

Exhibit C

Form of the Contract Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

In re:

CAFE HOLDINGS CORP. *et al.*,¹

Debtors.

Chapter 11

Case No. 18-05837 (hb)

(Jointly Administered)

**NOTICE OF CURE AMOUNTS AND PROPOSED ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES**

**ALL PARTIES RECEIVING THIS NOTICE SHOULD REVIEW EXHIBIT A
CAERFULLY FOR THEIR NAME AND ANY CONTRACTS OR LEASES WITH THE
DEBTORS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

13. On November 30, 2018, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Debtors’ Expedited Motion, Pursuant to Bankruptcy Code Sections 105(A), 363, And 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of Orders (I) Approving Sale, Bidding, Notice, and Auction Procedures in Connection with the Sale of Substantially All of the Assets of the Debtors; (II) Approving Assumption and Assignment of Certain Executory Contracts Unexpired Leases; (III) Authorizing the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (IV) Granting Related Relief* (the “**Motion**”) [Docket No. ____]. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

14. On [____], 2018, the United States Bankruptcy Court for the District of South Carolina (the “**Bankruptcy Court**”) entered the *Order Approving Bid Procedures Sought In Debtors’ Expedited Motion, Pursuant to Bankruptcy Code Sections 105(A), 363, And 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of Orders (I) Approving Sale, Bidding, Notice, and Auction Procedures in Connection with the Sale of Substantially All of the Assets of the Debtors; (II) Approving Assumption and Assignment of Certain Executory Contracts Unexpired Leases; (III) Authorizing the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (IV) Granting Related Relief* (the “**Order**”) [Docket No. ____].

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Cafe Holdings Corp. (7910); Cafe Enterprises, Inc. (4946); CE Sportz LLC (2009); and CES Gastonia LLC (0863). The location of the Debtors’ corporate headquarters is 4324 Wade Hampton Blvd., Suite B, Taylors, South Carolina 29687.

15. A hearing to consider the remaining relief requested in the Motion and the results of the Auction (the “**Sale Hearing**”) will be held **Tuesday, January 15, 2019 at _____.m.] (Eastern Time), in courtroom of the Honorable Helen E. Burriss in the United States Bankruptcy Court for the District of South Carolina, J. Bratton Davis U.S. Bankruptcy Courthouse, 1100 Laurel Street, Columbia, South Carolina, 29201-2423.**

16. In connection with any sale of the Purchased Assets authorized at the Sale Hearing, the Debtors will assume and assign to the Stalking Horse Purchaser (or another acquirer of the Purchased Assets) certain of the Debtors’ executory contracts and leases. **Not all of the agreements listed in Exhibit A will be assumed and assigned by the Debtors.** Debtors and Purchaser may make the final determination regarding which contracts and leases will be assigned at or prior to closing.

17. The Debtors believe that any and all defaults (other than the filing of these chapter 11 cases) and the actual pecuniary losses under the agreements listed on Exhibit A, to the extent they are Transferred Contracts, can be cured by the payment of the Cure Amount listed on Exhibit A. The inclusion of any document on Exhibit A shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code.

18. If any non-debtor party to an agreement listed on Exhibit A objects to the Cure Amount listed on Exhibit A for such agreement or objects to the possible assumption and assignment of such agreement, such party must file an objection (a “**Cure Objection**”) with the Bankruptcy Court and serve such Cure Objection so as to be actually received by **4:00 p.m. (Eastern time) on January 8, 2019 (the “Cure Objection Deadline”)**, by: (i) counsel to the Debtors, Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, Texas 75219, Attention: Ian T. Peck (email: ian.peck@haynesboone.com) and J. Frasher Murphy (email: frasher.murphy@haynesboone.com), (ii) Office of the United States Trustee, 1835 Assembly Street, Suite 953, Columbia, South Carolina 29201, (Facsimile: (803) 765-5260) Attention: Elisabetta G. Gasparini, (iii) counsel to any official committee of unsecured creditors appointed in these cases, and (iv) counsel to the Stalking Horse Purchaser and First Lien Secured Lender, Holland & Knight LLP, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, Attention: Brent McIlwain (email: brent.mcilwain@hklaw.com). A Cure Objection must identify the lease or contract to which the objector is party; (c) describe with particularity any cure the claimant contends is required under Section 365 of the Bankruptcy Code (the “Cure Claim”) and identify the basis(es) of the alleged Cure Claim under the contract or lease; (d) attach all documents supporting or evidencing the Cure Claim; and (e) if the response contains an objection to adequate assurance of future performance, state with specificity what the objecting party believes is required to provide Adequate Assurance set forth the cure amount the objector asserts is due, the specific types and dates of the alleged defaults, pecuniary losses, conditions to assignment and the support therefor. No Cure Objection is needed if you agree with the Cure Amount listed.

19. **Except as set forth in the Order, unless a non-debtor party to an agreement listed on Exhibit A files and serves a Cure Objection by the Cure Objection Deadline, (a) the non-objecting non-debtor party shall have consented to the possible assumption and assignment of the agreement to the Stalking Horse Purchaser (or any other acquirer of the**

Purchased Assets); (b) the Cure Amount set forth on Exhibit A shall be controlling notwithstanding anything to the contrary in any contract or lease or other document and the non-debtor party to the contract or lease shall be forever barred from asserting any other claim arising prior to the assignment against the Debtors or the Stalking Horse Purchaser (or another acquirer of the Purchased Assets) as to such Contract or Lease if it is a Transferred Contract, and (b) the Stalking Horse Purchaser (or another acquirer of the Purchased Assets) promise to perform under the Contract or Lease shall be deemed Adequate Assurance under the contract or lease.

20. Any hearings with respect to the Cure Objections may be held (a) at the Sale Hearing; or (b) at such other date as the Bankruptcy Court may designate.

21. If a non-debtor party to an agreement listed on Exhibit A agrees with the applicable Cure Cost set forth on Exhibit A and does not otherwise object to the Debtors' possible assumption and assignment of such agreement, no further action need be taken on the part of that non-debtor party.

22. The Debtors' decision to sell, assign and/or transfer the Transferred Contracts to the Stalking Horse Purchaser (or any other acquirer of the Purchased Assets) is subject to Bankruptcy Court approval and the closing of the transactions contemplated by either the Prevailing Bid or that certain Asset Purchase Agreement by and between the Debtors and the Stalking Horse Purchaser (the "**Agreement**"). Accordingly, absent such closing or further order of the Bankruptcy Court, none of the Transferred Contracts shall be assumed, sold, assigned and/or transferred, and shall in all respects be subject to further administration under the Bankruptcy Code.

23. Copies of the Motion and the Order can be obtained by accessing the Debtors' website (www.donlinrecano.com/cafe) or by contacting the Debtors' claims agent by phone ((212) 771-1128) or by sending a written request to Donlin, Recano & Company, Inc., Re: Cafe Holdings Corp., et al., P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219. A copy of the APA may be obtained by making a request to Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, Texas 75219, Attention: Ian T. Peck.

24. The Debtors have requested that any order approving the sale (and the assignment of contracts) be effective immediately by providing that the 14-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

Date: _____

Signature of Applicant

Typed Printed Name

Address/Telephone/Facsimile/E-mail

District Court I.D. Number

EXHIBIT A TO ASSUMPTION AND ASSIGNMENT NOTICE

SCHEDULE OF CURE COSTS AND TRANSFERRED CONTRACTS