated Claims) and Class 9 (Existing Equity Interests) will neither receive nor retain any consideration nor retain any property under the Plan and, accordingly, are (a) conclusively presumed to have rejected the Plan, and (b) not entitled to vote on the Plan on account of such Claims and Interests.

4. **YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS HOLDING A CLAIM OR INTEREST IN ONE OF THE CLASSES IDENTIFIED ABOVE THAT ARE NOT ENTITLED TO VOTE ON THE PLAN.**

5. **YOU ARE ALSO RECEIVING A CONFIRMATION HEARING NOTICE WHICH CONTAINS IMPORTANT INFORMATION ABOUT THE PLAN, INCLUDING THE TREATMENT OF**

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Roadhouse Holding Inc. (5939); Roadhouse Intermediate Inc. (6159); Roadhouse Midco Inc. (6337); Roadhouse Parent Inc. (5108); LRI Holdings, Inc. (4571); Logan’s Roadhouse, Inc. (2074); Logan’s Roadhouse of Texas, Inc. (2372); and Logan’s Roadhouse of Kansas, Inc. (8716). The location of the Debtors’ corporate headquarters is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204.

CLASSIFIED CLAIMS AND INTERESTS UNDER THE PLAN AND DESCRIBES CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN. YOU SHOULD READ THE CONFIRMATION HEARING NOTICE CLOSELY AND YOU MAY WISH TO REVIEW THE PLAN AND DISCLOSURE STATEMENT, WHICH CAN BE OBTAINED AS SET FORTH BELOW.

**OPT-OUT ELECTION FOR HOLDERS OF CLAIMS IN CLASS 1,
CLASS 2, CLASS 7, CLASS 8, CLASS 9, AND CLASS 10**

6. **Non-Debtor Release Disclosure and Election.** Article IX.F of the Plan includes the following release from the Debtors' creditors and interest holders in favor of Debtor and certain specified non-Debtor parties that will be granted to the maximum extent permitted by applicable law (such release, as set forth in Article IX.F of the Plan, the "Non-Debtor Release"):

Releases by Non-Debtors. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES*² TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; PROVIDED, HOWEVER, THE FOREGOING RELEASE SHALL NOT APPLY TO POST-*EFFECTIVE DATE* OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED, FURTHER, HOWEVER, THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR *CLAIM* BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

² "Released Parties" is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person's current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

7. As a creditor or interest holder of the Debtors, you should read Article IX.F of the Plan carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Non-Debtor Release, in the context of these Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the releasing parties. However, parties may object to the Non-Debtor Release and the Court may find that such release may only be granted with consent of the releasing parties. The election included with this notice is intended to be used, and will only be considered, in the event that the Court finds that the consent of a releasing party is required for the Non-Debtor Release to be effective against such party.

8. PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO COMPLETE AND RETURN THE ATTACHED FORM INDICATING THAT YOU DO NOT CONSENT TO THE NON-DEBTOR RELEASE TO THE DEBTORS' BALLOTING AGENT SO THAT IT IS **ACTUALLY RECEIVED BY NOVEMBER 2, 2016 AT 5:00 P.M. (PREVAILING EASTERN TIME)**, UPON THE BANKRUPTCY COURT'S APPROVAL AND CONFIRMATION OF THE PLAN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASES CONTAINED IN SECTION IX.F OF THE PLAN TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9. FORMS SHOULD BE RETURNED TO: DONLIN, RECANO & COMPANY, INC., AT THE FOLLOWING ADDRESS: (I) IF BY FIRST CLASS MAIL, DONLIN, RECANO & COMPANY, INC., RE: ROADHOUSE HOLDING INC., ET AL., ATTN: VOTING DEPARTMENT, PO BOX 192016 BLYTHEBOURNE STATION, BROOKLYN, NY 11219, AND (II) IF BY HAND DELIVERY OR OVERNIGHT MAIL, DONLIN, RECANO & COMPANY, INC., RE: ROADHOUSE HOLDING INC., ET AL., ATTN: VOTING DEPARTMENT, 6201 15TH AVE, BROOKLYN, NY 11219,.

CONFIRMATION HEARING

10. On **November 9, 2016 at 10:30 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing (the "**Confirmation Hearing**") will be held before the Honorable Brendan Linehan Shannon in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 to consider confirmation of the Plan, as the same may be amended, modified, or supplemented from time to time, and for such other and further relief as may be just. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or the filing of a notice or hearing agenda providing for the adjournment on the docket of the chapter 11 cases with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

11. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, filed with the Clerk of the Bankruptcy Court, 3rd Floor, 824 N. Market Street, Wilmington, DE 19801 together with proof of service, and shall: (x) be made in writing; (y) state with particularity the legal and factual ground therefor, and, unless impracticable, propose modification to the Plan that would resolve such objection; (z) conform to the Bankruptcy Rules and Local Rules; and (d) be served by hand delivery or in a manner as will cause such objection to be **received on or before November 2, 2016 at 4:00 p.m. (prevailing Eastern Time)** by: (a) counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19081, Attn: Robert S. Brady and Edmon L. Morton; (b) proposed counsel to the Committee, Kelley Drye & Warren LLP, 101 Park Avenue, 27th Floor, New York, NY 10178, Attn: Jason Adams and Eric R. Wilson; (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn:

Timothy J. Fox, Jr.; (d) counsel to the DIP Agent, Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street P.O. Box 1347 Wilmington, DE 19899-1347, Attn: Andrew R. Remming; (e) counsel to JPMorgan Chase Bank, N.A., as Administrative Agent under the Credit Agreement, dated as of October 4, 2010, Simpson Thatcher & Bartlett LLP, Attn: Elisha D. Graff and Nicholas Baker, 425 Lexington Avenue, New York, New York 10017; and (f) each of the counsel to the Unanimous Supporting Noteholders: (i) Dechert LLP, 1095 Avenue of the Americas New York, NY 10036, Attn: Michael J. Sage and Brian E. Greer; (ii) King & Spalding LLP, 1185 Avenue of the Americas New York, NY 10036, Attn: Michael C. Rupe and Jeffrey Pawlitz; and (iii) Debevoise & Plimpton LLP, 919 Third Avenue New York, NY 10022, Attn: Natasha Labovitz and Craig Bruens. Any objections not filed and served as set forth above will not be considered by the Bankruptcy Court and shall be overruled and deemed waived.

12. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained online at the website of the Debtors' claims agent, Donlin, Recano & Company, Inc., at <https://www.donlinrecano.com/Logans>, or by request to Donlin Recano at the following addresses and telephone number: Donlin, Recano & Company, Inc. Re: Roadhouse Holding Inc., et al. P.O. Box 192016 Blythebourne Station Brooklyn, NY 11219 Toll Free Tel: 877-739-9988, logansinfo@donlinrecano.com. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement are also available for inspection on the Bankruptcy Court's website at <http://ecf.deb.uscourts.gov>. A login and password to the Bankruptcy Court's Public Access to Electronic Court Records ("PACER") website are required to access this information and can be obtained through the PACER Service Center at <http://www.pacer.psc.uscourts.gov>.

13. General information, including frequently asked questions regarding the Chapter 11 Cases and the Debtors' restructuring, are available at the Debtors' case website, <https://www.donlinrecano.com/Logans>. Creditors may also contact the Debtors' restructuring information center managed by Donlin Recano Toll Free at 877-739-9988 or by email at logansinfo@donlinrecano.com if they have questions about the Chapter 11 Cases. Please not, however, that neither Donlin Recano nor the staff of the Bankruptcy Court can provide you with legal advice regarding the Debtors and the Chapter 11 Cases.

Dated: Wilmington, Delaware
September __, 2016

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)
Edmon L. Morton (No. 3856)
Ryan M. Bartley (No. 4985)
Elizabeth S. Justison (No. 5911)
Norah M. Roth-Moore (No. 6125)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 576-2613
Fax: (302) 571-1253

Counsel for the Debtors and Debtors in Possession

**NON-DEBTOR RELEASE ELECTION FOR HOLDERS OF CLAIMS AND INTERESTS
IN CLASS 1, CLASS 2, CLASS 7, CLASS 8, CLASS 9, AND CLASS 10**

Non-Debtor Release Disclosure and Election. Article IX.F of the Plan includes the following release from the Debtors' creditors and interest holders in favor of Debtor and certain specified non-Debtor parties that will be granted to the maximum extent permitted by applicable law (such release, as set forth in Article IX.F of the Plan, the "**Non-Debtor Release**"):

Releases by Non-Debtors. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE ACTIONS OF THE *RELEASED PARTIES*¹ TO FACILITATE THE REORGANIZATION OF THE DEBTORS AND THE IMPLEMENTATION OF THE RESTRUCTURING CONTEMPLATED BY THE PLAN, ON THE *EFFECTIVE DATE*, EACH PERSON WHO DIRECTLY OR INDIRECTLY, HAS HELD, HOLDS, OR MAY HOLD ANY *CLAIM* AGAINST THE DEBTORS OR INTEREST IN THE DEBTORS SHALL RELEASE AND DISCHARGE AND BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL *RELEASED PARTIES* FOR AND FROM ANY AND ALL *CLAIMS* OR *CAUSES OF ACTION* EXISTING AS OF THE *EFFECTIVE DATE* OR THEREAFTER WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY ACTIONS, TRANSACTIONS, EVENTS OR OMISSIONS OCCURRING ON OR BEFORE THE *EFFECTIVE DATE* RELATING TO THE DEBTORS, THE *CHAPTER 11 CASES* OR THE OBLIGATIONS UNDER THE *2010 INDENTURE*, THE *2015 INDENTURE*, THE *DIP FACILITIES*, AND THE *CREDIT AGREEMENT*; **PROVIDED, HOWEVER,** THE FOREGOING RELEASE SHALL NOT APPLY TO POST-*EFFECTIVE DATE* OBLIGATIONS ARISING UNDER THE PLAN OR ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE *PLAN SUPPLEMENT* AND THE *EXIT FINANCING FACILITIES*) EXECUTED TO IMPLEMENT THE PLAN; **PROVIDED, FURTHER, HOWEVER,** THAT NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY CONTAINED IN THE DISCLOSURE STATEMENT, THE PLAN, AND/OR CONFIRMATION ORDER, NO PROVISION OF THE DISCLOSURE STATEMENT, THE PLAN, OR CONFIRMATION ORDER SHALL (A) PRECLUDE THE SECURITIES AND EXCHANGE COMMISSION FROM ENFORCING ITS POLICE OR REGULATORY POWERS OR (B) RELEASE ANY NON-DEBTOR FROM LIABILITY IN CONNECTION WITH ANY LEGAL OR EQUITABLE ACTION OR *CLAIM* BROUGHT BY THE SECURITIES AND EXCHANGE COMMISSION.

As a creditor or interest holder of the Debtors, you should read Article IX.F of the Plan carefully as it affects your rights by releasing claims that you may hold against the Released Parties. The Debtors believe that the Non-Debtor Release, in the context of these Chapter 11 Cases and the Plan, is permissible under applicable law even without the consent of the releasing parties. However, parties may object to the Non-Debtor Release and the Court may find that such release may only be granted with consent of the releasing parties. The below election is intended to be used, and

¹ "Released Parties" is defined to mean: (a) each Debtor, (b) the Supporting Noteholders, (c) the Indenture Trustees, (d) the DIP Lenders, DIP Agent and other lender-parties under the DIP Facilities, (e) the lenders, agents, issuing banks, arrangers and other lender-parties under the Exit Financing Facilities, (f) the Supporting Lenders (as well as any issuing bank) and the Revolving Facility Agent, (g) the Sponsors, and (h) with respect to each of the foregoing entities identified in subsections (a) through (g), such Person's current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment banks, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns.

will only be considered, in the event that the Court finds that the consent of a releasing party is required for the Non-Debtor Release to be effective against such party. You should check the box below if you do not consent to the Non-Debtor Release. If you fail to return this Election Form with the box set forth below checked, you will be deemed consent to the Non-Debtor Release.

☐ **The undersigned does not consent to the Non-Debtor Release.**

Acknowledgments. By signing this opt-out election, the undersigned certifies that the undersigned has the power and authority to elect whether to grant the Non-Debtor Releases contained in Section IX.F of the Plan.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Taxpayer Identification Number

Telephone Number

Email Address

Date Completed

THIS FORM SHOULD BE RETURNED TO: DONLIN RECANO & COMPANY, INC., AT THE FOLLOWING ADDRESS: (I) IF BY FIRST CLASS MAIL, DONLIN, RECANO & COMPANY, INC., RE: ROADHOUSE HOLDING INC., ET AL., ATTN: VOTING DEPARTMENT, PO BOX 192016 BLYTHEBOURNE STATION, BROOKLYN, NY 11219, AND (II) IF BY HAND DELIVERY OR OVERNIGHT MAIL, DONLIN, RECANO & COMPANY, INC., RE: ROADHOUSE HOLDING INC., ET AL., ATTN: VOTING DEPARTMENT, 6201 15TH AVE, BROOKLYN, NY 11219, SO THAT IT IS **ACTUALLY RECEIVED** BY **NOVEMBER 2, 2016 AT 5:00 P.M. (PREVAILING EASTERN TIME)**,

IF YOU FAIL TO TIMELY COMPLETE AND RETURN THIS ELECTION FORM INDICATING THAT YOU DO NOT CONSENT TO THE NON-DEBTOR RELEASE AS SET FORTH HEREIN, UPON THE BANKRUPTCY COURT'S APPROVAL AND CONFIRMATION OF THE PLAN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE NON-DEBTOR RELEASES CONTAINED IN SECTION IX.F OF THE PLAN TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW