

**EXHIBIT C**

**Loughlin Engagement Letter**

LOUGHLIN  
MANAGEMENT PARTNERS+CO



Results. Period.

**STRICTLY CONFIDENTIAL**

February 16, 2018

Mr. Eric Easton  
Chief Financial Officer  
Café Enterprises, Inc.  
4324 Wade Hampton Blvd  
Taylors, SC 29687

**Re: Café Enterprises, Inc. ("Café" or the "Company")**

Dear Mr. Easton:

This letter agreement ("Agreement") confirms that Café has engaged Loughlin Management Partners & Co, Inc. ("LM+Co"), specifically its employee Managing Director John Sordillo, as Chief Restructuring Officer ("CRO"), effective February 19, 2018 (the "Commencement Date") to provide the services described in more detail below.

Pursuant to Café's current forbearance agreement with its secured lender, Café is required to "(a) engage at Borrower's sole cost and thereafter retain an investment bank reasonably acceptable to Agent (it being agreed that C Squared Advisors, LLC is acceptable to Agent) (a "Qualified Advisor") for purposes of marketing, structuring and executing a sale of all of the capital stock of Borrower and/or all or substantially all of the assets of Borrower and each of its Subsidiaries (each a "Qualified Sale"), with such engagement, including without limitation scope of services, reasonably acceptable to Agent and (b) engage a Chief Restructuring Officer (a "CRO") with sole and complete authority to authorize and consummate a commercially reasonable Qualified Sale on terms acceptable to Agent."

**LM+Co Services and Responsibilities**

In connection with the Responsibilities, the CRO shall:

1. Report directly to the Café Board of Directors (or a Committee of the Board, if appropriate), and shall perform such other services during the Qualified Sale process as requested or directed by the Board (or such other Committee);

Café Enterprise  
February 16, 2018  
Page 2 of 10

2. Review any analyses or valuation material prepared by Management or the Company's Qualified Advisor which determine the enterprise value of Café;
3. Review any marketing documents prepared by Management or the Company's Qualified Advisor in connection with the Qualified Sale and provide advice and comments as requested;
4. Review all incoming offers to purchase the capital stock or all/or substantially all of the assets of Café with Management and the Qualified Advisor and assess the the commercial reasonableness of each offer as a Qualified Sale;
5. Authorize and consummate the Qualified Sale; and
6. Provide any other services, within our scope of practice, as reasonably requested by the Board of Directors.

In performing his duties, the CRO shall consult with and obtain input from the appropriate members of Senior Management of the Company. The acts of the CRO shall be subject to the direction, review and authority of the Board (or any Committee thereof).

#### Employment by LM+Co

The CRO and any additional LM+Co personnel that may be required to complete the Services and Responsibilities of this engagement will continue to be employed by LM+Co and, while rendering services to the Company, will continue to work with other personnel at LM+Co in connection with other unrelated matters, which will not unduly interfere with the Services pursuant to this engagement. With respect to the Company, however, the CRO and any additional LM+Co Personnel shall operate under the direction of the Board, and LM+Co shall have no liability to the Company for any acts or omission of such persons other than caused by their gross negligence or willful misconduct.

#### Deliverables

Materials prepared in connection with our engagement hereunder ("Deliverables") may contain factual data, the interpretation of which may change over the project term as more information or better understanding becomes available. The parties understand and acknowledge that LM+Co will **not** have an obligation, after the termination of this Agreement, to update the Deliverables as part of its Services hereunder in the event of such a change.

#### Limitations on Services

LM+Co's Services are limited to those specifically noted in this Agreement and do not include accounting, tax-related assistance or advisory services, except as specifically described herein. LM+Co shall not express any professional opinions on financial statements or

Café Enterprise  
February 16, 2018  
Page 3 of 10

perform attest procedures with respect to other information in conjunction with this engagement. LM+Co's Services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities or illegal acts. The accuracy and completeness of such information submitted by the Company to LM+Co for analysis, on which LM+Co relies and which will form the basis of LM+Co's conclusions, are the responsibility of the Company.

LM+Co's Services hereunder do not include preparing, auditing or otherwise attesting in any way (including without limitation, the accuracy, achievability, reliability, relevance, usefulness or other appropriateness) to the Company's financial projections, and the Company has not engaged LM+Co for that purpose. The parties acknowledge that the Company will remain at all times solely responsible for its financial projections (including preparation thereof), developing underlying assumptions and providing any disclosure related thereto. To the extent that, during the performance of Services hereunder, LM+Co is required to consider the Company's financial projections, the parties acknowledge that LM+Co's procedures with respect to such projections do not constitute an examination in accordance with procedures established by the American Institute of Certified Public Accountants and do not and are not intended to provide any assurance on any aspect of such projections, including, without limitation, the reasonableness of the assumptions underlying such projections, nor do they provide assurance that LM+Co might not become aware of significant matters affecting the reasonableness of the projections that might be disclosed by more extensive procedures. There will usually be differences between projected and actual results, and those differences may be material. The parties understand and agree that LM+Co will have no responsibility or liability relating to any such differences.

#### Fees and Expenses

LM+Co understands that all amounts payable under this Agreement will be paid directly by the Company.

1. Retainer: In connection with the execution of this Agreement, LM+Co is to receive a \$12,500 retainer (the "Retainer"). The Retainer is not intended to represent an estimate of the total fees and expenses to be paid to LM+Co during the course of the engagement. Rather, except as set forth below, LM+Co shall hold the Retainer until the conclusion of the engagement, at which time the final billing shall be applied against it, with any excess being returned to the Company.
2. Compensation for Restructuring Services:
  - a. Monthly Base Fee for CRO Services: As compensation for providing the Services hereunder, LM+Co shall be entitled to non-refundable professional fees of \$12,500 per month (the "Monthly Base Fee") effective on the Commencement Date of the Agreement.

Café Enterprise  
February 16, 2018  
Page 4 of 10

The Monthly Base Fee for CRO Service includes time incurred exclusively by the CRO who will not be based at the Company, but will allocate sufficient hours to fulfill the LM+Co Services and Responsibilities.

- b. **Monthly Additional Personnel Hourly Fees:** In addition to the Monthly Base Fee, any time incurred by additional personnel will be billed at LM+Co's standard hourly rates. Additional personnel will be added only with the prior written consent of the Board.

i. Managing Directors	\$695
ii. Directors	\$550
iii. Vice Presidents	\$475
iv. Senior Associates	\$425
v. Associates	\$375
vi. Analyst	\$300

At the end of each month, LM+Co shall furnish to the Company copies of an invoice for the total Monthly Fee(s) in respect of that month. The Monthly Base Fee will be prorated for February 2018, and any partial month of services after the commencement date and may be adjusted from time to time by mutual written agreement between the Company and LM+Co. The Monthly Base Fee will be billed and immediately payable, via check or electronic funds transfer ("EFT") on the last day of each month.

The Additional Personnel Hourly Fees shall be billed and immediately payable, by check or EFT, on a weekly basis each Friday, reflecting any Additional Personnel Hourly Fees for the prior week.

The Retainer will be applied against the Monthly Fees and Out-of-Pocket Expenses Invoice and replenished upon receipt of payment of the Invoice Amounts previously offset against the Retainer. LM+Co reserves the right to suspend further Services until the Retainer is restored. In the event that LM+Co so suspends its Services, LM+Co shall not be responsible or liable for any resulting loss, damage or expense due to such suspension.

3. **Out-of-Pocket Expenses:** Customary and reasonable out-of-pocket expenses (the "Out-of-Pocket Expenses") shall be payable, by check or EFT, not later than the fifth business day after LM+Co has furnished to the Company copies of an invoice for reimbursement thereof. It is our intention to submit invoices for reimbursement of out-of-pocket expenses monthly. Out of pocket expenses in excess of \$1000 need to be pre-approved by board of directors.

#### Conflicts

LM+Co has performed an internal search for any potential conflicts of interest based on its understanding of the various parties involved in this matter, and such search has not revealed any relationships that it believes would conflict with its engagement hereunder.

Café Enterprise  
February 16, 2018  
Page 5 of 10

The Company, however, is aware of LM+Co's business relationships with Madison Capital Funding, LLC and has confirmed that those current relationships do not pose a conflict in relation to LM+Co's retention for this matter.

Should any potential conflict pertaining to LM+Co's engagement hereunder come to the attention of any party hereto, such party shall immediately advise the others. Nothing contained herein should be construed to be a waiver of any potential conflict pertaining to LM+Co that may come to the attention of any party hereto. LM+Co reserves the right to terminate this engagement at any time, if a conflict of interest arises or becomes known to it that, in its judgment, would impair its ability to perform the Services objectively.

Without the express prior written consent of the Company, LM+Co agrees that it shall not undertake nor perform any services for any third party (including lenders or their advisors) in connection with any transaction/discussion/negotiation related to the Company.

#### Confidentiality

Any information supplied to LM+Co in connection with this Agreement shall be deemed to be confidential unless designated by the Company as not confidential, and LM+Co agrees to: (i) protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. This paragraph shall not apply to information that is (a) publicly known, (b) already known to LM+Co from a source other than the Company, who is under no obligation of confidentiality to the Company, or (c) independently developed without using any confidential information.

Confidential information may be disclosed pursuant to a subpoena or other valid legal or administrative process only after LM+ Co has provided the Company reasonable notice of such process and with an opportunity to quash, modify, or otherwise contest such process (and LM+Co shall cooperate with such efforts, at the Company's expense), and only insofar as is necessary to comply with such process. Subject to the foregoing, LM+Co may disclose the Company's confidential information to LM+Co's subcontractors and affiliates on a "need to know" basis, provided that they have been informed of the confidential nature of the information and have agreed to comply with these confidentiality provisions. LM+Co retains the right in any event to use for any purpose whatsoever the ideas, concepts, techniques, industry data and know-how used or developed in the course of this Agreement, except in each case, to the extent that the foregoing constitutes confidential information or trade secrets. Each party agrees that, to the extent consistent with the confidentiality provisions set forth in this Agreement, any document or information contemplated by this Agreement may be communicated by fax, e-mail (including e-mail exchanged via Internet media) and voicemail communications as well as other means of communication used or accepted by the other.

Café Enterprise  
February 16, 2018  
Page 6 of 10

### Indemnification for the CRO

The parties agree that the CRO will be entitled to the benefit of the most favorable indemnities provided by the Company to its officers and directors, whether under the Company's by-laws, certificates of incorporation, by contract or otherwise. This Agreement is a supplement to and in furtherance of the indemnification provided to officers and directors in the Company's by-laws, certificate of incorporation, by contract or otherwise, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of the CRO thereunder. The Company agrees that the CRO will be covered under the Company's policy for directors' and officers' ("D&O") insurance and will, within 30 days of the Commencement Date, provide written confirmation of said coverage. The Company agrees to maintain D&O insurance coverage for the CRO for so long as he shall serve as CRO and for the period through which claims can be made against the CRO. In the event of a claim related to the fact that the CRO is or was a director or officer of the Company, the Company shall give prompt notice of such claim to the insurer in accordance with the procedures set forth in the D&O insurance policy and shall thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of the CRO, all amounts payable as a result of such claim in accordance with the terms of the D&O insurance policy.

For the avoidance of doubt, the provisions of this Section are contractual in nature and no change in the Company's by-laws, certificates of incorporation or other organizational documents shall negatively affect either the CRO or LM+Co's rights hereunder; provided, that, to the extent a change in the Company's organizational documents or in Delaware law permits greater indemnification than would be afforded currently under the organizational documents and this Agreement, it is the intent of the parties hereto that LM+Co and the CRO shall enjoy by this Agreement the greater benefits afforded by such change. The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which LM+Co or the CRO may at any time be entitled under applicable law, the certificate of incorporation of the Company, the by-laws of the Company, any agreement, a vote of stockholders or a resolution of directors of the Company, or otherwise.

The Indemnification for the CRO provisions contained in this Agreement shall survive the termination or expiration of this Agreement for any reason.

### Non-Solicitation

The Company and LM+Co mutually agree that, without the prior written consent of the other, neither LM+Co nor the Company, their representatives, and any other person or entity acting on behalf of or in concert with as a either party to this Agreement, shall not permit, on behalf of either party, any of their affiliates, or any other person or entity, for a period (the "Non-Solicitation Period") beginning of the date of this Agreement and ending on the first anniversary of the termination of LM+Co's engagement under this Agreement, directly or indirectly, to solicit for employment or engagement as an independent contractor or otherwise, or employ or engage, any person who is employed or engaged by the Company and/or LM+Co or any of its affiliates at any time during the Non-Solicitation Period. You acknowledge that a breach of the immediately preceding sentence will result in irreparable

Café Enterprise  
February 16, 2018  
Page 7 of 10

**injury to the other party or its affiliates for which monetary damages alone would not be an adequate remedy. Therefore, in the event of a breach or threatened breach thereof, the injured party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach, without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. Both LM+Co and the Company acknowledge that affiliates of both parties and other clients are intended beneficiaries of the provisions of this paragraph.**

#### **Termination of Engagement**

**Both the Company and LM+Co shall have the right to terminate LM+Co's Services upon ten (10) days' prior written notice to the other. Upon such termination, the Company shall remain obligated to pay LM+Co: (i) any unpaid Monthly Base Fee and Additional Personnel Hourly Fee due as of the date of termination, (ii) any current Monthly Base Fee and Additional Personnel Hourly Fee pro-rated to the effective date of the termination, and (iii) all Out-of-Pocket expenses hereunder incurred on or before the effective date of such termination. In addition, the Indemnification and Statement of Limitation provisions contained in Annex A hereto shall survive any such termination and are incorporate herein by reference and made a part of this Agreement.**

#### **Complete Agreement; Amendments; Governing Law; Sole Benefit**

**This Agreement (including the Annex) and the Confidentiality Agreement between the parties hereto (a) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any other communications, understandings or agreements (both written and oral) among the parties with respect to the subject matter hereof, and (b) may be modified, amended or supplemented only by written agreement among all the parties hereto.**

**This Agreement and all controversies arising from or related to performance hereunder shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be executed and performed within such state. The parties hereby submit to the jurisdiction of and venue in the federal and state courts located in New Jersey and waive any right to trial by jury in connection with any dispute related to this Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.**



Café Enterprise  
February 16, 2018  
Page 8 of 10

Please confirm the foregoing is in accordance with your understanding by signing and returning a copy of this Agreement, whereupon it shall become binding and enforceable in accordance with its terms.

Very truly yours,

**Loughlin Management Partners + Company**

By   
John Sordillo, Managing Director

Date February 16, 2018

Accepted and agreed to as of the date first above written:

**Café Enterprises, Inc.**

By \_\_\_\_\_  
Eric Easton  
Chief financial Officer

Date \_\_\_\_\_

Café Enterprise  
February 16, 2018  
Page 8 of 10

Please confirm the foregoing is in accordance with your understanding by signing and returning a copy of this Agreement, whereupon it shall become binding and enforceable in accordance with its terms.

Very truly yours,

**Loughlin Management Partners + Company**

By \_\_\_\_\_ Date \_\_\_\_\_  
**John Sordillo, Managing Director**

Accepted and agreed to as of the date first above written:

**Café Enterprises, Inc.**

By  \_\_\_\_\_ Date 2-16-2018  
**Eric Easton**  
**Chief financial Officer**

Café Enterprise  
February 16, 2018  
Page 9 of 10

## **ANNEX A**

### **INDEMNIFICATION and STATEMENT OF LIMITATIONS**

As LM+Co is performing the Services for the benefit of the Company, the Company shall indemnify the Chief Restructuring Officer, LM+Co and its affiliates (including past, present or future partners, principals and personnel of each of them) (collectively called the "Indemnified Persons") against all costs, fees, expenses, damages, and liabilities (including defense costs) associated with any third party claim relating to or arising as a result of the Services ("Losses"), the Company's use or disclosure of the Deliverables, or this Agreement. This provision is intended to apply regardless of the nature of any claim (including contract, statute, any form of negligence, whether of the Company, LM+Co, or others, tort, strict liability or otherwise), except to the extent such Losses are determined to be the result of LM+Co's bad faith, gross negligence or willful misconduct.

The Company shall not, without LM+Co's prior written consent (which will not be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification could reasonably be sought hereunder (whether or not LM+Co or any other Indemnified Person is an actual or potential party to such claim, action, or proceeding), if such settlement, compromise, or consent does not include an unconditional release of each Indemnified Person from all liability arising out of such claim, action, or proceeding. The Company shall not be liable hereunder to any Indemnified Person for any amount paid or payable in the settlement of any action, proceeding or investigation entered into without its written consent.

Upon receipt by an Indemnified Person of actual notice of a proceeding against such Indemnified Person in respect of which indemnity may be sought hereunder, such Indemnified Person shall promptly notify the Company with respect thereto. In addition, an Indemnified Person shall promptly notify the Company after any action is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such Indemnified Person in respect of which indemnity may be sought hereunder. In any event, failure to notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall have been materially prejudiced by such failure.

To the extent it wishes, the Company shall be entitled to participate, as well as assume, the defense of any action that is the subject of the proceeding in respect of which indemnity may be sought with counsel reasonably satisfactory to the Indemnified Person, and, if it elects to do so, the Company shall be thereafter relieved of any further obligation for the payment of the fees and expenses of the Indemnified Person's counsel, provided, however, that the Indemnified Person shall be entitled to continued separate counsel at such Indemnified Person's own expense.

In the event that any LM+Co personnel are requested or required to appear as a witness in connection with any action, claim or proceeding for which indemnification is available hereunder, to the extent permitted by law, the Company shall reimburse LM+Co for all

Café Enterprise  
February 16, 2018  
Page 10 of 10

reasonable out-of-pocket expenses incurred by it in connection with such personnel appearing and preparing to appear as a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel, and to compensate LM+Co in an amount to be mutually agreed upon per person per day for each day that such personnel is involved in preparation, discovery proceedings or testimony pertaining to such action, claim or proceeding.

LM+Co's total aggregate liability to the Company relating to this Agreement shall in no event exceed the fees LM+Co receives hereunder for the portion of the work giving rise to liability, except for liability for bad faith, gross negligence or willful misconduct, which will not be so limited. In no event shall LM+Co have any responsibility for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). This paragraph shall apply regardless of the nature of any claim(s) (including contract, statute, any form of negligence, tort, strict liability or otherwise), regardless of any failure of the essential purpose of any remedy and whether or not LM+Co was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined to be prohibited by applicable law.

The Indemnification and Limitation of Liability provisions contained in this Annex A shall survive the termination or expiration of this Agreement for any reason.

Accepted and agreed to as of the date first above written:

Café Enterprises, Inc.

By

  
\_\_\_\_\_  
Eric Easton  
Chief Financial Officer

Date

2-16-2018

LOUGHLIN  
MANAGEMENT PARTNERS+CO



Results. Period.

**STRICLTY CONFIDENTIAL**

June 8, 2018  
Mr. Eric Easton  
Chief Financial Officer  
Café Enterprises, Inc.  
4324 Wade Hampton Blvd  
Taylors, SC 29687

Re: Addendum 1 to Loughlin Management Partners & Co, Inc. Retention by Café Enterprises, Inc.

Dear Mr. Easton:

This agreement (the "Addendum I") amends certain sections of the Executed Agreement (the "Original Agreement") between Café Enterprises, Inc. ("Café" or the "Company") and Loughlin Management Partners & Co, Inc. ("LM+Co"), specifically the retention of its employee Managing Director John Sordillo, as Chief Restructuring Officer ("CRO") by Café, dated and executed by both parties on February 16, 2018, 2017, (the "Original Commencement Date"). Both parties agree that all terms set forth in the Original Agreement, including but not limited to Confidentiality, Company Responsibilities, Limitations on Services, Risk Allocation and Indemnification, will remain in effect throughout LM+Co's continued engagement with the Company, unless otherwise provided in this Addendum or any further written amendment signed by both parties. For avoidance of doubt, in the event of any conflict between the Original Agreement and this Addendum, the Original Agreement shall control. The Addendum contemplates an expansion of the scope of services described in the Engagement Letter as follows:

LM+Co Services and Responsibilities

In addition to the services described in the Original Agreement, the CRO shall:

1. Assist Management with the development of strategic options including refinancing and other potential restructuring scenarios;
2. Assist Management with the preparation for any formal bankruptcy filing;
3. Assist Management with development and negotiation of any plans of reorganization;
4. Assist Management with the preparation of information required by any bankruptcy court and proceeding including the preparation of materials required for filing of first day orders, budgets,

Café Enterprises, Inc.  
June 8, 2018  
Page 2 of 2

- statements of financial affairs and related schedules or any other materials deemed necessary and agreed to with management and any counsel retained by the Company; and
5. Provide any other services, as reasonably requested by Management and or the Board of Directors of the Company and agreed to, in writing, by both parties.

Fees and Expenses

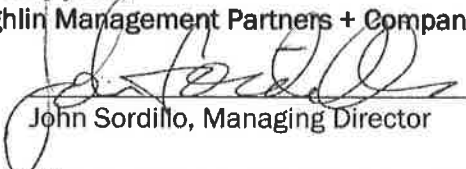
All incremental services provided for in this Addendum, including any services provided by Mr. Sordillo in his capacity as CRO that exceed the original scope of the Original Agreement, will be compensated at the following hourly rates above and beyond the \$12,500 per month compensation (the "Monthly Base Fee") for the CRO as detailed in the Engagement Letter.

I. Managing Director (including CRO)	\$695
II. Directors	\$550
III. Vice Presidents	\$475
IV. Senior Associates	\$425
V. Associates	\$375
VI. Analyst	\$300

This Addendum shall be binding upon the parties and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Neither party may assign this Agreement without the prior written consent of the other party.

Please confirm the foregoing is in accordance with your understanding by signing and returning a copy of this Amendment, whereupon it shall become binding and enforceable in accordance with its terms and the terms of the Engagement Letter.

Very truly yours,  
Loughlin Management Partners + Company

By   
John Sordillo, Managing Director

Date 6/12/2018

Accepted and agreed to as of the date of the letter:

Café Enterprises, Inc.

By   
Eric Easton  
Chief Financial Officer

Date June 12, 2018