<u>COMMISSIONERS</u> DOUG LITTLE - Chairman **BOB STUMP BOB BURNS** TOM FORESE ANDY TOBIN





PATRICIA L. BARFIELD Director Corporations Division

CRGE MESA, LLC

ARIZONA CORPORATION COMMISSION

Date April 12, 2016

CRGE MICHIGAN, LLC 4550 E BELL RD #150 PHOENIX, AZ 85032

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 04/12/2016 as agent for CRGE MICHIGAN, LLC:

Case etal,	caption: REWARDS NETWORK ESTABLISHMENT SERVICES, INC V.	CRGE MESA, LL
	number: 2016 L 000069 Court: IN THE CIRCUIT COURT OF COOK CO TY DEPARTMENT- LAW DIVISION	DUNTY, ILLINOIS
	Summons	
	Complaint	
	Subpoena	
	Subpoena Duces Tecum	
	Default Judgment	
	Judgment	
	Writ of Garnishment	
	Motion For Summary Judgment	
	Motion for	
\boxtimes	Other MOTION FOR ORDER OF DEFAULT, RE-NOTICE OF MOTION,	
Sincer	rely,	
•	B. Griffin	
ひいろいり	dian of Records	

Rec08.doc

Initials MLB

File number L-1529013-0

Rev 10/09

COMMISSIONERS
DOUG LITTLE - Chairman
BOB STUMP
BOB BURNS
TOM FORESE
ANDY TOBIN



JODI JERICH Executive Director

PATRICIA L. BARFIELD
Director
Corporations Division

ARIZONA CORPORATION COMMISSION

CERTIFICATE OF MAILING

The undersigned person certifies the following facts:

On **April 12, 2016, MARY LEE BLAIR**, an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC service of the following documents upon the ACC as agent for **CRGE MICHIGAN, LLC**.

("ACC' agent	"), rece for CR G	ived on behalf of the ACC sel BE MICHIGAN, LLC.	rvice oi	the londwing documents upon the rise us
Case ca Case no Court: DIVISIO	umber: :	2048 000089		SERVICES, INC v. CRGE MESA, LLC etal,
	Summo	ons		Default Judgment
	Compla	aint		Judgment
	Subpo	ena		Writ of Garnishment
	Subpo	ena Duces Tecum		
	Motion	For Summary Judgment		
	Motion	for		
\boxtimes	Other	MOTION FOR ORDER OF DEFAL	JLT, RE-	NOTICE OF MOTION,
CRGE	MICHIG	ress, as follows: SAN, LLC RD #150 85032		
			OR	
The u	ındersig	ned was unable to mail the	above I	isted documents to
becau Arizo busin	na, and	t entity is not a registered co the Arizona Corporation Cor	rporation mmissio	on or limited liability company in the State of on has no record of its known place of
Print		d certify under penalty of pere: MARY LEE BLAIR		at the foregoing is true and correct. : April 12, 2016 Company of the content

1300 WEST WASHINGTON, PHOENIX, ARIZONA 85007-2929 / 400 MEST CONGRESS STREET, SUITE #221, TUCSON, ARIZONA 85701-1347

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION'S

REWARDS NETWORK
ESTABLISHMENT SERVICES INC.,

Plaintiff.

v.

CRGE MESA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE COLORADO, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE MICHIGAN, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOXBOROUGH, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE CINCINNATI, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE RANCHO CUCAMONGA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE FOLSOM, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE ILLINOIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEWPORT NEWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE SYRACUSE. LLC, CRGE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ALABAMA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE HOUSTON. LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE OXNARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE POTOMAC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE MINNEAPOLIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ORLANDO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE CITYNORTH. LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE BOISE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE NEW ORLEANS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; and DEBBIE CORVO, an individual.

Defendants.

Case No. 2016 L 000069

Amount: \$388,742.71

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RE-NOTICE OF MOTION

To: See Attached Service List

PLEASE TAKE NOTICE that on _______, 2016 at _______, 2016 mm. or as soon thereafter as counsel may be heard, we shall appear before the Judge James E. Snyder in the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, Room 2001 and shall then and there present an Plaintiff's Motion for Order of Default, a copy of which was previously sent.

Respectfully submitted,

Зу: ____

Timothy L. Binetti
Nicole H. Daniel
DINSMORE & SHOHL LLP
227 W. Monroe St., Suite 3850
Chicago, IL 60606
(312) 428-2723
Firm No. 58012
timothy.binetti@dinsmore.com
nicole.daniel@dinsmore.com

Attorney for Rewards Network Establishment Services Inc.

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PROOF OF SERVICE

The undersigned on oath states that I served this notice by regular mail to the party to whom it is directed on or before the hour of 5:00 p.m. on April 1, 2016 with proper postage. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the information set forth in the Proof of Service is true and correct.

SERVICE LIST

CRGE MESA, LLC d/b/a Toby Keith's I love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE MICHIGAN, LLC d/b/a Toby Keith's I love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

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Debbie Corvo 5779 E. Hedgehog Place Scottsdale, AZ 85266

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION

REWARDS NETWORK
ESTABLISHMENT SERVICES INC.,

Plaintiff,

CRGE MESA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE COLORADO, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE MICHIGAN, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE FOXBOROUGH, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE CINCINNATI, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE RANCHO CUCAMONGA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOLSOM, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ILLINOIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE NEWPORT NEWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE SYRACUSE, LLC, CRGE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ALABAMA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE HOUSTON, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE OXNARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE POTOMAC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE MINNEAPOLIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE ORLANDO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE CITYNORTH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE BOISE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEW ORLEANS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; and

Defendants.

DEBBIE CORVO, an individual.

Case No. 2016 L 000069

Amount: \$388,742.71

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AMENDED NOTICE OF MOTION

To: See Attached Service List

PLEASE TAKE NOTICE that on April 25, 2016 at 2:30 p.m. or as soon thereafter as counsel may be heard, we shall appear before the Judge James E. Snyder in the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, Room 2001 and shall then and there present an Plaintiff's Motion for Order of Default, a copy of which was previously sent.

Respectfully submitted,

19

Timothy L. Binetti Nicole H. Daniel

DINSMORE & SHOHL LLP

227 W. Monroe St., Suite 3850

Chicago, IL 60606

(312) 428-2723

Firm No. 58012

timothy.binetti@dinsmore.com

nicole.daniel@dinsmore.com

Attorney for Rewards Network Establishment Services Inc.

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PROOF OF SERVICE

The undersigned on oath states that I served this notice by regular mail to the party to whom it is directed on or before the hour of 5:00 p.m. on April 12, 2016 with proper postage. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the information set forth in the Proof of Service is true and correct.

SERVICE LIST

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c/o Arizona Corporation Commission

1300 W. Washington St.

Phoenix, AZ 85007

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DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATEMENT FOR SERVICE OF PROCESS

ENTITY NAME - give the	exact name of the corporation or LLC	as currently shown in A.C.C. records:
CRGE MICHIGAN, LLC	d/b/a Toby Keith's I love This Bar and	Grill
A.C.C. FILE NUMBER: L. Find the A.C.C. file number on the	15290130 upper corner of filed documents OR on our website a	t: http://www.azcc.gov/Divisions/Corporations
knowledge, and belief, the at	ertify under the penalty of perjury bove-named entity has either falled to a gent at the statutory agent address	appoint a statutory agent or
Stat Dewl	Nicole H. Daniel Printed Name	4/06/2016 Date

Service of process fee: \$25.00	Mail:	Arizona Corporation Commission - Records Section 1300 W. Washington St., Phoenix, Arizona 85007
All fees are nonrefundable.	Fax:	602-542-3414

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.

If you have questions after reading the Instructions, please cell 602-542-3026 or (within Arizona only) 800-345-5819.

Corporate Maintenance

04/12/2016 State of Arizona File Number: L-1529013-0 Corp. Name: CRGE MICHIGAN LLC	Public Access System 8:44 A
Domestic Address 4550 E BELL RD STE 150	Second Address
PHOENIX, AZ 85032	
Agent: GREGORY E MCCLURE	Domicile: ARIZONA
Status: APPOINTED 09/14/2012	County: MARICOPA
Mailing Address:	Corporation Type: DOMESTIC L.L.C.
4550 E BELL RD STE 150	Life Period: PERPETUAL
	Incorporation Date: 05/28/2009
	Approval Date: 06/03/2009
PHOENIX, AZ 85032	Last A/R Received: /
Agent Last Updated: 08/22/2012	Date A/R Entered:
•	Next Report Due:
Business Type:	· -

NO CORPORATIONS RECORD FOUND FOR THIS FILE NUMBER. (A010)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION

Case No. 2016 L 000069

Amount: \$388,742.71

REWARDS NETWORK ESTABLISHMENT SERVICES INC.,

Plaintiff.

٧.

CRGE MESA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE COLORADO, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE MICHIGAN, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOXBOROUGH, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE CINCINNATI, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE RANCHO CUCAMONGA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOLSOM, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ILLINOIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEWPORT NEWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE SYRACUSE, LLC, CRGE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ALABAMA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE HOUSTON, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE OXNARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE POTOMAC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE MINNEAPOLIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ORLANDO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE CITYNORTH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE BOISE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEW ORLEANS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; and DEBBIE CORVO, an individual.

Defendants.

RECEIVED

APR 0 5 2016

ARIZONA CORP. COMMISSION CORPORATIONS DIVISION

g make the first of

MOTION FOR ORDER OF DEFAULT

Plaintiff Rewards Network Establishment Services Inc. ("RN"), by and through its attorneys, Dinsmore & Shohl LLP, hereby moves this Court pursuant to 735 ILCS 5/2-1301(d) for an Order of Default against Defendants CRGE Mesa, LLC, an Arizona limited liability company; CRGE Colorado, LLC, an Arizona limited liability company; CRGE Michigan, LLC, an Arizona limited liability company; CRGE Foxborough, LLC, an Arizona limited liability company; CRGE Cincinnati, LLC, an Arizona limited liability company; CRGE Rancho Cucamonga, LLC, an Arizona limited liability company; CRGE Folsom, LLC, an Arizona limited liability company; CRGE Illinois, LLC, an Arizona limited liability company; CRGE Newport News, LLC, an Arizona limited liability company; CRGE Syracuse, LLC, an Arizona limited liability company; CRGE Peoria, LLC, an Arizona limited liability company; CRGE Alabama, LLC, an Arizona limited liability company; CRGE Houston, LLC, an Arizona limited liability company; CRGE Oxnard, LLC, an Arizona limited liability company; CRGE Potomac, LLC, an Arizona limited liability company; CRGE Minneapolis, LLC, an Arizona limited liability company; CRGE Orlando, LLC, an Arizona limited liability company; CRGE Citynorth, LLC, an Arizona limited liability company; CRGE Boise, LLC, an Arizona limited liability company; CRGE New Orleans, LLC, an Arizona limited liability company; ("Related Entity"), collectively, the "Defendants") and Debbie Corvo, an individual ("Corvo") for failure to appear, answer, or otherwise plead to Plaintiff's Verified Complaint. In support thereof, Plaintiff states as follows:

1. Plaintiff filed its Verified Complaint for Breach of Contract and Breach of Guaranty ("Complaint") on January 5, 2016. A true and correct copy of the Complaint is attached hereto as Exhibit 1.

- 2. On January 31, 2016, Defendant Debbie Corvo was served with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 2.
- 3. Corvo was required to file a written appearance by March 1, 2016. As of the date of filing for this Motion for Order of Default, no appearance has been filed. A Certificate of Default is attached as Exhibit 3.
- 4. After diligent efforts were made to serve the Defendants through the registered agent, Plaintiff completed service through the Arizona Corporate Commission. True and correct copies of the Non-service affidavits are attached hereto as Exhibit 4.
- 5. On February 19, 2016, Defendant CRGE Mesa, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 5.
- 6. On February 19, 2016, CRGE Colorado, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 6.
- 7. On February 19, 2016, CRGE Michigan, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 7.
- 8. On February 19, 2016, CRGE Foxborough, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and

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the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 8.

- 9. On February 19, 2016, CRGE Cincinnati, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 9.
- 10. On February 19, 2016, CRGE Rancho Cucamonga, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 10.
- 11. On February 19, 2016, CRGE Folsom, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 11.
- 12. On February 19, 2016, CRGE Illinois, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 12.
- 13. On February 19, 2016, CRGE Newport News, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 13.
- 14. On February 19, 2016, CRGE Syracuse, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and

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the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 14.

- 15. On February 19, 2016, CRGE Peoria, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 15.
- 16. On February 19, 2016, CRGE Alabama, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 16.
- 17. On February 19, 2016, CRGE Houston, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 17.
- 18. On February 19, 2016, CRGE Oxnard, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 18.
- 19. On February 19, 2016, CRGE Potomac, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 19.
- 20. On February 19, 2016, CRGE Minneapolis, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and

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the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 20.

- 21. On February 19, 2016, CRGE Orlando, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 21.
- 22. On February 19, 2016, CRGE Citynorth, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 22.
- 23. On February 19, 2016, CRGE Boise, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission with an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 23.
- 24. On February 19, 2016, CRGE New Orleans, LLC, an Arizona limited liability company was served through the Arizona Corporate Commission an Alias Summons and the Complaint. A true and correct copy of the Affidavit of Service is attached hereto as Exhibit 24.
- 25. The Related Entities were required to file a written appearance by March 20, 2016. As of the date of filing for this Motion for Order of Default, no appearance has been filed. A Certificate of Default is attached as Exhibit 3.
- 26. It has also been more than thirty (30) days since Defendants were served with a copy of the Verified Complaint, and, as of the filing of this Motion for Order of Default, no answer or response to the Complaint has been filed on behalf of the Defendants.
 - 27. After diligent efforts, Plaintiff does not possess information indicating that the

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Defendant, Debbie Corvo is currently on active duty in the United States Military. An affidavit of military is attached as Exhibit 25.

28. That based upon Defendants' failure to timely file an appearance, answer, or response to Plaintiff's Verified Complaint, Defendants are in default, and an Order of Default should be entered against them.

WHEREFORE, pursuant to 735 ILCS 5/2-1301(d) Plaintiff Rewards Network Establishment Services, Inc., respectfully requests this court (1) enter an Order of Default against CRGE Mesa, LLC, an Arizona limited liability company; CRGE Colorado, LLC, an Arizona limited liability company; CRGE Michigan, LLC, an Arizona limited liability company; CRGE Foxborough, LLC, an Arizona limited liability company; CRGE Cincinnati, LLC, an Arizona limited liability company; CRGE Rancho Cucamonga, LLC, an Arizona limited liability company; CRGE Folsom, LLC, an Arizona limited liability company; CRGE Illinois, LLC, an Arizona limited liability company; CRGE Newport News, LLC, an Arizona limited liability company; CRGE Syracuse, LLC, an Arizona limited liability company; CRGE Peoria, LLC, an Arizona limited liability company; CRGE Alabama, LLC, an Arizona limited liability company; CRGE Houston, LLC, an Arizona limited liability company; CRGE Oxnard, LLC, an Arizona limited liability company; CRGE Potomac, LLC, an Arizona limited liability company; CRGE Minneapolis, LLC, an Arizona limited liability company; CRGE Orlando, LLC, an Arizona limited liability company; CRGE Citynorth, LLC, an Arizona limited liability company; CRGE Boise, LLC, an Arizona limited liability company; CRGE New Orleans, LLC, an Arizona limited liability company; and Debbie Corvo, an individual (2) set this matter for a date for Prove-up of damages; and/or (3) for such other relief as this Court deems just and reasonable.

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Respectfully submitted,

By:

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nicole.daniel@dinsmore.com

Attorney for Rewards Network Establishment Services Inc.

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Exhibit 1

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION

REWARDS NETWORK
ESTABLISHMENT SERVICES INC.,

Plaintiff.

v.

CRGE MESA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE COLORADO, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE MICHIGAN, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOXBOROUGH, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE CINCINNATI, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE RANCHO CUCAMONGA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOLSOM, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ILLINOIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEWPORT NEWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE SYRACUSE, LLC, CRGE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ALABAMA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE HOUSTON, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE OXNARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE POTOMAC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE LLC. MINNEAPOLIS. AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ORLANDO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE CITYNORTH. LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE BOISE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEW ORLEANS, LLC, AN ARIZONA COMPANY; and LIMITED LIABILITY DEBBIE CORVO, an individual.

Defendants.

Case No.

Amount: \$388,742.71

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CARCHIT CO-11 OF COOK
CLAN DIVISION

J016L000069 CALENDAR/ROOM V TIME 00:00 Breach of Contract

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VERIFIED COMPLAINT

Plaintiff Rewards Network Establishment Services Inc. ("RN"), by and through its attorneys, Dinsmore & Shohl LLP for its Verified Complaint seeking a money tradgment and other relief against Defendants CRGE Mesa, LLC, an Arizona limited liability company, CRGE Colorado, LLC, an Arizona limited liability company; CRGE Michigan, LLG an Arizona limited liability company; CRGE Foxborough, LLC, an Arizona limited liability company; CRGE Cincinnati, LLC, an Arizona limited liability company; CRGE Rancho Cucamonga, LLC, an Arizona limited liability company; CRGE Folsom, LLC, an Arizona limited liability company; CRGE Illinois, LLC, an Arizona limited liability company; CRGE Newport News, LLC, an Arizona limited liability company; CRGE Syracuse, LLC, CRGE Peoria, LLC, an Arizona limited liability company, CRGE Alabama, LLC, an Arizona limited liability company; CRGE Houston, LLC, an Arizona limited liability company; CRGE Oxnard, LLC, an Arizona limited liability company; CRGE Potomac, LLC, an Arizona limited liability company; CRGE Minneapolis, LLC, an Arizona limited liability company, CRGE Orlando, LLC, an Arizona limited liability company, CRGE Citynorth, LLC, an Arizona limited liability company; CRGE Boise, LLC, an Arizona limited liability company; CRGE New Orleans, LLC, an Arizona limited liability company; ("Related Entity", and collectively, the "Related Entities") and Debbie Corvo ("Guarantor"), states as follows:

SUMMARY OF LAWSUIT

1. This is a lawsuit brought by RN based on Related Entities' breach of Dining Credits Program Agreement entered into with RN and Guarantor's breach of her Personal Guaranty Agreement which she guaranteed the obligations of Related Entities owed to RN. Under the terms of the agreements at issue, Related Entities and Guarantor are obligated, jointly

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and severally, to RN in the amount of \$388,742.71. Accordingly, RN brings claims for breach of contract against Related Entities under its Dining Credits Program Agreement and against Guarantor on her Personal Guaranty Agreement.

ALLEGATIONS COMMON TO ALL COUNTS

The Parties

- 2. RN is a corporation duly organized under the laws of the State of Delaware, licensed and authorized to do business in the multiple states in the United States of America, which maintains its principal place of business at its offices located in Chicago, Cook County, Illinois. RN is authorized to do business in this State.
- 3. The Related Entities each own and operate or operated various restaurants under the brand of "Toby Keith's I Love This Bar and Grill" in various locations throughout the United States.
- 4. CRGE Mesa, LLC, is an Arizona limited liability company with its principal place of business in Phoenix, Arizona. CRGE Mesa, LLC was first registered with the Arizona Secretary of State in February 2008 and is licensed to transact business and did transact business in the state of Arizona. CRGE Mesa, LLC operated a restaurant in Arizona known as Toby Keith's I Love This Bar and Grill.
- CRGE Michigan, LLC was first registered with the Arizona Secretary of State in May 2009 and is currently in good standing.
- CRGE Minneapolis, LLC was first registered with the Arizona Secretary of State in April 2009 and is currently in good standing.
- CRGE Cincinnati, LLC was first registered with the Ohio Secretary of State in August 2009 and is licensed to transact business and did transact business in the state of Ohio.

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CRGE Cincinnati, LLC registered to conduct business in Arizona in November 2010. CRGE Cincinnati, LLC operated a restaurant in Ohio known as Toby Keith's I Love This Bar and Grill.

- 8. CRGE Foxborough, LLC was first registered with the Massachusetts Secretary of State in February 2010 and is licensed to transact business and did transact business in the state of Massachusetts. CRGE Foxborough, LLC registered to conduct business in Arizona in September 2009. CRGE Foxborough, LLC operated a restaurant in Massachusetts known as Toby Keith's I Love This Bar and Grill.
- 9. CRGE Rancho Cucamonga, LLC registered with the California Secretary of State in June 2010 and is licensed to transact business and did transact business in the state of California. CRGE Rancho Cucamonga, LLC registered to conduct business in Arizona in January 2010. CRGE Rancho Cucamonga, LLC operated a restaurant in California known as Toby Keith's I Love This Bar and Grill.
- 10. CRGE Folsom, LLC registered with the California Secretary of State in November 2011 and did transact business in the state of California. CRGE Folsom, LLC registered to conduct business in Arizona in February 2011. CRGE Folsom, LLC operated a restaurant in California known as Toby Keith's I Love This Bar and Grill.
- 11. CRGE Illinois, LLC registered with the Illinois Secretary of State in May 2012 and is licensed to transact business and did transact business in the state of Illinois. CRGE Illinois, LLC registered to conduct business in Arizona in October 2009. CRGE Illinois, LLC operated a restaurant in Illinois known as Toby Keith's I Love This Bar and Grill.
- 12. CRGE Newport News, LLC was first registered with the Virginia Secretary of State in February 2011 and is licensed to transact business and did transact business in the state of Virginia. CRGE Newport News, LLC registered to conduct business in Arizona in November

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- 2011. CRGE Newport News, LLC operated a restaurant in Virginia known as Toby Keith's I Love This Bar and Grill.
- 13. CRGE Syracuse, LLC registered with the New York Secretary of State in November 2011 and is licensed to transact business and did transact business in the state of New York. CRGE Syracuse, LLC registered to conduct business in Arizona in August 2011. CRGE Syracuse, LLC operated a restaurant in New York known as Toby Keith's I Love This Bar and Grill.
- 14. CRGE Colorado, LLC registered with the Colorado Secretary of State in March 2010 and is licensed to transact business and did transact business in the state of Colorado. CRGE Colorado, LLC registered to conduct business in Arizona in September 2009. CRGE Colorado, LLC operated a restaurant in Colorado known as Toby Keith's I Love This Bar and Grill.
- 15. CRGE Peoria, LLC was first registered with the Arizona Secretary of State in February 2011 and is licensed to transact business and did transact business in the state of Arizona. CRGE Peoria, LLC operated a restaurant in Arizona known as Toby Keith's I Love This Bar and Grill.
- 16. CRGE Alabama, LLC was first registered with the Alabama Secretary of State in July 2012 and is licensed to transact business and did transact business in the state of Alabama. CRGE Alabama, LLC registered to conduct business in Arizona in July 2012. CRGE Alabama, LLC operated a restaurant in Alabama known as Toby Keith's I Love This Bar and Grill.
- CRGE Potomac, LLC registered with the Virginia Secretary of State in August
 and is licensed to transact business and did transact business in the state of Virginia. CRGE

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Potomac, LLC registered to conduct business in Arizona in July 2010. CRGE Potomac, LLC operated a restaurant in Virginia known as Toby Keith's I Love This Bar and Grill.

- 18. CRGE Houston, LLC registered with the Texas Secretary of State in August 2013 and is licensed to transact business and did transact business in the state of Texas. CRGE Houston, LLC registered to conduct business in Arizona in May 2012. CRGE Texas, LLC operated a restaurant in Texas known as Toby Keith's I Love This Bar and Grill.
- 19. CRGE Oxnard, LLC registered with the California Secretary of State in June 2013 and is licensed to transact business and did transact business in the state of California. CRGE Oxnard, LLC registered to conduct business in Arizona in December 2012. CRGE Oxnard, LLC operated a restaurant in California known as Toby Keith's I Love This Bar and Grill.
- 20. CRGE Citynorth, LLC was first registered with the Arizona Secretary of State in September 2013 and is licensed to transact business and did transact business in the state of Arizona. CRGE Citynorth, LLC operated a restaurant in Arizona known as Toby Keith's I Love This Bar and Grill.
- 21. CRGE Boise, LLC registered with the Idaho Secretary of State in October 2013 and is licensed to transact business and did transact business in the state of Idaho. CRGE Boise, LLC registered to conduct business in Arizona in September 2013. CRGE Boise, LLC operated a restaurant in Idaho known as Toby Keith's I Love This Bar and Grill.
- 22. CRGE Orlando, LLC registered with the Florida Secretary of State in July 2014 and is licensed to transact business and did transact business in the state of Florida. CRGE Orlando, LLC registered to conduct business in Arizona in May 2009. CRGE Orlando, LLC operated a restaurant in Florida known as Toby Keith's I Love This Bar and Grill.

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- 23. CRGE New Orleans, LLC was first registered with the Arizona Secretary of State in July 2012 and is currently in good standing.
- 24. Debbie Corvo, Guarantor, is a citizen and resident of the State of Arizona and is the sole member of Boomtown Entertainment, LLC, an Arizona limited liability company, which is the sole member of each of the Related Entities.

Jurisdiction and Venue

- 25. Jurisdiction in this Court is proper as the parties have agreed that for all actions, suits, or proceedings directly or indirectly arising out of or related to the agreement, the exclusive forum shall be the state court located in Cook County, Illinois or the United States District Court for the Northern District of Illinois. (See Exhibit A at Section 13.13, Exhibit B at ¶ 8 and Exhibit C at ¶ 12).
 - 26. This Court has subject matter jurisdiction over this action.
- 27. Venue of this matter is proper as the parties have irrevocably submitted to its jurisdiction and consent to this Court as the exclusive forum. (See id.)

Factual Background/General Allegations

- 28. RN is in the business of providing incentives and rewards to its members through its loyalty program based upon their purchases of meals at participating restaurants.
- 29. RN's members obtain rewards, rebates and other benefits when those members patronize participating restaurants.
- 30. As part of this arrangement, RN provides marketing services on behalf of participating restaurants which is designed to increase incremental traffic from RN members at the participating restaurant. In addition to the marketing services provided by RN, participating restaurants receive RN's business intelligence and loyalty services.

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- 31. In addition to receiving marketing, business intelligence and loyalty services, restaurants participating on RN programs may participate in RN's "Dining Credits Program" in which RN purchases certain of the participating restaurant's future credit card receivables, tracked as "Dining Credits," which are then redeemed by RN's members when they dine at the participating restaurant and pay for their meals using credit cards that are registered with RN.
- 32. RN provides a benefit to the member based upon the amount of dining credits redeemed for their dining transaction.
- 33. Under RN's "Dining Credits Program," it is intended that participating restaurants would benefit from incremental customer traffic, receiving upfront payment from RN for the purchase of the Dining Credits, marketing support and promotion, and development of customer frequency.

CRGE ("Related Entities")

- 34. On or about June 27, 2014, RN and Related Entities entered into a Dining Credits Program Agreement ("2014 DCPA"), whereby RN agreed to an advance purchase of \$1,375,000.00 in Dining Credits from Related Entities in exchange for a payment to Related Entities in the amount of \$1,000,000.00. (See Exhibit A, Section 4.2).
- 35. Because the delivery of goods and/or services to RN would occur over time and to induce RN to purchase the Dining Credits, Related Entities' obligations to RN under the 2014 DCPA was personally guaranteed by Guarantor, with her Personal Guaranty being executed on June 27, 2014 (See Exhibit B at pg. 2). The Personal Guaranty is absolute, unconditional, and irrevocable.

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- 36. Further on June 27, 2014, RN and Related Entities entered into a Security Agreement ("Agreement"), whereby Related Entities provided RN a security interest in all personal liability and fixtures owned by the Related Entities. (See Exhibit C).
- 37. The 2014 DCPA, Personal Guaranty and Agreement are collectively referred to as the "CRGE Agreements".
- 38. RN has performed all obligations required of it under the CRGE Agreements with Related Entities. The services rendered by RN pursuant to the CRGE Agreements were performed at the specific instance and request of Related Entities.
- 39. Related Entities did not perform its obligations under the CRGE Agreements. On or about September 11, 2015, Related Entities stopped payment on any and all debits related to RN's members dines without providing notice to RN, thereby preventing RN from redeeming its Dining Credits arising out of those dines.
- 40. These actions constituted a material breach of the CRGE Agreements, thereby entitling RN to discontinue its marketing and other services being performed for Related Entities and to pursue Related Entities and Guarantor for the damages caused by the material breach.
- 41. At the time of the breach, Related Entities has outstanding Dining Credits balance of \$390.755.54.
- 42. Pursuant to the specific terms of the 2014 DCPA, and a direct result of its breach of the 2014 DCPA as alleged herein, Related Entities was obligated to pay damages in the amount of \$413,742.71 which is an amount in cash equal to the outstanding Dining Credits balance multiplied by the ratio of the total Payment to the total Dining Credits under the Agreements, plus an additional fee equal to 15% of such amount, and includes \$3,292.62 in

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funds held by Related Entities in trust for RN that RN was unable to collect. (See Exhibit A, Section F, ¶ 2).

- 43. On or about November 9, 2015 RN received payment from Related Entities in the amount of \$25,000.00 in exchange for the assets owed by CRGE CityNorth, LLC.
- 44. After applying all just credits and deductions pursuant to the terms of the CRGE Agreements, Related Entities are obligated to RN damages for their breach of the CRGE Agreements in the amount of \$388,742.71.

COUNT I - Breach of Contract Against Related Entities

- 45. RN repeats and alleges the allegations of Paragraph 1 through 44 of this Verified Complaint as though fully set forth herein.
- 46. RN has demanded payment from Related Entities of the damages caused by virtue of its material breach and termination of the CRGE Agreements; however, Related Entities has refused such demand in breach of its obligations under the CRGE Agreements.

FOR RELIEF, Plaintiff Rewards Network Establishment Services Inc. requests judgment in its favor and against Defendants CRGE Mesa, LLC, an Arizona limited liability company; CRGE Colorado, LLC, an Arizona limited liability company; CRGE Michigan, LLC, an Arizona limited liability company; CRGE Cincinnati, LLC, an Arizona limited liability company; CRGE Cincinnati, LLC, an Arizona limited liability company; CRGE Rancho Cucamonga, LLC, an Arizona limited liability company; CRGE Folsom, LLC, an Arizona limited liability company; CRGE Illinois, LLC, an Arizona limited liability company; CRGE Newport News, LLC, an Arizona limited liability company; CRGE Syracuse, LLC, CRGE Peoria, LLC, an Arizona limited liability company; CRGE Alabama, LLC, an Arizona limited liability company; CRGE Houston, LLC, an Arizona limited liability company; CRGE Oxnard,

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LLC, an Arizona limited liability company; CRGE Potomac, LLC, an Arizona limited liability company; CRGE Minneapolis, LLC, an Arizona limited liability company; CRGE Orlando, LLC, an Arizona limited liability company; CRGE Citynorth, LLC, an Arizona limited liability company; CRGE Boise, LLC, an Arizona limited liability company; CRGE New Orleans, LLC, an Arizona limited liability company; awarding damages in the amount of \$388,742.71, plus court costs, and such other and further relief to which it may be justly entitled whether in law and/or in equity as this Court shall deem just, equitable and proper-

COUNT II - Breach of Guaranty Against Debbie Corvo

- 47. RN repeats and re-alleges paragraphs 1 through 46 of this Complaint as though fully set forth herein.
- 48. RN has made demand upon Guarantor to make payment to RN pursuant the Personal Guaranty Agreements that he executed, but Guarantor has refused to honor their guaranty obligations. For this reason, RN now brings this claim to recover from Guarantor the amounts that Related Entities are obligated to pay RN under the CGRE Agreements and that Guarantor is obligated to pay RN under the Personal Guaranty Agreements.

FOR RELIEF, Plaintiff, Rewards Network Establishment Services Inc. requests judgment in its favor and against Defendant Debbie Corvo, awarding damages in the amount of \$388,742.71, plus court costs, and such other and further relief to which it may be justly entitled whether in law and/or in equity as this Court shall deem just, equitable and proper.

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Respectfully submitted,

By:

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nicole.daniel@dinsmore.com

Attorneys for Rewards Network Establishment Services Inc.

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VERIFICATION

STATE OF Illinois §

COUNTY OF Cook §

Before me, the undersigned notary, on this day personally appeared Patricia L. Bunkley, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

"My name is Patricia L. Bunkley, I am capable of making this verification. I have read the Verified Complaint for Damages and the facts stated in it are true based upon the review of the transactions and records. The claim is due, and all just and lawful offsets and payments have been allowed."

Patricia L. Bunkley, for Rewards Network

Establishment Services Inc.

Sworn to and subscribed before me on _

2016 2015.

Notary Public in and for

the State of Illinois

My commission expires on: 1-27-19

OFFICIAL SEAL SYLVIA TERRY Notary Public - State of Minois My Commission Expires Jan 27, 2019

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EXHIBIT A

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2014 DINING CREDITS PROGRAM AGREEMENT

This 2014 Dining Credits Program Agreement (the "2014 DCPA") is entered into as of this 27th day of June, 2014 (the "Effective Date"), by and among Rewards Network Establishment Services Inc., a Delaware corporation ("RN"), on the one hand, and each of: CRGE Mesa, LLC, an Arizona limited liability company; CRGE Michigan, LLC, an Arizona limited liability company; CRGE Minneapolis, LLC, an Arizona limited liability company; CRGE Foxborough, LLC, an Arizona limited liability company; CRGE Colorado, LLC, an Arizona limited liability company; CRGE Colorado, LLC, an Arizona limited liability company; CRGE Rancho Cucamonga, LLC, an Arizona limited liability company; CRGE Illinois, LLC, an Arizona limited liability company; CRGE libinois, LLC, an Arizona limited liability company; CRGE Syracuse, LLC, an Arizona limited liability company; CRGE Peoria, LLC, an Arizona limited liability company; CRGE Potomac, Arizona limited liability company; CRGE Alabama, LLC, an Arizona limited liability company; CRGE Oxnard, LLC, an Arizona limited liability company; CRGE Oxnard, LLC, an Arizona limited liability company; CRGE Citynorth, LLC, an Arizona limited liability company; CRGE Boise, LLC, an Arizona limited liability company; CRGE Orlando, LLC, an Arizona limited liability company; Orlando, LLC, an Arizona limited liability company; CRGE Orlando, LLC, an Arizona limited liability company; CRGE Orlando, LLC, an Arizona limited liability company; Orlando, LLC, an Arizona limited liability company; Orlando, LLC, an Arizona limited liability company; Orlando, LLC, an Arizona limited

1. RECITALS.

- 1.1 RN provides marketing, business intelligence and loyalty services to restaurants, bars, clubs and other merchants ("Program"). In connection with the Program, RN charges a Program Fee (as defined below) for the marketing, business intelligence and loyalty services provided by RN.
- 1.2 (a) The Related Entities each own and operate or will own and operate various restaurants under the brand of "Toby Keith's I Love This Bar and Grill" in various locations throughout the United States. Debbie Corvo ("Corvo"), an individual residing in the state of Arizona, is the sole member of Boomtown Entertainment, LLC, an Arizona limited liability company, which is the sole member of each of the Related Entities.
- (b) A list of the restaurants owned and operated or which will be owned and operated at some point in the future by the Related Entities (each individually, a "Participating Location", and collectively, the "Participating Locations") is attached as Schedule 1.
- Each of the Related Entities with the exception of CRGE Citynorth, LLC, CRGE Boise, LLC, CRGE Orlando, LLC, and CRGE New Orleans, LLC, is currently participating on the Program with a Participating Location for the business purpose of obtaining the marketing, business intelligence and loyalty services provided by RN for their restaurant locations.
- 1.4 Pursuant to certain prior Dining Credits Agreements (the "Prior Agreements"), RN purchased, and certain of the Related Entities sold to RN, certain Purchased Receivables (as defined in the Prior Agreements) arising from Qualified Transactions (as defined in the Prior Agreements) by RN's Members at one or more of the Participating Locations under the Prior Agreements. Under the Prior Agreements, and as partial consideration for the purchase of the Purchased Receivables, RN made certain payments to the certain of the Related Entities and certain of their affiliates and those Related Entities and affiliates were deemed to issue Dining Credits (as defined in the Prior Agreements) for the sole purpose of tracking the receipt of Purchased Receivables by RN and the payment of the Program Fees (as defined in the Prior Agreements) to RN.

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- 1.5 As of approximately October 30, 2013, the total Dining Credits issued under the Prior Agreements had been fully redeemed, either by Program participation under the Prior Agreements or by repurchase of the outstanding Dining Credits by the Fifth Dining Credits Program Agreement between and among the parties thereto, thereby reducing the remaining Dining Credits issued under the prior Agreements to zero. Thereafter, certain of the Related Entities have continued their Program participation for the purpose of obtaining the marketing, business intelligence and loyalty services provided by RN to those Related Entities, either based on the Fifth Dining Credits Program Agreement or separate Marketing Services Agreements with RN.
- 1.6 The Related Entities now desire to continue participating in or join and participate in the Program, for the business purpose of obtaining the marketing, business intelligence and loyalty services provided by RN for the Participating Locations owned and operated by the Related Entities. RN desires to purchase, and the Related Entities desire to sell, additional Purchased Receivables pursuant to this 2014 DCPA arising from Qualified Transactions by RN's Members at one or more of the Participating Locations. As partial consideration for the purchase of the additional Purchased Receivables, RN will make a Payment to the Related Entities and the Related Entities will be deemed to issue Dining Credits for the sole purpose of tracking the receipt of Purchased Receivables by RN and the payment of the Program Fees to RN.
- 1.7 Accordingly, the parties enter into this 2014 DCPA to document their agreements regarding the Program, the Program Fee, and the Purchased Receivables.
- 1.8 The Related Entities acknowledge, agree and affirm that; (i) there is a direct and tangible benefit to each and all of the Related Entities by entering into this 2014 DCPA and the Prior Agreements; (ii) they are entering into this 2014 DCPA collectively because RN would not otherwise purchase the amount of Purchased Receivables as provided herein if each of the Related Entities were acting as a stand-alone entity; (iii) the Payment being paid by RN under this 2014 DCPA is available to each and all of the Related Entities, but the agreed distribution of such proceeds will be decided by the Related Entities collectively; (iv) the availability of the proceeds from the Payment under this 2014 DCPA and their agreed distributions thereof are essential to and will materially benefit their common business enterprise; (v) each of Related Entities will realize a material individual benefit as a participant in the common enterprise, irrespective of whether a Related Entity actually receives proceeds of the Payment, and (vi) each of the Related Entities will receive fair consideration, including but not limited to marketing, business intelligence, loyalty services, and access to capital for their common business enterprise, from the sale of its receivables and participation in the Program under this 2014 DCPA.
- 1.10 Notwithstanding the forgoing, the Related Entities and RN acknowledge that it is difficult to predict with any certainty when, if ever, all of the Total Dining Credits (as defined below) will be reduced to zero, because Members may not visit Participating Locations in numbers sufficient to generate the Purchased Receivables and Program Fees as provided in this 2014 DCPA in an amount equal to the Total Dining Credits deemed to be issued by the Related Entities, notwithstanding compliance by both RN and the Related Entities with the terms of this 2014 DCPA. If both (i) Purchased Receivables and Program Fees are not generated in an amount equal to the Total Dining Credits, and (ii) the Related Entities are in compliance with this 2014 DCPA and the Prior Agreements, then the Related Entities will be under no obligation to compensate RN for any such shortfall.
- 2. <u>RECITALS</u>. All of the statements contained in the Recitals above are accurate, and, by this reference, are hereby incorporated into and made a part of the body of this 2014 DCPA. Each of the Related Entities and RN hereby acknowledges that all of the Recitals stated above are true and correct.

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3. **DEFINITIONS**.

- 3.1 In addition to the capitalized terms defined elsewhere in this 2014 DCPA, the following terms will have the meanings set forth below:
- (a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with, RN or the Related Entities, respectively.
- (b) "Applicable Percentage" means one hundred percent (100%) of each Qualified Transaction.
 - (c) "Authorized Processor" has the meaning set forth in Section 6.8.
- (d) "Bank Account" means those certain bank accounts established by the Related Entities which have been designated by the parties for use as set forth in Section 6.10 of this 2014 DCPA.
- (e) "Combined Amount" means the amount equal to the Purchased Receivable plus the Program Fee, in each case arising from a Qualified Transaction.
 - (f) "Combined Amounts" means the aggregate total of each and every Combined Amount.
- (g) "Dining Credits" means credits utilized by RN for the sole purpose of tracking the receipt of Purchased Receivables by RN and the payments of the Program Fees to RN.
- (h) "Member" means a person who is a member of one or more rewards programs initiated by RN or managed by RN for any other entity.
 - (i) "Payment Card" means any credit card or debit card.
- (j) "Program Fee" means the amount equal to the product of the Program Fee Percentage times the account arising from each Qualified Transaction.
 - (k) "Program Fees" means the aggregate total of each and every Program Fee.
- (1) "Program Fee Percentage" means thirteen percent (13.0%) of the account arising from each Qualified Transaction.
- (m) "Purchased Receivable" means the amount of the Applicable Percentage of each account arising from a Qualified Transaction, less the amount of the Program Fee with respect to such Qualified Transaction.
- (n) "Purchased Receivables" means the aggregate total of each and every Purchased Receivable.
- (o) "Qualified Transaction" means a transaction where a Member uses his or her Payment Card registered with RN to purchase goods and services from a Participating Location, which transaction meets RN's requirements for a Member benefit.
 - (p) "Onalified Transactions" means the aggregate of each and every Qualified Transaction.
- (q) "Solvent" means, with respect to any of the Related Entities on a particular date, that on such date (i) the fair value of the property of such entity is greater than the total amount of liabilities, including contingent liabilities, of such entity; (ii) the present fair salable value of the assets of such entity is not less than the amount that will be required to pay the probable liability of such entity on its debts as they become absolute and matured; (iii) such entity does not intend to, and does not believe that it will, incur debts or liabilities beyond such entity's ability to pay as such debts and liabilities mature; and (iv) such entity is not engaged in a business or transaction, and is not about to engage in a business or transaction, for which such entity's property would

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constitute an unreasonably small capital. The amount of contingent liabilities (such as litigation, guaranties and pension plan liabilities) at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, represents the amount that can reasonably be expected to become an actual or matured liability.

4. SALE AND PURCHASE OF RECEIVABLES.

- 4.1 Purchase and Sale. The Related Entities hereby agree to sell to RN, and RN hereby agrees to purchase from the Related Entities, Purchased Receivables on the terms and conditions set forth in this 2014 DCPA. The purchase of the Purchased Receivables is without recourse to the Related Entities except as provided in Sections 9, 10 and 11.
- 4,2 On or before the date which is twenty-one (21) days after the Effective Date of this Fifth Agreement, or such other date as may be agreed to in writing by the parties (the "Payment Date") "RN will pay to the Related Entities a Payment in the amount of ONE MILLION DOLLARS (\$1,000,000.00) (the "Payment") in consideration for the purchase of Purchased Receivables, Upon receipt of the Payment, the Related Entities will be deemed to issue ONE MILLION THREE HUNDRED SEVENTY FIVE THOUSAND (1,375,000) (the "Dining Credits") in Dining Credits for the sole purpose of tracking the receipt of the Purchased Receivables by RN and the payment of the Program Fees to RN.
- 4.3 <u>Total Dining Credits</u>. The total Dining Credits deemed to issue under this 2014 DCPA shall not exceed the sum of the ONE MILLION THREE HUNDRED SEVENTY FIVE THOUSAND (1,375,000), except as provided in Section 6.7 below.
- A.4 Purchased Receivables. The Related Entities hereby represent and warrant, respectively, that they have (and will have) good and indefeasible legal and equitable title to all of the Purchased Receivables which the Related Entities are selling to RN hereunder, free and clear of any security interests, liens, encumbrances, or claims other than those created in favor of RN in this 2014 DCPA. As of the Effective Date of this 2014 DCPA, the Related Entities: (i) have not sold, conveyed, assigned or transferred any of the Purchased Receivables to any person or entity, and (ii) have not granted a security interest in, pledged, or otherwise encumbered in any manner any of the Purchased Receivables. From and after the Effective Date of this 2014 DCPA, the Related Entities: (a) will not sell, convey, assign or transfer any Purchased Receivables, or any interest therein or in the proceeds of any Qualified Transactions, to any person or entity, and (b) will not grant a security interest in, pledge, or otherwise encumber in any manner, or allow any encumbrance to attach to the interest of the Related Entities, RN, or any Transferee, in any Purchased Receivables, or any interest therein or in the proceeds of any Qualified Transactions, except to or in favor of RN, or RN's successors and/or assigns, as set forth in this 2014 DCPA.
- 4.5 Ownership of Purchased Receivables. As of the Effective Date and thereafter, the ownership of the Purchased Receivables purchased hereunder will be fully vested in RN. The Related Entities shall not take any action inconsistent with such ownership and shall not claim any ownership interest in any Purchased Receivables. Each Related Entity shall mark its records to reflect that RN owns each Purchased Receivable. Further, each Related Entity shall respond to any inquiries with respect to the ownership of Purchased Receivables by stating that it is no longer the owner of such Purchased Receivables and that RN owns the Purchased Receivables. All records and information relating to Purchased Receivables shall be held in trust by the Related Entities, for the benefit of RN as the owner thereof, and possession by the Related Entities of any incident of ownership relating to the Purchased Receivables shall be for the sole purpose of facilitating and servicing the Purchased Receivables pursuant to this 2014 DCPA. Such retention and possession by any Related Entity is at the election of RN and in a custodial capacity for the benefit of RN.

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5. **DINING CREDITS**

- 5.1 <u>Dining Credits</u>. In order to track the receipt of Purchased Receivables and payment of the Program Fees, RN will maintain an account of Dining Credits. RN will reduce the Dining Credits account as Qualified Transactions are processed and posted by RN in an amount equal to the Combined Amounts generated in any statement period. The issuance and the reduction of Dining Credits shall be tracked as computer entries by RN and no physical certificates will be issued. RN will transmit statements (each a "<u>Statement</u>" and collectively, the "<u>Statements</u>") via email to the Related Entities weekly indicating: (i) the amount of Combined Amounts due to RN for the Statement period, and (ii) the balance of outstanding Dining Credits at the end of the Statement period after the Combined Amounts are received by RN for that Statement period.
- Shared Obligations. Each of the Related Entities is and will be jointly and severally obligated to RN for the Purchased Receivables, Program Fees, the Dining Credits, and any other amounts due to RN, and all performance obligations of the Related Emitties set forth in this 2014 DCPA. The Dining Credits shall be allocated among the Related Emitties collectively, as a shared pool of Dining Credits, so that a Qualified Transaction at any Participating Location will result in the reduction of Dining Credits from the pool of Dining Credits shared by the Related Emitties pursuant to the terms of this 2014 DCPA.

6. THE RELATED ENTITIES OBLIGATIONS TO RN.

- 6.1 <u>Program Fees.</u> The Related Entities shall pay the Program Fees to RN, in consideration for the marketing, business intelligence, and loyalty services RN will provide under <u>Sections 7 and 8</u> of this 2014 DCPA and in connection with the Program, in accordance with <u>Sections 6.4 and 6.6</u>.
- 6.2 <u>Delivery of Purchased Receivables</u>. Beginning on the Payment Date, or such other date thereafter determined by RN in RN's sole discretion, the Related Entities shall deliver the Purchased Receivables to RN in accordance with <u>Sections 6.4 and 6.6</u>.
- 6.3 <u>Combined Amounts</u>. The total of the Combined Amounts under this 2014 DCPA shall not exceed the amount of the Total Dining Credits under this 2014 DCPA, plus any additional Program Fees which may become due under <u>Section 9</u>.
- 6.4 Combined Amounts Into Bank Account. The Related Entities shall cause all Combined Amounts to be deposited into the Bank Account (as defined below) immediately upon receipt of each Combined Amount.
- Applicable Percentage Held In Trust By The Related Entities. With respect to each Qualified Transaction at any of the Participating Locations, the Related Entity owning or operating such Participating Location shall hold the Purchased Receivable and the Program Fee in trust for the benefit of RN until such Related Entity deposits the proceeds of such Purchased Receivable and Program Fee into the Bank Account in accordance with Section 6.4. The Related Entities shall hold all Combined Amounts deposited into the Bank Account in trust for the benefit of RN.
- 6.6 Payments To RN For Qualified Transactions And Other Amounts. Notwithstanding whether the Related Entities remit amounts equal to the Combined Amounts to the Bank Account, RN is entitled to debit the Bank Account at any time for the Combined Amounts and any other amounts due to RN reflected on each Statement. At any time and from time to time, RN may offset any amounts due from the Related Entities to RN for any reason against any amounts due from RN to the Related Entities.

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6.7 Addition of New Participating Locations.

- (a) Added Participating Locations. The parties acknowledge and agree that CRGE Citymorth, LLC, CRGE Boise, LLC, CRGE Orlando, LLC, and CRGE New Orleans, LLC, notwithstanding their being parties to this 2014 DCPA, are in the process of opening, owning and operating locations that are identified on the attached Schedule 1. Each such location, upon opening, will become a Participating Location (the "Added Participating Locations") under this 2014 DCPA and such Related Entities will be obligated under the terms and conditions relating to the Program participation of the Added Participating Locations like each of the other Related Entities. CRGE Citynorth, LLC, CRGE Boise, LLC, CRGE Orlando, LLC, and CRGE New Orleans, Related Entities. CRGE Citynorth, LLC, CRGE Boise, LLC, CRGE Orlando, LLC, and CRGE New Orleans, LLC, shall be obligated under the terms of this 2014 DCPA in advance of any and all of the Added Participating Locations opening. (For clarity purposes, references in this 2014 DCPA to "Participating Locations" shall include the Added Participating Locations as described herein.)
- (b) Expected Opening Dates. The Related Entities represent and warrant that the Added Participating Locations will open for business on or before the opening dates set forth below, recognizing that RN must make an investment prior to the referenced opening dates under this 2014 DCPA, that time is of the essence and that RN will suffer financial loss if the opening dates are not met. In entering into this 2014 DCPA, RN expressly relies upon this representation.

Opening Date for Participation Location in Phoenix, AZ:

September 15, 2014

Opening Date for Participation Location in Boise, ID:

October 15, 2014

Opening Date for Participating Location in Orlando, Fl.:

November 30, 2014.

Opening Date for Participating Location in New Orleans, LA:

January 31, 2015

- (c) Effect of Failing to Meet Opening Dates. Time is of the essence for this 2014 DCPA and the parties recognize that RN will suffer financial loss if the Opening Dates set forth in Subpart (a) are not met. The parties further recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by us if any of the identified Added Participation Locations does not open on or before the stated Opening Date. Accordingly, instead of requiring such proof, in the event that any of the Added Participating Locations is not opened on or before the stated Opening Date, the Related Entities agree that they shall have been deemed to have issued to RN and RN shall be deemed to have purchased (without payment) an additional 25,000 in Dining Credits for each Added Participating Location that does not open on or before the stated Opening Date (the "Opening Date Purchase"). The Opening Date Purchase, in any given case, shall be added to the outstanding Dining Credits purchased by RN hereunder.
- 6.8 Authorized Processor: Disclosures to American Express. Each of the Related Entities will obtain for each Participating Location and provide to RN information regarding its Authorized Processor consisting of the data fields specified on Exhibit A attached hereto. On or before the Effective Date, the Related Entities will enter into an agreement with a Payment Card processor authorized by RN (the "Authorized Processor") to process and settle transactions in which a Participating Location accepts Payment Cards. Each Related Entity will ensure that the Authorized Processor will be the only Payment Card processor used at its corresponding Participating Location(s). The Related Entities will ensure that the Participating Locations will accept Payment Cards. The Related Entities will cause the Participating Locations to comply with all obligations imposed on their participation in Payment Card transactions, including, without limitation, any obligations imposed by Payment Card associations, merchant banks or Payment Card processors. A Participating Location may replace the Authorized Processor with another Payment Card processor, provided that the replacement Payment Card

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processor is authorized in writing by RN and the Related Entity operating such Participating Location gives RN at least thirty (30) days prior written notice of any such replacement. If such Related Entity does not provide such notice to RN, RN will incur substantial costs as a result of the change in processor; the Related Entities will be obligated to RN and RN may withdraw from the Bank Account the amount of such costs, or a \$500 processor change fee, whichever amount is greater, for each Participating Location, upon each such occurrence. The Related Entities authorize the Authorized Processor and any other entity that provides Payment Card-related services and has access to information on Payment Card transactions at the Participating Locations (including a payment card network), to provide RN any information relating to Payment Card transactions requested by RN, which may include aggregate Payment Card transactions and transaction amounts. The Related Entities hereby specifically authorize, during the term of this 2014 DCPA, American Express to provide to RN and RN to receive, on a daily basis, the following information at the Related Entities' American Express-designated SE number level: (i) % Payment Card spend by Members of the aggregate Payment Card spend at Participating Locations; and (ii) % of Payment Card transactions by Members of the aggregate number of Payment Card transactions at Participating Locations. RN will treat the foregoing information in accordance with its Merchant Privacy Policy, available at www.rewardsnetwork.com/privoci. The Related Entities may withdraw the foregoing authorization by terminating this 2014 DCPA as provided in Section 11.

- 6.9 Monitoring of Qualified Transactions. The Related Entities authorize RN to monitor all Payment Card transactions at the Participating Locations in order to determine which transactions are Qualified Transactions and the Authorized Processor may provide to RN any information relating to such Payment Card transactions requested by RN, including any cardholder account information. RN will use the information received regarding Qualified Transactions to determine the amount of Combined Amounts payable to RN.
- Account") that RN may debit as provided herein and have provided RN with notice of the designation of such Bank Account. The Related Entities authorize RN to initiate credits and debits in the Bank Account pursuant to this 2014 DCPA. The Related Entities will not allow the Bank Account to be closed or replaced without providing RN at least ten (10) days prior written notice of such closure or replacement and information on a replacement Bank Account. The Related Entities authorize RN to withdraw from the Bank Account at any time, and from time to time, whether by automated clearinghouse debit or otherwise, an amount equal to the Combined Amounts and any other amounts owed by the Related Entities to RN pursuant to this 2014 DCPA. If RN is unable to withdraw such amounts from the Bank Account for any reason, including without limitation because the Bank Account has insufficient funds, the Bank Account has been closed or RN's authority to debit the Bank Account has been revoked, RN will incur costs as a result of its inability to withdraw these amounts and the Related Entities will promptly pay to RN, or RN may withdraw from the Bank Account, a \$20 returned transaction fee for each time RN is unable to withdraw such amounts from the Bank Account.
- 6.11 Chargebacks and Credits. RN may initiate credit and debit entries to the Bank Account to offset any amounts due to RN under this 2014 DCPA for error corrections, adjustments, chargebacks and cardholder credits relating to Qualified Transactions. The Related Entities will be responsible for all chargebacks or billing disputes relating to Qualified Transactions.
- 6.12 <u>Taxes and Gratuities</u>. The Related Entities will be solely responsible for collecting and remitting in full all taxes to the appropriate taxing authorities and all gratuities to employees. In no event will RN be liable for any taxes or employee gratuities relating to any Qualified Transaction or otherwise.

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7. MARKETING SERVICES TO BE PROVIDED BY RN.

- Marketing Materials. RN will market the Participating Locations to Members by providing information regarding the Participating Locations, which for each Participating Location may include any or all of a Participating Location's name, address, cuisine type, menu, photos, directory map, restaurant ratings and reviews and other informational materials, to the extent available, in marketing communications to Members ("Marketing Materials"), which may include:
- (a) websites that are maintained by RN as part of the Program, including websites maintained for Partners (as defined below in Section 7.3);
- (b) emails that are sent to Members, which may include new restaurant emails, new Member welcome emails, benefit confirmation emails and other email communications to Members; and
- (c) printed materials that are sent to Members, which may include directories, new Member welcome kits and other printed materials.
- 7.2 <u>Marketing Changes</u>. RN, in its sole discretion and without notice to the Related Entities, may change the methods and manner of marketing the Participating Locations to Members and the types of Marketing Materials from time to time.
- 7.3 Partners. Members join the Program by enrolling directly with RN or through RN partners who offer the Program to members of their own loyalty program ("Partners"). RN will market the Participating Locations to Members who enroll directly in the Program and Members who enroll in the Program through Partners determined by RN.
- 7.4 <u>Call Center.</u> RN will manage a call center to provide customer service to Members, which may include providing information regarding the Participating Locations to Members.

8. BUSINESS INTELLIGENCE AND LOYALTY SERVICES TO BE PROVIDED BY RN.

- 8.1 Periodic Reports. RN will provide the Related Entities with periodic reports containing information about the Participating Locations' participation in the Program, which may include aggregate data regarding the number of new and repeat Members served, average and total Member spend, monthly sales growth, marketing data and web impressions, Member zip code analysis and other information. The Related Entities may designate to which of the Related Entities the reports should be provided and each of the Related Entities can determine, in its own discretion, to which other Related Entity the reports should be shared.
- 8.2 <u>Member Surveys</u>. RN will send to certain Members who have a Qualified Transaction at a Participating Location a survey regarding the Member's dining experience at a Participating Location, and RN will provide aggregate results from the survey to together with the periodic reports.
- 8.3 Loyalty Services. RN will provide a benefit to Members that have a Qualified Transaction at a Participating Location that are paid for by the Member with a Payment Card registered with RN. The benefit may be in the form of a direct cash credit, airline frequent flyer miles, a credit to a college savings account or other loyalty currency. RN retains the right and the sole discretion to modify or otherwise change the benefit level and benefit to be provided to its Members.

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9. CONTINUENCE PROGRAMEST RABLES AND REPURCHASE OPTION

- shall cominge after the Dining Credits have been fully reduced and the Dining Credits balance is zero. The start es to be provided by RN under Sections 2 and 8 of this 2014 DCPA shall continue to be provided by RN and the Related Entities shall continue to perform their obligations and pay the Program Fee fea all such services, until such time as this 2014 DCPA is terminated in accordance with Section 11.2 below.
- 9.2 Repurchase Options. So long as there are Purchased Receivables and Dining Credits outstanding and the Related Entities are not in breach of any provision of this 2014 DCPA or any of the Prior Agreements, the Purchased Receivables may be repurchased by the Related Entities: (i) upon the mutual written consent of RN and all of the Related Entities specifying a stated date for repurchase, or (ii) upon thirty (30) days prior written notice from the Related Entities to RN specifying a stated date for repurchase ("Repurchase Date").
- Obligations Upon Exercise of Repurchase Option. In the event the parties mutually agree or the Related Entities elect to exercise their repurchase option under Section 9.2, then as of the Repurchase Date, the Related Entities, jointly and severally, shall be obligated to immediately: (i) repurchase all Purchased Receivables which were sold to RN under this 2014 DCPA and which have not yet been delivered to RN by paying to RN an amount in cash equal to the Dining Credits balance on the Repurchase Date divided by 1.375, plus an additional termination fee of three (3%) of such amount ("Repurchase Amount"); (ii) pay to RN all fees, Program Fees, and other amounts which are due and owing to RN as of the Repurchase Date; and (iii) perform and pay all Repurchase Obligations under the Prior Agreements as defined in each of the Prior Agreements, if any, and any other Repurchase Obligations under this 2014 DCPA, if any (together with the Repurchase Amount, the "Repurchase Obligations").
- 9.4 Continuing Program Services Following Repurchase. This 2014 DCPA shall continue after the exercise of the repurchase option and after satisfaction of the Repurchase Obligations under Sections 9.2 and 9.3. The services to be provided by RN under Sections 7 and 8 of this 2014 DCPA shall continue to be provided by RN and the Related Entities shall continue to perform their obligations and pay the Program Fee for all such services, until the last day of the calendar month in which the Repurchase Obligations are performed and fully satisfied by the Related Entities.

EVENT OF DEFAULT AND REMEDIES.

- 10.1 The following events shall constitute an "Event of Default" under this 2014 DCPA:
- (a) If RN, at any time for any reason, is unable to withdraw from the Bank Account any Combined Amounts, or any other amounts due and owing by the Related Entities to RN pursuant to this 2014 DCPA or the Prior Agreements, including without limitation because the Bank Account has insufficient funds, the Bank Account has been closed, or RN's authority to debit the Bank Account has been revoked.
- (b) There are fewer than 12 Participating Locations participating in the Program at any given time until all four of the Added Participating Locations begin their Program participation and 15 Participating Locations thereafter, or a Related Entity sells or transfers all or substantially all of the assets of such Related Entity.
- (c) Any of the Related Entities fails to operate its business in accordance with all applicable federal, state and local laws, or operates its business in a manner that is reasonably likely to adversely impact RN's relationship with its Members and Partners.

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- (d) Any of the Related Entities: (i) commences a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its properties or assets, (ii) consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, (iii) makes a general assignment for the benefit of creditors, or (iv) fails generally, is not be able or admits in writing its inability, to pay its debts as they become due, or takes any action in furtherance of, or indicating its consent to, or approval of or acquiescence in any of the foregoing:
- (e) an involuntary case or other proceeding shall be commenced against any of the Related Entities seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, insolvency or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty (30) days, or an order for relief is entered against any of the Related Entities under any bankruptcy laws as now or hereafter in effect, or any of the Related Entities takes any action in furtherance of, or indicating its consent to, or approval of or acquiescence in any of the foregoing;
- (f) Any representation, warranty or other statement of fact given herein or in any writing at any time furnished by or on behalf of the Related Entities to RN in connection with this 2014 DCPA or the Prior Agreements shall be false or misleading in any material respect when given or any time thereafter; or
- (g) The Related Entities fail to make timely any payment required under this 2014 DCPA, or fail to perform timely, any of their obligations as set forth in this 2014 DCPA or the Prior Agreements.
- Obligations in the Event of Default. Upon the occurrence of any Event of Default under Section 10.1, the Related Entities, jointly and severally, shall be obligated to RN for (i) an amount in cash equal to the outstanding Dining Credits balance on the date of default divided by 1.375, plus an additional fee equal to fifteen percent (15%) of such amount, (ii) all Program Fees, and other amounts which are due and owing to RN under this 2014 DCPA at the time of default; (iii) all amounts which are due and owing to RN at the time of default pursuant to the default provisions of the Prior Agreements, if any; and (iv) the Related Entities will be liable for damages resulting from any breach of this 2014 DCPA and the Prior Agreements.
- 10.3 Remedies. Upon the occurrence of an Event of Default (other than an Event of Default under Sections 10.1(d) and (e) which shall not require any such notice to be given), RN shall provide written notice of such default in accordance with Section 14.5. In the event the Event of Default is not cured within five (5) business days of such written notice, in addition to all other rights and remedies granted to RN under this 2014 business days of such written notice, in addition to all other rights and remedies granted to RN under this 2014 DCPA, or at law or in equity, RN shall be entitled to take any one or more of the following steps (which list is intended by way of example and is not intended to be an exhaustive list of all such rights and remedies) any of the following:
- (a) RN may withdraw from the Bank Account an amount in cash equal to the amounts set forth in Section 10.2.
- (b) Without any presentment, demand, notice of dishonor, protest or notice of any kind to the Related Entities, which are hereby expressly waived by the Related Entities, RN may make demand on the Related Entities for immediate payment of the amounts set forth in <u>Section 10.2</u>.
- (c) RN may remove the Related Entities from the Program by, among other things, removing all references to the Related Entities and the Participating Locations from all Marketing Materials.

(d) No course of dealing between the Related Entities and RN, nor any delay by RN in exercising any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege by RN.

If an Event of Default occurs under <u>Sections 10.1(d)</u> or (e), it shall be an immediate Event of Default and RN shall be entitled to take any one or more of the above steps without notice to any of the Related Entities.

11. TERMINATION OF THE 2014 DCPA.

- 11.1 Termination Upon Repurchase. Following the exercise of the repurchase option and satisfaction of the Repurchase Obligations under Sections 9.2 and 9.3, this 2014 DCPA and the Related Entities' participation in the Program shall terminate as of the last day of the calendar month in which the Repurchase Obligations are performed and fully satisfied by the Related Entities. RN shall have no obligation to provide Services to the Related Entities thereafter.
- 11.2 Termination Upon Full Redemption of Dining Credits. Following full redemption and reduction to zero of the Dining Credits through the application and payment to RN of Combined Amounts, this 2014 DCPA and the Related Entities' participation in the Program, shall terminate (1) upon the mutual written consent of RN and all of the Related Entities, which termination will become effective on the date mutually agreed upon by the parties; or (2) upon written notice by either party to the other party not less than thirty (30) days prior to the requested termination date, which termination will become effective on the last day of the calendar month in which the expiration of the thirty (30) day notice period occurs. RN shall have no obligation to provide Services to the Related Entities thereafter.
- 12. REPRESENTATIONS. COVENANTS, AND WARRANTIES. Each Related Entity hereby represents, warrants, and covenants to RN, and shall be deemed to affirm, represent, warrant and covenant from the date of the First Agreement and continuing thereafter for so long as this 2014 DCPA is in effect, that:
- and all of the Related Entities by entering into this 2014 DCPA and the Prior Agreements; (ii) they are entering into this 2014 DCPA collectively because RN would not otherwise purchase the amount of Purchased Receivables as provided herein if each of the Related Entities were acting as a stand-alone entity; (iii) the Payment being paid by RN under this 2014 DCPA is available to each and all of the Related Entities, but the agreed distribution of such proceeds will be decided by the Related Entities collectively; (iv) the availability of the proceeds from the Payment under this 2014 DCPA is essential to and will materially benefit their common business enterprise; (v) each of Related Entities will realize a material individual benefit as a participant in the common enterprise, irrespective of whether a Related Entity actually receives proceeds of the Payment, and (vi) each of the Related Entities will receive fair consideration, including but not limited to marketing, business intelligence, loyalty services, and access to capital for their common business enterprise, from the sale of its receivables and participation in the Program under this 2014 DCPA.
- 12.2 The Related Entities shall be obligated to collect the Combined Amounts from the Participating Locations and to ensure that all Combined Amounts are deposited timely into the Bank Account. The Related Entities will ensure that the Participating Locations remit the Combined Amounts to the Bank Account in a manner to satisfy the obligations arising under this 2014 DCPA.
- 12.3 The Related Entities acknowledge and agree that in conjunction with this 2014 DCPA, each will execute a security agreement, simultaneously with the execution of this 2014 DCPA, which conveys to RN a security interest in the assets of the Related Entities named therein to secure the obligations of the Related Entities

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to RN under this 2014 DCPA and under any future agreements. The Related Entities each acknowledge and agree that they collectively benefit from the granting of such security interests and that RN would not enter into this 2014 DCPA without such security interests.

- 12.4 The Related Entities further acknowledge and agree that in conjunction with this 2014 DCPA, Debbie Corvo, an individual residing in the state of Arizona and the sole member of Boomtown Entertainment, LLC, which is the sole member of the Related Entities, is executing a personal guaranty in favor of RN to guaranty the obligations of the Related Entities to RN under this 2014 DCPA and under any future Agreements. The Related Entities each acknowledge and agree that they collectively benefit from the granting of such guaranty and that RN would not enter into this 2014 DCPA without such guaranty.
- 12.5 The Related Entities acknowledge and agree that the Payment made by RN under this 2014 DCPA is available to each and all of the Related Entities, but that the agreed distribution of such proceeds will be decided by the Related Entities collectively. The Related Entities each further acknowledge and agree that: (i) the Payment will be used solely in connection with the business purposes and the business operations of the Related Entities; (ii) the Related Entities will not use the Payment to make distributions or pay dividends to their members, shareholders, owners, or otherwise; and (iii) the Related Entities will not transfer the Payment to any entity or person that is not a party to this 2014 DCPA, except for transfers made to pay trade creditors or ordinary operating expenses.
- 12.6 The Related Entities acknowledge and agree that the availability of the proceeds from the Payment under this 2014 DCPA and their agreed distributions thereof are essential to and will materially benefit their common business enterprise, that each of Related Entities will realize a material individual benefit as a participant in the common enterprise, irrespective of whether a Related Entity actually receives proceeds of the Payment, and that each of the Related Entities will receive fair consideration, including but not limited to marketing, business intelligence, loyalty services, and access to capital for their common business enterprise, from the sale of its receivables and participation in the Program under this 2014 DCPA.
- 12.7 Both before and after giving effect to: (a) the obligations owing under this 2014 DCPA as of the Effective Date, (b) any 2013 Payment to be made under this 2014 DCPA, (c) the consummation of the transactions contemplated herein, and (d) the performance of this 2014 DCPA, each of the Related Entities is Solvent.
- Related Entities is in default under or with respect to any of its respective financial obligations, including, but not limited to, obligations for borrowed money, letter of credit obligations, and obligations evidenced by notes, bonds, debentures, or other similar instruments (each a "Financial Obligation"); (ii) none of the Related Entities is in default under any agreement for material financial accommodation or other material financial transaction, including, but not limited to, loan agreements, guaranty agreements, interest rate swap agreements, factoring agreements, security agreements and capital lease agreements, to which it is a party (each a "Financial Agreement"), and (iii) none of the Related Entities has received any notice (written or verbal) of intent to terminate, notice of termination, notice of default, notice of acceleration and demand for payment in full, or other similar notice (each an "Adverse Notice") relating to any Financial Obligation or any Financial Agreement. The Related Entities shall notify RN in writing of: (y) the occurrence of any event of default or event which, with the giving of notice or lapse of time, or both, could become an event of default, on any Financial Obligation or under any Financial Agreement, and (2) the receipt by any of the Related Entities of any Adverse Notice pertaining to any Financial Obligation or any Financial Agreement, immediately upon the occurrence of such event or upon the receipt of such notice, as the case may be.

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- 12.9 Each of the Related Entities will opprate its respective business (a) in accordance with all applicable federal, state and local laws, including without limitation all laws relating to the collection and reemittance of taxes to applicable taxing authorities and all lavor and employment laws, including those relating to withholding of taxes and payment of gratuities, and (b) in a manner that is not reasonably likely to adversely impact RN's relationship with its Members and Partners.
- 12.10 The representations, acknowledgements and agreements made by the Related Entities in this Section 12 are material and integral to this 2014 DCPA. The Related Entities acknowledge that RN is relying materially on such representations, acknowledgments, and agreements made by the Related Entities and without such representations, acknowledgments, and agreements, RN would not enter into this 2014 DCPA.

13. OTHER PROVISIONS.

13.1 Participating Locations.

- (a) Participation and Cessation of Participation. The Related Entities shall ensure that a minimum of Participating Locations are participating in the Program in accordance with Section 10.1(b). A restaurant location shall cease being a Participating Location and shall cease participating in the Program if any of the following occurs: (i) the Related Entities notify RN in writing that such restaurant location is no longer a Participating Location and is ceasing its participation in the Program; (ii) the Participating Location does not provide the necessary information relating to the Authorized Processor for such restaurant location; (iii) the Related Entity operating the Changes, or revokes the Authorized Processor for such restaurant location; (iv) its business is interrupted so that the Participating Location does not process and settle transactions with its Authorized Processor during a one-week Participating Location does not process and settle transactions with its Authorized Processor during a one-week period or longer; (v) the Related Entity operating the Participating Location does not comply with the requirements required by this 2014 Agreement or the Prior Agreements for the Participating Location to requirements required by this 2014 Agreement or the Prior Agreements for the Participating Location to Participating Location (vi) the Related Entity operating such restaurant location commences any case or Authorized Processor; or (vi) the Related Entity operating such restaurant location commences any case or proceeding, or takes any of the other actions described in Section 10.1(d) or if any proceeding is commenced against the Related Entity as described in Section 10.1(d) or if any proceeding is commenced
- 13.2 UCC Authorization. The Related Entities hereby irrevocably authorize RN at any time and from time to time to file in any filing office in any UCC jurisdiction, any initial financing statements, any amendments thereto, and continuations thereof, all in form and substance satisfactory to RN and providing information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement, or amendment, with respect to the Purchased Receivables as RN reasonably deems necessary or useful to perfect the accounts purchased under this 2014 DCPA. The Related Entities also hereby ratify their authorization for RN to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date of this 2014 DCPA. The Related Entities, and any of them, shall not amend any financing statements in favor of RN except as permitted by law.
- 13.3 <u>Intellectual Property</u>. The Related Entities acknowledge and agree that nothing in this 2014 DCPA is intended or will be construed to grant to the Related Entities and/or the Participating Locations any right to use any trade name, trademark, service mark, design mark, other indicia of source or origin or other intellectual property of RN or any third party (including, without limitation, any Partner). The Related Entities have all rights to grant and hereby grant to RN and its affiliates a limited, non-exclusive license to use the Related Entities' trade names, trademarks, service marks, design marks, other indicia of source or origin and other intellectual property

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of the Related Entities in connection with RN's marketing, business intelligence and loyalty services to be provided under this 2014 DCPA. The Related Entities expressly represent and warrant that they hold a license from the owner of the name and/or trade name Toby Keith and/or the name and/or trade name "Toby Keith's I Love This Bar and Grill" which authorizes them to authorize and license their marketing partners, such as RN, to use the brand names and logos in their marketing program.

- Authority. Each of the Related Entities and RN represents that: (a) it has the full power and authority to enter into this 2014 DCPA and to perform its obligations under this 2014 DCPA, (b) the individual(s) executing this 2014 DCPA on behalf of such entity is duly authorized by such entity and has any and all requisite corporate or partnership authority to execute this 2014 DCPA; and (c) this 2014 DCPA has been duly executed and delivered by it and is its legal, valid and binding obligation enforceable against it in accordance with its terms.
- 13.5 No Agent. Nothing in this 2014 DCPA will be construed to imply, and the parties hereby expressly deny, that RN is: (a) agent for collecting or remitting any amount due to any of the Related Entities from any Payment Card processor, (b) agent for ensuring that the Purchased Receivables are remitted from the Related Entities to the Bank Account, (c) fiduciary of any of the Related Entities, or (d) a partner of or joint venture with any of the Related Entities.
- 13.6 <u>Indemnification</u>. The Related Entities will indemnify and hold harmless RN and its affiliates from and against any and all losses and expenses incurred by RN or any of its affiliates in connection with or arising from any claim, action, suit or proceeding initiated by any Franchisor, Member, Authorized Processor or any other third party in connection with or arising from or relating to any act or failure to act, or alleged act or alleged failure to act, by any of the Related Entities or a Participating Location, including but not limited to the authorization to use the brand names and logos.
- 13.7 <u>Insurance</u>. The Related Entities will maintain adequate insurance to fully protect the Related Entities and RN against claims by the Related Entities or the patrons of the Participating Locations, including, without limitation, claims arising from or related to injury, illness and dissatisfaction with the Related Entities or the Participating Locations' services and products.
- 13.8 Transfer of Rights and Assignment of 2014 DCPA. RN may sell, pledge, assign or otherwise transfer: (a) any or all of the Purchased Receivables, (b) any or all of the Dining Credits, (c) the right to receive Combined Amounts, (d) this 2014 DCPA, and/or (e) any other rights under this 2014 DCPA to any person (each, a "Transferee") without the consent of the Related Entities. Any Transferee will be entitled to exercise any and all of RN's rights and receive all benefits afforded RN hereunder, including the remission of the Combined Amounts and the reduction of Dining Credits. RN may also delegate any of its duties and engage any service providers to perform any of its obligations or exercise any of its rights under this 2014 DCPA. The Related Entities may not assign or otherwise transfer to any person without the prior written consent of RN: (a) any or all of its obligations regarding the Purchased Receivables, (b) any or all of its obligations regarding the Dining Credits, (c) the obligations to remit the Combined Amounts to RN, (d) this 2014 DCPA, and/or (e) any other rights or obligations under this 2014 DCPA. If this 2014 DCPA is assigned in accordance with this paragraph, this 2014 DCPA will be binding upon and inure to the benefit of RN and the Related Entities and their respective successors and permitted assigns.
- 13.9 LIMITATION ON LIABILITY. RN SHALL NOT BE LIABLE TO THE RELATED ENTITIES OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS 2014 DCPA, TO THE MAXIMUM EXTENT PERMITTED UNDER ILLINOIS LAW.

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- 13.10 GOVERNING LAW. THIS 2014 DCPA SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAW PRINCIPLES) OF THE STATE OF ILLINOIS. ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS 2014 DCPA OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, AND STATUTORY OR OTHER CLAIMS, OR CLAIMS RELATING TO EVENTS PRIOR OR SUBSEQUENT TO THE EXECUTION OF THIS 2014 DCPA, SHALL BE GOVERNED BY ILLINOIS LAW.
- 13.1) WAIVER OF CLASS ACTION. BY ENTERING INTO THIS 2014 DCPA, RN AND THE RELATED ENTITIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND RN AND THE RELATED ENTITIES ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, PUTATIVE OR PURPORTED CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION, OR LAWSUIT RELATING TO ANY CLAIMS (AS HEREINAFTER DEFINED), WHETHER BROUGHT UNDER STATE OR FEDERAL LAW. RN AND MERCHANT ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO JOIN OR CONSOLIDATE CLAIMS IN ANY PROCEEDING WITH THOSE OF ANY OTHER PERSON (EXCEPT ANY OBLIGORS AND GUARANTORS OF THE SAME AGREEMENT). The term "Claim" means any claim, dispute, or controversy (whether based on contract, tort, statute, or otherwise, and whether seeking monetary or any form of non-monetary relief) arising from or relating to this 2014 DCPA or the relationship between RN and the Related Entities (collectively, "Claims"). The term Claims is to be given its broadest possible meaning, and includes pre-existing, present, and future Claims, and Claims regarding the enforceability or scope of this waiver. For purposes of this waiver only, the term "RN" means RN and all of its respective parents, subsidiaries, affillates, predecessors, successors, assigns, agents, servicers, employees, officers, and directors, and the term "Related Entities" means each Related Entity and all of each Related Entity's parents, subsidiaries, affiliates, predecessors, successors, assigns, agents, employees, officers, and directors.
- HEREBY (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH RELATED ENTITY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. RN IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS 2014 DCPA TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS 2014 DCPA, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF EACH RELATED PARTY'S WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH RELATED PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF RN (INCLUDING RN'S COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO THE RELATED PARTIES THAT RN WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.
- 13.13 CHOICE OF FORUM. FOR ANY ACTION, SUIT, OR PROCEEDING RAISING ANY RIGHT, REMEDY, OR CLAIM UNDER THIS 2014 DCPA OR RELATING TO THIS 2014 DCPA IN ANY WAY, THE EXCLUSIVE FORUMS SHALL BE THE STATE COURT LOCATED IN COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FOREGOING COURTS FOR ANY SUCH ACTION, SUIT, OR PROCEEDING. THE RELATED PARTIES ACKNOWLEDGE THAT

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RN DOES BUSINESS WITH RESTAURANTS AND ENTITIES LOCATED THROUGHOUT THE COUNTRY, THAT RN IS HEADQUARTERED IN CHICAGO, ILLINOIS, AND AGREE THAT IT IS CONVENIENT, REASONABLE, AND APPROPRIATE FOR THE PARTIES TO SUBMIT TO ILLINOIS LAW AND FORUM SET FORTH IN THIS SECTION.

13.14 Attorneys' Fees and Costs. If suit is brought to enforce the terms of this 2014 DCPA, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs relating to such enforcement.

14. MISCELLANEOUS.

- 14.1 Recitals. The Recitals set forth in this 2014 DCPA are incorporated herein and are acknowledged by the parties to be true and correct.
- 14.2 <u>Survival</u>. Notwithstanding the language of <u>Section 10</u> hereof, <u>Sections 13.3</u>, 13.6, 13.7, 13.9 through 13.14, and this <u>Section 14.1</u> through 14.16 will survive the termination of this 2014 DCPA.
- 14.3 Further Assurances. The Related Entities agree to execute all documents and take all actions required by RN or any Authorized Processor to effectuate the transactions contemplated by this 2014 DCPA. The Related Entities agree to cause each Participating Location to execute all documents and take all actions required by RN or any Authorized Processor to effectuate the transactions contemplated by this 2014 DCPA, and if any Related Entity fails to execute such documents or take such actions with respect to a Participating Location, such Participating Location will no longer be a Participating Location and will not participate in the Program.
- 14.4 <u>Data Rights</u>. The Related Entities hereby grant to RN the right, subject to all applicable laws, to use, analyze, sell, provide, and distribute the information that is created or collected through RN's Program; provided, however, that (except for any parents, subsidiaries, affiliates, successors, servicers or assigns of RN, to whom RN may provide any information created or collected through the Program without restriction) RN may not provide any information to any third party: (i) without first removing the identity of the Related Entities' customers; and (ii) except on an aggregate basis included with the information of other merchants.
- 14.5 Notice To The Related Entities. All notices or other communications required or permitted hereunder will be in writing and will be deemed given or delivered (i) to all of the Related Entities when delivered personally, when sent by registered or certified mail, overnight courier service, or facsimile to the Related Entities at:

Greg McClure, President
Boomtown Entertainment, LLC
6263 N. Schuschie Road, State 145
Scottschile, AZ 85250
Fax: (480) 779-1303

J.C.

4550 E OBLL Road, State 150
Photen 12, AZ 85032

J.C.

or (ii) to such other address of the Related Entities as the Related Entities may indicate by a written notice delivered to RN in compliance with <u>Section 14.6</u>.

14.6 Notice To RN. All notices or other communications required or permitted hereunder will be in writing and will be deemed given or delivered to RN: (i) when delivered personally, or when sent by registered or certified mail or by overnight courier service to RN at:

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Rewards Network Establishment Services Inc. Two North Riverside Plaza, Suite 200 Chicago, Illinois 60606 Attn: General Counsel Fax: (312) 463-0058

or (ii) to such other address of RN as RN may indicate by a written notice delivered to the Related Entities in compliance with Section 14.5.

- 14.7 Entire Agreement: Amendments. This 2014 DCPA contains the entire understanding between the parties hereto with regard to the subject matter contained herein and supersedes all prior written or oral agreements between the parties hereto and replaces all prior written agreements between the parties. This 2014 DCPA will not be modified, amended or supplemented except by written instrument signed by each of the parties hereto. Notwithstanding the foregoing, RN may modify the Program Fee Percentage upon thirty (30) days prior written notice to the Related Entities by sending such notice to the Related Entities pursuant to Section 14.5; provided, however, that the Related Entities may elect to terminate this 2014 DCPA prior to any such modification taking effect without penalty, including without paying any applicable early termination fee under Section 10.
- 14.8 Non-Reliance. Each of the Related Entities and RN hereby acknowledges and agrees that: (i) it has executed this 2014 DCPA as a free and voluntary act of its own free will without any threat, force, fraud, duress or coercion of any kind; (ii) it has had the opportunity to have this 2014 DCPA reviewed by an attorney of its choice, (iii) it has executed this 2014 DCPA without any reliance on any statement, warranty or representation by the other party hereto or their agents or representatives, except that RN has placed material reliance on the representations and warranties made by the Related Entities in this 2014 DCPA; (iv) it is executing this 2014 DCPA for the consideration expressed herein solely in reliance on its independent judgment; and (v) it has read and understands all aspects of this 2014 DCPA and all of its effects.
- 14.9 <u>Drafting of Agreement</u>. The parties hereto have participated jointly in the negotiation and drafting of this 2014 DCPA. In the event an ambiguity or question of intent or interpretation arises, this 2014 DCPA and any other agreements executed in connection herewith shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any of the parties by virtue of the authorship of any of the provisions of this 2014 DCPA.
- 14.10 Partial Invalidity. Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein will be held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or any other provisions hereof.
- 14.11 <u>Waiver</u>. The failure of RN to enforce at any time any provision of this 2014 DCPA will not be construed to be a waiver of such provision, nor in any way to affect the validity of this 2014 DCPA or any part bereof or RN's right thereafter to enforce each and every such provision.
- 14.12 No Third-Party Beneficiary. Nothing in this 2014 DCPA will operate to confer rights or benefits on persons or entities other than the Related Entities, RN, or their respective successors or permitted assigns whether third party beneficiary or otherwise; except that American Express is the intended third party beneficiary with respect to the "Authorized Processor; Disclosures to American Express" section of this Agreement and reserves all rights to assert any claims in connection with such section, as if it were a party to this Agreement.

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- DCPA, and any documents delivered in connection herewith, including but not limited to the Security Agreements and the Guaranty, (collectively, the "Related Documents") may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The signature of any party by electronic facsimile or pdf on this 2014 DCPA or any Related Document will be considered as an original signature.
- 14.14 <u>Binding</u>. This 2014 DCPA will be binding on the parties hereto as of the date RN approves this 2014 DCPA and funds the Payment.
- 14.15 <u>Amendment</u>. This 2014 DCPA may not be amended or otherwise modified except in a writing signed by all parties hereto.

14.16 Confidentiality

- (a) RN and the Related Entities acknowledge that they understand that because of the relationship described hereunder they may be privy to information regarding each other of a confidential nature, including cost, pricing information descriptions, specifications and other data ("Confidential Information"). Each party shall hold in confidence, and shall use reasonable efforts to cause its Affiliates, officers, directors, employees, agents, representatives and advisors to hold in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all documents and Confidential Information concerning each other in its possession or which is subsequently furnished to it by the other, except to the extent that such Confidential Information can be shown to have been: (i) in the public domain through no fault of either party or any of its Affiliates, or (ii) later lawfully acquired by either party or any of its Affiliates on a non-confidential basis from sources other than the other party or any of its Affiliates. Notwithstanding the foregoing, each party may disclose such Confidential Information to any of its Affiliates and any of their respective officers, directors, employees, agents, representatives and advisors (collectively, "Representatives") on a need-to-know basis in connection herewith so long as such persons are informed by the other party of the confidential nature of such information and are directed to treat such information confidentially. Each party will be responsible for any breach of this Section 14.16 by any of its Representatives. Each party's obligation to hold any information in confidence hereunder shall be satisfied if it exercises the same care with respect to such information as it would take to preserve the confidentiality of its own similar information. If this 2014 DCPA is terminated, the confidentiality required by this Section shall be maintained and, except as otherwise provided herein, each party shall destroy or return upon request, and shall use reasonable efforts to cause its Representatives to, destroy or return upon request, all documents and other materials, and all copies thereof, obtained from the other party or any of its Affiliates in connection herewith that are subject to such confidentiality.
- (b) The terms of this 2014 DCPA shall be deemed Confidential Information of both RN and the Related Entities. Except as otherwise permitted in this 2014 DCPA, neither RN nor the Related Entities shall disclose the terms of this 2014 DCPA to any third parties, except that a Party may make a public statement, press release, or other announcement regarding this 2014 DCPA if each public statement, press release, or other announcement has been approved in advance and in writing by the other Party, such approval to not be unreasonably withheld or delayed, and except that RN and the Related Entities may each disclose the terms of this 2014 DCPA to their respective Representatives, investors, owners, lenders, auditors, accountants, attorneys and advisors.

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Rewards Network Establishment Services, Inc., a Delaware corporation
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Name:
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CRGE Mesa, LLC An Arizona limited liability company
By: x Dellai Cours
Name: Debbic Corvo
Title: <u>Member</u>
CRGE Michigan, LLC An Arizona limited liability company
Byx Dollin Cours
Name: Debloic Corvo
Title: Member
CRGE Minncapolis, LLC An Arizona limited liability company
By: X Deplie Could
Name: <u>Delobie Corvo</u>
Title Member

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CRGE Foxborough, LLC An Arizona limited liability company
By: X Deffui Coule
Name: <u>Deloloje Covvo</u>
Title: Member
CRGE Colorado, LLC An Arizona limited liability company
By: x Reflec Conco
Name: Debbic Corvo
Title: <u>Member</u>
CRGE Cincinnati, LLC An Arizona limited liability company
By: x Deffii Pontso
Name: Debbie Corvo
Title: Member
CRGE Rancho Cucamonga, LLC An Arizona limited liability company
By: x Deffei Cours
Name: <u>Delobie Corvo</u>
Title: <u>Member</u>

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CRGE Folsom, LLC An Arizona limited liability company
By: x Dephi Colla
Name: Debie Corvo
Title: <u>Member</u>
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CRGE Illinois, LLC An Arizona limited liability company
By: X Walter Colle
Name: Debbic Corvo
Title: Member
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CRGE Newport News, LLC An Arizona limited liability company
By: Dobbie Could
Name: Debloie Covvo
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CRGE Syracuse, LLC An Arizona limited liability company
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By: x Selder Coul
Name: Debbie Corvo
Title: Member
CRGE Alabama, LLC An Arizona limited liability company
By: A Nobibe Could
Name: Debloic Covvo
Title: Member
CRGE Potomac, LLC An Arizona limited liability company By: X Julie Company
Name: Debbie Covo
Title: Member
CRGE Houston, LLC An Arizona limited liability company By: Lollie Could
Name: Delabic Carro
Title: Member
CRGE Oxnard, LLC An Arizona limited liability company By: K
Name: <u>Debble Corvo</u>
Title: Member

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CRGE Citynorth, LLC An Arizona limited liability company
By: x Robbi Engli
Name: Deloble Covo
Tille: <u>Member</u>
CRGE Boise, LLC
An Arizona limited liability company
By: A Dekhie Colle
Name: Deboie Corvo
Title: Member
CRGE Orlando, LLC An Arizona limited liability company By: X Relief Course
Name: Debiole Covvo
Title: Member
CRGE New Orleans, LLC An Arizona limited liability company
By: X Debley Cours
Name: <u>Delobie Covvo</u>
Title: Member

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Exhibit A

AUTHORIZED PROCESSOR INFORMATION

- 1.
- Name of Processor Processor Help Desk Phone Number: Store Name 2.
- 3.
- Store Number 4.
- Phone Number for Store 5.
- Address 6.
- 7.
- City, State, Zip AMEX Merchant ID Number 8.
- MasterCard/VISA Merchant ID Number 9.

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SCHEDULE 1 - Participating Locations Under 2014 DCPA

CRGE Mesa LLC CRGE Michigan LLC CRGE Minneapolis LLC CRGE Colorado LLC CRGE Foxbarough LLC CRGE Cincinnati, LLC CRGE Rancho Cucamonea LLC CRGE Folsom, LLC CRGE Illinois, LLC CROE Newport News, LLC CRGE Syracuse, LLC CRGE Peoria, LLC CRGE Alabama, LLC CRGE Potomac, LLC CRGE Houston, LLC CRGE Oxnard, LLC CRGE Citynorth, LLC CRGE Boise, LLC CRGE Orlando, LLC CRGE New Orleans, LLC

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4550 East Bell Road, Suite 150, Phoenix, AZ 85032 4698 Baldwin Road, #A-903, Auburn Hills, MI 48326 1623 Park Place, St. Louis Park, MN 55416 8230 Northfield Blvd., Suite 1370, Denver, CO 80238 275 Patriot Place, Foxborough, MA 02035 145 B. Second St., Cincinnati, OH 45202 12635 N. Main Street, Rancho Cucamonga, CA 91739 440 Paliadio Pkwy., Foisom, CA 95630 5441 Park Place, Rosemont, IL 60018 711 Thimble Shoals Blvd., Newport News, VA 23606 306 Hiawatha Blvd. West, Syracuse, NY 13290 9824 W. Northern Ave., Bldg. N. Peoria, AZ 85345 4720 Main Street, Orange Beach, AL 36561 15200 Potomac Town Pl., Woodbridge, VA 22191 1000 W. Oaks Mall, Houston, TX 77082 591 Collection Blvd., Oxnard, CA 93936 5310 East High Street, #A3 #115, Phoenix, AZ 85054* Toby Keith's I Love This Bar & Grill 3505 E. Monarch Sky Lane, Meridian, ID 83646* Toby Keith's I Love This Bar & Grill 5250 International Dr., Ste. E4, Orlando, FL 32819* Toby Keith's 1 Love This Bar & Grill One Poydras St., #245, New Orleans, LA 71030*

[&]quot;Added Participating Locations" as discussed in Section 6.7.

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EXHIBIT B

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REWARDS

PERSONAL GUARANTY

In order to induce Rewards Network Establishment Services Inc. ("RN"), a Delaware corporation, to enter into a Dining Credits Program Agreement with:

CRGE Mese, LLC, CRGE Michigan, LLC CRGE Minneapolis, LLC CRGE Cincinnati, LLC CRGE Foxborough, LLC CRGE Rancho Cucamonga, LLC CRGE Folsom, LLC CRGE Illnois, LLC CRGE Newport News, LLC CRGE Syracuse, LLC CRGE Colorado, LLC CRGE Peoria, LLC CRGE Alabama, LLC CRGE Potomac, LLC **CRGE Houston, LLC** CRGE Oxnerd, LLC CRGE Citynorth, LLC CRGE Bolse, LLC CRGE Orlando, LLC

CRGE New Orleans, LLC (Legal Names of Entities signing Dining Credits Program Agreement) (Each an "Obligor" or, collectively "Obligors")

and for other good and valuable consideration received, the Undersigned:

Debbie Coryo

(Legal Name(s) of Person(s) giving Guaranty)

(the "<u>Undersigned</u>" or "<u>Guarantor</u>"), jointly and severally, irrevocably and unconditionally guarantees to RN the prompt, full and timely performance of any and all obligations and agreements of any kind of Obligors to RN, however evidenced, whether now existing or hereafter arising, whether direct or Indirect, absolute or contingent, joint or several, whether due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured or original, renewed or extended (collectively, the "<u>Obligations</u>"). The Undersigned acknowledges and agrees that the Obligations guaranteed hereunder Include, without limitation, any and all the Undersigned acknowledges and agrees that the Obligations guaranteed hereunder Include, without limitation, any amendments obligations arising under or related to any agreement between Obligors and RN including, without limitation, any amendments to or restatements of any agreement, and any additional agreements after the date of this Guaranty.

This guaranty is a continuing guaranty and is a guaranty of performance and not of collection. The liability of the Undersigned hereunder is primary, direct, absolute and unconditional irrespective of any lack of validity, regularity, or enforceability of the Obligations or any agreement evidencing the same or relating thereto, any modification, supplement, extension or amendment of the Obligations or any agreements relating thereto, or any other circumstance that might otherwise constitute a defense of the Obligations or any agreements relating thereto, or any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Obligor, and such liability shall not be subject to any offset, set-off, reduction, defense or available to, or a discharge of, the Obligor, and such liability shall not be subject to any offset, set-off, reduction, defense or available to, or a discharge of, the Obligor. The liability of the Undersigned under this guaranteed hereunder and payment of any hereunder except by the full and complete performance of all of the Obligations guaranteed hereunder and payment of any other amounts due under this guaranty. This guaranty shall continue to be effective or shall be reinstated, as the case may be, other amounts due under this guaranty. This guaranty shall continue to be effective or shall be reinstated, as the case may be, other any performance of any of the Obligations is rescinded or must otherwise be undone for any reasons whatsoever, all any time any performance had not been made.

RN may, without notice to and without the consent of the Undersigned, and without impairing or in any way affecting the liability of the Undersigned to RN: (1) extend the time for performance of, and otherwise after the terms of performance of, or otherwise amend or modify, any Obligations guaranteed hereby; (2) release any other party including, but not limited to, guarantors of, or sureties on, any Obligations of Obligors to RN; (3) settle or compromise any guarantees of, or surety-ships on, any Obligations of Obligors to RN; and (4) exercise or refrain from exercising any right or remedy belonging to RN.

The Undersigned waives (1) notice of: (a) the acceptance by RN of this guaranty; (b) any extension of the Obligations by RN to Obligors; and (c) default by Obligors in the performance of any of the Obligations guaranteed hereby; and (2) diligence, demand of any kind, presentment, protest, notice of protest, notice of dishonor or non-performance with respect to any Obligations guaranteed hereby and all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Obligations or of the obligations of the Undersigned hereunder. This guaranty shall be enforceable with the enforcement of the Obligations or of the obligations of the Undersigned hereal, held by RN at any time or from by RN without regard to, and without necessity for resorting to, any Obligations guaranteed hereby, and without regard to, and without necessity for resorting to, Obligors or any other guaranter of, or surety on, any Obligations of Obligors to RN. The Undersigned necessity for resorting to, Obligors or any other guaranter of, or surety on, any Obligations of Obligors to RN.

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shall have no right of subrogation against the Obligors are not of the decease or property or any exercity held for any Obligations until RN shall have been paid in full all Obligations.

No delay, or failure, on the part of RN in exercising any of its options, powers or rights shall constitute a waiver thereof nor in any way affect the validity of this guaranty or any part hereof or RN's right thereafter to enforce each and every such provision no waiver of any of RN's rights hereunder shall be deemed to be made by RN unless the same shall be in writing, duly signed by RN, and such waiver, if any, shall apply only with respect to the specific instance involved. If any provision herein is held to be unenforceable, such provision will be ineffective only to the extent of such unenforceability without invalidating the remainder of such provision or any other provisions hereof.

This guaranty contains the entire agreement of RN and the Undersigned with respect to the subject matter of this guaranty. The Undersigned hereby acknowledges and agrees that (1) this guaranty was executed as a free and voluntary act of free will without any threat, force, fraud, duress or coercion of any kind; (2) he/she has had the opportunity to have this guaranty reviewed by an attorney of his/her choice, (3) this guaranty was executed without any reliance on any statement, warranty or representation by RN, or its agents or representatives or anyone else; (4) this guaranty was executed for the consideration expressed herein solety in reliance on his/her independent judgment; and (5) he/she has read and understands at aspects of this guaranty and all of its effects. This guaranty may not be amended nor modified except by writing duly executed by RN.

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or any other provisions hereof

THIS GUARANTY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS GUARANTY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, AND STATUTORY OR OTHER CLAIMS, OR CLAIMS RELATING TO EVENTS PRIOR OR SUBSEQUENT TO THE EXECUTION OF THIS GUARANTY, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAIMS THE EXCLUSIVE OF THE STATE OF ILLINOIS. FOR ANY ACTION, SUIT OR PROCEEDING RAISING SUCH CLAIMS THE EXCLUSIVE FORUM SHALL BE THE STATE COURT LOCATED IN COOK COUNTY, IILINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE LURISDICTION OF THE FOREGOING COURTS. Each party will bear the expense of its respective attorneys, expense, JURISDICTION OF THE FOREGOING COURTS. Each party will bear the expense of its respective attorneys, expense, and witness fees, regardless of which party prevails, unless applicable law gives either party the right to recover any of those fees from the other party.

WAIVER OF CLASS ACTION: WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, RN AND GUARANTOR AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND RN AND GUARANTOR ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO PARTICIPATE AS A AND RN AND GUARANTOR ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO PARTICIPATE AS A CATION, REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, PUTATIVE OR PURPORTED CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION, OR LAWSUIT RELATING REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION, OR LAWSUIT RELATING TO ANY CLAIMS (AS HEREINAFTER DEFINED), WHETHER BROUGHT UNDER STATE OR FEDERAL LAW. RN AND GUARANTOR ARE EACH EXPRESSLY WAIVING ANY AND ALL RIGHT TO JOIN OR CONSOLIDATE CLAIMS IN ANY AGREEMENT). FURTHER, BY ENTERING INTO THIS AGREEMENT, RN AND GUARANTOR ARE EACH EXPRESSLY AGREEMENT). FURTHER, BY ENTERING INTO THIS AGREEMENT, RN AND GUARANTOR ARE EACH EXPRESSLY WAIVING THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ALL CLAIMS. The term "Claim" means any claim, dispute, or controversy (whether based on contract, tori, statute, or otherwise, and whether seeking monetary or any form of non-monetary relief), arising from or relating to this Agreement or the relationship between RN, Guarantor, and Obligors, including pre-existing, present, and future claims, and claims regarding the enforceability or scope of this waiver (collectively, "Claims") pre-existing, present, and future claims, and claims regarding the enforceability or scope of this waiver (collectively, "Claims") pre-existing, present, and future claims, and claims regarding the enforceability or scope of this waiver (collectively, "Claims") pre-existing, present, and future claims, and claims regarding the enforceability or scope of this waiver (collectively, "Claims") pre-existing, present, and future claims, and claims regarding the enforceability or scope of this waiver (collectively, "Claims") pre-existing, present, and directors, a

RN may sell, pledge, assign or otherwise transfer this guaranty and/or any rights under this guaranty to any person (each, a "Transferee") without the consent of Guarantor. Any Transferee will be entitled to exercise any and all of RN's rights and receive all benefits afforded RN hereunder.

The Undersigned, if more than one, shall be jointly and severally liable hereunder, and the term "<u>Undersigned</u>" or "<u>Guarantor</u>", wherever used herein, shall mean all of the Undersigned and any one or more of them.

The Undersigned hereby grants RN the unlimited right to periodically obtain, receive, and exchange credit information regarding the Undersigned, including but not limited to information and evaluations through credit reporting agencies and consumer credit reports from credit reporting agencies for the business purposes of evaluating the request to enter into a consumer credit reports from credit reporting agencies for the business purposes of evaluating the request to enter into a business transaction with Rewards Network, monitoring existing business transactions with Rewards Network, evaluating business transactions in which the Undersigned is Involved, and conducting collection efforts (if subsequent or future business transactions in which the Undersigned acknowledges that RN may use an agent or necessary) relating to the Obligations and this Guaranty. The Undersigned acknowledges that RN may use an agent or servicer to obtain and evaluate this information.

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A facsimile or electronic copy of this Agreement signed by the Undersigned will be considered an original document.

6 - 27 - 14 Date	Perio
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Signature of Guarantor	Signature of Guarantor
Print Name Print Name	Print Name
5779 E. Hadgehog Place Home Street Address	Home Street Address
Scott scale 02 85266 Home City, State and Zip Code	Home City, State and Zip Code
Home Telephone Number	Home Telephone Number
Date of Birth	Date of Birth
Social Security Number	Social Security Number

To help the government light the funding of terrorism and money laundering activities, we obtain, verify, and record information that Identifies each person who enters into an Agreement with RN. What this means for your Whan you enter into an Agreement with RN, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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EXHIBIT C

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		b.	



SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of ________, 2014, is entered into by and between REWARDS NETWORK ESTABLISHMENT SERVICES INC., a Delaware corporation, having an office at Two North Riverside Plaza, Suite 200, Chicago, Illinois 60806 ("Secured Party"); and the following entities (each individually, an "Obligor" and collectively, the "Obligors"):

CRGE Mesa, LLC, an Arizona limited liability company. CRGE Michigan, LLC, an Arizona limited liability company; CRGE Minneapolis, LLC, an Arizona limited liability company; CRGE Foxborough, LLC, an Arizona limited liability company; CRGE Colorado, LLC, an Arizona limited liability company; CRGE Cincinnati, LLC, an Artzona limited liability company; CRGE Rancho Cucamonga, LLC, an Arizona limited liability company; CRGE Folsom, LLC, an Arizona limited liability company; CRGE Illinois, LLC, an Arizona limited liability company; CRGE Newport News, LLC, an Arizona limited liability company; CRGE Syracuse, LLC, an Arizona fimited liability company; CRGE Peoria, LLC, an Anzona limited liability company; CRGE Alabama, LLC, an Arizona limited liability company; CRGE Potomac, LLC, an Arizona limited liability company: CRGE Houston, LLC, an Arizona limited liability company; CRGE Oxnard, LLC, an Arizona limited liability company; CRGE Citynorth, LLC, an Arizona limited liability company; CRGE Boise, LLC, an Arizona limited liability company: CRGE Orlando, LLC, an Arizona limited liability company; and CRGE New Orleans, LLC, an Arizona limited liability company.

The official address for Obligors collectively, for notice purposes pursuant to this Agreement, is as follows:

4550 Fast Bell Road, Suite 15/1, Phoents, AZ, 85032 (Official Address for Obligors)

- Secured Party and Obligors have entered into one or more agreements relating to the purchase of certain accounts
 receivable by Secured Party and relating to certain marketing, customer feedback, and frequent dining services to be
 provided by Secured Party, and may hereafter supplement, modify, amend and/or renew such agreements or enter into
 further agreements (collectively, such agreements whether now or hereafter existing, the "Agreements").
- 2. As security for, and to guerantee, the prompt, full and timely payment, performance and observance of any and all indebtedness, liabilities, obligations and agreements of any kind of Obligor to Secured Party, however evidenced, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, whether due (upon default, termination, or otherwise) or not due, primary or secondary, liquidated or unliquidated or original, renewed or extended, including, without limitation, those which arise under or in connection with any of the Agreements (the "Obligations"), Obligor hereby grants to Secured Party a continuing security interest (the "Security Interest") in the following: All of Obligor's personal property and fixtures, tangible and intangible, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (the "Collateral"), including without limitation: all equipment, furniture, artwork, inventory, instruments, investment property, documents, general intengibles, deposits, contract rights, tradenames, trademarks, patents, supporting obligations, payment intangibles, chattel paper, commercial tort claims, licenses, liquor licenses, permits, franchise agreements, payments due from credit card and bank card companies or processors, accounts receivable, accounts, leases, deposit accounts, refunds of bonds, monies due or to become due from the State Liquor Authority and for State Division of Alcoholic Bevarage Control and, to the extent not listed above as original collateral, all products and proceeds of all of the Collateral in whatever form, including, without limitation, all payments under insurance, whether or not Secured Party is the loss payee thereof, all proceeds of any governmental taking, and any indemnity, warranty, letter of credit (including the right to draw on such letter of credit), or guaranty payable by reason of any default under, loss of, damage to or otherwise with respect to, any of the foregoing.

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- 3. Obligor shall promptly execute and deliver to Secured Party any written instruments or documents and perform all lawful acts which Secured Party deems necessary or desirable to protect the Security Interest or otherwise to carry out the provisions of this Agreement, including, but not limited to, the execution of Uniform Commercial Code financing, continuation, amendment and termination statements and slimitar instruments, the execution of any other documents requested by Secured Party, such actions as Secured Party deems necessary or desirable to assist the Secured Party in obtaining control and/or possession with respect to Collateral which can be perfected by control and/or possession, and the procurement of waivers and disclaimers of interest in the Collateral by the owners of any real estate on which the Collateral is located. Obligor shall promptly furnish to Secured Party, from time to time, upon request, written statements and schedules identifying and describing the Collateral in such detail as Secured Party may require and such other reports or financial statements as Secured Party may reasonably request, all in reasonable detail.
- 4. (a) Obligor hereby irrevocably authorizes Secured Party to file, at any time and from time to time in any jurisdiction, without the signature of Obligor, one or more financing and/or continuation statements, and amendments or modifications thereto, relating to all or any part of the Collateral where permitted by law. Obligor hereby irrevocably appoints Secured Party as its authorized representative (coupled with an interest), with full authority and power in the place and stead of Obligor and in its own name or otherwise, at any time and from time to time, in Secured Party's discretion, to take any oction or execute any instrument or document which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation: (i) to collect moneys due and to become due under or in respect of any of the Collateral and (ii) to file any claims, take any ection or institute any proceeding on behalf of Obligor which Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral.
- (b) If Obligor fails to perform any of its obligations or agreements contained herein. Secured Party may itself perform, or cause performance of, such obligations and agreements, and the costs and expenses of Secured Party Incurred in connection therewith shall be payable by Obligor and shall be fully secured hereby.
- (c) The powers conferred upon Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall have no duty to Obligor with respect to the Collateral other than the duty to use reasonable care in the safe custody of any of the Collateral in its possession and shall be under no obligation to Obligor or any other party to take any steps necessary or desirable to preserve rights in the Collateral against other parties or any other rights pertaining to the Collateral, including, without limitation, the performance of Obligor's obligations under any agreement.
- (d) Anything herein to the contrary notwithstanding, (i) Obligor shall remain liable under all contracts, agreements, licenses and leases relating to the Collateral to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed; (li) the exercise by Secured Party of any of its rights hereunder shall not release Obligor from any of its obligations under any contracts, agreements, licenses and leases relating to the Collateral; and (iii) Secured Party shall not have any obligations or liabilities by reason of this Agreement under any contract, agreement, license or lease to which it is not a party.
- 5. Except for sales of inventory in the ordinary course of Obligor's business, Obligor shall not sell, assign (by operation of law or otherwise), or otherwise transfer any interest in all or a portion of the Collateral without first obtaining Secured Party's written consent. Should such consent be given, Obligor agrees to account to Secured Party for the proceeds of any such sale, assignment or transfer, to hold such proceeds in trust for Secured Party, and to pay same to Secured Party to be applied against the Obligations of Obligor to Secured Party.
- 6. Obligor represents, warrants and covenants that: (a) all of the Collateral is and shall continue to be located at the Obligor's place of business for so long as there remain outstanding Obligations; (b) none of the Collateral shall be removed from such location unless Secured Party receives written notice of such removal, stating the address to which such Collateral will be removed, at least thirty (30) days prior to such removal and Secured Party gives its prior written consent to such removal; (c) Obligor is and shall be the legal and beneficial owner of the Collateral and has the sole right to grant a security interest therein or other encumbrance and Obligor shall defend, at its own cost and expense, the Collateral against dilution and all claims and demands of all persons; (d) Obligor will not permit anything to be done that Collateral against dilution and all claims and demands of all persons; (d) Obligor will not permit anything to be done that may impair or lessen the value of any of the Collateral or the Security Interest granted by this Agreement; (e) Obligor has may impair or lessen the value of any of the Collateral or the Security Interest granted by this Agreement; (e) Obligor has lower and authority to own its assets and to transact its business and is duly qualified and in good standing under the lower and authority to own its assets and to transact its business and is duly qualified and in good standing under the lower and authority to own its assets and to transact its business and is duly qualified and in good standing of this lower of each jurisdiction in which qualification is required; (f) the execution and performance by the Obligor of this lower of each jurisdiction with its respective terms; (h) no authorization, approval or other action by, and no notice to or enforceable in accordance with its respective terms; (h) no authorization, approval or other action by, and no notice to or

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execution, delivery or performance of this Agreement by the Obligor, (2) for the perfection or maintenance of the Security Interest; or (3) for the exercise by Secured Party of the rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement; (I) there are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or weived; and (j) Obligor shall not change its legal name, its legal form or the state of its formation without providing thirty days prior written notice to Secured Party.

- 7. Obligor shall, at its own expense, maintain insurance covering the Collateral in an amount not less then the full replacement value of such Collateral and against such risks, in such form and with such insurers, as shall be satisfactory to Secured Party. Obligor shall, if so requested by Secured Party, promptly deliver to Secured Party original or duplicate policies of such insurance and, as often as Secured Party may reasonably request, a report of a reputable insurance broker with respect to such insurance. Further, Obligor shall, at the request of Secured Party, duly execute and deliver instruments of assignment of such insurance policies to comply with the requirements of Section 3 and cause the insurers to acknowledge notice of such assignment. Secured Party is hereby appointed as Obligor's irrevocable authorized representative during the term of this Agreement to settle any claims with insurers in the event of loss or damage, and, upon the occurrence of a Default (as defined in Section 8 of this Agreement) under this Agreement, to cancel, assign or surrender any insurance policies.
- 8. (a) Each of the following shall constitute a "Default" under this Agreement: (i) default under or breach by Obligor of any agreement between Obligor and Secured Party; (ii) Obligor's failure to comply with any of the terms or conditions of this Agreement; (iii) any representation, warranty or other statement of fact given herein or in any writing at any time furnished by or on behalf of Obligor to Secured Party in connection with this Agreement or otherwise shall be false or misleading in any material respect when given or any time thereafter; (iv) Obligor commences dissolution proceedings; makes an assignment for the benefit of its creditors; commences a proceeding for the appointment of a receiver, trustee, its indicator or conservator of itself or any substantial part of its property; files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; (v) Obligor sells or transfers its business, in whole or in part; and (vi) Obligor's failure to make payment of, or perform, any of its Obligations when due (whether upon default, termination, or otherwise).
- (b) Upon the occurrence of a Detault, all Obligations including, without limitation, all amounts due and owing from Obligor to Secured Party, shall at Secured Party's option become immediately due and payable without any presentment, demand, notice of dishonor, protest or notice of any kind to Obligor, all of which are hereby expressly waived by Obligor, and Secured Party may without further notice and without legal process, take possession of the Collateral or any part thereof, sell or otherwise dispose of such Collateral or any part thereof, and pursue any and all further rights and remedies it may have under the law including, without limitation, the rights of a secured party under the Uniform Commercial Code. Obligor hereby acknowledges that ten (10) business days prior written notice of any sale, sales or disposition of the Collateral shall be reasonable notice. In addition, Obligor waives any and all rights it may have to a judicial hearing in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, Secured Party's rights following a Default to take immediate possession of the Collateral and to exercise its rights with respect thereto. Obligor shall, upon demand, pay all costs and expenses and relmburse Secured Party for all costs and expenditures, including without limitation attorneys' fees and legal expenses, in connection with protecting, preserving or enforcing Secured Party's rights and remedies under this Agreement or applicable law-
- (c) After deducting all reasonable costs and expenses of collection, custody, sale, other disposition, delivery and all other charges (including attorneys' fees) due against the Collateral, any residue of the proceeds of any such sale or other disposition shall be applied to payment of the Obligations, except as otherwise provided by law or directed by any court of competent jurisdiction thereof. Obligor shall be liable for any deficiency in payment of the Obligations, including all reasonable costs and expenses of collection, custody, sale, other disposition, delivery and all other charges (including attorneys' fees) due against the Collateral.
- (d) Upon the occurrence of a Default and at any time or times thereafter, subject to the provisions of applicable law, Secured Party may commence proceedings in any court of competent jurisdiction for the appointment of a receiver of the Collateral, or of any part thereof, or may by instrument in writing appoint any person to be receiver of the Collateral or any part thereof; and any such receiver shall be deemed the agent of Obligor and Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.
- 9. Obligor shall indemnify and hold Secured Party harmless from, and upon demand pay to Secured Party the amount of, any and all tosses, costs, damages, liabilities or expenses, including, without limitation, attorneys' fees, that Secured Party any sustain or incur in connection with (a) the administration and enforcement of this Agreement, (b) the enforcement of payment, performance or fulfillment of any of the Obligations, (c) the custody, preservation, use or operation of, or the

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sale of, collection from, or other realization upon, any of the Collateral, (d) any Default, (e) any proceeding or action arising from or relating to any of the foregoing including, without limitation, all manner of participation in (i) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings of Obligor, (ii) judicial or regulatory proceedings in connection with the collection of the Obligations and (iii) judicial and non-judicial workouts, restructurings and other negotiations or proceedings (whether or not any transaction contemplated thereby is consummated) of or with the Obligor, and (f) any transfer of Collateral into or out of the name of Secured Party (including taxes, if any).

- 10. Except as otherwise provided in this Agreement, all notices and other communications hereunder shall be deemed to have been sufficiently given to all of the Obligors, or to RN, when delivered personally, when sent by mail or overnight courier service using the address of official address of Obligors or of Secured Party as set forth in this Agreement, or such other address as such party has provided in compliance with this <u>Section 10</u>, or when sent by email or facsimile to Obligors using the email address or facsimile number of Obligors set forth in the records of Secured Party. Each of the parties hereto shall have the right to rely on written notice sent by facsimile as an original notice given hereunder.
- 11. No course of dealing between Obligor and Secured Party, nor any delay by Secured Party in exercising any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege by Secured Party. Secured Party may release, exchange or modify any Collateral or security which it may from time to time hold and may release, surrender or modify the liability of any third party without giving notice hereunder to Obligor, Such modifications, changes, renewals, releases or other actions shall in no way affect any of the Obligations or Obligor's other obligations hereunder. The rights and remedies of Secured Party hereunder are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law or in equity or pursuant to any agreement, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code. Secured Party shall not be required to marshal any Collateral or resort to such Collateral in any particular order. It is understood and agreed that all understandings and agreements heretofore had between the parties, if any, with respect to the subject matter hereof are merged into this Agreement, which alone fully and completely expresses their agreement with respect thereto.
- 12. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Illinois (as opposed to the conflict of law principles). The state and federal courts located in Cook County, State of Illinois, shall have exclusive jurisdiction over all legal proceedings relating to this Agreement, except that nothing herein shall prevent Secured Party from initiating or filing a lawsuit, action, or similar proceeding in any other forum to conduct a judicial or non-judicial foreclosure or sale as permitted under applicable law. Obligor hereby waives trial by jury in any litigation in any court with respect to, in connection with, or arising out of this agreement, or any instrument or document delivered pursuant to this agreement, or the validity, protection, interpretation, collection or enforcement thereof, or any other claim or dispute howsoever arising, between Obligor and Secured Party.
- 13. All rights of Secured Party and the Security Interest under this Agreement, and all obligations of the Obligor under this Agreement, shall be absolute and unconditional, irrespective of (a) any lack of validity or enforceability of any other agreement or instrument relating thereto; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any other agreement; (c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release, or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; (d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Obligations; (e) any change, restructuring or termination of the legal structure or existence of Obligor, and (f) any other circumstance which might otherwise constitute a defense available to, or a discharge of Obligor.
- 14. This Agreement shall be binding upon and Inure to the benefit of the parties hereto and their respective successors and assigns, including any other holder or holders of any Obligations, provided, however, that Obligor shall have no rights of assignment without the prior written consent of Secured Party. This Agreement may be executed in two or more counterparts, each of which shall together constitute one and the same agreement. The signature of any party by electronic facsimile shall be considered as an original signature. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. No modification, recession, waiver, release or amendment of this Agreement shall be made except by a written agreement executed by Obligor and Secured Party. A copy of this Agreement may be accepted as an original. This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until all of the Obligations have been paid, performed and observed.

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15. Authorized Signatory. Debbie Corvo is the sole member of Boomtown Entertainment, LLC, which is the sole member of each Obligor. Obligors and RN agree that Ms. Corvo's signature below shall serve as the signature and acceptance of each Obligor to this Agreement IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives. CRGE Mesa, LLC CRGE Michigen, LLC **CRGE Minneapolis, LLC** CRGE Foxborough, LLC **CRGE Colorado, LLC** CRGE Cincinnati, LLC CRGE Rancho Cucamonga, LLC CRGE Folsom, LLC CRGE Illinois, LLC CRGE Newport News, LLC CRGE Syracuse, LLC CRGE Peoria, LLC CRGE Alabama, LLC CRGE Potomac, LLC CRGE Houston, LLC CRGE Oxnerd, LLC CRGE Citynorth, LLC CRGE Boise, LLC CRGE Oriendo, LLC CRGE New Orleans, LLC Legal Name of Merchant (Obligor) Rewards Network Establishment Services Inc. Ву Authorized Signature **Authorized Signature** Debble Corvo Print Name Title Managing Member Title

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Exhibit 2

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

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2016 FEB 10 PM 3: 59

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

CLERK OF UMCUIT COURT

Defendant(s)/Respondent(s).

	<i>9)</i> .	
1 Chona Ik Young	Being duly sworn, depose and say that I am fully qualified und	er state
described below:	on where the documents were served, and executed service in the m	lanner
Documents Served: Summons & Comple	laint	
Service Upon: Debbie Corvo		
Date of Service: January 31st, 2016	Time Of Service: 12:48 PM	
Address of Service: 5779 E Hedgehog Pl	I, Scottsdale, AZ 85266	
Manner of Service:		
By serving	in person.	
Substitute, by serving John Doe, a perseaddress of service.	son of suitable age & discretion who resides with Debbie Corvo at a	the
By personally serving	who holds the positi	on of
Other Service, As Detailed Below.	_	·
Non-Service for the Reasons Detailed Be	elow. , 5'7" 17514s. John Dr reverel his name. er and not coming out to accept service.	
Starked the defendant was in show	er and not coming out to accept service.	
I certify under penalty of perjury that the fore	egoing is true and correct.	
x flyoryo		
	<i>ung</i> County	
	odity	
Subscribed and Sworn to before me this Of day of Casally 2016.	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County	
Notary	Public Page Comm Evoires Nov 30 2018	

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2120 - Served 2220 - Not Served 2320 - Served By Mail 2121 - Served 2221 - Not Served 2321 - Served By Mail

2420 - Served By Publication SUMMONS	2421 - Served By Publication ALIAS - SUMMONS	(2/28/11) CCG N00
I	THE CIRCUIT COURT OF COO	K COUNTY, ILLINOIS
	TY DEPARTM ENT , FEB 10 RAV	•
	CLERK OF CIRCUIT	UGG.
	LAN DIVISIN	
		No. 2016 L 000069
P.P. I. A. D. D. L. EURING C.		
REWARDS NETWORK ESTABLE	SHMENT SERVICES INC. (Name all parties)	
٧.	(Name an parties)	İ
SEE ATTACHED SERVICE LIST		Í
		•
	• SUMMONS () ALIAS	SUMMONS
To each Defendant:		
VOU ARE SUMMONED	and required to file an answer t	o the complaint in this case, a copy of which is
		ed fee, in the Office of the Clerk of this Court at the
following location:		,
Richard J. Daley Cente	er, 50 W. Washington, Room802	
O District 2 - Skokie	O District 3 - Rolling Meade	ows O District 4 - Maywood
5600 Old Orchard Rd.	2121 Euclid	1500 Maybrook Ave.
Skokie, IL 60077	Rolling Meadows, IL 600	
District 5 - Bridgeview 10220 S. 76th Ave.	O District 6 - Markham 16501 S. Kedzie Pkwy.	O Child Support 28 North Clark St., Room 200
Bridgeview, 1L 60455	Markham, IL 60428	Chicago, Illinois 60602
	service of this Summons, not counting	
F YOU FAIL TO DO SO, A JUI EQUESTED IN THE COMPLA		ENTERED AGAINST YOU FOR THE RELIEF
_	11141	
o the officer:		
		o whom it was given for service, with endorsement made, this Summons shall be returned so endorsed.
is Summons may not be served t		made, this Summons shall be returned so endorsed.
ty. No.: 58012		INESS. JAN 6 - 2015
Ime: Dinsmore & Shohl LLP	WEI	.(1500)
ty. for: Rewards Network Establish	ment Services Inc	POROTHY BROWN
Idress: 227 W. Monroe St., Suite		CLERK OF CIRCUIT COURT
ty/State/Zip: Chicago, IL 60606	· · · · · · · · · · · · · · · · · · ·	
ephone: (312) 428-2726	Date	(To be the Art of one opy left with defendant
	Mandan and American	
vice by Facsimile Transmission v	vill be accepted at:	

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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SERVICE LIST

CRGE MESA, LLC d/b/a Toby Keith's 1 Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE COLORADO, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE MICHIGAN, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE FOXBOROUGH, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE CINCINNATI, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032 CRGE RANCHO CUCAMONGA, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE FOLSOM, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE ILLINOIS, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE NEWPORT NEWS, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032 CRGE SYRACUSE, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE PEORIA, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE ALABAMA, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

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CRGE HOUSTON, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE ORLANDO, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150

CRGE BOISE, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

Phoenix, AZ 85032

CRGE POTOMAC, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032 CRGE MINNEAPOLIS, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE CITYNORTH, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE NEW ORLEANS, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

CRGE OXNARD, LLC d/b/a Toby Keith's I Love This Bar and Grill c/o Gregory E. McClure as registered agent 4550 E. Bell Rd. Ste 150 Phoenix, AZ 85032

Debbie Corvo 5779 E. Hedgehog Place Scottsdale, AZ 85266

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Exhibit 3

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT – LAW DIVISION

REWARDS NETWORK
ESTABLISHMENT SERVICES INC.,

Plaintiff,

v.

CRGE MESA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE COLORADO, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE MICHIGAN, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE FOXBOROUGH, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE CINCINNATI, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE RANCHO CUCAMONGA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL: CRGE FOLSOM, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE ILLINOIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEWPORT NEWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE SYRACUSE, LLC, CRGE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ALABAMA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE HOUSTON, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE OXNARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE POTOMAC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE MINNEAPOLIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ORLANDO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE CITYNORTH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE BOISE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY: CRGE NEW ORLEANS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; and DEBBIE CORVO, an individual.

Defendants.

Case No. 2016 L 000069

Amount: \$388,742.71

CERTIFICATE OF DEFAULT

I, Nicole H. Daniel, attorney for Rewards Network Establishment Services Inc., do hereby certify that on March 22, 2015, I checked the registrar for this case.

I further certify the proof of service of summons shows that the following parties have been served on the dates indicated as follows:

PARTY	DATE OF SERVICE
Debbie Corvo	January 31, 2016
CRGE Mesa, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Colorado, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Michigan, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Foxborough, LLC, an Arizona	February 19, 2016
limited liability company	
CRGE Cincinnati, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Rancho Cucamonga, LLC, an	February 19, 2016
Arizona limited liability company	
CRGE Folsom, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Illinois, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Newport News, LLC, an Arizona	February 19, 2016
limited liability company	
CRGE Syracuse, LLC, an Arizona limited	February 19, 2016
liability company;	
CRGE Peoria, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Alabama, LLC, an Arizona limited	February 19, 2016
liability company	

CRGE Houston, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Oxnard, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Potomac, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Minneapolis, LLC, an Arizona	February 19, 2016
limited liability company	
CRGE Orlando, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Citynorth, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE Boise, LLC, an Arizona limited	February 19, 2016
liability company	
CRGE New Orleans, LLC, an Arizona	February 19, 2016
limited liability company	

I further certify that no party has filed an appearance in this action.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

Timothy L. Binetti

Nicole H. Daniel

DINSMORE & SHOHL LLP

227 W. Monroe St, Suite 3850

Chicago, IL 60603

(312) 428-2726 Firm No. 59012

Firm No. 58012

timothey.binetti@dinsmore.com nicole.daniel@dinsmore.com

Attorneys for Rewards Network Establishment Services Inc.

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Exhibit 4

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

CASE NO.: 2016 L 000069

AFFIDAVET OF NON-SERVICE

Rewards Network Establishment

Services, Inc.

vs.	
CRGE Mesa, L Keith's I Love 'l Grill, et. al.	
State of Arise County of Mari	
	Le louve, being duly sworm, deposes and says that I am authorized to serve this process in service was altempted in.
After a careful inc Keith's I Love T	quiry and due diligence, I have been unable to effect service upon CRGE Oxnard, LLC $d/b/a$ Toby his Bar and Grill at , ,
DATE & TIME 01/14/2016-10:07 AM	REMARKS: 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a co-instruction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 B JUNIPER AVE, Scottsdalæ, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said shee's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to

confirm residency but neighbor dican't answer the door. 01/28/2016-10:47 Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't AM answer the door. Spoke with a malte neighbor across the street. He said he don't know who live in

shutters closed. I can't see inside the house. No car on the driveway, I tried to contact a neighbor to

01/29/2016-07:25 Rang the doorbell no answer. Quiest inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighborr to confirm residency but neighbor didn't answer the door. AM

house # 5124 and he don't know iff the house is vacant.

02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I PM rang the doorbell no answer. I also knocked on the door...I don't think the doorbell work. No vehicle on the driveway. All shutters closeed, Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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Adordo

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and subscribed before me this 23 day of february, 2016 by an affiant who is personally known to me or product diametification.

NOTARY PUBLIC

Cost of Attempted Service

134.90

Client File#: - Our File# 76691

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IN THE CIRCUIT COURT OF COOKS COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

CASE NO.; 2016 L 000069

ANTIDAVIT OF NON-SERVICE

Rewards Network Establishment

Services, Inc.

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, ,	
CRGE Mesa, L Keith's I Love T Grill, et. al.	
State of Arize County of Mari	
I Chong -	Le Joung, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful inc Toby Keith's I L	quiry and due diligence, I knave been unable to effect service upon CRGE New Orleans, LLC d/b/a ove This Bar and Grill att,,
DATE & TIME	REMARKS:
01/14/2016-10:07 AM	4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.

- 01/26/2016-12:54 5124 E JUNIPER AVE, Scottsdale, AZ 85254 It's a residential address. Rang the doorbell no PM

 answer. I didn't bear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. Since said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage:-cans down for awhile now.
- O1/27/2016-08:33 I rang the doorbell no arreswer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
- 01/28/2016-10:47 Rang the doorbell and aliso knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried! to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
- 01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contactuse neighbor to confirm residency but neighbor didn't answer the door,
- 02/01/2016-08:28 House is very dark and equiet inside. Outside is very dark too. All inside and outside lights are off. I
 PM rang the doorbell no answer. I also knocked on the door...I don't think the doorbell work. No vehicle
 on the driveway. All shareters closed. Tried to contact a neighbor to confirm residency but neighbor
 didn't answer the door...

The undersigned declares under penalty officeriury that the foregoing is true, correct and my free act and deed.

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Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and subscribed before me this 23 day of 2016
by an affiant who is personally known to me or acceptant identification.

NOTARY PUBLIC

Cost of Attempted Service 349

Client File#: - Our File# 76690

IN THE CIRCUIT COURT (MF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netwo	ork Establishmenxt
V8.	
CRGE Mesa, L Keith's I Love ' Grill, et. al.	LC d/b/a Toby This Bar and
State of Arize County of Mar:	
the circuit/count	k Young , being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful in Toby Kelth's I I	quiry and due dilägence, I have been unable to effect service upon CRGE Citynorth, LLC d/b/a Love This Bar anxi Grill at , ,
DATE & TIME 01/14/2016-10:01 AM	REMARKS: 7 4550 E Bell Rel Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodelizing. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't, hear any sound when i rang the door bell. Quiet inside the house. All shutters close I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female analysis. She said she's not 100% sure if the house is vacant but she haven't seen anyone put the for garbage cans down for awhile now.
01/27/2016-08:33 AM	I rang the doorlibell no answer, I also knocked on the door but no answer. Quiet inside the house. Al shutters closed, I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
01/28/2016-10:47 AM	Rang the doorbeell and also knocked on the door no answer. No vehicle on the driveway. All shutters are classed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
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02/01/2016-08:28 PM	House is very stark and quiet inside. Outside is very dark too. All inside and outside lights are off. I rang the doorbeell no answer. I also knocked on the doorI don't think the doorbeell work. No vehicle on the drivewagy. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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X Arizona Quick Serve

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and sybscribed before me this 23 day of towns you, 2016 by an affiant who is personally known to me or process dentification.

NOTARY PUBLIC

Cost of Attempted Service

\$34.50

Client File#: - Our File# 76689

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netwo Services, Inc	ork Establishment	. .
VS.		
CRGE Mesa, Li Keith's I Love T Grill, et. al.		
State of Arizo County of Mari		
I Chona the circuit/county	Le Young, being duly sworn, deposes and says that I am authorized to serve this processor was attempted in.	ess in
After a careful inc Toby Keith's I L	quiry and due diligence, I have been unable to effect service upon CRGE Minneapolis, LLC ove This Bar and Grill at , ,	d/b/a
<u>DATE & TIMB</u> 01/14/2016-10:07 AM	REMARKS: 7 4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 1: under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being to over by a weightloss company.	50 is aken
01/26/2016-12:54 PM	answer. I didn't hear any sound when I rang the door bell. Quiet inside the house. All shutters I can't see inside the house. There's a note on the door from APS for shut off for non payment tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spe with a female subject. She said she's not 100% sure if the house is vacant but she haven't seem anyone put their garbage cans down for awhile now.	i ciose t. I oke
01/27/2016-08:33 AM	I range the doorbell no answer. I also knocked on the door but no answer. Quiet inside the houshutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor didn't answer the door.	se. Al bor to
AM	Range the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live house # 5124 and he don't know if the house is vacant	e in
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The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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Arizona Guick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Cost of Attempted Service .

\$34.50

NOTARY PUBLIC

Client File#: - Our File# 76688

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards News Services, Inc	ork Establishment	
VS.	•	
CRGE Mesan, L Keith's I Lowe 1 Grill, et. al.	LC d/b/a Toby This Bar and	
State of Arize County of Mar:		
the circuit/county	Le Lowe being duly sworn, deposes and says that I am authorized to serve this process a service was attempted in.	in
After a carefull in Toby Keith's, I I	quiry and due diligence, I have been unable to effect service upon CRGE Potomac, LLC d/b/a ove This Bar and Grill at , ,	
DATE & TIME 01/14/2016-1 0 :07 AM	<u>REMARKS:</u> 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved cut. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.	S l
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.	se.
01/27 /2 016 -0 18:33 AM	I rang the doorbell no answer, I also knocked on the door but no answer. Quiet inside the house. A shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor t confirm residency but neighbor didn't answer the door.	.0
)1/28/2016-110:47 AM	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant	
1/29/2016 -6 37:25 M	Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.	
M	House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off, rang the doorbell no answer. I also knocked on the doorI don't think the doorbell work. No vehicl on the driveway. All shutters closed, Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.	le

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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<i>*</i>				

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and subscribed before me this 2016 by an meffiant who is personally known to me or the distribution.

NOTARY PUBLIC

Cost of Attempted Service \$\frac{\fin}}{\fint}}}}}}}{\frac{\fir}}}}}}}}{\frac{

Client File#: - Our File# 76687

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netwo	ork Establishment
AR.	
CRGE Mesa, L Keith's I Love I Gnill, et. al.	
State of Arize	
I Chona the circuit/county	Le Young, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful in Keith's I Love T	quiry and due diligence, I have been unable to effect service upon CRGE Boise, LLC d/b/a Toby his Bar and Grill at , ,
DATE & TIME 01/14/2016-10:07 AM	REMARKS: 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01#26/2016-12:54 PMI	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/27/2016-08:33 AM	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
04/28/2016-10:47	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All

0/2/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I rang the doorbell no answer. I also knocked on the door. I don't think the doorbell work. No vehicle on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

OM/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't

answer the door. Spoke with a male neighbor across the street. He said he don't know who live in

AM

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

house # 5124 and he don't know if the house is vacant

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Chyarge

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client Filef: - Our Filef 76686

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netw Services, Inc	ork Establishment
vs.	
CRGE Mesa, L Keith's I Love ' Grill, et. al.	
State of Aria County of Mar	
1 Chona the circuit/county	Le Loung, being duly sworn, deposes and says that I am authorized to serve this process in y service was lattempted in.
After a careful in	quiry and due diligence, I have been unable to effect service upon CRGE Orlando, LLC d/b/a Love This Bar and Grill at , ,
<u>DATE & TIM</u> E 01/14/2016-10:07 AM	REMARKS: 7 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close I cau't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/27/2016-08:33 AM	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
01/28/2016-10:47 AM	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
01/29/2016-07:25	Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

didn't answer the door.

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PM

closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

rang the doorbell no answer. I also knocked on the door, I don't think the doorbell work. No vehicle on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor

02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I

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X Arizona Grick Serve

Arizona Orick Serve 7150 E Camelback Road, Suite 444 Scottsdale, A2 85251

Sworn to and subscribed before me this 23 day of subscribed before me this by an affiant who is personally known to me or product dentification.

NOTARY PUBLIC

Cost of Attempted Service

534.50

Client File#: - Our File# 76685

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Network Establishment Services, Inc

VS.

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

State of Arizona County of Maricopa

I Wong Je Young, being duly sworn, deposes and says that I am authorized to serve this process in the circuit/county service was altempted in.

After a careful inquiry and due diligence, I have been unable to effect service upon CRGE Houston, LLC d/b/a Toby Keith's I Love This Bar and Grill at , ,

DATE & TIME REMARKS:

01/14/2016-10:07 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is a under remodeling. Spoke with a construction worker name Date. He said suite 150 is being taken over by a weightloss company.

01/26/2016-12:54 5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for nou payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's: not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.

01/27/2016-08:33 I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All AM shutters closed, I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didns't answer the door.

01/28/2016-10:47 Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant

01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway, All shutters are AM closed. Tried to contact a neighbor the confirm residency but neighbor didn't answer the door.

02/01/2016-08:28 House is very dark and quiet inside.. Outside is very dark too. All inside and outside lights are off, I
PM rang the doorbell no answer. I also knocked on the door.. I don't think the doorbell work. No vehicle
on the driveway. All shutters closedi. Tried to contact a neighbor to confirm residency but neighbor
didn't answer the door.

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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Gerjanjo

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and substribed before me this 23 day of / 2016
by an affiant who is personally known to me or profiled Hentification:

NOTARY PUBLIC

i.

Cost of Attempted Service

P34.50

Client File#: - Our File# 76684

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

	Rewards Netwo Services, Inc	ork Establishment
	vs.	
	CRGE Mesa, Ll Keith's I Love T Grill, et. al.	
	State of Arizo County of Mari	
1	he circuit/county	4e 10019, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
1	After a careful inc Foby Keith's I L	quiry and due diligence, I have been unable to effect service upon CRGE Alabama, LLC d/b/a ove This Bar and Grill at , ,
0	<u>DATE & TIME</u> 1/14/2016-10:07 M	REMARKS: 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
	1/26/2016-12:54 M	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
	1/27/2016-08:33 M	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but nesighbor didn't answer the door.
	M	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed, Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
0 A	1/29/2016-07:25 M	Rang the doorbell no ansswer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact an neighbor to confirm residency but neighbor didn't answer the door.
	M	House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I rang the doorbell no answer. I also knocked on the doorI don't think the doorbell work. No vehicle on the driveway, All shutters closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

The undersigned declares under penalty offsperjury that the foregoing is true, correct and my free act and deed.

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our File# 76683

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Network Establishment

Services, Inc.

AM

VS.	
CRGE Mesa, L Keith's I Love ' Grill, et. al.	
State of Aris County of Mar	
I Chang the circuit/county	Le Young, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful in Toby Keith's I I	quiry and due diligence, I have been unable to effect service upon CRGE Syracuse, LLC d/b/a ove This Bar and Grill at , ,
DATE & TIMB 01/14/2016-10:07 AM	REMARKS: 4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when I rang the door bell. Quiet inside the house. All shutters close I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female: subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/27/2016-08:33 AM	I rang the dourbell no answer. I also knocked on the door but no answer. Quiet inside the house. Al shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
01/28/2016-10:47	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All

01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are AM closed. Triedito contact a neighbor to confirm residency but neighbor didn't answer the door.

house # 5124 and he don't know if the house is vacant

02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I
PM rang the doorbell no answer. I also knocked on the door. I don't think the doorbell work. No vehicle
on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor
didn't answer the door.

shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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Egyongs

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our File# 76682

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Network Establishment

Services, Inc.

VS.

CRGE Mesa, LL Keith's I Love Ti Grill, et. al.	
State of Arison County of Mario	
the circuit/county	Le Young, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful inq Keith's I Love Th	uiry and due diligence, I have been unable to effect service upon CRGE Illinois, LLC d/b/a Toby is Bar and Grill at , ,
AM t	REMARKS: 4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is uncler remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
PM a	5124 B JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no inswer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close.

01/27/2016-08:33 I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

anyone put their garbage cans down for awhile now.

tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen

- 01/28/2016-10:47 Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
- 01/29/2016-07:25 Rang the doorbell no answer. Quict inside the house. No car on the driveway. All shutters are AM classed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
- 02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I PM rang the doorbell no answer. I also knocked on the door, I don't think the doorbell work. No vehicle can the driveway, All shutters closed. Tried to contact a neighbor to confirm residency but neighbor distn't answer the door.

The undersigned decilares under penalty of perjury that the foregoing is true, correct and my free act and deed.

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Charles and some

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our File# 76681

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netwo	ork Establishment	; ; ;	
vs.		1	
CRGE Mesa, L Keith's I Love T Grill, et. al.	LC d/b/a Toby This Bar and	ē	
State of Arise County of Mari			
I Chond the circuit/county	He young, being duly sworn, deposes and says that I am a service was attempted in.	authorized to serve this process	in
After a careful in LLC d/b/a Toby	quiry and due diligence, I have been unable to effect service upon Keith's I Love This Bar and Grill at , ,	CRGE Rancho Cucamonga,	
DATE & TIME 01/14/2016-10:07 AM	REMARKS: 7 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entert under remodeling. Spoke with a construction worker name Dale, over by a weightloss company.	ainment moved out. Suite 150 i He said suite 150 is being taker	is n
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential answer. I didn't hear any sound when i rang the door bell. Quiet it I can't see inside the house. There's a note on the door from APS tried to contact two neighbors. One neighbor didn't answer the do with a female subject. She said she's not 100% sure if the house is anyone put their garbage cans down for awhile now.	nside the house. All shutters clo for shut off for non payment. I for. The other neighbor, I spoke	
01/27/2 01 6-08:33 AM	I rang the doorbell no answer. I also knocked on the door but no a shutters closed. I can't see inside the house. No car on the drivews confirm residency but neighbor didn't answer the door.	nswer, Quiet inside the house, ay. I tried to contact a neighbor	All to
)1/28 /201 6-10:47 AM	Rang the doorbell and also knocked on the door no answer. No ve shutters are closed. Tried to contact two neighbors to confirm resi answer the door. Spoke with a male neighbor across the street. He house # 5124 and he don't know if the house is vacant	dency. One neighbor didn't	ì
·Μ	House is very dark and quiet inside. Outside is very dark too. All it rang the doorbell no answer. I also knocked on the doorI don't the on the driveway. All shutters closed. Tried to contact a neighbor to didn't answer the door.	ink the doorbell work. No vehic	cie

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

Arizona Quick Serve 7150 E Camelback Road, Suite 444

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Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

#34.9D

Client File#: - Our File# 76680

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netwo	ork Establishment
v \$.	
CRGE Mesa, L Keith's I Love ? Grill, et. al.	LC d/b/a Toby This Bar and
State of Arize County of Mar:	
the circuit/county	Le Young, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful in Toby Keith's I I	quiry and due diligence, I have been unable to effect service upon CRGE Foxborough, LLC d/b/a ove This Bar and Grill at , ,
<u>DATE & TIME</u> 01/14/2016-10:07 AM	REMARKS: 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house, All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/27/2016-08:33 AM	I rang the doorbell no answer, I also knocked on the door but no answer, Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
01/28/2016-10;47 AM	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
	Rang the doorbell no answer. Quiet inside the house, No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
PM	House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I rang the doorbell no answer. I also knocked on the doorI don't think the doorbell work. No vehicle on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

didn't answer the door.

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Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our File# 76679

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netwo	ork Establishment
VS.	
CRGE Mesa, L Keith's I Love T Grill, et. al.	
State of Arize	
the circuit/county	Le Young, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful in Toby Keith's I L	quiry and due diligence, I have been unable to effect service upon CRGE Colorado, LLC d/b/a ove This Bar and Grill at , ,
DATE & TIME 01/14/2016-10:07 AM	REMARKS: 4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 B JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/28/2016-10:47 AM	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
01/29/2016-07:25 AM	Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

didn't answer the door.

02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off, I
PM rang the doorbell no answer. I also knocked on the door...I don't think the doorbell work. No vehicle
on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor

Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

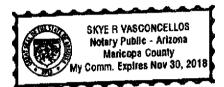
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NOTARY PUBLIC

Cost of Attempted Service

\$34.50

Client File#: - Our File# 76678



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CASE NO.: 2016 L 000069

AFFEDAVIT OF NON-SERVICE

Rewards-Network Establishment

Services. Inc.

VS.

CRGE Mesa, LLC d/b/a Toby
Keith's I Love This Bar and
Grill, et. al.

State of Arizona
County of Maricopa ss.

LLC d/b/a Toby
Meditary and due diligence, I have been unable to effect service upon CRGE Peoria, LLC d/b/a Toby
Keith's I Love This Bar and Grill at , ,

DATE & TIME
01/14/2016-10:07 4550 E Bell Rd Ste 150 , Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.

01/26/2016-12:54 5124 E JUNIPER AVB, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.

01/27/2016-08:33 I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed, I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

01/28/2016-10:47 Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant

01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I
PM rang the doorbell no answer. I also knocked on the door. I don't think the doorbell work. No vehicle
on the driveway. All shutters closed, Tried to contact a neighbor to confirm residency but neighbor
didn't answer the door.

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Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

sworn to and subscribed before me this 23 day of 2016
by an afficient who is personally known to me or products of antification.

NOTARY PUBLIC

Cost of Attempted Service 13

Client Filef: - Our Filef 76677

SKYE R VASCONCELLOS
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 30, 2018

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

	AFFIDAVII OF NON-SERVICE
Rewards Netw Services, Inc	vork Establishment
vs.	j
CRGE Mesa, I Keith's I Love Grill, et. al.	LLC d/b/a Toby This Bar and
State of Ariz County of Max	· - · · ·
I Chong the circuit/count	Le Young, being duly sworn, deposes and says that I am authorized to serve this process in y service was attempted in.
After a careful ir d/b/a Toby Keii	equiry and due diligence, I have been unable to effect service upon CRGE Newport News, LLC with a Love This Bar and Grill at , ,
<u>DATE & TIME</u> 01/14/2016-10:0 AM	REMARKS: 7 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/27/2016-08:33 VM	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
1/28/2016-10:47 JM	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
1/29/2016-07:25 M	Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
M	House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off, I rang the doorbell no answer. I also knocked on the doorI don't think the doorbell work. No vehicle on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

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Arizona Qu'ck Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our File# 76676

SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 2018

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Network Establishment Services, Inc

VS.

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

State of Arizona County of Maricopa

I the circuit/county service was attempted in.

After a careful inquiry and due diligence, I have been unable to effect service upon CRGE Folsom, LLC d/b/a Toby Keith's I Love This Bar and Grill at . .

DATE & TIME REMARKS:

01/14/2016-10:07 4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.

- 01/26/2016-12:54 5124 E JUNIPER AVE, Scottsdale, AZ 85254 It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
- 01/27/2016-08:33 I rang the doorbell no answer, I also knocked on the door but no answer. Quiet inside the house, All shutters closed. I can't see inside the house. No car on the driveway, I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
- 01/28/2016-10:47 Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
- 01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
- 02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I
 PM rang the doorbell no answer. I also knocked on the door...I don't think the doorbell work. No vehicle
 on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor
 didn't answer the door.

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Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our Ftje# 76675 \$ C. U

SKYE R VASCONCELLOS Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 30, 2018

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Services, Inc	or astabusumem
vs.	
CRGE Mesa, L Keith's I Love T Grill, et. al.	
State of Arizo	
I Mong Je the circuit/county	young, being duly sworn, deposes and says that I am authorized to serve this process in service was attempted in.
After a careful in Toby Keith's I L	quiry and due diligence, I have been unable to effect service upon CRGE Cincinnati, LLC d/b/a ove This Bar and Grill at , ,
DATE & TIME 01/14/2016-10:07 AM	REMARKS: 4550 B Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
01/26/2016-12:54 PM	5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
01/27/2016-08:33 AM	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. A shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
01/28/2016-10:47 AM	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant

The undersigned declares under penalty of perjury that the foregoing is true, correct and my free act and deed.

01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house. No car on the driveway. All shutters are AM closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I
PM rang the doorbell no answer. I also knocked on the door. I don't think the doorbell work. No vehicle
on the driveway, All shutters closed. Tried to contact a neighbor to confirm residency but neighbor
didn't answer the door.

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Arizona Quick Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and subscribed before me this 23 day of ________, 2016 by an affiant who is personally known to me or products pentification.

NOTARY PUBLIC

Cost of Attempted Service

P 34.90

Client File#: ~ Our File# 76674

SKYE R VASCONCELLOS
Notary Public - Arizona
Maricopa Gounty
My Comm. Expires Nov 30, 2016

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Network Establishment
Services, Inc

VS.

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

State of Arizona County of Maricopa

I he circuit/county service was attempted in.

After a careful inquiry and due diligence, I have been unable to effect service upon CRGE Michigan, LLC d/b/a Toby Keith's I Love This Bar and Grill at , ,

DATE & TIME REMARKS:

- 01/14/2016-10:07 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
- 01/26/2016-12:54 5124 E JUNIPER AVB, Scottsdale, AZ 85254 It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close. I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
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- 01/28/2016-10:47 Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street. He said he don't know who live in house # 5124 and he don't know if the house is vacant
- 01/29/2016-07:25 Rang the doorbell no answer. Quiet inside the house, No car on the driveway. All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
- 02/01/2016-08:28 House is very dark and quiet inside. Outside is very dark too. All inside and outside lights are off. I rang the doorbell no answer. I also knocked on the door. I don't think the doorbell work. No vehicle on the driveway. All shutters closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.

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Arizona dylck Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

Sworn to and anheribed before me this 23 day of 2016 by an affiant who is personally known to me or produced dentification.

NOTARY PUBLIC

Cost of Attempted Service 434.50

Client File#: - Our File# 76673

SKYE R VASCONCELLOS

Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 30, 2018

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CASE NO.: 2016 L 000069

AFFIDAVIT OF NON-SERVICE

Rewards Netw Services, Inc	ork Establishment
VS.	
CRGE Mesa, I Keith's I Love Grill, et. al.	LLC d/b/a Toby This Bar and
State of Ariz County of Mar	
I Chong J	being duly sworn, deposes and says that I am authorized to serve this process in y service was attempted in.
After a careful in Keith's I Love T	equiry and due diligence, I have been unable to effect service upon CRGE Mesa, LLC d/b/a Toby This Bar and Grill at , ,
DATE & TIME 01/14/2016-10:0° AM	REMARKS: 7 4550 E Bell Rd Ste 150, Phoenix, AZ 85032 - Boomtown Entertainment moved out. Suite 150 is under remodeling. Spoke with a construction worker name Dale. He said suite 150 is being taken over by a weightloss company.
)1/26/2016-12:54 PM	4 5124 E JUNIPER AVE, Scottsdale, AZ 85254 - It's a residential address. Rang the doorbell no answer. I didn't hear any sound when i rang the door bell. Quiet inside the house. All shutters close I can't see inside the house. There's a note on the door from APS for shut off for non payment. I tried to contact two neighbors. One neighbor didn't answer the door. The other neighbor, I spoke with a female subject. She said she's not 100% sure if the house is vacant but she haven't seen anyone put their garbage cans down for awhile now.
)1/27/2016-08:33 AM	I rang the doorbell no answer. I also knocked on the door but no answer. Quiet inside the house. All shutters closed. I can't see inside the house. No car on the driveway. I tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
1/28/2016-10:47 .M	Rang the doorbell and also knocked on the door no answer. No vehicle on the driveway. All shutters are closed. Tried to contact two neighbors to confirm residency. One neighbor didn't answer the door. Spoke with a male neighbor across the street, He said he don't know who live in house # 5124 and he don't know if the house is vacant
1/29/2016-07:25 M	Rang the doorbell no answer. Quiet inside the house. No car on the driveway, All shutters are closed. Tried to contact a neighbor to confirm residency but neighbor didn't answer the door.
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Arizona Ouićk Serve 7150 E Camelback Road, Suite 444 Scottsdale, AZ 85251

NOTARY PUBLIC

Cost of Attempted Service

Client File#: - Our File# 76672

SKYE R VASCONCELLOS
Notary Public - Arizona
Maricopa County
My Comm. Expires Nov 30, 2018

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Exhibit 5

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

AFFIDAVIT OF SERVICE OF PROCESS

Plaintiff(s)/Petitioner(s),

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

٧.

Defendant(s)/Respondent(s).	
I Chong Le Loving Being duly sworn, depose and say that I am fully q law to serve process within the jurisdiction where the documents were served, and executed ser described below:	nalified uniter state vice in the manner
Documents Served: Summons & Complaint	
Service Upon: CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM	
Address of Service: 1300 West Washington, Phoenix, AZ 85007	
Manner of Service:	
By serving in person.	
Substitute, by serving, a person of suitable age & discretion at the address of service.	who resides with
By personally serving Lynda Griffin of AZ Corporation Commission who holds the position	on of supervisor .
Other Service, As Detailed Below.	
Non-Service for the Reasons Detailed Below.	
I certify under penalty of perjury that the foregoing is true and correct.	
Declarant Print Name Chong te Young	
Registered in Manicopa County	
Subscribed and Sworn to before me this 22 day of representation 2016. Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 2018.	

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Exhibit 6

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

AFFIDAVIT OF SERVICE OF PROCESS

Plaintiff(s)/Petitioner(s),

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

V,

Defendant(s)/Respondent(s).	
I	t I am fully qualified under state executed service in the manner
Documents Served: Summons & Complaint	
Service Upon: CRGE Colorado, LLC d/b/a Toby Keith's I Love This Bar and C	3rill
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM	2016
Address of Service: 1300 West Washington, Phoenix, AZ 85007	2016 HAS -
Manner of Service:	Ty 4
By serving in person.	
Substitute, by serving, a person of suitable age & at the address of service.	& discretion who resides with
By personally serving Lynda Griffin of AZ Corporation Commission who hole	
Other Service, As Detailed Below.	-
Non-Service for the Reasons Detailed Below.	
I certify under penalty of perjury that the foregoing is true and correct.	
Declarent Print Name Chang & Young Registered in manicopa County	
Subscribed and Sworn to before me this 22 day of contact 2016. Notary Public - Aria Maricopa Count My Comm. Expires Nov.	zona V

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

V.

Delendant(s)/Respondent((S).	
I Chong Je Young law to serve process within the jurisdicti described below:	Being duly sworn, depose and say that I am ion where the documents were served, and execu	fully qualified under state sted service in the manner
Documents Served: Summons & Comp	laint	
Service Upon; CRGE Michigan, LLC d	l/b/a Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	
Address of Service: 1300 West Washing	gton , Phoenix, AZ 85007	·
Manner of Service:		
By serving	in person.	
	, a person of suitable age & disc address of service.	retion who resides with
	of AZ Corporation Commission who holds the	
Other Service, As Detailed Below.		product of output (Box.
Non-Service for the Reasons Detailed E	Below.	
I certify under penalty of perjury that the for	regoing is true and correct.	
X Chyonys Declarate: Print Name Chona Je	Toung	
Registered in Marcofa (County	
Subscribed and Sworn to before me this 22 day of resize 2016. Notary	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 2018	
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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

AFFIDAVIT OF SERVICE OF PROCESS

Plaintiff(s)/Petitioner(s),

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

v.

Grill, et. al.			
Defendant(s)/Respondent(s).	٠		
I Chang Le lown Being duly sworn, depose and say that I am fully law to serve process within the jurisdiction where the documents were served, and executed sedescribed below:	qualifi ervice :	ied ur in the	der state manner
Documents Served: Summons & Complaint			
Service Upon: CRGE Foxborough, LLC d/b/a Toby Keith's I Love This Bar and Grill		7016 RAT	
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM	•		4
Address of Service: 1300 West Washington , Phoenix, AZ 85007	. =	10 14 13	1
Manner of Service:	i E	37	
By serving in person.			
Substitute, by serving, a person of suitable age & discretion at the address of service.	a who	reside	s with
By personally serving Lynda Griffin of AZ Corporation Commission who holds the positi	ion of	ѕире	visor.
Other Service, As Detailed Below.			
Non-Service for the Reasons Detailed Below.			
	-		
l certify under penalty of perjury that the foregoing is true and correct.	-		
X Chronge Declarant: Print Name Chong Te Young			
Registered in Lacrico County			
Subscribed and Sworn to before me this 21 day of remain 2016. Notary Public Notary Public SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County			
My Comm. Expires Nov 30, 2018			

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

٧.

Defendant(s)/Respondent(s)			
I Chong Te Young law to serve process within the furisdiction described below:	_ Being duly swom, depose and say that I am full where the documents were served, and executed	ly qualified und service in the m	er state lanner
Documents Served: Summons & Complain	int		
Service Upon: CRGE Cincinnati, LLC d/	b/a Toby Keith's I Love This Bar and Grill	300	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	OK MAR-	
Address of Service: 1300 West Washingto	on , Phoenix , AZ 85007	· · · · · · · · · · · · · · · · · · ·	•
Manner of Service:			
By serving	in person.	فقر	
	a person of suitable age & discretices of service. AZ Corporation Commission who holds the pos		
Other Service, As Detailed Below.	·	_	
Non-Service for the Reasons Detailed Bel	low.		
		-	
I certify under penalty of perjury that the forest X		·	
Subscribed and Sworn to before me this 32 day of February 2016. Notary I	SKYE R VASCONCELLOS Notary Public - Arizona		

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

v.

Defendant(s)/Respondent(s).

1 Chena Le Young law to serve process within the jurisdiction described below:	_ Being duly sworn, depose and say that where the documents were served, and a	I am fully o	qualifie rvice in	i unde the m	er state anner
Documents Served: Summons & Complain	int	1			7
Service Upon: CRGE Rancho Cucamong	a, LLC d/b/a Toby Keith's I Love This	Bar and G	rill	} 	\$ · · · · · · · · · · · · · · · · · · ·
_	•			T7 2.2	- # - #
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	. :		TO SEE	
Address of Service: 1300 West Washingto	on , Phoenix, AZ 85007			.4.	
Manner of Service:					
By serving	in person.				
Substitute, by serving at the add	, a person of suitable age &	discretion	who res	ides w	rith
By personally serving Lynda Griffin of					
Other Service, As Detailed Below.	The product of the pr	s the postat	71 Oz 34q	P44 749	.
Non-Service for the Reasons Detailed Bel	low.				
I certify under penalty of perjury that the foreg	oing is true and correct.	 -			
X Chyvys Declarage: Frint Rame Chova Je Va					
Subscribed and Sworn to before me this 22 day of record 2016. Notary P	SKYE R VASCONCELL Notary Public - Arizon Maricopa County My Comm. Expires Nov 30	na 🔭			

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s).

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/h/a Toby Keith's I Love This Bar and Grill, et. al.

Defendant(s)/Respondent(s)).	
I Chong Je Young law to serve process within the jurisdiction described below:	Being duly sworn, depose and say that n where the documents were served, and e	I am fully qualified under state executed service in the manner
Documents Served: Summons & Compla	int	
Service Upon: CRGE Folsom, LLC d/b/a	Toby Keith's I Love This Bar and Gril	.,
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	98 A. A.
Address of Service: 1300 West Washington	on , Phoenix , AZ 85007	
Manner of Service:		
By serving	in person.	
Substitute, by serving at the add		
Other Service, As Detailed Below.	•	
Non-Service for the Reasons Detailed Be	low.	 .
I certify under penalty of perjury that the fore	going is true and correct.	
Declarate Print Name Chong & Co	tovng ounty	
Subscribed and Sworn to before me this 22 day of concay 2016. Notary I	SKYE R VASCONCE Notary Public - Ariz Maricopa County My Comm. Expires Nov 3	tona

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

AFFIDAVIT OF SERVICE OF PROCESS

Plaintiff(s)/Petitioner(s),

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

٧.

Defendant(s)/Respondent(s).

	<i>,</i> ,	
1 Chong to Young law to serve process within the jurisdiction	Being duly sworn, depose and say that I and where the documents were served, and exc	un fully qualified under state ecuted service in the manner
described below:		
Documents Served; Summons & Compla	sint	高
Service Upon: CRGE Illinois, LLC d/b/a	Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	
Address of Service: 1300 West Washingt	on , Phoenix , AZ 85007	
Manner of Service:		•
By serving	in person.	
Substitute, by servingat the ad-	, a person of suitable age & d	iscretion who resides with
By personally serving Lynda Griffin of	AZ Corporation Commission who holds t	he position of supervisor.
Other Service, As Detailed Below.		
Non-Service for the Reasons Detailed Be	elow.	
I certify under penalty of perjury that the fore	egoing is true and correct,	
x efycus Chong & /	surg	
	ounty	•
Subscribed and Sworn to before me this 32 day of 12 day 2016. Notary	SKYE R VASCONCELL Notary Public - Arizo Maricopa County My Comm. Expires Nov 30	na 🕴

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

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Defendant(s)/Respondent(s).	
I <u>Chong Te Young</u> Being duly sworn, depose and say that law to serve process within the jurisdiction where the documents were served, and edescribed below:	l am fully qualified ander state xecuted service in the manner.
Documents Served: Summons & Complaint	79
Service Upon: CRGE Newport News, LLC d/b/a Toby Keith's I Love This Bar a	nd Grill
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM	
Address of Service: 1300 West Washington , Phoenix , AZ 85007	
Manner of Service:	
By serving in person.	
Substitute, by serving, a person of suitable age & at the address of service.	discretion who resides with
By personally serving Lynda Griffin of AZ Corporation Commission who holds	the position of supervisor.
Other Service, As Detailed Below.	
Non-Service for the Reasons Detailed Below.	
	· ·
I certify under penalty of perjury that the foregoing is true and correct. X	- And Park and Angle Annual Angle Annual Angle Ang

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

Defendant(s)/Respondent(s).

Description of the production	
I Chong & Young Being duly sworn, depose and say that I am fully qualified under law to serve process within the jurisdiction where the documents were served, and executed service in the madescribed below:	r state under
Documents Served: Summons & Complaint	7
Service Upon: CRGE Syracuse, LLC d/b/a Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM	
Address of Service: 1300 West Washington , Phoenix , AZ 85007	
Manner of Service:	
By serving in person.	
Substitute, by serving, a person of suitable age & discretion who resides wat the address of service.	rith
By personally serving Lynda Griffin of AZ Corporation Commission who holds the position of supervision	or.
Other Service, As Detailed Below.	
Non-Service for the Reasons Detailed Below.	
1 certify under penalty of perjury that the foregoing is true and correct. X Chamb Declarant Print Name Chang & Young Registered in Long Line County	
Subscribed and Sworn to before me this 22 day of February 2016. Notary Public	

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

٧.

Defendant(s)/Respondent(s)	;).	
I Chong Le Young law to serve process within the jurisdiction described below:	Being duly sworn, depose and say that I am for where the documents were served, and execute	illy qualified under state d service in the manner
Documents Served: Summons & Compla	aint	
Service Upon: CRGE Peoria, LLC d/b/a	Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	`;
Address of Service: 1300 West Washingto	ion , Phoenix, AZ 85007	
Manner of Service:		
By serving	in person.	
J	a person of suitable age & discredures of service.	tion who resides with
	AZ Corporation Commission who holds the po	
Other Service, As Detailed Below.		-
Non-Service for the Reasons Detailed Be	elow.	
		
I certify under penalty of perjury that the fore	egoing is true and correct.	
X Chyonya Declarent Print Name Chong To Y	Joung ounty	
Subscribed and Sworn to before me this 22 day of kentary 2016. Notary 1	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 2018	

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

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Defendant(s)/Respondent(s)	L	
I Chima le Young law to serve process within the jurisdiction described below:	Being duly sworn, depose and say that I am fi where the documents were served, and execute	ully qualified under state ed service in the manner
Documents Served: Summons & Complain	int	701
Service Upon: CRGE Alabama, LLC d/b/	a Toby Keith's I Love This Bar and Grill	TOTAL NEW TEN
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	
Address of Service: 1300 West Washingto	ou , Phoenix , AZ 85007	
Manner of Service:		#1
By serving	in person.	
	a person of suitable age & discretess of service.	tion who resides with
By personally serving Lynda Griffin of A	AZ Corporation Commission who holds the po	osition of supervisor.
Other Service, As Detailed Below.	·	•
Non-Service for the Reasons Detailed Belo	ow.	
I certify under penalty of perjury that the foregon X	_	
	inty	
Subscribed and Sworn to before me this 22 day of 12 Strang 2016. Notary Po	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 2018	

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

v.

Grii, et. al.		
Defendant(s)/Respondent(s).		
1 Chong Le Young law to serve process within the jurisdiction described below:	_Being duly sworn, depose and say that I a where the documents were served, and exe	m fully qualified under France
Documents Served: Summons & Complain	nt	
Service Upon: CRGE Houston, LLC d/b/a	a Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	
Address of Service: 1300 West Washingto	n , Phoenix, AZ 85007	
Manner of Service:		
By serving	in person.	
Substitute, by serving at the add		scretion who resides with
By personally serving Lynda Griffin of A	AZ Corporation Commission who holds th	e position of supervisor.
Other Service, As Detailed Below,		
Non-Service for the Reasons Detailed Belo	ow.	
I certify under penalty of perjury that the foreg	oing is true and correct.	
Neckson Print Name Charles In	- _	
Registered in Manicopa Cou	in 9 inty	
Subscribed and Sworn to before me this 22 day of resume 2016. Notary P	SKYE R VASCONCELLO Notary Public - Arizon Maricopa County My Comm. Expires Nov 30.	os a
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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

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Defendant(s)/Respondent(s)).				
I <u>Chong Le Joung</u> law to serve process within the furisdiction described below:	Being duly sworn, depose and say that I are where the documents were served, and except the documents were served.	am full ecuted	y qualifi service i	ed under The ma	state oner
Documents Served: Summons & Compla	int	,	•	170 	, 18 , 28 , 28
Service Upon: CRGE Oxnard, LLC d/b/s	a Toby Keith's I Love This Bar and Grill			**************************************	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM		7		1
Address of Service: 1300 West Washington	on , Phoenix, AZ 85007				
Manner of Service:					
By serving	in person.				
	, a person of suitable age & d dress of service.	iscretio	n who re	sides wi	th
By personally serving Lynda Griffin of					
Other Service, As Detailed Below.	•	p			
Non-Service for the Reasons Detailed Bei	low.				
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I certify under penalty of perjury that the foreg	going is true and correct.				
X Grays Declarant: Print Name Chong &	Va nati				
	ounty /				
Subscribed and Sworn to before me this 22 day of February 2016. Notary F	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 20	018			

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

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Defendant(s)/Respondent(s).		
I <u>Chong Ye Young</u> law to serve process within the jurisdiction described below:	Being duly sworn, depose and say that I am n where the documents were served, and execu	fully qualified und ited service in the r	ler state nanner
Documents Served: Summons & Compla	int		
Service Upon: CRGE Potomac, LLC d/b	a Toby Keith's I Love This Bar and Grill	20K MAN	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	1	ا خرا ز
Address of Service: 1300 West Washingto	on , Phoenix, AZ 85007		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Manner of Service:			
By serving	in person.	·	
 .	, a person of suitable age & disc dress of service. AZ Corporation Commission who holds the		
Non-Service for the Reasons Detailed Ber	low.		
I certify under penalty of perjury that the forest X_Cfybyfs Declarant: Print Name	ounty SKYE R VASCONCELLOS		

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

AFFIDAVIT OF SERVICE OF PROCESS

Plaintiff(s)/Petitioner(s),

CRGE Mesa, LLC d/b/a Toby Keith's 1 Love This Bar and Grill, et. al.

Defendant(s)/Respondent(s).

I <u>Chong Je Young</u> Being duly sworn, depose and say that I am fully of law to serve process within the jurisdiction where the documents were served, and executed ser described below:	pualified under state vice in the manner
Documents Served: Summons & Complaint	70.
Service Upon: CRGE Minneapolis, LLC d/b/a Toby Keith's I Love This Bar and Grill	7016 NAR -
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM	end and and and and and and and a
Address of Service: 1300 West Washington, Phoenix, AZ 85007	1000 A
Manner of Service:	' ;
By serving in person.	
Substitute, by serving, a person of suitable age & discretion at the address of service.	who resides with
By personally serving Lynda Griffin of AZ Corporation Commission who holds the position	on of supervis or.
Other Service, As Detailed Below.	
Non-Service for the Reasons Detailed Below.	
I certify under penalty of perjury that the foregoing is true and correct.	
x Chyoufo	
Declarate: Pfint Name	
Subscribed and Sworn to before me this 22 day of February 2016. SKYE R VASCONCELLOS Motary Public - Arizona Maricona County	
Notary Public My Comm. Expires Nov 30, 2018	

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

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Defendant(s)/Respondent(s	s).				
I Chong Lovng law to serve process within the jurisdiction described below:	Being duly swom, depose and say that I am on where the documents were served, and execu	ı fully qu ıted serv	alified rice in th	under s ne man	state ner
Documents Served: Summons & Comple	aint .				
Service Upon: CRGE Orlando, LLC d/b	/a Toby Keith's I Love This Bar and Grill		19 19 19 19 19 19 19	2016 PAR	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM		1.2	哥.	**
Address of Service: 1300 West Washingt	ton , Phoenix, AZ 85007				•
Manner of Service:		ys.10	19 N	4.0	
By serving	in person.				
By personally serving Lynda Griffin of	, a person of suitable age & discidress of service. AZ Corporation Commission who holds the				
Other Service, As Detailed Below. Non-Service for the Reasons Detailed Be	elow.				
I certify under penalty of perjury that the fore	going is true and correct.				
Declarant Print Name Chove & Y Registered in Manicopa Co	ounty/		,		
Subscribed and Sworn to before me this 22 day of 1 2016. Notary	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 20	10			

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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

Defendant(s)/Respondent(s).

Detendant(s)/Respondent(s).		
I Chong Le Young law to serve process within the jurisdiction described below:	Being duly sworn, depose and say that I am where the documents were served, and execut	fully qualified under stated to the state of
ucscinded Deidw;	· ;	
Documents Served: Summons & Complain	nt	
Service Upon: CRGE Citynorth, LLC d/b	/a Toby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	
Address of Service: 1300 West Washington	u , Phoenix, AZ 85007	
Manner of Service:		
By serving	in person.	
Substitute, by serving at the addr	, a person of suitable age & discre	etion who resides with
By personally serving Lynda Griffin of A		nocition of sumarrison
Other Service, As Detailed Below.	- ou pot attor Commission who holes are p	osition of supervisor.
Non-Service for the Reasons Detailed Belo	DW.	
I certify under penalty of perjury that the forego	ping is true and correct.	
X Gyory, Declarant Point Name Chong &	Young	
Registered in markage Cou	inty /	_
Subscribed and Sworn to before me this 22 day of return 2016. Notary Pu	SKYE R VASCONCELLOS Notary Public - Arizona Maricopa County My Comm. Expires Nov 30, 2016	
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Rewards Network Establishment Services, Inc

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

Grill, et. al.		
Defendant(s)/Respondent(s	3).	
I Chona Le bung law to serve process within the jurisdiction described below:	Being duly sworn, depose and say that I am ful on where the documents were served, and executed	lly qualified under state service in the manner
Documents Served: Summons & Comple	aint	15. :
Service Upon: CRGE Boise, LLC d/b/a	Foby Keith's I Love This Bar and Grill	
Date of Service: February 19th, 2016	Time Of Service: 12:03 PM	
Address of Service: 1300 West Washingt	on , Phoenix, AZ 85007	
Manner of Service:		
By serving	in person.	
Substitute, by serving at the ad	, a person of suitable age & discreticular dress of service.	on who resides with
By personally serving Lynda Griffin of	AZ Corporation Commission who holds the pos	ition of supervisor .
Other Service, As Detailed Below.		_
Non-Service for the Reasons Detailed Be		
I certify under penalty of perjury that the fore X	ounty SKYER VASCONCELLOS	
Notary I	NOISTY Public - Arizona	

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Rewards Network Establishment Services, Inc.

NO. 2016 L 000069

Plaintiff(s)/Petitioner(s),

AFFIDAVIT OF SERVICE OF PROCESS

CRGE Mesa, LLC d/b/a Toby Keith's I Love This Bar and Grill, et. al.

v.

Defendant(s)/Respondent(s).

Being duly sworn, depose and say that I am fully qualified under state law to serve process within the jurisdiction where the documents were served, and executed service in the manner described below: Documents Served: Summons & Complaint
Documents Served: Summons & Complaint
Service Upon: CRGE New Orleans, LLC d/b/a Toby Keith's I Love This Bar and Grill
Date of Service: February 19th, 2016 Time Of Service: 12:03 PM
Address of Service: 1300 West Washington, Phoenix, AZ 85007
Manner of Service:
By serving in person.
Substitute, by serving, a person of suitable age & discretion who resides with at the address of service.
By personally serving Lynda Griffin of AZ Corporation Commission who holds the position of supervisor.
Other Service, As Detailed Below.
Non-Service for the Reasons Detailed Below.
I certify under penalty of perjury that the foregoing is true and correct. X Declarantifring Name Chong Je Young Registered in Manicopa County Subscribed and Sworn to before me this 2 day of reducent 2016. Notary Public Notary Public

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REWARDS NETWORK
ESTABLISHMENT SERVICES INC.,

Plaintiff.

v.

CRGE MESA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE COLORADO, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE MICHIGAN, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOXBOROUGH, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE CINCINNATI, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE RANCHO CUCAMONGA, LLC, d/b/a TOBY KEITH'S I LOVE THIS BAR AND GRILL; CRGE FOLSOM, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ILLINOIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEWPORT NEWS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE SYRACUSE, LLC, CRGE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ALABAMA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE HOUSTON, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE OXNARD, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE POTOMAC, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE MINNEAPOLIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE ORLANDO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE CITYNORTH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE BOISE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; CRGE NEW ORLEANS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY; and DEBBIE CORVO, an individual.

Defendants.

Case No. 2016 L 000069

Amount: \$388,742.71

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<u>AFFIDAVIT AS TO MILITARY SERVICE</u>

I, the undersigned attorney on oath state:

With respect to defendant, Debbie Corvo, Plaintiff's law firm has caused an online search to be conducted with the United States Department of Defense Manpower Data Center regarding correct military status. The attached results of that search indicate that, the Defense Manpower Data Center does not possess any information indicating that the Defendant is currently on active duty in the United States Military.

> Under the penalties provided by law pursuant to 735 ILCS 5/1-109 the above signed certifies that the statement set forth herein are true and correct.

Dated: March 22, 2016

Timothy L. Binetti Nicole H. Daniel DINSMORE & SHOHL LLP 227 W. Monroe St., Suite 3850 Chicago, IL 60606 (312) 428-2723 Firm No. 58012 timothy.binetti@dinsmore.com nicole.daniel@dinsmore.com

Attorney for Rewards Network Establishment Services Inc.

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Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: <u>CORVO</u> First Name: <u>DEBBIE</u>

Middle Name:

Active Duty Status As Of: Mar-22-2016

On Active Duty On Active Duty Status Date						
Active Duty Start Date	Active Duty End Date	Status	Service Component			
NA	NA NA	No	NA.			
This response reflects the individuals' active duty status based on the Active Duty Status Date						

		1		
		Left Active Duty Within 367 De	ky's of Active Duty Status Date	
Active Duty Start Date	Å	ctive Duty End Date	Status	Service Component
NA NA		W NA	Mo LOS	NA .
	This response reflects wi	profile individual left active thiny st	able within \$67 days preceding the Active Disy State	us Date

	34.50	2005			
	The Member or He/Her Unit Was Nothed of a Future	Coll.) In to Arthur Dudy on Arthur Dudy Stehn Date			
1 (2) Company (1) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	TO THE RESIDENCE AND SERVICE AND ADDRESS OF THE PROPERTY OF TH				
Order Notification Start Date	Order Notification End Date	Status	Service Component		
NA.		Se No. cas	bi a		
This response reflects whether the individual or his/her unit has received early notification to report for active duty					

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Loudy-Dison

Mary M. Snavely-Dixon, Director Department of Defense - Manpower Data Center 4800 Mark Center Drive, Suite 04E25 Arlington, VA 22350

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The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sallors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via this URL: https://kb.defense.gov/PublicQueries/publicQuestions/FaqsAnswers.jsp?Subject=Locating Service Members or Getting a Mailing Addresss. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the Individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counset to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: SBIAJ386A2E0Z40

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