

CASE NO. 84934

IN THE SUPREME COURT OF NEVADA

ROWEN SEIBEL AND GR BURGR, LLC,

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Elizabeth A. Brown
Clerk of Supreme Court

Appellants,

vs.

PHWLTV, LLC, AND GORDON RAMSAY,

Respondents,

District Court Case No. A-17-751759-B

APPENDIX TO APPELLANTS' OPENING BRIEF

VOLUME 1 OF 34

JOHN R. BAILEY
NEVADA BAR No. 0137
DENNIS L. KENNEDY
NEVADA BAR No. 1462
JOSHUA P. GILMORE
NEVADA BAR No. 11576
PAUL C. WILLIAMS
NEVADA BAR No. 12524

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302
TELEPHONE: (702) 562-8820
FACSIMILE: (702) 562-8821
JBAILEY@BAILEYKENNEDY.COM
DKENNEDY@BAILEYKENNEDY.COM
JGILMORE@BAILEYKENNEDY.COM
PWILLIAMS@BAILEYKENNEDY.COM

Attorneys for Appellants

APPENDIX OF EXHIBITS TO APPELLANTS' OPENING BRIEF

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CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ❖ KENNEDY and that on the 10th day of March, 2023, service of the foregoing was made by mandatory electronic service through the Nevada Supreme Court's electronic filing system and/or by email as agreed by the parties, and addressed to the following at their last known email address:

JAMES J. PISANELLI
DEBRA L. SPINELLI
M. MAGALI MERCERA
PISANELLI BICE PLLC
400 South 7th Street, Suite
300
Las Vegas, NV 89101

Email: JJP@pisanellibice.com
DLS@pisanellibice.com
MMM@pisanellibice.com
Attorneys for Respondent PHWLTV, LLC

JOHN D. TENNERT
GEENAMARIE CARUCCI
WADE BEAVERS
**FENNEMORE CRAIG,
P.C.**
7800 Rancharra Parkway
Reno, NV 89511

Email: jtennert@fennemorelaw.com
wbeavers@fennemorelaw.com
gcarucci@fennemorelaw.com
Attorneys for Respondent Gordon Ramsay

/s/ Susan Russo
Employee of BAILEY ❖ KENNEDY

TAB 1

BUSINESS COURT CIVIL COVER SHEET

XV

County, Nevada
Case No. (Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): ROWEN SEIBEL, an individual and citizen of New York, derivatively on behalf of Real Party in Interest GR BURGR LLC, a Delaware limited liability company,	Defendant(s) (name/address/phone): PHWLTV, LLC, a Nevada limited liability company; GORDON RAMSAY, an individual; DOES I through X; ROE CORPORATIONS I through X,
Attorney (name/address/phone): Dan McNutt Carbajal & McNutt, LLP 625 S. 8th Street Las Vegas, NV 89101	Attorney (name/address/phone):

II. Nature of Controversy (Please check the applicable boxes for both the civil case type and business court case type)

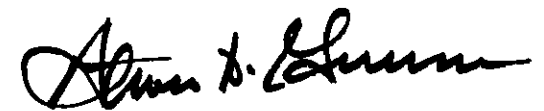
Arbitration Requested

Civil Case Filing Types		Business Court Filing Types
Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Torts Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	CLARK COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate <input type="checkbox"/> Trademark or Trade Name (NRS 600) <input type="checkbox"/> Enhanced Case Management <input checked="" type="checkbox"/> Other Business Court Matters
Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Civil Writs <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	WASHOE COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art.8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Management <input type="checkbox"/> Other Business Court Matters
Judicial Review/Appeal/Other Civil Filing Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court		
Other Civil Filing <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters		

02.28.17

Date

Signature of Initiating party or representative



CLERK OF THE COURT

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A- 17 - 751759 - B

Dept. No.: XV

**VERIFIED COMPLAINT AND DEMAND
FOR JURY TRIAL**

*Request for Assignment to Business Court Due
to Claims Involving Business Torts under EDCR
1.61(a)(2)(ii), Claims Involving an Interest in a
Business under EDCR 1.61(A)(2)(iii), and
Claims Involving Business Franchise
Transactions or Relationships under EDCR
1.61(a)(2)(iv)*

*Exempt from Arbitration Under NEV. REV.
STAT. § 38.255 and NAR 3(a) Due to Requests
for Equitable and Declaratory Relief and
Amount in Controversy*

*Exempt from Petition for Exemption from
Arbitration Requirements Under NAR 5(a) Due
to Requests for Equitable and Declaratory
Relief*

Plaintiff Rowen Seibel ("Seibel"), a member and manager of GR Burgr LLC ("GRB")
appearing derivatively on its behalf, hereby complains as follows:

I. PARTIES AND JURISDICTION.

1. Defendant PHWLTV, LLC ("PH") is a Nevada limited liability company. Its principal
place of business is in Clark County, Nevada. PH is owned, directly or indirectly, by Caesars
Entertainment Corporation ("Caesars").

2. Defendant Gordon Ramsay ("Ramsay") is an individual greater than eighteen years of

1 age and a citizen of the United Kingdom.

2 3. Clark County, Nevada, is a proper venue because the agreements, acts, events,
3 occurrences, decisions, transactions, or omissions giving rise to this lawsuit occurred or were
4 performed in Clark County, Nevada.

5 4. The identities of defendants DOES I through X and ROE CORPORATIONS I through
6 X are unknown at this time and may be person or entities who are responsible in some manner for
7 the losses, injuries, and damages herein alleged. The roles of these defendants may include, but is
8 not limited to, (1) owning or operating the restaurant(s) at issue; (2) directly or indirectly assisting
9 Defendants in breaching their contractual or common law duties; (3) directly or indirectly infringing
10 upon, misappropriating, or misusing GRB's intellectual property; (4) directly or indirectly assisting
11 Defendants with infringing upon, misappropriating, or misusing GRB's intellectual property; (5)
12 being employees, agents, servants, or joint ventures of the defendants named herein who are
13 responsible in some manner for the losses, injuries, and damages alleged herein; (6) being managers
14 with some control over and responsibility for the defendants named herein; (7) being business
15 entities controlled by or associated with the defendants named herein, including but not limited to
16 parent corporations, wholly owned subsidiaries, or alter egos; or (8) being employers, agents,
17 principals, masters, or joint ventures of the defendants named herein who are responsible in some
18 manner for the losses, injuries, and damages alleged herein.

19 5. To the extent two or more allegations, causes of action, or forms of relief or damages
20 alleged or requested herein are inconsistent or incompatible, each such allegation or cause of action is
21 pled in the alternative, and each such form of damages or relief is requested in the alternative.

22 6. To the extent the Court were to determine a cause of action alleged herein is a form of
23 relief and not an independent cause of action, Plaintiff respectfully requests that each such cause of
24 action be construed in the alternative as a request for relief.

25 7. To the extent the Court were to determine a form of relief requested herein should
26 have been pled as an independent cause of action, Plaintiff respectfully requests that each such form
27 of relief be construed in the alternative as an independent cause of action.
28

1 8. For each paragraph, allegation, and claim herein, Plaintiff repeats, re-alleges, and
2 expressly incorporates each and every preceding paragraph, allegation, and claim.

3 **II. DERIVATIVE ALLEGATIONS.**

4 9. GRB is a Delaware limited liability company. Its equal members are Seibel, a citizen
5 of New York, and GR US Licensing LP (“GRUS”), a Delaware limited partnership. GRUS’s
6 general partner is Kavalake Limited (“Kavalake”), and Kavalake’s director is Ramsay. GRB’s equal
7 managers are Seibel and Mr. Gillies. Seibel appointed himself as a manager of GRB, and GRUS
8 appointed Mr. Gillies.

9 10. As an active member and manager of GRB who has been a member and manager of
10 GRB at all relevant times, Seibel is pursuing this lawsuit derivatively on behalf of GRB.

11 11. GRB is a Delaware limited liability company, and its limited liability company
12 agreement (“GRB Operating Agreement”) is governed by Delaware law.

13 12. 6 DEL.C. § 18-1001 provides, “A member or an assignee of a limited liability
14 company interest may bring an action in the Court of Chancery in the right of a limited liability
15 company to recover a judgment in its favor if managers or members with authority to do so have
16 refused to bring the action or if an effort to cause those managers or members to bring the action is
17 not likely to succeed.”

18 13. 6 DEL.C. § 18-1002 also provides, “In a derivative action, the plaintiff must be a
19 member or an assignee of a limited liability company interest at the time of bringing the action and:
20 (1) [a]t the time of the transaction of which the plaintiff complains; or (2) [t]he plaintiff’s status as a
21 member or an assignee of a limited liability company interest had devolved upon the plaintiff by
22 operation of law or pursuant to the terms of a limited liability company agreement from a person
23 who was a member or an assignee of a limited liability company interest at the time of the
24 transaction.”

25 14. Paragraph 8.1 of GRB’s operating agreement states, “The Managers shall have the full
26 and exclusive right, power and authority to manage all of the business and affairs of the Company
27 with all the rights and powers generally conferred by law, or necessary, advisable or consistent
28

1 therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all
2 Managers. Once a decision has been reached by the Managers in accordance with this Section, any
3 Manager is authorized to carry out the decision and execute any and all documents on behalf of the
4 Company necessary or appropriate in connection therewith.”

5 15. NEV. R. CIV. P. 23.1 states, “In a derivative action brought by one or more
6 shareholders or members to enforce a right of a corporation or of an unincorporated association, the
7 corporation or association having failed to enforce a right which may properly be asserted by it, the
8 complaint shall be verified and shall allege that the plaintiff was a shareholder or member at the time
9 of the transaction of which the plaintiff complains or that the plaintiff’s share or membership
10 thereafter devolved on the plaintiff by operation of law. The complaint shall also allege with
11 particularity the efforts, if any, made by the plaintiff to obtain the action the plaintiff desires from the
12 directors or comparable authority and, if necessary, from the shareholders or members, and the
13 reasons for the plaintiff’s failure to obtain the action or for not making the effort. The derivative
14 action may not be maintained if it appears that the plaintiff does not fairly and adequately represent
15 the interests of the shareholders or members similarly situated in enforcing the right of the
16 corporation or association. The action shall not be dismissed or compromised without the approval
17 of the court, and notice of the proposed dismissal or compromise shall be given to shareholders or
18 members in such manner as the court directs.” Pursuant to this rule, a verification declaration by
19 Seibel is attached hereto as Exhibit 1. The contents of the Seibel declaration are expressly
20 incorporated into this Complaint as if fully set forth herein.
21

22 16. As established by Seibel’s declaration, demanding that Mr. Gillies authorize GRB to
23 file this lawsuit would be futile because (i) Mr. Gillies seeks to dissolve GRB and has caused a
24 judicial dissolution proceeding to be filed in Delaware; (ii) upon information and belief, Mr. Gillies is
25 aware, approves of and benefits from the suspected misappropriation by Ramsay or an affiliated
26 entity of monies belonging to GRB; and (iii) Mr. Gillies’ close relationship with and loyalty to
27 Ramsay creates a conflict of interest because this lawsuit seeks, in part, to recover those monies owed
28 to GRB that were wrongfully paid to Ramsay or an affiliated entity.

1 **III. THE BURGR RESTAURANT AT PLANET HOLLYWOOD.**

2 **A. The Intellectual Property.**

3 17. GRB owns the trademark “BURGR” and licenses the trademark “BURGR Gordon
4 Ramsay” from GRUS. GRB also owns rights relating to the burger-centric/burger-themed restaurant
5 system and concept utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and
6 menus relating to the concept.

7 18. Although the GRB Operating Agreement recognizes that GRB owns the BURGR
8 marks, Ramsay wrongfully registered that mark in the name of his personal entity, Gordon Ramsay
9 Holdings LLC. Only after Seibel discovered that Ramsay had misappropriated the mark and
10 complained to Ramsay was the mark assigned to GRB in November 2014.

11 **B. The Parties Enter the Development Agreement and Open the Restaurant.**

12 19. In December 2012, Ramsay, GRB, and PHW Las Vegas, LLC (“PHW Las Vegas”)
13 entered a Development, Operation and License Agreement (the “Development Agreement”)
14 concerning the design, development, construction, and operation of a restaurant known as “BURGR
15 Gordon Ramsay” (hereinafter, the “Restaurant”) inside the Planet Hollywood hotel in Las Vegas,
16 Nevada.

17 20. Sometime around 2013, PHW Las Vegas assigned the Development Agreement to PH.

18 21. PH, through the Development Agreement, licensed from GRB the rights to use the
19 “GRB Marks,” as that phrase is defined in the Development Agreement (including the BURGR
20 Gordon Ramsay marks) and the “General GR Materials,” as that phrase is defined in the
21 Development Agreement, including the proprietary concepts, systems, menus, and recipes designed
22 for use in connection with the Restaurant. Hereinafter, the “Intellectual Property” refers collectively
23 to (i) the GRB Marks; (ii) the BURGR Gordon Ramsay marks; (iii) the General GR Materials; (iv)
24 the proprietary concepts, systems, menus, and recipes designed for use in connection with the
25 Restaurant; (v) the rights relating to the burger-centric/burger-themed restaurant system and concept
26 utilizing the BURGR and/or BURGR Gordon Ramsay marks, and the recipes and menus relating to
27 the concept; and (vi) all other rights, tradenames, trademarks, trade secrets, and intellectual property
28

1 licensed, sublicensed, leased, or loaned in the Development Agreement.

2 22. In exchange for a license fee (hereinafter, the "License Fee") it was required to pay
3 GRB, PH had the right to use the Intellectual Property in conjunction with the operation and
4 advertising of the Restaurant and the sale of certain products at the Restaurant.

5 23. The License Fee owed to GRB is defined as "(a) four percent (4%) of Gross
6 Restaurant Sales up to ten million dollars (\$10,000,000); plus (b) six percent (6%) of Gross
7 Restaurant Sales greater than ten million dollars (\$10,000,000) up to twelve million dollars
8 (\$12,000,000); plus (c) eight percent (8%) of Gross Restaurant Sales greater than twelve million
9 dollars (\$12,000,000); plus (d) ten percent (10%) of all Gross Retail Sales." Said amount is to be
10 paid prior to any capital repayment that may be owed.

11 24. After the repayment of PH's initial capital investment, the License Fee required to be
12 paid by PH to GRB is increased to "(a) six percent (6%) of Gross Restaurant Sales up to twelve
13 million dollars (\$12,000,000); plus (b) eight percent (8%) of Gross Restaurant Sales greater than
14 twelve million dollars (\$12,000,000); plus (c) ten percent (10%) of all Gross Retail Sales."

15 25. The Development Agreement obligated PH to pay the License Fee to GRB. It did not
16 give Ramsay or an affiliate any right to receive any independent portion of the License Fee.

17 26. For years, PH paid approximately one million dollars per year in License Fee to GRB
18 pursuant to the Development Agreement.

19 **C. PH and Ramsay Conspire to Oust Seibel and GRB from the Restaurant.**

20 27. PH, together with Ramsay, began efforts in 2016 to force Seibel out of the Restaurant
21 and misappropriate the Restaurant for themselves without paying any consideration to Seibel. These
22 efforts were part of a broader scheme by Caesars, its affiliates and Ramsay to force Seibel out of a
23 number of restaurants and misappropriate the revenues and profits from these restaurants for
24 themselves without paying any consideration to Seibel so that they did not have to share such
25 revenues and profits from of these very successful restaurants with Seibel.

26 28. In January 2015, Caesars Entertainment Operating Company, Inc. ("CEOC") filed
27 for bankruptcy protection under Chapter 11 in United States Bankruptcy Court, Northern District of
28

1 Illinois, Eastern Division, together with a number of its subsidiaries and affiliates. PH was not part
2 of the bankruptcy proceeding. Thereafter, in or around June 2015, Caesars, CEOC, and their
3 affiliated companies, together with Ramsay, began to make concerted efforts to force Seibel and his
4 affiliates out of restaurant ventures they had together without paying any consideration to Seibel,
5 notwithstanding the fact that in some cases Seibel and/or his affiliated entities had invested 50% of
6 the capital required to develop and open the restaurant and the parties had contractually agreed that
7 restaurants of such type could not be operated without Seibel's affiliated entity that was the
8 contracting party.

9 29. For example, in June 2015, CEOC and/or its affiliate Desert Palace, Inc. ("DPI")
10 moved to reject, in the Chapter 11 proceedings, the Development and Operation Agreement between
11 LLTQ Enterprises, LLC ("LLTQ") a former affiliate of Seibel, and DPI relating to the development
12 and operation of the Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas for which LLTQ
13 had invested 50% of the capital required to open the restaurant. When LLTQ challenged the
14 rejection on the basis, among many other reasons, that the agreement between DPI and LLTQ was
15 integrated with the agreement between DPI and Ramsay (and its affiliate) and that DPI could not
16 reject one without the other or keep the restaurant open without LLTQ, DPI sought to reject the
17 corresponding Ramsay agreement and simultaneously obtain court approval for a brand new Ramsay
18 agreement, to the exclusion of LLTQ, that was less beneficial to DPI and its bankruptcy estate than
19 the prior Ramsay agreement. Notwithstanding LLTQ's significant investment, the foregoing acts
20 would rob LLTQ of 50% of the profits from such restaurants to which it was contractually entitled
21 and provide DPI and Ramsay with approximately \$2 million per annum that would otherwise be due
22 to LLTQ.
23

24 30. CEOC and its affiliate Boardwalk Regency Corporation engaged in a similar scheme
25 to take away the revenue stream of FERG, LLC (a former Seibel affiliate) with regard to FERG's
26 interest in the Gordon Ramsay Pub and Grill at Caesars Atlantic City.

27 31. PH and Ramsay are engaged in a similar scheme regarding the Restaurant.

28 32. In late 2015 and early 2016, PH and Ramsay began discussing a scheme by which

1 they would open new burger-centric/burger-themed restaurants together without Seibel's
2 participation contrary to the Development Agreement. When Seibel voiced his objection to this
3 scheme, PH and Ramsay began a scheme to force Seibel out of the Restaurant without paying Seibel
4 any consideration.

5 33. On April 7, 2016, Ramsay informed Seibel that he had unilaterally instructed PH to
6 pay Ramsay's entity, and not GRB, 50% of monies due GRB under the Development Agreement. In
7 contravention of the Development Agreement, PH agreed.

8 34. As a result, beginning in April 2016 PH paid 50% of monies due to GRB directly to
9 Ramsay. This arrangement, in violation of the Development Agreement (and the GRB Operating
10 Agreement), was intended as the first step in the joint effort by PH and Ramsay to wrest the
11 Restaurant from Seibel so that they did not have to share the revenues with him.

12 35. Around April 11, 2016, Seibel attempted to transfer his interest in GRB to The Seibel
13 Family 2016 Trust, but GRUS rejected that attempted transfer without basis. On information and
14 belief, PH was aware of Ramsay's baseless rejection of Seibel's transfer and conspired with Ramsay
15 to cause the rejection.

16 36. That baseless rejection of Seibel's transfer provided PH with a sham excuse to further
17 its efforts to force Seibel out of the Restaurant without paying any consideration when on August 19,
18 2016, judgment was entered on Seibel's guilty plea in the Southern District of New York to one
19 count of obstructing or impeding the due administration of the internal revenue laws under 26 U.S.C.
20 § 7212(a).

21 37. Neither Ramsay nor PH was aware in April 2016 of the tax investigation that resulted
22 in the judgment against Seibel's plea when they conspired to reject Seibel's proposed transfer. PH
23 and Ramsay conspired to reject the proposed transfer by Seibel in furtherance of their scheme to
24 exclude Seibel (or his transferee) from the financial benefits of the Restaurant.

25 38. Then, on or around September 21, 2016, a letter was sent by PHW Las Vegas dba
26 PHWM, defined in the letter as "Caesars," to GRB (hereinafter, the "Termination Letter") allegedly
27 terminating the Development Agreement under Section 4.2.5 for purported suitability reasons related
28

1 to Seibel. This termination was not valid because, among other reasons, it was not issued by PH.

2 39. The purported basis for this termination was illusory and in bad faith, as PH and
3 Ramsay had been planning since April 2016, at the latest, to force Seibel from his beneficial interest
4 in the Development Agreement and out of the Restaurant for no consideration.

5 40. The purported basis for this termination was illusory and in bad faith as PH did not in
6 good faith anticipate that it or its affiliates would be subject to disciplinary actions relating to its
7 gaming or alcohol licenses as a result of the judgment against Seibel.

8 41. Neither Seibel nor GRB has been found to be an “unsuitable person” by the Nevada
9 Gaming Control Board.

10 42. PH has never been sanctioned, fined, reprimanded by the Nevada Gaming Control
11 Board, or any other Nevada Gaming Authority, as a result of Seibel’s association with GRB.

12 43. PH has not sustained any monetary damages whatsoever as a result of Seibel’s
13 association with GRB.

14 44. The purported basis for this termination was illusory and in bad faith, as PH and
15 Ramsay schemed together to reject Seibel’s proposed transfer of his interest in GRB, which such
16 transfer would have cured any legitimate suitability concerns of PH.

17 45. Seibel remains ready, able, and willing to disassociate himself from GRB. In fact,
18 Seibel attempted to transfer his interests, but such transfer was unreasonably blocked by GRUS and
19 PH in furtherance of their scheme to force Seibel out of a number of restaurants and misappropriate
20 the revenues and profits from these restaurants for themselves so that they did not have to share such
21 revenues and profits from of these very successful restaurants with Seibel.

22 46. Prior to PH’s purported termination, Seibel requested that PH inform Seibel as to the
23 objections it had to the proposed transfer, but PH ignored Seibel’s request so that it alone, or with
24 Ramsay, could take Seibel’s share of the License Fee otherwise required to be paid to GRB.

25 47. Prior to PH’s purported termination, Seibel requested that PH work with Seibel to
26 arrive at an assignee that could be mutually agreeable to Seibel and PH but PH ignored Seibel’s
27 request so that PH alone, or with Ramsay, could take Seibel’s share of the License Fee otherwise
28

1 required to be paid to GRB.

2 48. Removing Seibel from GRB dispositively cures any alleged problem identified by PH
3 as being the purported reason for terminating the Development Agreement.

4 49. However, PH and Gordon Ramsay have colluded to prevent Seibel from transferring
5 his interest in GRB thus evidencing both the fact that removing Seibel effectively cures any allegation
6 that Seibel is unsuitable and that the real reason to terminate the Development Agreement is
7 predicated upon PH's desire to retain Seibel's portion of the monies owed to GRB for itself.

8 50. The purported basis for this termination was illusory and in bad faith, since while
9 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
10 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
11 person, Caesars and other affiliates of PH were engaged in relationships and were parties to contracts
12 with notorious criminals with long histories of arrests and convictions, including some for violent
13 crimes, the most recent of which appears to be the Rapper T.I. whose name is promoted all over Las
14 Vegas as a method to attract people to the club within a Caesars property where he is performing
15 with the obvious hope of the same also resulting in additional casino activity.

16 51. The purported basis for this termination was illusory and in bad faith, since while
17 PHW Las Vegas was providing notice of termination allegedly because Seibel, a behind the scenes
18 50% member in a company that licensed certain rights to PH, allegedly became an unsuitable
19 person, Caesars and other affiliates of PH had a long history of contracting with and promoting
20 professional boxers and boxing promoters who had extensive arrest and criminal conviction records
21 to financially gain not just from the boxing matches but also from the additional activity such
22 matches would attract to their casinos.

23 52. The purported basis for this termination was illusory and in bad faith, since while
24 PHW Las Vegas was providing notice of termination because Seibel, a behind the scenes 50%
25 member in a company that licensed certain rights to PH, allegedly became an unsuitable person,
26 Caesars and other affiliates of PH had a long history of continuing to do business with persons under
27 similar circumstances. Caesars and PH have in the past contracted with, or remained in contract
28 with parties to operate restaurants or clubs in spite of indictments and/or felony convictions of such

1 parties without any disciplinary action to Caesars or PH.

2 53. The purported termination is invalid and is a sham for the additional reason that PH
3 did not cease operations of the Restaurant after the purported termination.

4 54. Section 4.3.2(a) states that upon termination of the Development Agreement, PH
5 “shall cease operation of the Restaurant and its use of” the Intellectual Property. It also states that PH
6 may continue to operate the Restaurant after termination for up to 120 days, but as long as the
7 Restaurant is in operation, PH must continue to pay the License Fee to GRB.

8 55. Further, Section 4.3.2(e) expressly states that upon the termination of the Development
9 Agreement, PH “shall not use the Restaurant’s food and beverage menus or recipes developed by
10 GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials.”

11 56. However, to this day, despite its purported “termination,” the Restaurant remains open
12 for business and is generating millions of dollars in profits annually yet PH is not paying the License
13 Fee earned and due to GRB.

14 57. In fact, subsequent to the purported termination, PH continued to use the Intellectual
15 Property, GRB Marks, and General GR Materials in operating the Restaurant. But then, on
16 information and belief, instead of paying the monies due directly to GRB, PH and Ramsay colluded
17 and diverted payment of the License Fee away from GRB and made some portion of that payment
18 directly to Ramsay and/or GRUS or another affiliated entity in furtherance of their scheme to deprive
19 Seibel of his rights and revenue.

20 58. Furthermore, even Caesars’ Charter documents require or permit Caesars to pay
21 monies to certain shareholders found to be unsuitable persons by purchasing their shares at fair
22 market value.

23 59. Through its patent breach, PH has enriched itself by retaining Seibel’s share of the
24 monies due and owed to GRB as a result of the continued operation of the Restaurant.

25 **D. PH and Ramsay Are Attempting to Rebrand the Restaurant.**

26 60. Based upon information and belief, PH and Ramsay presently are attempting to change
27 the name of the Restaurant (hereinafter, the renamed Restaurant is the “Rebranded Restaurant”) and
28 continue operating the Rebranded Restaurant amongst themselves without GRB or Seibel.

1 61. Based upon information and belief, around October 2016 and thereafter, Ramsay or an
2 affiliate had several applications submitted to the USPTO to trademark “Gordon Ramsay Burger.”
3 Based on information and belief, Ramsay intended to use the trademark “Gordon Ramsay Burger” at
4 the Rebranded Restaurant. Based further upon information and belief, around December 2016, the
5 USPTO rejected those applications because the proposed mark is too similar to “BURGR Gordon
6 Ramsay.”

7 62. PH and Ramsay’s conduct related to the Rebranded Restaurant violates the
8 Development Agreement and the implied covenant of good faith and fair dealing for reasons that
9 include, but are not limited to, the following:

10 a) Section 11.2 of the Development Agreement obligates PH to cease doing
11 business with Ramsay with regard to the Restaurant following any termination of the Development
12 Agreement under that section. (*See* § 11.2 of the Development Agreement) (PH has “the right to
13 terminate this Agreement and its relationship with Gordon Ramsay and GRB.”) (emphasis added).
14 PH and Ramsay are in breach of this provision by continuing their business relationship with respect
15 to the Rebranded Restaurant.

16 b) Section 4.3.2(a) of the Development Agreement obligates PH to wind up its
17 operation of the Restaurant within 120 days of termination of the Development Agreement. The
18 Development Agreement does not contain any provisions by which this 120 day period can be
19 extended. Based upon information and belief, around January 2017, PH, GRUS, and Ramsay
20 improperly agreed without the knowledge or consent of Seibel or GRB to extend this 120 day period.
21 Based further upon information and belief, the sole reason for this improper extension was to afford
22 additional time for Ramsay or an affiliate to resolve the trademark issues before the USPTO, so as to
23 allow the Restaurant to begin operating immediately as the Rebranded Restaurant without the
24 Restaurant ever being closed for any period of time.

25 c) Based upon information and belief, in breach of the Development Agreement,
26 PH and Ramsay intend to use the Intellectual Property for the Rebranded Restaurant.

27 d) Section 14.21 of the Development Agreement obligates PH to enter a similar,
28

1 separate written agreement with GRB concerning the Rebranded Restaurant. PH and Ramsay have
2 breached § 14.21 of the Development Agreement by failing to enter a similar, separate written
3 agreement with GRB or an affiliate concerning the Rebranded Restaurant.

4 63. As a direct and proximate result of all of the conduct and events alleged in this
5 Complaint, Plaintiff has suffered over \$10,000.00 in actual damages, and such losses shall continue to
6 accrue pending judgment of this matter. But for the above-referenced events, Plaintiff would not have
7 suffered these injuries, losses, and damages.

8 64. Plaintiff also is seeking an award of its fees and costs under the fee-award provisions
9 in the Development Agreement. Section 14.13 states, "The prevailing party in any dispute that arises
10 out of or relates to the making or enforcement of the terms of this Agreement shall be entitled to
11 receive an award of its expenses incurred in pursuit or defense of said claim, including, without
12 limitation, attorneys' fees and costs, incurred in such action."

13 65. GRB also requests an accounting under Section 8.4 of the Development Agreement
14 and the laws of equity. Without an accounting, GRB may not have adequate remedies at law because
15 the exact amount of monies owed to it could be unknown. The accounts between the parties are of
16 such a complicated nature that an accounting is necessary and warranted. Furthermore, GRB has
17 entrusted and relied upon PH to maintain accurate and complete records and to compute the amount
18 of monies due under the Development Agreement.

19 66. Delaware law further provides that "[i]f a derivative action is successful, in whole or
20 in part, as a result of a judgment, compromise or settlement of any such action, the court may award
21 the plaintiff reasonable expenses, including reasonable attorney's fees, from any recovery in any such
22 action or from a limited liability company." 6 DEL.C. § 18-1004. Seibel requests an award of his
23 fees and costs pursuant to this statute.

24
25 **FIRST CAUSE OF ACTION**
26 **Breaches of Contract**
(Against All Defendants)

27 67. The Development Agreement is a valid and enforceable contract between GRB, PH,
28 and Ramsay.

1 68. PH breached the Development Agreement by engaging in conduct that includes, but is
2 not limited to, the following:

3 a) Continuing to do business with Ramsay following the alleged termination of
4 the Development Agreement;

5 b) Continuing to operate the Restaurant following the alleged termination of the
6 Development Agreement;

7 c) Continuing to use the Intellectual Property following the alleged termination of
8 the Development Agreement;

9 d) Failing and refusing to pay the License Fee and other monies to GRB for the
10 period of time it has operated the Restaurant and used the Intellectual Property;

11 e) Paying all or a portion of the License Fee to Ramsay or his affiliated entity;

12 f) Failing and refusing to provide GRB with a reasonable and good faith
13 opportunity to cure its purported association or affiliation with any unsuitable persons, as
14 contemplated in Section 11.2 of the Development Agreement;

15 g) Allegedly extending the 120 day post-termination period to wind up the
16 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
17 Agreement; *and*

18 h) Attempting and planning to open and operate the Rebranded Restaurant with
19 Ramsay or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter
20 a separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant.
21

22 69. Ramsay breached the Development Agreement by engaging in conduct that includes,
23 but is not limited to, the following:

24 a) Receiving, directly or indirectly, monies intended for and owed to GRB under
25 the Development Agreement;

26 b) Attempting to continue to do business with PH and operate the Restaurant with
27 PH in direct violation of the Development Agreement;

28 c) Continuing to use the Intellectual Property following the alleged termination of

1 the Development Agreement;

2 d) Continuing to use the Intellectual Property following the alleged termination of
3 the Development Agreement;

4 e) Allegedly extending the 120 day post-termination period to wind up the
5 Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the Development
6 Agreement; *and*

7 f) Attempting and planning to open and operate the Rebranded Restaurant with
8 PH or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter a
9 separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant.

10 70. As a direct and proximate result of the above-referenced events, GRB has suffered
11 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
12 would not have suffered these injuries, losses, and damages.

13 71. GRB also is seeking an award of its fees and costs under the fee-award provision in
14 the Development Agreement.
15

16 **SECOND CAUSE OF ACTION**
17 **Contractual Breaches of the Implied Covenant of Good Faith and Fair Dealing**
18 **(Against All Defendants)**

19 72. In Nevada, every contract imposes upon the parties an implied covenant of good faith
20 and fair dealing. A party breaches the implied covenant by (1) performing a contract in a manner
21 unfaithful to its purpose and that frustrates or denies the justified expectations of the other party; (2)
22 interfering with or failing to cooperate with an opposing party with the performance of a contract; (3)
23 acting arbitrarily, capriciously, or in bad faith; (4) failing to exercise and perform discretionary
24 powers under a contract in good faith; (5) unduly delaying performance or payment under a contract;
25 or (6) literally complying with the terms of a contract and therefore not technically breaching the
26 contract but nevertheless violating the intent and spirit of the contract.

27 73. The Development Agreement constitutes a binding and enforceable contract that
28 imposes an implied covenant of good faith and fair dealing upon PH and Ramsay.

1 74. In the event the Court were to conclude PH literally complied with any of the terms of
2 the Development Agreement, PH breached the implied covenant by engaging in arbitrary,
3 capricious, and bad faith conduct that includes, but is not limited to, the following:

4 a) Pursuing an arbitrary, capricious, and bad faith scheme with Ramsay to oust
5 Seibel and GRB from the Restaurant to increase PH's profits;

6 b) Attempting to interfere with Seibel's relationship with the Restaurant by
7 diverting funds away from GRB to Ramsay or an affiliate;

8 c) Conspiring with Ramsay to reject Seibel's attempted transfer of his interest in
9 the Development Agreement;

10 d) Purporting to terminate the Development Agreement on the wholly illusory
11 unsuitability grounds;

12 e) Continuing to do business with Ramsay in conjunction with the Development
13 Agreement following the alleged termination of the Development Agreement;

14 f) Continuing to operate the Restaurant following the alleged termination of the
15 Development Agreement;

16 g) Continuing to use the Intellectual Property following the alleged termination of
17 the Development Agreement;

18 h) Failing and refusing to pay the License Fee and other monies to GRB for the
19 period of time it has operated the Restaurant and used the Intellectual Property;

20 i) Paying all or a portion of the License Fee to Ramsay or an affiliated entity;

21 j) Failing and refusing to provide GRB with a reasonable and good faith
22 opportunity to cure its purported association or affiliation with any unsuitable persons, as
23 contemplated in Section 11.2 of the Development Agreement;

24 k) Purporting to terminate the Development Agreement on suitability grounds
25 through PHW Las Vegas and PHWM, which has no power or right to terminate the agreement on
26 suitability grounds;

27 l) Selectively, arbitrarily, and capriciously choosing to do business or enter
28

1 financial transactions, directly or indirectly, with persons who have criminal records (including but
2 not limited to the rapper Clifford Joseph Harris Jr., better known as "T.I.") or are dishonest, immoral,
3 infamous, of ill-repute, or potentially or actually unsuitable;

4 m) Allegedly extending the 120 day post-termination period under the
5 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
6 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
7 Development Agreement;

8 n) Attempting and planning to open and operate the Rebranded Restaurant with
9 Ramsay or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter
10 a separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*

11 o) Claiming Nevada gaming law and authorities would prohibit PH from paying
12 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
13 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
14 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
15 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
16 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
17 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
18 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

19
20 75. In the event the Court were to conclude Ramsay literally complied with any of the
21 terms of the Development Agreement, Ramsay breached the implied covenant by engaging in
22 conduct that includes, but is not limited to, the following:

23 a) Pursuing an arbitrary, capricious, and bad faith scheme with PH to oust Seibel
24 and GRB from the Restaurant to increase the profits of himself or an affiliate;

25 b) Receiving, directly or indirectly, monies intended for and owed to GRB under
26 the Development Agreement;

27 c) Attempting to continue to do business with PH and operate the Restaurant with
28 PH in direct violation of the Development Agreement;

- 1 d) Continuing to use the Intellectual Property following the alleged termination of
2 the Development Agreement;
- 3 e) Enticing and encouraging PH to breach its contractual obligations to GRB;
- 4 f) Refusing to allow assignments related to GRB to damage and harm GRB's
5 contractual rights;
- 6 g) Wrongfully representing to PH that Seibel is an unsuitable person and that his
7 affiliation with GRB cannot be cured;
- 8 h) Allegedly extending the 120 day post-termination period under the
9 Development Agreement to wind up the Restaurant for the bad faith purpose of opening the
10 Rebranded Restaurant and continuing to operate the Restaurant beyond the wind up deadline in the
11 Development Agreement;
- 12 i) Attempting and planning to open and operate the Rebranded Restaurant with
13 PH or an affiliate, use the Intellectual Property for the Rebranded Restaurant, and failing to enter a
14 separate written agreement with GRB or an affiliate concerning the Rebranded Restaurant; *and*
- 15 j) Claiming Nevada gaming law and authorities would prohibit PH from paying
16 any monies to GRB or from allowing Seibel to assign his interest in GRB to The Seibel Family 2016
17 Trust or another person or entity when (i) no Nevada gaming laws prohibit the same; (ii) no Nevada
18 gaming authority has prohibited the same; (iii) no Nevada gaming authority has instituted any action
19 or threatened to institute any action against PH or an affiliate; (iv) Caesars' current certificate of
20 incorporation expressly allows the company to redeem the stock of unsuitable persons; and (v)
21 historical precedent exists within the Nevada gaming community for allowing Seibel to assign his
22 interest in GRB to The Seibel Family 2016 Trust or another person or entity.

24 76. As a direct and proximate result of the above-referenced events, GRB has suffered
25 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
26 would not have suffered these injuries, losses, and damages.

27 77. GRB also is seeking an award of its fees and costs under the fee-award provision in
28 the Development Agreement.

THIRD CAUSE OF ACTION
Unjust Enrichment
(Against All Defendants)

78. All preceding paragraphs are incorporated herein.

79. By licensing the Intellectual Property and the General GR Materials to PH and on account of PH's failure to pay License Fees, GRB conferred benefits upon PH, and it accepted, appreciated, and retained the benefits. Specifically, PH is unlawfully retaining and using the Intellectual Property for the Restaurant and attempting to do the same for the Rebranded Restaurant.

80. PH has failed to cease using the Intellectual Property and to pay to GRB the License Fees and other monies owed to GRB for the period of time it has operated the Restaurant and used the Intellectual Property.

81. In the event the Court were to conclude the Development Agreement is no longer valid or enforceable, it would be unjust, unfair, and inequitable for PH and Ramsay to be permitted to retain or use the Intellectual Property and monies owed to GRB for the period of time they have operated the Restaurant and used the Intellectual Property. It would be further unjust, unfair, and inequitable for PH and Ramsay to be permitted to use the Intellectual Property for the Rebranded Restaurant without compensating GRB.

82. Ramsay, directly or indirectly, has wrongfully accepted and retained monies intended for and owed to GRB under the Development Agreement. It would be unjust, unfair, and inequitable for Ramsay or an affiliate to retain these monies.

83. As a direct and proximate result of the above-referenced events, GRB has suffered injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB would not have suffered these injuries, losses, and damages.

FOURTH CAUSE OF ACTION
Civil Conspiracy
(Against All Defendants)

84. Ramsay and PH acted in concert and had an explicit or tacit agreement between themselves to breach the Development Agreement and oust GRB and Seibel from the Restaurant.

85. Ramsay and PH's conduct was designed and intended to disrupt GRB and Seibel's

1 contractual relationship with PH, inflict financial harm upon GRB and Seibel, and increase Ramsay
2 and PH's profits from the Restaurant. These objectives of the conspiracy were unlawful because they
3 violated GRB and Seibel's rights, entitlements, and justified expectations under the Development
4 Agreement.

5 86. To accomplish the objectives of the conspiracy, Ramsay, directly or indirectly, refused
6 to allow Seibel to transfer his interest in GRB to The Seibel Family 2016 Trust, resign as a manager
7 of GRB, and appoint Craig Green as a manager of GRB. While simultaneously blocking Seibel's
8 efforts to transfer his interest in GRB, resign as a manager, and appoint a replacement manager,
9 Ramsay and GRUS demanded that Seibel disassociate from GRB. This demand was a charade in
10 light of the fact Ramsay and GRUS blocked Seibel's very efforts to disassociate from GRB.

11 87. Furthermore, in a letter sent on or around September 15, 2016, Ramsay and GRUS
12 falsely told PHW Las Vegas that Seibel is an unsuitable person and his affiliation with GRB and the
13 Restaurant could not be cured. Specifically, Ramsay and GRUS claimed the transfer of Seibel's
14 interest in GRB to The Seibel Family 2016 Trust would "not definitively terminate any direct or
15 indirect involvement or influence in [GRB] by Mr. Seibel." Ramsay and GRUS further claimed the
16 assignment "provide[d] no method by which [PHW Las Vegas] or a gaming regulatory agency could
17 be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney,
18 to be involved with, or profit from, a continuing business relationship with [PHW Las Vegas] under
19 the [GRB] Agreement." These assertions were false because Seibel neither would have had any
20 direct or indirect involvement or influence over The Seibel Family 2016 Trust nor would have retain
21 any ability, directly or indirectly, to be involved with or profit from a continuing business
22 relationship. These false statements were made in furtherance of Ramsay and PH's conspiracy.

23 88. To accomplish the objectives of the conspiracy, PH refused and failed to investigate,
24 research, and consider in good faith whether Seibel would have an interest in or control over The
25 Seibel Family 2016 Trust and whether Seibel's association with GRB and the Restaurant could be
26 cured. It further refused and failed to communicate with Seibel's counsel concerning these matters.
27 This conduct was pursued in furtherance of Ramsay and PH's conspiracy.
28

1 89. The objectives of the conspiracy were accomplished when, on or around September
2 21, 2016, the Development Agreement was terminated on the alleged grounds Seibel is an unsuitable
3 person and GRB purportedly failed to disassociate with Seibel.

4 90. As a direct and proximate result of the above-referenced events, GRB has suffered
5 injuries, losses, and damages exceeding \$10,000.00. But for the above-referenced events, GRB
6 would not have suffered these injuries, losses, and damages.

7 **IV. ADDITIONAL REQUESTS FOR RELIEF**

8 **A. Request for Specific Performance Against PH.**

9 91. Under Nevada law, “Specific performance is available when [i] the terms of the
10 contract are definite and certain, [ii] the remedy at law is inadequate, [iii] the plaintiff has tendered
11 performance, and [iv] the court is willing to order it.”

12 92. In plain, clear, unambiguous, definitive, and certain language, the Development
13 Agreement requires PH to pay the License Fee to GRB while the Restaurant continues to operate
14 after the termination of the Development Agreement. (See Development Agreement at ¶ 4.3.2(a).)

15 93. The Development Agreement does not contain any provisions allowing PH to
16 withhold the License Fee due to any alleged suitability reasons.

17 94. Though it continues to operate the Restaurant following the alleged termination of the
18 Development Agreement, PH refuses to pay the License Fee to GRB.

19 95. Plaintiff does not have an adequate legal remedy to force PH to pay it the License Fee.

20 96. Plaintiff has performed its obligations under the Development Agreement.

21 97. Plaintiff requests an order compelling PH to perform its obligation under the
22 Development Agreement to pay the License Fee to GRB, as well as awarding any additional relief
23 authorized by the law or found fair, equitable, just, or proper by the Court, including but not limited
24 to attorney’s fees, costs, and interest.

25 **B. Request for Declaratory Relief Against PH Under NEV. REV. STAT. § 30 re: the 26 Validity of the Alleged Termination of the Development Agreement.**

27 98. A justiciable controversy ripe for adjudication exists between the parties as to whether
28 the Development Agreement was properly terminated. Plaintiff seeks an order declaring that the

1 Development Agreement was not properly terminated and therefore remains in full force and effect.

2 99. GRB originally entered the Development Agreement with PHW Las Vegas.

3 100. The Development Agreement identified PHW Manager LLC ("PHWM") as the
4 manager of PHW Las Vegas.

5 101. PHW Las Vegas later assigned the Development Agreement to PH in 2013.

6 102. The Termination Letter was sent in September 2016. It used the term "Caesars" to
7 refer collectively to PHW Las Vegas and PHWM. In the Termination Letter, Caesars purportedly
8 terminated the Development Agreement under Section 4.2.5.

9 103. The purported termination of the Development Agreement by "Caesars" was invalid
10 and ineffective because in 2013, PHW Las Vegas assigned the Development Agreement to PH.
11 Following that assignment, PHW Las Vegas and PHWM had no interest in or rights regarding the
12 Development Agreement and therefore had no right to terminate the agreement.

13 104. The purported termination was invalid and ineffective for the additional reason that it
14 was issued in violation of PH's implied covenant of good faith and fair dealing. PH had been
15 attempting to wrongfully terminate Seibel's association with the Restaurant and enrich itself by
16 retaining Seibel's share of the monies due and owed to GRB as a result of the continued operation of
17 the Restaurant.

18 105. PH's purported termination was exercised in bad faith and was in furtherance of an
19 ongoing scheme to keep Seibel's share of the revenues from the Restaurant and had nothing to do any
20 good faith determination by PH that Seibel is an Unsuitable Person as that term is defined in the
21 Development Agreement

22 106. The purported termination was invalid and ineffective because upon issuance of the
23 purported termination notice PH continued to operate the Restaurant as if the Development
24 Agreement remain in effect and failed to comply with the required conduct in the event of a valid
25 termination of the Development Agreement.

26 107. For the above-stated reason, Plaintiff seeks an order declaring that the Development
27 Agreement was not properly terminated and therefore remains in full force and effect.
28

1 108. Plaintiff further request any additional relief authorized by the law or found fair,
2 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
3 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

4 **C. Declaratory Relief Against All Defendants Under NEV. REV. STAT. § 30 re: the**
5 **Parties' Rights and Obligations Under the Development Agreement.**

6 109. PH and Ramsay's actions have created a justiciable controversy, and this controversy
7 is ripe for adjudication as a declaration by this Court.

8 110. GRB seeks a declaration concerning the following rights, remedies, duties, and
9 obligations:

10 a) That PH must cease doing business with Ramsay following the termination of
11 the Development Agreement;

12 b) That PH must cease operating the Restaurant following the termination of the
13 agreement;

14 c) That PH must cease using the Intellectual Property following the termination of
15 the agreement;

16 d) That PH must pay the License Fee and other monies to GRB for the period of
17 time it has operated the Restaurant and used the Intellectual Property;

18 e) That PH must provide GRB with a reasonable and good faith opportunity to
19 cure its purported association or affiliation with any unsuitable persons; *and*

20 f) That the Development Agreement precludes PH and Ramsay from opening and
21 operating the Rebranded Restaurant.

22 111. Plaintiff further request any additional relief authorized by the law or found fair,
23 equitable, just, or proper by the Court, including but not limited to attorney's fees, costs, and interest
24 under NEV. REV. STAT. § 30.120 or any other law or agreement allowing the same.

25 **D. Request for an Accounting from PH.**

26 112. The Development Agreement allows GRB to request and conduct an audit concerning
27 the monies owed under the agreement.
28

1 113. The laws of equity also allow for GRB to request an accounting of PH. Without an
2 accounting, GRB may not have adequate remedies at law because the exact amount of monies owed
3 to it could be unknown.

4 114. The accounts between the parties are of such a complicated nature that an accounting
5 is necessary and warranted.

6 115. GRB has entrusted and relied upon PH to maintain accurate and complete records and
7 to compute the amount of monies due under the Development Agreement.

8 116. GRB requests an accounting of the monies owed to it under the GRB agreement, as
9 well as all further relief found just, fair, and equitable.

10 **E. Request for an Injunction / Restraining Order Against All Defendants.**

11 117. Section 14.10.2 of the Development Agreement states, “Notwithstanding any other
12 provision of this Agreement, the parties acknowledge and agree that monetary damages would be
13 inadequate in the case of any breach by [PH] of Article 6 Accordingly, each party shall be
14 entitled, without limiting its other remedies and without the necessity of proving actual damages or
15 posting any bond, to equitable relief, including the remedy of specific performance or injunction, with
16 respect to any breach or threatened breach of such covenants and each party (on behalf of itself and
17 its Affiliates) consents to the entry thereof in any affected jurisdiction. In the event that any
18 proceeding is brought in equity to enforce the provisions of this Agreement, no party hereto shall
19 allege, and each party hereto hereby waives the defense or counterclaim that there is an adequate
20 remedy at law.”

21 118. PH has improperly purported to terminate the Development Agreement.

22 119. PH and Ramsay have breached Article 6 of the Development Agreement through
23 conduct that includes, but is not limited to, (1) continuing to use the Intellectual Property following
24 the termination of the License and the alleged termination of the Development Agreement; and (2)
25 failing to pay the License Fee and other monies to GRB for the period of time PH has operated the
26 Restaurant and used the Intellectual Property.
27

28 120. GRB seeks a permanent injunction or restraining order (i) prohibiting PH from

1 terminating the Development Agreement; or, in the alternative, prohibiting PH and Ramsay from (ii)
2 (a) using the Intellectual Property for the Restaurant or the Rebranded Restaurant; and (b) continuing
3 to operate the Restaurant or open and operate the Rebranded Restaurant.

4 121. GRB will succeed on the merits of its claims, the balance of equities tip in favor of
5 GRB, and public interests favor injunctive relief. Furthermore, GRB would suffer substantial and
6 irreparable harm if PH were permitted to terminate the Development Agreement or if Defendants
7 were permitted to (i) continue using the Intellectual Property; (ii) continue operating the Restaurant; or
8 (iii) open and operate the Rebranded Restaurant.

9
10 **V. PRAYER FOR RELIEF.**

11 WHEREFORE, Plaintiff prays for judgment as follows:

- 12 A. Monetary damages in excess of \$10,000.00;
13 B. Equitable relief;
14 C. Specific Performance;
15 D. Injunctive relief;
16 E. Declaratory relief;
17 F. Reasonable attorney's fees, costs, and interest associated with the prosecution of
18 this lawsuit; *and*
19 G. Any additional relief this Court may deem just and proper.

20 **VII. DEMAND FOR JURY TRIAL.**

21 Pursuant to NEV. R. CIV. P. 38, Plaintiff demands a trial by jury on all issues so triable.

22 DATED February 28, 2017.

23 CARBAJAL & MCNUTT, LLP

24
25 /s/ Dan McNutt

26 DANIEL R. MCNUTT (SBN 7815)
27 MATTHEW C. WOLF (SBN 10801)
28 625 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

Exhibit 1

DECLARATION OF ROWEN SEIBEL

I, Rowen Seibel, hereby declare the following:

1. I am an adult and competent to testify to all matters herein and am familiar with all issues and papers herewith.

2. I am making this declaration based upon my personal knowledge in support of my derivative complaint in the Eighth Judicial District Court of Clark County, Nevada (the "Complaint") on behalf of GR Burgr LLC ("GRB").

3. The facts alleged in the Complaint are true and correct to the best of my knowledge, except to matters alleged therein upon information and belief, and as to those matters, I believe them to be true and correct to the best of my knowledge, information, and belief.

A. At All Relevant Times, I Have Been a Member and Manager of GRB.

4. I am a citizen of New York.

5. GRB is a Delaware limited liability company.

6. At all relevant times, GRB's equal members have been myself and GR US Licensing LP ("GRUS"), a Delaware limited liability partnership. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is British celebrity chef Gordon Ramsay.

7. At all relevant times, GRB has had two equal managers: myself and Stuart Gillies, who was appointed by GRUS.

B. Asking Mr. Gillies to Authorize GRB to File the Complaint Would Be Futile.

8. Paragraph 8.1 of GRB's operating agreement states in relevant part, "The Managers shall have the full and exclusive right, power and authority to manage all of the business and affairs of the Company with all the rights and powers generally conferred by law, or necessary, advisable or consistent therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all Managers."

9. Demanding that Mr. Gillies authorize GRB to file the Complaint would be futile for the following reasons:

1 a. In 2016, GRUS filed a pending lawsuit in Delaware to dissolve GRB on the purported
2 grounds that a deadlock exists between me and Mr. Gillies concerning the future of GRB;

3 b. Mr. Gillies refused to attend a meeting of GRB's managers in 2016;

4 c. In 2016, GRUS and Mr. Gillies blocked my attempt to assign my membership interest
5 in GRB to The Seibel Family 2016 Trust and to appoint Craig Green as a manager of GRB; *and*

6 d. The Complaint seeks, in part, to recover monies owed to GRB that PHWLTV, LLC
7 ("Planet Hollywood") or an affiliate wrongfully paid to Mr. Ramsay or an affiliate. It is believed Mr. Gillies
8 knew or should have known of those wrongful payments and explicitly or tacitly approved them.
9 Furthermore, as a close and long-term friend and business partner of Mr. Ramsay who has received
10 significant financial rewards from Mr. Ramsay's business ventures, Mr. Gillies would have a conflict of
11 interest if he were asked to authorize GRB to file the Complaint to recover the aforementioned monies. Mr.
12 Gillies likely would put his friendship with and loyalty to Mr. Ramsay and his personal interest in continuing
13 to earn significant financial rewards from business ventures with Mr. Ramsay above the interests of GRB.
14

15 **1. *The Dissolution Proceeding.***

16 10. On or around October 13, 2016, GRUS filed a lawsuit in the Court of Chancery for Delaware
17 as case no. 12825 seeking a judicial dissolution of GRB. In Paragraph 2, the complaint alleges "[t]he
18 Company's two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on the
19 future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock"

20 11. Based upon the alleged deadlock (and without admitting a deadlock exists), it would be futile
21 to demand that Mr. Gillies authorize GRB to file the Complaint.

22 **2. *Mr. Gillies Refused to Attend a Managers Meeting in 2016.***

23 12. Asking Mr. Gillies to authorize GRB to file the Complaint also would be futile based upon
24 the fact Mr. Gillies refused in 2016 to attend a meeting of the managers of GRB.

25 13. In 2016, through counsel, I attempted to schedule one or more meetings of the managers of
26 GRB. One such meeting was scheduled in New York, New York, for July 12, 2016. Through counsel, Mr.
27
28

1 Gillies refused to attend. Mr. Gillies took the position in writing that he is not obligated under GRB's
2 operating agreement to attend any meetings.

3 14. Given the refusal of Mr. Gillies to attend any meetings, it would be futile to attempt to
4 schedule a meeting for the purpose of asking Mr. Gillies to authorize GRB to file the Complaint.

5 **3. GRUS and Mr. Gillies Blocked My Attempt to Assign My**
6 **Membership Interest in GRB to The Seibel Family 2016 Trust and**
7 **to Appoint Craig Green as a Manager of GRB.**

8 15. Paragraph 10.1(a) of GRB's operating agreement obligates me to obtain the approval of Mr.
9 Gillies to assign my membership interest in GRB. Paragraph 10.1(c), however, allows me to assign the
10 economic rights to my membership interest in GRB to certain relatives or a trust for their benefit without the
11 approval of GRUS or Mr. Gillies.

12 16. Paragraph 8.2 of GRB's operating agreement also allows me with the approval of GRUS to
13 replace myself as a manager. It further states GRUS's approval of the proposed replacement manager shall
14 not be unreasonably withheld, delayed or conditioned.

15 17. On or around April 11, 2016, I notified GRUS and Mr. Gillies in writing of my intent to (i)
16 transfer my membership interest in GRB to The Seibel Family 2016 Trust, (ii) resign as a manager of GRB,
17 and (iii) appoint Craig Green as a replacement manager. I enclosed a Membership Interest Assignment
18 Agreement and a Removal and Appointment of Manager of GRB and asked GRUS to execute and return the
19 documents to effectuate the assignment and the appointment of a replacement manager.

20 18. GRUS flatly and unreasonably refused to execute the above-referenced documents and to
21 approve the assignment and the appointment of a replacement manager. This is true even though GRB's
22 operating agreement expressly precluded GRUS from unreasonably withholding, delaying, or conditioning
23 its consent to the appointment of a replacement manager.

24 **4. It is Believed Planet Hollywood Paid Mr. Ramsay or an Affiliate**
25 **Monies Owed to GRB.**

26 19. Around December 2012, Mr. Ramsay, GRB, and PHW Las Vegas, LLC entered a
27 Development, Operation and License Agreement (the "Development Agreement") concerning the design,
28

development, construction, and operation of a restaurant inside the Planet Hollywood hotel in Las Vegas, Nevada, known as “BURGR Gordon Ramsay” (hereinafter, the “Restaurant”).

20. PHW Las Vegas, LLC later assigned the Development Agreement to Planet Hollywood.

21. The Development Agreement obligated Planet Hollywood to pay a license fee (the “License Fee”) to GRB. It did not give Mr. Ramsay or an affiliate any right to receive any portion of the License Fee.

22. In 2016, I received, through counsel, a letter indicating Mr. Ramsay and Planet Hollywood had reached an agreement amongst themselves for Planet Hollywood to pay a portion of the License Fee to Mr. Ramsay or an affiliate.

23. The following chart identifies the payments GRB received under the Development Agreement:

Date	Amount
10/19/2016	\$115,789.44
7/15/2016	\$127,618.99
4/18/2016	\$124,615.99
1/15/2016	\$271,487.60
10/14/2015	\$283,560.76
7/15/2015	\$275,970.89
4/15/2015	\$255,832.40
1/13/2015	\$249,799.80
10/14/2014	\$214,587.90
7/16/2014	\$222,718.66
4/15/2014	\$213,142.54
1/16/2014	\$145,125.04
10/10/2013	\$292,231.58
7/12/2013	\$203,427.54
4/15/2013	\$118,688.59
1/18/2013	\$10,367.27

24. As evident from the above chart, around the time Mr. Ramsay and Planet Hollywood entered the aforementioned agreement, the amounts of the payments to GRB drastically decreased. It is believed those decreases were due to payments of the License Fee by Planet Hollywood to Mr. Ramsay or an affiliate.

25. In the Complaint, GRB seeks, in part, to recover those monies.

5. *Because of His Close Personal and Professional Relationship with Mr. Ramsay and the Financial Rewards He Has Earned from His Business Ventures with Mr. Ramsay, Mr. Gillies Would Have a Conflict of Interest if He Were Asked to Authorize GRB to File the Complaint.*

26. Based upon my personal knowledge, as well as information and belief and publically available sources, Mr. Gillies has a close and long-standing personal and professional relationship with Mr. Ramsay. This relationship is reflected by the following publically available sources:

a. In April 2014, it was reported Mr. Gillies first met Mr. Ramsay when they were young chefs in London and that Mr. Gillies joined Mr. Ramsay in 2002 to open Angela Hartnett's restaurant at the Connaught.¹ It also was reported that ten years after joining the entity that currently is the Gordon Ramsay Group ("GRG"), Mr. Gillies became its managing director.²

b. An October 2010 interview of Mr. Gillies referred to him as Mr. Ramsay's "right hand man."³ Mr. Gillies said during the interview, "As a boss [Mr. Ramsay is] more generous than you'd ever believe – trying to keep people happy and share the wealth of the company's success."⁴

c. In May 2015, it was reported Mr. Ramsay paid Mr. Gillies shares worth over two million pounds.⁵

d. In March 2016, it was reported Mr. Gillies had been promoted to CEO of GRG.⁶

¹ See <https://www.thecaterer.com/articles/352087/profile-stuart-gillies-managing-director-gordon-ramsay-group> (last accessed on Nov. 16, 2016).

² *Id.*

³ See <http://www.hot-dinners.com/Gastroblog/Interviews/gordons-right-hand-man-hot-dinners-talks-to-stuart-gillies-about-the-savoy-grill-and-bread-street-kitchen> (last accessed on Nov. 16, 2016).

⁴ *Id.*

⁵ See <http://www.telegraph.co.uk/finance/newsbysector/retailandconsumer/11610051/Gordon-Ramsay-pays-restaurant-boss-2.7m-bonus.html> (last accessed on Nov. 16, 2016); see also <http://www.londonlovesbusiness.com/business-news/gordon-ramsay-just-handed-out-a-27m-bonus-to-the-boss-of-his-restaurants/10311.article> (last accessed on Nov. 16, 2016).

⁶ See, e.g., <https://www.thecaterer.com/articles/366132/flurry-of-senior-appointments-at-gordon-ramsay-group-as-stuart-gillies-promoted> (last accessed on Nov. 16, 2016); see also <http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments> (last accessed on Nov. 16, 2016).

1 Commenting on the promotion, Mr. Ramsay said Mr. Gillies had been “a driving force in [GRG’s]
2 international growth”⁷

3 e. In May 2016, Mr. Gillies said GRG was planning to open new restaurants in England
4 outside of London.⁸

5 27. Due to Mr. Gillies’ close and long-standing personal and professional relationship with Mr.
6 Ramsay, he would have a conflict of interest if he were asked to authorize GRB to file the Complaint seeking,
7 in part, to recover monies that were improperly paid to Mr. Ramsay or an affiliate. Mr. Gillies likely would
8 put his friendship and loyalty with Mr. Ramsay, as well as his personal interest in continuing to earn significant
9 monies through business ventures with Mr. Ramsay, above his duties and loyalty to GRB.

10 28. Moreover, based upon information and belief, Mr. Gillies is aware of and explicitly or tacitly
11 approved Planet Hollywood’s improper payments to Mr. Ramsay or an affiliate:

12 a. As a manager of GRB, Mr. Gillies knew or should have known that the payments
13 Planet Hollywood made to GRB during or around April and July 2016 were roughly half the amount of the
14 payments it made in 2014, 2015, and early 2016. As a manager of GRB, he should have inquired into why
15 the amount of those payments drastically decreased and taken appropriate action, but he failed to do so,
16 presumably to protect Mr. Ramsay; *and*

17 b. As the CEO of GRG and a close and long-time confidant of Mr. Ramsay, Mr. Gillies
18 likely knows that Mr. Ramsay or an affiliate received monies from Planet Hollywood owed to GRB.
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25 ⁷ See [http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-](http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments)
26 [appointments](http://www.bighospitality.co.uk/People/Gordon-Ramsay-Group-announces-four-new-appointments) (last accessed on Nov. 16, 2016).

27 ⁸ See [https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-](https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london)
28 [outside-london](https://www.theguardian.com/business/2016/may/30/gordon-ramsay-eyes-first-uk-restaurants-outside-london) (last accessed on Nov. 16, 2016).

On the 28 day of February, 2017, it is declared under penalty of perjury under the law of the State of Nevada and the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Rowen Siebel

ROWEN SEIBEL

1 **IAFD**

2 DANIEL R. MCNUTT (SBN 7815)
3 MATTHEW C. WOLF (SBN 10801)
4 CARBAJAL & MCNUTT, LLP
5 625 South Eighth Street
6 Las Vegas, Nevada 89101
7 Tel. (702) 384-1170 / Fax. (702) 384-5529
8 drm@cmlawnv.com
9 mcw@cmlawnv.com
10 *Attorneys for Plaintiff*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 ROWEN SEIBEL, an individual and citizen of
14 New York, derivatively on behalf of Real Party
15 in Interest GR BURGR LLC, a Delaware
16 limited liability company,

17 Plaintiff,

18 v.

19 PHWLTV, LLC, a Nevada limited liability
20 company; GORDON RAMSAY, an individual;
21 DOES I through X; ROE CORPORATIONS I
22 through X,

23 Defendants,

24 and

25 GR BURGR LLC, a Delaware limited liability
26 company,

27 Nominal Plaintiff.

Case No.:

Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE**

28 ///

///

///

1 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
2 parties appearing in the above entitled action as indicated below:

3 ROWEN SEIBEL \$1530.00

4 **Total** **\$1530.00**

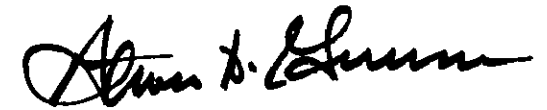
5 DATED February 28, 2017.

6 CARBAJAL & MCNUTT, LLP

7
8 /s/ Dan McNutt

9 DANIEL R. MCNUTT (SBN 7815)
10 MATTHEW C. WOLF (SBN 10801)
11 625 South Eighth Street
12 Las Vegas, Nevada 89101
13 *Attorneys for Plaintiff*
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TAB 2



CLERK OF THE COURT

OST

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively as Nominal Plaintiff on
behalf of Real Party in Interest GR BURGR
LLC, a Delaware limited liability company;

Plaintiff,

vs.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Defendant.

Case No.: A-17-751759-B

Dept. No.: 15

**MOTION FOR PRELIMINARY
INJUNCTION ON ORDER SHORTENING
TIME**

Plaintiff Rowen Seibel, a member and manager of GR Burgr LLC (“GRB”) appearing derivatively on its behalf, respectfully requests an order (1) preliminarily enjoining Defendant PHWLTV, LLC (“PH”) until after trial from terminating the written contract it entered with GRB and Gordon Ramsay; or alternatively, (2) preliminarily enjoining PH and its affiliates until after trial from (i) using the proprietary system, concept, ingredients, menu items, menus, methods of inventory, operations control, equipment, design, methods of preparation, recipes, signature products, specifications for food products and beverages (hereinafter, the “General GR Materials”),¹ and GRB

¹ The Complaint defines the phrase “Intellectual Property.” (See Compl. ¶ 21.) Hereinafter, the phrase “Intellectual Property” is used herein as defined the Complaint.

1 Marks, for the restaurant known as “BURGR Gordon Ramsay” (hereinafter, the “Restaurant”) inside
2 the PH hotel in Las Vegas, Nevada; and (ii) operating the Restaurant or a similar restaurant in the
3 restaurant premises.

4 Injunctive relief is appropriate because the Parties in this matter have contractually stipulated
5 that such relief is appropriate in the circumstances presented to this Court. Specifically, the contract
6 between the Parties expressly states the following:

7 Notwithstanding any other provision of this Agreement, the parties acknowledge and
8 agree that monetary damages would be inadequate in the case of any breach by [PH]
9 of Article 6 Accordingly, each party shall be entitled, without limiting its other
10 remedies and without the necessity of proving actual damages or posting any bond, to
11 equitable relief, including the remedy of specific performance or injunction, with
12 respect to any breach or threatened breach of such covenants and each party (on
13 behalf of itself and its Affiliates) consents to the entry thereof in any affected
14 jurisdiction. In the event that any proceeding is brought in equity to enforce the
15 provisions of this Agreement, no party hereto shall allege, and each party hereto
16 hereby waives the defense or counterclaim that there is an adequate remedy at law.

17 (Ex. 1, Development Agreement at pg. 30, ¶ 14.10.2.) PH is in clear breach of Article 6 and other
18 provisions of the agreement, thereby warranting injunctive relief.

19 DATED February 28, 2017.

20 CARBAJAL & MCNUTT, LLP

21 

22 DANIEL R. MCNUTT (SBN 7815)
23 MATTHEW C. WOLF (SBN 10801)
24 625 South Eighth Street
25 Las Vegas, Nevada 89101
Attorneys for Plaintiff

DECLARATION OF DANIEL R. MCNUTT, ESQ.

I, Daniel R. McNutt, hereby declare the following:

1. I am an adult and competent to testify to all matters herein and am familiar with all
issues and papers herewith.
2. I am making this declaration based upon my personal knowledge.
3. I am a duly licensed attorney at law and am admitted to practice in all courts in the
State of Nevada.

1 4. I am a partner with the law firm Carbajal & McNutt, LLP, counsel for Plaintiff.

2 5. On January 11, 2017, Plaintiff filed a complaint in the United States District Court for
3 the District of Nevada against Defendants PHWL, LLC ("PH") and Gordon Ramsay as case 2:17-
4 cv-00091 (hereinafter, the "Federal Case"). That same day, Plaintiff filed a motion for preliminary
5 injunction in the Federal Case (hereinafter, the "Federal Motion"). PH and Ramsay separately
6 opposed the Federal Motion on January 31, 2017.

7 6. In the Federal Case, the parties became involved in a disagreement concerning
8 whether the District of Nevada had subject matter jurisdiction, and the Honorable Jennifer A. Dorsey,
9 the judge presiding over the Federal Case, requested briefs from the parties on that issue and
10 indicated her desire to resolve that issue before considering the merits of the Federal Motion.

11 7. Plaintiff vehemently disagreed with PH's assertion that the District of Nevada lacked
12 subject matter jurisdiction. Nonetheless, so as not to further delay having the Federal Motion heard
13 on its merits, Plaintiff proposed to stipulate to dismiss the Federal Case without prejudice in order to
14 refile it in the Eighth Judicial District Court of Clark County, Nevada. Accordingly, on February 21,
15 2017, the Federal Case was voluntarily dismissed without prejudice via stipulation.

16 8. On February 28, 2017, Plaintiff refiled with the Eighth Judicial District Court a
17 complaint against PH and Ramsay that is substantially similar to the one from the Federal Case.
18 Furthermore, Plaintiff's foregoing Motion for Preliminary Injunction is substantially similar to the
19 Federal Motion.

20 9. Because Plaintiff's Complaint and Motion for Preliminary Injunction are substantially
21 similar to its filings in the Federal Case and PH and Ramsay already opposed the Federal Motion in
22 ordinary course, neither PH nor Ramsay would be prejudiced by an order shortening time.

23 10. Moreover, in its opposition to the Federal Motion, PH disclosed to Plaintiff for the
24 first time that on or before March 31, 2017, it plans to rebrand the restaurant at issue. In Plaintiff's
25 foregoing Motion for Preliminary Injunction, part of Plaintiff's alternative relief for relief is to enjoin
the opening and operation of that rebranded restaurant until trial. Accordingly, it is imperative that
Plaintiff's Motion for Preliminary Injunction be heard before March 31, 2017.

1 11. For these reasons, Plaintiff respectfully requests that its Motion for Preliminary
2 Injunction be heard on order shortening time.

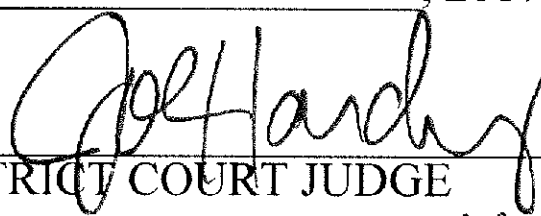
3 On this 2nd day of March, 2017, in Las Vegas, Nevada, it is declared under penalty of perjury
4 under the law of the State of Nevada and the United States that the foregoing is true and correct.

5
6 
DANIEL R. MCNUTT

7
8
9 **ORDER SHORTENING TIME**


10 Good cause appearing, it is hereby ordered that the foregoing **MOTION FOR**
11 **PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME** will be heard on order
12 shortening time on the 22nd day of March, 2017, at
13 9:00 (a.m.) / p.m. o'clock.

14 DATED this 30th day of March, 2017.

15 
16 DISTRICT COURT JUDGE
TM

17 ***Respectfully Submitted:***

18 CARBAJAL & MCNUTT, LLP

19 
20 DANIEL R. MCNUTT (SBN 7815)
21 MATTHEW C. WOLF (SBN 10801)
22 625 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION.

3 Rowen Seibel is a restaurant entrepreneur who has been involved with development and
4 opening of numerous successful restaurants. For a long period of time, Seibel was the business
5 partner of British celebrity chef Gordon Ramsay ("Ramsay"). In 2012, Seibel and Ramsay, through
6 GR US Licensing LP ("GRUS"), formed GRB.² GRB was formed by Seibel and Ramsay to own and
7 establish a restaurant that would be operated at PH in Las Vegas, Nevada, with the intention that
8 further similar restaurants would be opened worldwide. The restaurant "concept" as developed by
9 GRB was a casual, burger-centric restaurant, with a menu that featured burgers, fries, and shakes, as
10 well as other specialty dishes, using the freshest and highest quality ingredients, accompanied by
11 specially created condiments with a unique presentation. The restaurant would have its own
12 proprietary "look and feel," featuring an open, exposed kitchen where the burgers and other items are
13 grilled on an open, wood fire. The restaurant décor would include vivid colors and dark wood
14 furnishings in modern design set that incorporated a flame-theme that was featured throughout the
15 Restaurant.

16 GRB owns the trademarked name "BURGR." GRB is also the exclusive licensee of the mark
17 "BURGR Gordon Ramsay." In 2012, GRB and GRUS, an entity controlled by Ramsay, entered an
18 exclusive license agreement (hereinafter, the "License Agreement") pursuant to which GRUS
19 licensed to GRB the distinctive mark "BURGR Gordon Ramsay" (hereinafter, the "GRB Mark"). It
20 allowed GRB to use and/or to sublicense the GRB Mark for the operation of the GRB burger-themed
21 restaurant.

22 GRB also developed and owns the system and concept for a burger-themed restaurant that
23 would use the trademarked name, and it developed and owns the ingredients, menu items, menus,
24 methods of inventory, operations control, equipment, design, methods of preparation, recipes,
25 signature products, specifications for food products and beverages for the BURGR restaurant.

In December 2012, GRB, Ramsay, and PHW Las Vegas, LLC ("PHW Las Vegas") entered an

2 Ex. 2, Seibel Decl.

1 agreement (hereinafter, the "Development Agreement") concerning the design, development,
2 construction, and operation of the Restaurant inside the PH hotel in Las Vegas, Nevada. PHW Las
3 Vegas later assigned the agreement to PH. As was originally conceived, the Restaurant is a casual,
4 burger-centric restaurant, with a menu that featured burgers, fries, and shakes, as well as other
5 specialty dishes, using the freshest and highest quality ingredients. The menu utilizes the recipes
6 specifically created for the Restaurant, and includes items such as "Beer Battered Maui Onion
7 Rings", "Hog Burger", "Uber Cheese Burger", "Chanterelle Burger", "Southern Yardbird Burger",
8 "Fish and Crisp Sandwich", "Truffle Parmesan Fries", and shakes and desserts that feature a variety
9 of pudding flavors. The Restaurant has its own distinctive "look and feel," featuring an open,
10 exposed kitchen where the burgers and other items are grilled on an open, wood fire. The Restaurant
11 décor includes vivid colors and dark wood furnishings in modern design set that incorporates a flame-
12 theme featured throughout the Restaurant. Photographs of the Restaurant are attached hereto as
13 Exhibit 6.

14 Under the Development Agreement, GRB licensed the GRB Marks, the General GR
15 Materials, and the Intellectual Property to PH to use in connection with the Restaurant in exchange
16 for the payment of a license fee (hereinafter, the "License Fee"). The Development Agreement
17 obligates PH to cease operating the Restaurant and using the GRB Marks, the General GR Materials,
18 and the Intellectual Property upon the termination of the Development Agreement. It also obligates
19 PH to pay the License Fee to GRB for as long as it continues to operate the Restaurant.

20 The menu has changed very little since opening. A copy of the menu from June 2013 is
21 attached as Exhibit 7. A copy of the menu currently found on the restaurant's website is attached as
22 Exhibit 8, and a copy of the menu obtained directly from the Restaurant on January 3, 2017, is
23 attached as Exhibit 9. As these menus show, the vast majority of menu items using GRB's recipes
24 have remained the same over the years, although GRB provided some additional recipes for new
25 menu items over the years.

The Restaurant has been very successful since its opening. It received numerous positive
reviews in the press. The Restaurant generated approximately \$17 million in revenues annually and
generated profits of over \$4 million per year. In addition, the Restaurant has generated an average of

1 \$1 million annual licensing fee paid by PH to GRB.

2 PH, together with Ramsay, began efforts in 2016 to force Seibel out of the Restaurant without
3 paying any consideration and to misappropriate the Restaurant for themselves. On April 7, 2016,
4 Ramsay informed Seibel that without the consent of Seibel, PH had been unilaterally instructed to
5 pay 50% of monies due to GRB under the Development Agreement directly to one of Ramsay's
6 entities instead of to GRB. In contravention of the Development Agreement, PH agreed. Around
7 April 11, 2016, Seibel attempted to transfer his interest in GRB to The Seibel Family 2016 Trust, but
8 GRUS rejected that attempted transfer without basis. On information and belief, PH was aware of
9 Ramsay's baseless rejection of Seibel's transfer and conspired with Ramsay to cause the rejection.

10 That baseless rejection of Seibel's transfer provided PH with an excuse to further its efforts to
11 force Seibel out of the Restaurant when on August 19, 2016, judgment was entered on Seibel's guilty
12 plea in the Southern District of New York to one count of obstructing or impeding the due
13 administration of the internal revenue laws under 26 U.S.C. § 7212(a). On September 2, 2016,
14 Caesars Entertainment Corporation ("Caesars") sent a letter to GRB demanding that within ten
15 business days, it terminate its relationship with Seibel and provide written evidence of the same.
16 During that time period, Seibel's counsel attempted to communicate with Caesars concerning Seibel's
17 desire to transfer his interest in GRB to The Seibel Family 2016 Trust or another acceptable party, but
18 Caesars refused to communicate.

19 On September 15, 2016, GRUS's counsel informed PH that it had rejected Seibel's attempted
20 transfer of his interest in GRB and "asked" if PH would do the same. Not surprisingly, PH informed
21 Ramsay that it too would reject Seibel's transfer. This exchange of letters was a charade intended to
22 cover-up the fact that Caesars, PH, and Ramsay had conspired together to oust Seibel from the
23 Restaurant. Accordingly, on September 21, 2016, PHW Las Vegas purportedly terminated the
24 Development Agreement on the alleged grounds that Seibel is an unsuitable person, as that phrase is
25 defined in the Development Agreement. ***Critically though***, the actual party to the contract, PH, has
not terminated the Development Agreement. Additionally, on September 22, 2016, Ramsay, through
GRUS, purported to terminate the license agreement between GRUS and GRB.

Following the purported and wrongful termination of the Development Agreement, PH has

1 flatly refused to honor its contractual obligations under the Development Agreement. Specifically, it
2 is continuing to operate the Restaurant and use the GRB Marks, the General GR Materials, and the
3 Intellectual Property while refusing to pay the License Fee to GRB. It also continues to operate the
4 Restaurant with Ramsay using the GRB Marks, the General GR Materials, and the Intellectual
5 Property.

6 In fact, on January 31, 2017, PH and Ramsay disclosed to Seibel for the first time that by
7 March 31, 2017, they intend to rebrand the Restaurant (hereinafter, the "Rebranded Restaurant") and
8 continue operating the Rebranded Restaurant without GRB or Seibel. In clear breach of the
9 Development Agreement, PH and Ramsay intend to use the GRB Marks, the General GR Materials,
10 and the Intellectual Property, including but not limited to the Restaurant's menu items and recipes, for
11 the Rebranded Restaurant. In fact, as shown by trademark applications recently Ramsay had
12 submitted to the USPTO, PH and Ramsay merely intend to change the name of the Restaurant from
13 "BURGR Gordon Ramsay" to "Gordon Ramsay Burger." Ironically, while PH and Ramsay
14 undoubtedly will claim in their opposition that the Rebranded Restaurant will be entirely different
15 from the Restaurant, the USPTO rejected Ramsay's trademark applications because "Gordon Ramsay
16 Burger" is too similar to "BURGR Gordon Ramsay."

17 Under the Development Agreement, PH cannot simply terminate the Development Agreement
18 and then operate essentially the exact same restaurant with Ramsay using the rights belonging to
19 GRB, the licensed name, and the same concept, menus, recipes and design. In addition, the
20 Development Agreement expressly precludes PH from operating another restaurant in the same
21 premises that uses the "Restaurant's food and beverage menus or recipes developed by GRB and/or
22 Gordon Ramsay or use any of the GRB Marks of General GR Materials." Yet, that is exactly what
23 PH is doing. PH's conduct left GRB with no choice but to file this instant lawsuit.

24 Plaintiff seeks to enjoin PH until after trial from terminating the Development Agreement, or
25 alternatively, from operating the Restaurant and the Rebranded Restaurant and from using the GRB
Marks, the General GR Materials, and the Intellectual Property. In its Complaint, Plaintiff has
asserted claims for (i) breach of contract; (ii) breach of the implied covenant; (iii) unjust enrichment;
and (iv) civil conspiracy. Plaintiff also requests (a) specific performance; (b) declaratory relief

1 concerning the validity of the alleged termination of the Development Agreement; (c) declaratory
2 relief concerning the parties' rights and obligations under the Development Agreement; and (d) a
3 restraining order or an injunction.

4 As demonstrated herein, Plaintiff has a reasonable probability of succeeding on one or more
5 of these claims because PH (i) undeniably is in breach of the Development Agreement; (ii) has acted
6 arbitrarily, capriciously, and in bad faith during the course of its business relationship with Plaintiff;
7 and (iii) has been unjustly enriched through its retention of the License Fee and the GRB Marks, the
8 General GR Materials, and the Intellectual Property. Injunctive relief is proper in this case because
9 the parties have already stipulated that in the event such a dispute arises, that injunctive relief is
10 appropriate.

11 As stated above, in the Development Agreement, PH expressly stipulated that in the event of a
12 breach, GRB would not have an adequate legal remedy, could not be made whole through monetary
13 damages, and would not be required to post a bond for an injunction. The balance of potential
14 hardships strongly favors Plaintiff because without injunctive relief it suffers the following harm: (i)
15 the GRB Marks, the General GR Materials, and the Intellectual Property are being used in an
16 infringing manner; (ii) its very existence has been threatened by PH's conduct because the Restaurant
17 is its sole source of income and GRUS has started a judicial proceeding pending in Delaware to
18 dissolve GRB based entirely on PH's purported termination; and (iii) it has not been compensated for
19 PH's ongoing use of the GRB Marks, the General GR Materials, and the Intellectual Property. On
20 the other hand, an injunction creates little or no hardship for PH because if termination is enjoined
21 nothing will change – the Restaurant will continue to operate – except that PH will have to pay the
22 required License Fees to GRB. Alternatively, if the Court required the Restaurant to close, PH still
23 would have eleven other restaurants at which its hotel and casino guests can dine.

24 Public interest also favors injunctive relief because (i) the public has a strong interest in
25 enforcing contracts; and (ii) the public has a strong interest in prohibiting the misappropriation of
GRB's proprietary GR Materials and GRB Marks. For these reasons, this Court should temporarily
enjoin PH and its affiliates from using the GRB Marks, the General GR Materials, and the Intellectual
Property.

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1 ineffective because in 2013, PHW Las Vegas had previously assigned the Development Agreement to
2 PH. Following that assignment, neither PHW Las Vegas nor PHWM had rights under the
3 Development Agreement and did not have any right to terminate the Agreement. In addition, as set
4 forth below, the purported termination violated the implied covenant of good faith and fair dealing
5 and was thereby invalid. For those reasons, the Development Agreement was not validly terminated
6 and remains in full force and effect.

7 **B. This Court Should Enjoin PH Until After Trial from Terminating the Development**
8 **Agreement or, Alternatively, from Operating the Restaurant and the Rebranded**
9 **Restaurant and Using the GRB Marks, the General GR Materials, and the**
10 **Intellectual Property.**

11 As its primary request for relief, GRB respectfully requests an Order enjoining PH from
12 terminating the Development Agreement until after trial. As demonstrated below, GRB likely will
13 succeed on the merits of its claims against PH. GRB has satisfied the irreparable harm prong because
14 the parties contractually stipulated to the existence of irreparable harm, and PH's conduct threatens
15 GRB's very existence. As for the latter point, if PH were enjoined from terminating the Development
16 Agreement until after trial and were required to pay the License Fee to GRB during that time, then
17 those facts would weigh heavily against GRUS's proceeding pending in Delaware to dissolve GRB.
18 Injunctive relief would not harm PH because the current status quo would remain the same until after
19 trial – *i.e.*, PH would continue operating the Restaurant and using the GRB Marks, the General GR
20 Materials, and the Intellectual Property while paying the License Fee to GRB.

21 For the very same reasons, this Court could alternatively enjoin PH until after trial from
22 operating the Restaurant and the Rebranded Restaurant and using the GRB Marks, the General GR
23 Materials, and the Intellectual Property.

24 **1. GRB Will Succeed on the Merits of Its Claims.**

25 To obtain injunctive relief, a plaintiff must demonstrate a likelihood of success on at least one
claim. A likelihood of success simply means a reasonable probability of success. As demonstrated
below, Plaintiff has far more than a reasonable probability of success.

a. The Request for Declaratory Relief that the Contract Has Not Been Terminated.

In its Complaint, Plaintiff seeks a declaration that the Development Agreement was not

1 validly terminated. For the aforementioned reasons, Plaintiff has a reasonable probability of success
2 because the Development Agreement was purportedly terminated by the wrong party.

3 In addition, the purported termination violates the implied covenant of good faith and fair
4 dealing. "Nevada law recognizes the existence of an implied covenant of good faith and fair dealing
5 in every contract." The implied covenant was breached in a number of ways.

6 *First*, the implied covenant is breached when a party fails to perform discretionary powers in
7 good faith. In this case, Paragraph 11.2 of the Development Agreement permitted PH to terminate the
8 contract if it were to determine that GRB's relationship with an unsuitable person is not curable.
9 PH's termination based on 11.2 was in bad faith for a number of reasons:

- 10 • PH and Ramsay had already been conspiring to force Seibel out of the Restaurant, as
11 part of a larger scheme to force Seibel out of all the restaurants the parties had
12 together, including Gordon Ramsay Pub & Grill restaurants in Las Vegas and Atlantic
13 City, without paying any consideration to Seibel.
- 14 • In June 2015, Caesars Entertainment Operating Company, Inc. attempted to reject in a
15 bankruptcy proceeding an agreement relating to the development and operation of the
16 Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas, Nevada.
- 17 • In late 2015 and early 2016, PH and Ramsay began discussing a scheme by which they
18 would open new burger-centric/burger-themed restaurants together without Seibel.
- 19 • Furthermore, in furtherance of their scheme, PH and Ramsay had agreed in April 2016
20 to pay Ramsay directly 50% the license fees instead of paying all license fees to GRB
21 as required under the Development Agreement.
- 22 • In July 2016, Caesars filed pleadings in case no. 15-01145 in the United States
23 Bankruptcy Court for the Northern District of Illinois, Eastern Division, indicating that
24 Caesars would formally reject the operating and license agreement for the Serendipity
25 restaurant in Las Vegas, Nevada. Not surprisingly, Seibel learned from press reports
that the new restaurant in the same space will be a Gordon Ramsay restaurant.
- PH and Ramsay conspired to reject Seibel's proposed transfer of his interest in GRB
without any basis to do so. Had they permitted the transfer, they would have had no

1 basis to terminate under 11.2.

- 2 • When it deemed Seibel “unsuitable”, PH did not in good faith anticipate that it or its
3 affiliates would be subject to disciplinary actions relating to its gaming or alcohol
4 licenses; had Seibel nor GRB has been found to be an “unsuitable person” by the
5 Nevada Gaming Control Board; PH had not been sanctioned, fined, reprimanded by
6 the Nevada Gaming Control Board, or any other Nevada Gaming Authority, as a result
7 of Seibel’s association with GRB.
- 8 • PH failed, however, to provide GRB with a reasonable, fair, and good faith
9 opportunity to cure its relationship with Seibel. Rather, it demanded that GRB
10 disassociate from Seibel in a mere ten business days and then refused to communicate
11 with Seibel’s counsel during that time frame concerning his efforts to disassociate.

12 **Second**, the implied covenant “prohibits arbitrary or unfair acts by one party that work to the
13 disadvantage of the other.” PH has acted arbitrarily by promoting and continually doing business,
14 directly or indirectly, with certain persons who are known criminals with long histories of arrests and
15 convictions, including but not limited to the rapper Clifford Joseph Harris Jr., better known as “T.I.”
16 Caesars and other affiliates of PH also have a long history of contracting with and promoting
17 professional boxers and boxing promoters who had extensive arrest and criminal conviction records
18 to financially gain not just from the boxing matches but also from the additional activity such
19 matches would attract to their casinos. Caesars and other affiliates of PH also have a long history of
20 continuing to do business with persons to operate restaurants or clubs in spite of indictments and/or
21 felony convictions of such parties without any disciplinary action to Caesars or PH.

22 In fact, PH is a joint venture between Caesars Acquisition Company and Caesars
23 Entertainment Corporation. The certificate of incorporation for Caesars Entertainment Corporation
24 expressly allows the company to redeem the stock of unsuitable persons:

25 The Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an
Unsuitable Person shall be redeemable by the Corporation or the applicable Affiliated
Company, out of funds legally available therefor, as directed by a Gaming Authority and, if
not so directed, as and to the extent deemed necessary or advisable by the Board of
Directors, in which event the Corporation shall deliver a Redemption Notice to the
Unsuitable Person or its Affiliate and shall redeem or purchase or cause one or more
Affiliated Companies to purchase the Securities on the Redemption Date and for the

Redemption Price set forth in the Redemption Notice.

Since Caesar's own certificate of incorporation provides for paying funds to unsuitable persons, PH cannot reasonably claim it is prohibited from paying GRB the License Fee. PH has no legitimate justification or excuse for having failed to pay the License Fee to GRB. For these reasons, Plaintiff has a reasonable probability of success that the Development Agreement was not terminated.

b. The Breach of Contract Claim.

In Nevada, "[t]o prove a breach of contract, the plaintiff must show an existing valid agreement with the defendant, the defendant's material breach, and damages." PH breached the Development Agreement in four ways. ***First***, although Plaintiff contends that the termination was invalid, upon its purported termination, the Development Agreement obligates PH to cease operating the Restaurant and using the GRB Marks, the General GR Materials, and the Intellectual Property. PH continues, however, to operate the Restaurant and use the GRB Marks, the General GR Materials, and the Intellectual Property. While PH *may* continue to operate the Restaurant after termination, it may only do so for a limited period of time and only if it continues to pay the License Fee to GRB for as long as it continues to operate the Restaurant. PH has failed to pay the License Fee to GRB for the period of time it has operated the Restaurant and used the GRB Marks, the General GR Materials, and the Intellectual Property.

Second, the Development Agreement obligated PH to pay the License Fee to GRB. The Development Agreement does not give GRUS, Ramsay, or an affiliate of Ramsay any right to receive the License Fee. Around April 2016, PH colluded with Ramsay to begin paying part of the License Fee to Ramsay or an affiliate and, after termination, has continued to pay the License Fee due to GRB to Ramsay.

Third, upon its purported termination of the Development Agreement, PH is also obligated to terminate its relationship with Ramsay with regard to the Restaurant. To date, PH has not terminated its relationship with Ramsay and, in fact, has continued to divert monies owed to GRB and given them to Ramsay or an entity that he controls. According to PH, the Development Agreement was purportedly terminated under ¶ 4.2.5. That paragraph allowed PH to terminate the agreement under ¶ 11.2, which obligated PH to terminate its business relationship with Ramsay. Following the

1 purported termination of the Development Agreement under ¶ 11.2, PH continues to do business with
2 Ramsay and to operate the Restaurant with him.

3 **Fourth**, by continuing to use the trademark BURGR and the BURGR Gordon Ramsay name
4 without paying GRB for it, PH is infringing on GRB's intellectual property.

5 **Fifth**, PH and Ramsay are planning to open another similar restaurant, the Rebranded
6 Restaurant, without entering into an agreement with GRB, as PH is required to do under ¶14.21 of the
7 Development Agreement. For these reasons, Plaintiff has more than a reasonable probability of
8 success on its breach of contract claim.

9 **c. The Implied Covenant Claim.**

10 **First**, the implied covenant is breached when a party unduly delays performance or payment.
11 In *Morris v. Bank of Am. Nevada*, the Nevada Supreme Court said the plaintiff stated a cognizable
12 claim for breach of the implied covenant when he alleged a "[b]ank delayed and denied payments that
13 the [b]ank was clearly obliged to make, while it tried to coerce additional security out of [the
14 plaintiff]." As previously explained, PH is contractually obligated to pay GRB the License Fee for
15 the period of time it has operated the Restaurant and used the GRB Marks, the General GR Materials,
16 and the Intellectual Property. By refusing to pay the License Fee, PH has breached the implied
17 covenant of good faith and fair dealing that it owes to GRB. The fact that PH has diverted some of
18 the license fee to a third party, Ramsay or his affiliate, further evidences that PH is in breach of the
19 implied covenant because it clearly seeks to favor a third party while breaching its contractual
20 obligations to GRB.

21 **Second**, the implied covenant is breached "[w]hen one party performs a contract in a manner
22 that is unfaithful to the purpose of the contract and the justified expectations of the other party are
23 thus denied" As previously explained, based upon the plain, clear, and unambiguous terms of
24 the Development Agreement, GRB justifiably expected that either (i) upon termination of the
25 agreement, PH would cease operating the Restaurant, using the GRB Marks, the General GR
Materials, and the Intellectual Property, and doing business with Ramsay; or (ii) PH would operate
the Restaurant for the limited time allowed for in the Development Agreement but would continue to
pay the License Fee to GRB for the period of time it has operated the Restaurant and used the GRB

1 Marks, the General GR Materials, and the Intellectual Property. GRB further justifiably expected that
2 at all times License Fees were due that PH would pay the License Fee in its entirety to GRB, not to
3 Ramsay or an affiliate. PH unfaithfully performed the Development Agreement, thereby frustrating
4 these justified expectations. For each of these reasons, Plaintiff will prevail on its implied covenant
5 claim.

6 **d. *The Request for Specific Performance.***

7 The Complaint contains a request for an order compelling PH to pay the License Fee to GRB.
8 Under Nevada law, “Specific performance is available when [i] the terms of the contract are definite
9 and certain, [ii] the remedy at law is inadequate, [iii] the plaintiff has tendered performance, and [iv]
10 the court is willing to order it.” In plain, clear, unambiguous, definitive, and certain language, the
11 Development Agreement requires PH to pay the License Fee to GRB while the Restaurant continues
12 to operate after the termination of the Development Agreement. (See Development Agreement at ¶
13 4.3.2(a).) Though it continues to operate the Restaurant following the alleged termination of the
14 Development Agreement, PH refuses to pay the License Fee to GRB. PH claims it is withholding the
15 License Fee due to alleged suitability concerns related to Seibel, but the Development Agreement
16 does not contain any provisions allowing PH to withhold the License Fee for any such reason. GRB
17 has no other way than a Court-order to obtain the License Fee. Accordingly, Plaintiff likely will
18 prevail on its request for specific performance.

19 **e. *The Unjust Enrichment Claim.***

20 In Nevada, unjust enrichment occurs when the defendant receives, retains, and appreciates a
21 benefit, money, or property from another in violation of notions of justice, equity, and good
22 conscience. As previously explained, PH is in possession of License Fees due and owing to Plaintiff.
23 Moreover, PH is presently using the GRB Marks, the General GR Materials, and the Intellectual
24 Property for the operation of the Restaurant without any right to do so, and generating profits for
25 itself. For these reasons, Plaintiff will prevail on its unjust enrichment claim.

f. *The Request for Declaratory Relief re: the Contractual Rights and Obligations.*

In its Complaint, Plaintiff seeks a declaration that PH must (i) cease using the GRB Marks,

1 the General GR Materials, and the Intellectual Property, and cease operating the Restaurant following
2 the termination of the Development Agreement; (ii) pay the License Fee to GRB, and not to any third
3 parties, for the period of time it has operated the Restaurant and used the GRB Marks, the General
4 GR Materials, and the Intellectual Property; and (iii) provide GRB with a reasonable and good faith
5 opportunity to cure its purported association or affiliation with any unsuitable persons. As previously
6 explained in relation to Plaintiff's breach of contract and implied covenant claims, the plain, clear,
7 and ordinary language of the Development Agreement entitles Plaintiff to seek such a declaration.
8 Plaintiff therefore will prevail on its declaratory relief claim.

9 ***g. The Request for an Injunction / Restraining Order.***

10 PH's wrongful attempt to terminate the Development Agreement plainly causes irreparable
11 harm to GRB. The Restaurant at PH is GRB's only restaurant, and its closure could result in the
12 termination of all GRB's business. The purported termination is the basis for GRUS's dissolution
13 proceeding in Delaware.³ As addressed further herein, actions that would put a company out of
14 business cause irreparable harm.

15 The Development Agreement permits GRB to seek an injunction following a breach of Article
16 6. In Article 6, GRB agreed to license the GRB Marks, the General GR Materials, and the
17 Intellectual Property to PH in exchange for the payment of the License Fee. PH also contractually
18 acknowledged in Article 6 that it has no ownership interest in the GRB Marks, the General GR
19 Materials, and the Intellectual Property. PH has breached Article 6 by refusing to pay the License
20 Fee to GRB and wrongfully retaining and using the GRB Marks, the General GR Materials, and the
21 Intellectual Property. PH's breach of Article 6 of the Development Agreement entitles GRB to seek
22 an injunction prohibiting PH and its affiliates from using the GRB Marks, the General GR Materials,
23 and the Intellectual Property. The injunctive relief provision in ¶ 14.10.2 references the covenants in
24 Article 6 of the Development Agreement.

25 Additionally, under Section 4.3.2(e) of the Development Agreement, even after termination
PH is prohibited from operating a restaurant in the same premises that uses the GRB Marks, the

³ Ex. 18, Dissolution Compl.

1 General GR Materials, and the Intellectual Property. PH is also prohibited from opening another
2 similar restaurant, such as the Rebranded Restaurant, without entering into an agreement with GRB
3 under Section 14.21 of the Development Agreement. GRB therefore is entitled to an injunction
4 prohibiting PH from continuing to operate the Restaurant or a similar restaurant in the restaurant
5 premises.

6 In addition to PH's blatant breaches of the Development Agreement and the fact the parties
7 stipulated to the injunctive relief in the Development Agreement, Plaintiff has also satisfied all of the
8 elements for injunctive relief. Plaintiff therefore will prevail on its claim for injunctive relief.

9 **h. *The Request for an Accounting.***

10 The Development Agreement allows GRB to request and conduct an audit concerning the
11 monies owed under the agreement. At all relevant times, GRB has entrusted and relied upon PH to
12 maintain accurate and complete records and to compute the amount of monies due under the
13 Development Agreement. Without an accounting, GRB would be unable to verify independently the
14 accuracy of any prior payments of the License Fee and the amount of the License Fee owed based
15 upon PH's ongoing use of the GRB Marks, the General GR Materials, and the Intellectual Property
and operation of the Restaurant. For these reasons, Plaintiff will prevail on its accounting claim.

16 **i. *The Conspiracy Claim.***

17 In Nevada, "[a]n actionable civil conspiracy 'consists of a combination of two or more
18 persons who, by some concerted action, intend to accomplish an unlawful objective for the purpose of
19 harming another, and damage results from the act or acts.'" "[A] plaintiff must provide evidence of
20 an explicit or tacit agreement between the alleged conspirators." In its eighth cause of action, GRB
21 alleges Ramsay and PH conspired to breach the Development Agreement and oust GRB and Seibel
22 from the Restaurant. GRB likely will succeed on this claim.

23 In late 2015 and early 2016, PH and Ramsay began planning to open new burger-
24 centric/burger-themed restaurants together without Seibel. Seibel objected to these efforts, thereby
25 causing PH and Ramsay to begin their plans to oust GRB and Seibel from the Restaurant.
Subsequently, Seibel attempted to dissociate from GRB by transferring his membership interest to
The Seibel Family 2016 Trust and appointing Craig Green as a replacement manager, but in a letter

1 sent through GRUS on April 13, 2016, Ramsay rejected Seibel's attempt to dissociate from GRB. It
2 is important to note that at that time, neither Ramsay nor PH was aware of the investigation that
3 resulted in the conviction against Seibel. Ramsay therefore cannot use the investigation or conviction
4 as a feigned excuse for that rejection.

5 Moreover, while simultaneously blocking Seibel's effort to disassociate from GRB, Ramsay,
6 through GRUS, disingenuously demanded that Seibel disassociate from GRB. Given Ramsay's
7 simultaneous efforts to block Seibel from dissociating from GRB, this demand was a facade made in
8 bad faith for the sole purpose of furthering Ramsay and PH's conspiracy to oust GRB and Seibel
9 from the Restaurant. In other words, Ramsay made these demands for Seibel to dissociate from GRB
10 solely to create a paper trail that would later be used in a fabricated effort to justify Ramsay and PH's
11 plan to oust GRB and Seibel from the Restaurant.

12 Thereafter, in a letter sent on September 15, 2016, Ramsay and GRUS falsely told PHW Las
13 Vegas that Seibel is an unsuitable person and his affiliation with GRB and the Restaurant could not
14 be cured. Specifically, Ramsay and GRUS claimed the transfer of Seibel's interest in GRB to The
15 Seibel Family 2016 Trust would "not definitively terminate any direct or indirect involvement or
16 influence in [GRB] by Mr. Seibel." Ramsay and GRUS further claimed the assignment "provide[d]
17 no method by which [PHW Las Vegas] or a gaming regulatory agency could be confident that Mr.
18 Seibel did not retain the ability, through a family member or a retained attorney, to be involved with,
19 or profit from, a continuing business relationship with [PHW Las Vegas] under the [GRB]
20 Agreement." These assertions were false because as Ramsay and PH were informed through legal
21 counsel, Seibel neither would have had any direct or indirect involvement or influence over The
22 Seibel Family 2016 Trust nor would have retain any ability, directly or indirectly, to be involved with
or profit from a continuing business relationship.⁴

23 Ramsay also went as far as to request in writing that PH also reject Seibel's attempt to
24 dissociate from GRB. PH quickly granted Ramsay his wish by rejecting the potential transfers. PH

25
⁴ Ex. 19, Sept. 16, 2016 Letter from B. Ziegler to M. Clayton ("[I]n creating the trust document, great care was taken to ensure that the trust would never have an unpermitted association with an Unsuitable Person . . .").

1 did so without ever requesting the documents it would have needed to have genuinely evaluated the
2 proposed transfer. It also failed and refused to communicate with Seibel's counsel concerning the
3 issue. As a result of these events, GRB is no longer receiving the License Fee. Based upon this
4 evidence, GRB likely will prevail on its claim that Ramsay and PH engaged in a civil conspiracy to
5 oust GRB and Seibel from the Restaurant to increase their profits.

6 **2. *The Irreparable Harm Prong Has Been Satisfied.***

7 A party seeking an injunction must demonstrate that without injunctive relief, irreparable
8 harm is likely. Plaintiff has satisfied the irreparable harm prong for three reasons. *First*, in ¶ 14.10.2
9 of the Development Agreement, PH waived any right to argue monetary damages would make GRB
10 whole or that GRB has an adequate legal remedy. Nevada has a strong public policy favoring the
11 freedom of parties to contract as they so choose. Plaintiff is entitled to injunctive relief based upon
12 the parties' contractual provision stipulating to the existence of irreparable harm

13 *Second*, PH's conduct threatens the very existence of GRB because GRB's other member,
14 GRUS, seeks to dissolve GRB on the based solely on PH purported termination of the Development
15 Agreement. The Ninth Circuit has said "[t]he threat of being driven out of business is sufficient to
16 establish irreparable harm." As aforementioned, GRB's equal members are Seibel and GRUS. On
17 October 13, 2016, GRUS filed a complaint in Delaware to dissolve GRB (hereinafter, the
18 "Dissolution Complaint"). GRUS alleges GRB's sole business purpose and source of income was to
19 license the GRB Marks, the General GR Materials, and the Intellectual Property under the
20 Development Agreement. It claims a judicial dissolution is necessary following PH's termination of
the Development Agreement and refusal to pay the License Fee to GRB.

21 Delaware law permits the Delaware Chancery Court to "decree dissolution of a limited
22 liability company whenever it is not reasonably practicable to carry on the business in conformity
23 with a limited liability company agreement." This law is intended to provide "an avenue of relief
24 when an LLC cannot continue to function in accordance with its chartering agreement." "In
25 determining whether it is reasonably practicable to carry on the business of the LLC, the [Delaware
Chancery] Court must look to the purpose clause set forth in the [LLC's] governing agreements. . . ."

GRB's limited liability company agreement (hereinafter, the "GRB Operating Agreement")

1 authorizes GRB to conduct any lawful business activity. Though not articulated with great clarity,
2 one of GRUS's theories as to why GRB purportedly cannot carry on its business purpose under the
3 GRB Operating Agreement essentially is that GRB's sole income-generating assets – *i.e.*, the GRB
4 Marks, the General GR Materials, and the Intellectual Property – is no longer generating income for
5 GRB due to PH's purported termination of the Development Agreement. If this Court were to enjoin
6 PH from terminating the Development Agreement until after trial and require PH to pay the License
7 Fee to GRB during that time period (as PH is so obligated under the Development Agreement), then
8 GRB's sole assets – *i.e.*, the GRB Marks, the General GR Materials, and the Intellectual Property –
9 would generate income. Alternatively, if this Court were to enjoin PH from using the GRB Marks,
10 the General GR Materials, and the Intellectual Property, then GRB's income-generating asset would
11 be returned to it. Because the GRB Operating Agreement allows GRB to conduct any lawful
12 business activity, GRB is entitled to continue operating for the purpose of being a holding company
13 for the GRB Marks, the General GR Materials, and the Intellectual Property. For these reasons,
14 injunctive relief would protect GRB from the threat of being dissolved, which would be an
15 irreparable harm.

16 ***Third***, as the exclusive owner of the GRB Marks, the General GR Materials, and the
17 Intellectual Property, GRB has the right to control the use of the GRB Marks, the General GR
18 Materials, and the Intellectual Property. Presently, GRB has no ability to control how PH is using the
19 GRB Marks, the General GR Materials, and the Intellectual Property. If PH were to misuse the GRB
20 Marks, the General GR Materials, and the Intellectual Property, then such misuse could irreparably
21 harm the material's reputation, brand name, and goodwill. For each of these three reasons, Plaintiff
22 has satisfied the irreparable harm prong.

23 **3. *The Potential Hardships and the Public's Interests Favor an Injunction.***

24 Both a balancing of potential hardships and the public's interests strongly favor injunctive
25 relief. The balance of potential hardships strongly favors Plaintiff. If this Court were to enjoin PH
from terminating the Development Agreement, then PH would not suffer any harm because the
current status quo would remain unchanged – *i.e.*, until after trial, PH would continue operating the
Restaurant and using the GRB Marks, the General GR Materials, and the Intellectual Property while

1 paying the License Fee to GRB.

2 Alternatively, if this Court were to enjoin PH from operating the Restaurant and using the
3 GRB Marks, the General GR Materials, and the Intellectual Property until after trial, then PH still
4 would not suffer any harm because it has at least eleven other restaurants besides the Restaurant at
5 which its hotel and casino guests can dine. If the Restaurant were closed, then those guests likely
6 would choose to dine at one of these other restaurants, thereby minimizing the economic harm, if any,
7 to PH from an injunction. In contrast, PH is infringing upon the GRB Marks, the General GR
8 Materials, and the Intellectual Property and Plaintiff's intellectual property, and Plaintiff does not
9 have the ability to control PH's use of the same. Furthermore, as previously explained, PH's conduct
10 threatens the very existence of GRB and alone favors an injunction.

11 As for the public's interests, it is not in the public's interest for a party to be allowed to breach
12 its contractual obligations. As previously explained, PH is brazenly violating its clear and
13 unambiguous contractual obligations. Furthermore, there is a strong public interest in protecting
14 misappropriation of proprietary rights and protecting trademarks from infringement. PH is presently
15 using the GRB Marks, the General GR Materials, and the Intellectual Property by continuing to
16 operate the Restaurant without GRB's permission or approval. For these reasons, the potential
17 hardships and the public's interests favor injunctive relief.

18 **4. The Parties Stipulated that No Security Bond is Required.**

19 NEV. R. CIV. P. 65(c) states, "No restraining order or preliminary injunction shall issue except
20 upon the giving of security by the applicant" "The expressed purpose of posting a security bond
21 is to protect a party from damages incurred as a result of a wrongful injunction" Plaintiff
22 recognizes that in Nevada, "[i]t is the rule [of] this state that under the mandatory provisions of the
23 statute the requirement for the filing of a bond is essential to the validity of an injunction." This
24 Court, however, should not require any security for two reasons.

25 **First**, in ¶ 14.10.2 of the Development Agreement, PH waived any need for GRB to post
security to obtain injunctive relief. Plaintiff is unaware of any Nevada state cases addressing a
written waiver of NEV. R. CIV. P. 65(c), but many cases within the Ninth Circuit have allowed a
written waiver to excuse a movant from having to post securities under Rule 65(c). Because federal

1 jurisprudence construing FED. R. CIV. P. 65 is strong persuasive authority in Nevada, the Nevada
2 Supreme Court likely would follow these cases.

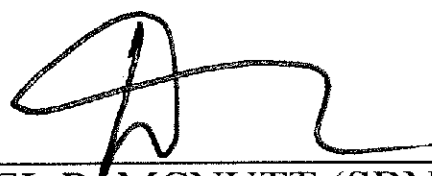
3 *Second*, in the Ninth Circuit “[t]he district court may dispense with the filing of a bond [under
4 FED. R. CIV. P. 65(c)] when it concludes there is no realistic likelihood of harm to the defendant from
5 enjoining his or her conduct.” It should be noted that when the Nevada Supreme Court said in 1965
6 in *Brunzell* that a bond is mandatory under Rule 65(c), it cited to Ninth Circuit precedent as it existed
7 at that time for support. Because Ninth Circuit precedent no longer supports *Brunzell*, the Nevada
8 Supreme Court likely would no longer follow it. As previously explained, there is no realistic
9 likelihood of harm to PH because it has eleven other restaurants for its guests. Accordingly, this
10 Court should grant the injunctive relief with no requirement that Plaintiff post a security bond.

11 IV. CONCLUSION.

12 Based on the undisputed fact that the Parties have contractually stipulated to injunctive relief
13 and because the Plaintiff has separately demonstrated that injunctive relief is appropriate, it is
14 respectfully requested that this Court enjoin PH and its affiliates until after trial from (i) terminating
15 the Development Agreement, or alternatively, (ii) enjoining PH from using the GRB Marks, the
16 General GR Materials, and the Intellectual Property and enjoining PH from operating the Restaurant
or a similarly themed burger restaurant in the premises.

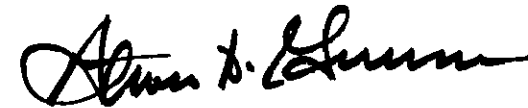
17 DATED February 28, 2017.

18 CARBAJAL & MCNUTT, LLP

19 

20 DANIEL R. MCNUTT (SBN 7815)
21 MATTHEW C. WOLF (SBN 10801)
22 625 South Eighth Street
23 Las Vegas, Nevada 89101
24 *Attorneys for Plaintiff*
25

TAB 3



CLERK OF THE COURT

APEN
DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Tel. (702) 384-1170 / Fax. (702) 384-5529
drm@cmlawnv.com
mcw@cmlawnv.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

ROWEN SEIBEL, an individual and citizen of
New York, derivatively on behalf of Real Party
in Interest GR BURGR LLC, a Delaware
limited liability company,

Plaintiff,

v.

PHWLTV, LLC, a Nevada limited liability
company; GORDON RAMSAY, an individual;
DOES I through X; ROE CORPORATIONS I
through X,

Defendants,

and

GR BURGR LLC, a Delaware limited liability
company,

Nominal Plaintiff.

Case No.: A-17-751759-B

Dept. No.: 15

**APPENDIX OF EXHIBITS IN SUPPORT
OF MOTION FOR PRELIMINARY
INJUNCTION**

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DATED March 6, 2017.

CARBAJAL & MCNUTT, LLP

/s/ Dan McNutt

DANIEL R. MCNUTT (SBN 7815)
MATTHEW C. WOLF (SBN 10801)
625 South Eighth Street
Las Vegas, Nevada 89101
Attorneys for Plaintiff

Exhibit 1

DEVELOPMENT, OPERATION AND LICENSE AGREEMENT

AMONG

GORDON RAMSAY,

GR BURGR, LLC

AND

PHW MANAGER, LLC ON BEHALF OF PHW LAS VEGAS, LLC

DBA PLANET HOLLYWOOD

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Exhibit A – Restaurant Premises

Exhibit B – GRB Marks

DEVELOPMENT, OPERATION AND LICENSE AGREEMENT

THIS DEVELOPMENT, OPERATION AND LICENSE AGREEMENT (the "Agreement") shall be deemed made, entered into and effective as of this 13th day of December, 2012 by and among **PHW Las Vegas, LLC dba Planet Hollywood** by its manager, **PHW Manager, LLC** having its principal place of business at 3667 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("**PH**"), **GR BURGR, LLC**, a Delaware limited liability company having a place of business located at 200 Central Park South, 19th Floor, New York, New York 10019 ("**GRB**") and to the limited extent specifically provided herein, Gordon Ramsay, an individual with an address at 1 Catherine Place London SW1E 6X United Kingdom.

RECITALS

A. PH owns or operates a hotel/casino resort complex located at 3667 Las Vegas Boulevard South, Las Vegas, Nevada 89109, currently known as Planet Hollywood ("Hotel"), which is depicted on **Exhibit A** attached to this Lease;

B. GRB has the exclusive rights to use and exploit the GRB Marks and General GR Materials and principals of GRB (i.e. Gordon Ramsay and Rowen Seibel) have certain qualifications, expertise and reputation in development and operation of first-class restaurants;

C. PH in consultation with GRB to the extent set forth herein, desires to design, develop, construct and operate a restaurant featuring primarily burger centric food and beverages known as "BURGR Gordon Ramsay" (collectively, the "Restaurant") in those certain premises within the Hotel more particularly shown on Exhibit A attached hereto (the "Restaurant Premises"); and

D. PH desires to obtain a license to use certain GRB Marks and General GR Materials from GRB and to retain GRB, Gordon Ramsay and/or his team to perform certain services and fulfill certain obligations with respect to consultation concerning the design, development, construction and operation of the Restaurant, and GRB desires to grant a license to use certain GRB Marks and General GR Materials to PH and GRB and Gordon Ramsay desires to be retained by PH to perform (and/or cause his team to perform) such services and fulfill such obligations, and the parties desire to enter into this Agreement to set forth their respective rights and obligations with respect thereto, all as more particularly set forth herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and further agree as follows:

1. DEFINITIONS

As used herein, the following terms have the meanings set forth or referenced below. Other terms may be defined in other Articles and Sections of this Agreement.

"Additional GR Restaurant Visits" has the meaning set forth in Section 7.2.

"Affiliate" means, with respect to a specified Person, any other Person who or which is directly or indirectly controlling, controlled by or under common control with the specified Person, or any member, stockholder or comparable principal of, the specified Person or such other Person. For purposes of this definition, "control", "controlling", "controlled" mean the right to exercise, directly or indirectly, at least

five percent (5%) of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person. Notwithstanding the foregoing, with respect to PH, the term "Affiliate" shall only include PHW Manager, LLC and PH's Parent and its direct and indirect controlled subsidiaries and shall not include any shareholder or director of PH's Parent or any Affiliate of any such shareholder or director of PH's Parent other than an Affiliate that is PH's Parent or its direct or indirect controlled subsidiaries. Additionally, Gordon Ramsay and Rowen Seibel shall not be deemed Affiliates of one another.

"Arbitration Support Action" has the meaning set forth in Section 14.10.3.

"Competing Concepts" has the meaning set forth in Section 2.3.1.

"Confidential Information" means, as to a party, information about that party and its Affiliates, including information such as business plans, strategies, costing information, prospects and locations, that (i) is furnished by or on behalf of the party to a Recipient or its Representatives, or (ii) otherwise becomes known to a Recipient or its Representatives as a result of the transactions contemplated hereby; provided, that, "Confidential Information" shall not include any information which the Recipient can clearly show (a) is or has become openly known to the public through no fault of the Recipient or its Representatives, (b) was lawfully obtained by the Recipient from a source other than the disclosing party or its Representatives, who the Recipient reasonably believes (after due inquiry) is not subject to any obligation of confidentiality or restriction on use or disclosure to the disclosing party or its Affiliates or any other Person or (c) was developed independently by the Recipient or its Affiliates.

"Dispute" has the meaning set forth in Section 13.1.

"Dispute Notice" has the meaning set forth in Section 13.1.

"Early Termination Payment" means an amount equal to fifty percent (50%) of the amount paid or payable to GRB pursuant to Section 8.1 for the six (6) complete months ended at the end of the calendar month immediately prior to the effective date of termination of this Agreement.

"Effective Date" means the later of the date of this Agreement and the date on which PH determines, in its sole discretion, that none of the GR Associates is an Unsuitable Person.

"Exchange Act" has the meaning set forth the definition of GR Change of Control.

"Exclusivity Provisions" has the meaning set forth in Section 2.3.1.

"Excusable Delay" has the meaning set forth in Section 12.3.

"Existing Restaurants" has the meaning set forth in Section 2.4.3.

"Fiscal Year" means (a) for the first Fiscal Year the period commencing on the Opening Date and ending on December 31 of the calendar year in which the Opening Date occurs and (b) each subsequent period of twelve months commencing on January 1 and ending on December 31 of any calendar year.

"GR Associates" has the meaning set forth in Section 2.2.

"GRB Marks" means any trademark owned by GRB utilizing the "BURGR Gordon Ramsay" name or otherwise used to identify the Restaurant as set forth on Exhibit B, and ancillary design, menu, uniforms and overall BURGR Gordon Ramsay concept.

"General GR Materials" means the concept, system, menus and recipes designed for use in connection with the Restaurant that are (a) created by or for Gordon Ramsay or GRB or containing trade secrets of Gordon Ramsay or GRB as of the Effective Date and (b) as are provided from time to time by Gordon Ramsay or GRB to PH for the purposes of this Agreement.

"GR Promotional Visits" has the meaning set forth in Section 7.1.

"Gross Restaurant Sales" means all receipts or revenues of the Restaurant from all sources of any kind (subject to the limitations set forth in this Agreement), including the sale of food and beverage, door charges, and room rental fees computed on an accrual basis in accordance with generally accepted accounting principles consistently applied by PH, excluding only (i) federal, state and local excise, sales, use or rent taxes collected from customers from receipts which are included in Gross Restaurant Sales, (ii) gratuities paid to the employees of the Restaurant (or paid to PH and paid by PH to such employees) by patrons with respect to functions which generate Gross Restaurant Sales, (iii) amounts collected by PH from patrons for the account of, and for direct payment to, unrelated third parties providing services specifically for a patron's function which generate Gross Restaurant Sales, such as flowers, music and entertainment, (iv) proceeds paid as a result of an insurable loss (unless paid for the loss or interruption of business and representing payment for damage for loss of income and profits of those Restaurant operations which are intended to generate Gross Restaurant Sales), (v) proceeds of condemnation and eminent domain awards, litigation awards and settlement payments, (vi) any proceeds or other economic benefits of any borrowings or financings of PH, (vii) any proceeds or other economic benefit from any sale, exchange or other disposition of all or any part of the PH or Restaurant, including any furniture, furnishings, decorations, and equipment, or any other similar items, (viii) funds provided by PH, (ix) payments made under any warranty or guaranty and (x) any other receipts or payments that are not standard or typical in the ordinary course of operating a restaurant or that are excluded by PH in a manner consistent with the determination of gross revenues of operations of PH and its Affiliates similar to the Restaurant. Gross Restaurant Sales shall be reduced by the amount of credit card fees and over-rings, refunds and credits given, paid or returned by PH in the course of obtaining Gross Restaurant Sales. In addition to receipts from transactions occurring at the Restaurant, Gross Restaurant Sales shall include, without limitation, all receipts for food or beverages delivered from the Restaurant in satisfaction of orders therefor received away from the Restaurant and receipts for food or beverages delivered away from the Restaurant in satisfaction of orders received at the Restaurant and receipts for food or beverages delivered away from the Restaurant in satisfaction of orders received away from the Restaurant but sold, transferred or solicited with reference to the Restaurant. Notwithstanding the foregoing, Gross Restaurant Sales shall include the menu price of all food and beverages offered on a complimentary basis by PH to its customers and, unless the promotion and alternative pricing was made with the prior written consent of GRB, Gross Restaurant Sales shall include the full menu price of all food and beverages provided on a discounted basis to its customers (except that employees of PH or its Affiliates shall be entitled to a twenty (20%) percent discount off the full menu price and such twenty (20%) percent discount amount shall not be included in Gross Restaurant Sales).

"Gross Retail Sales" means all receipts or revenues of the Restaurant from the sale of merchandise computed on an accrual basis in accordance with generally accepted accounting principles consistently applied by PH, excluding only (i) federal, state and local excise, sales, use or rent taxes collected from customers from receipts which are included in Gross Retail Sales, (ii) Gross Retail Sales shall be reduced by the amount of credit card fees and over-rings, refunds and credits given, paid or returned by PH in the course of obtaining Gross Retail Sales. In addition to receipts from transactions

occurring at the Restaurant, Gross Retail Sales shall include, without limitation, all receipts for merchandise delivered from the Restaurant in satisfaction of orders therefor received away from the Restaurant and receipts for merchandise delivered away from the Restaurant in satisfaction of orders received at the Restaurant and receipts for merchandise delivered away from the Restaurant in satisfaction of orders received away from the Restaurant but sold, transferred or solicited with reference to the Restaurant. Notwithstanding the foregoing, Gross Retail Sales shall include the everyday sales price of all merchandise offered on a complimentary basis by PH to its customers and, unless the promotion was made with the prior consent of GRB, shall include the full retail price of all merchandise provided on a discounted basis to its customers (except that employees of PH or its Affiliates shall be entitled to a twenty (20%) percent discount off the full everyday sales price and such twenty (20%) percent discount amount shall not be included in Gross Retail Sales).

"Ground Lease" has the meaning set forth in Section 14.18.

"GR Restaurant Visits" has the meaning set forth in Section 7.2.

"GR US Entities" has the meaning set forth in Section 10.2.5.

"Initial Term" has the meaning set forth in Section 4.1.

"License Fee" has the meaning set forth in Section 8.1.1.

"Menu Development Services" has the meaning set forth in has the meaning set forth in Section 3.4.1.

"Mortgages" has the meaning set forth in Section 14.18.

"Nevada Courts" has the meaning set forth in Section 14.10.3.

"Opening Date" has the meaning set forth in Section 4.1.

"Operating Expenses" means, for any period, (a) the actual expenses incurred during such period in operating the Restaurant in those categories listed on the Profit and Loss Statement for the Restaurant, in each case computed on an accrual basis in accordance with generally accepted accounting principles consistently applied by PH, plus (b) the License Fee for such period, plus (c) the actual expenses incurred by PH during such period for operation of the Restaurant for variable expenses not reflected on such Profit and Loss Statement (including outside hood cleaning, EVS, utilities, accounting, warehouse, receiving and maintenance services). All credits and rebates received from sponsors and/or vendors in connection with product or services used at the venue shall be a credit against Operating Expenses.

"Permanent Damage" means any damage by fire or other casualty to the PH or Restaurant (a) where the net insurance proceeds are not sufficient to restore and repair the damaged portion of the PH or Restaurant substantially to its condition and character just prior to the occurrence of such casualty or (b) where it is not reasonably practicable to restore and repair the PH or Restaurant due to restrictions under applicable Law or for other reasons beyond PH's reasonable control within three hundred sixty five (365) days from the damage, in each case as reasonably determined by PH.

"Person" means any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability company, trust, association or other entity, including any governmental authority.

"PH Marks and Materials" has the meaning set forth in Section 6.2.

"PH's Parent" means Caesars Entertainment Corporation, a corporation organized under the laws of Delaware of the United States, and its successors and assigns.

"Project Budget" has the meaning set forth in Section 3.2.2.

"Project Costs" means, all reasonable costs and expenses incurred by PH or its Affiliates prior to the Opening Date to accomplish the effective and efficient commencement of operations at the Restaurant on the Opening Date in accordance with the Project Budget and as set forth in this Agreement, including all hard and soft construction costs, the cost of all furniture, equipment and furnishings, inventories of food and beverages and other operating supplies acquired in preparation for the opening of the Restaurant, all expenses incurred by PH or any of its Affiliates in performing pre-opening services and other pre-opening functions, including expenses of business entertainment and reimbursable expenses (but excluding salary, compensation and benefits of the employees of PH or its Affiliates) and any related taxes, the cost of recruitment and related expenses for all employees of the Restaurant and the cost of pre-opening sales, marketing, advertising, promotion and publicity for the Restaurant, including all losses, expenses and reasonable attorneys' fees arising directly or indirectly from any dispute with any third party engaged to design, develop, construct or outfit the Restaurant solely.

"Recipient" has the meaning set forth in Section 14.17.1.

"Relative" means, with respect to any Person, such Person's mother, father, spouse, brother, sister and children.

"Representatives" means, with respect to any Person, such Person's employees, agents, independent contractors, representatives and Affiliates.

"Restaurant Development Services" has the meaning set forth in Section 3.2.1.

"Restaurant Venture" has the meaning set forth in Section 2.4.1.

"Rules" has the meaning set forth in Section 13.1.

"Senior Management Employee(s)" has the meaning set forth in Section 5.2.

"Substantial Damage" means any damage, other than a Permanent Damage, by fire or other casualty to the PH or Restaurant (a) that results in more than twenty percent (20%) of the area of the PH or Restaurant, as applicable, being rendered unusable, (b) where the estimated length of time required to restore PH or Restaurant, as applicable, substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of one hundred eighty (180) days or (c) if the estimated cost of restoration and repair of the damage exceeds twenty percent (20%) of the then current replacement cost of the PH or Restaurant, as applicable, in each case as determined by PH in its reasonable discretion.

"Team Visits" has the meaning set forth in Section 7.2.

"Term" has the meaning set forth Section 4.1.

"Third-Party Claim" has the meaning set forth in Section 14.15.1.

"Training" has the meaning set forth in Section 5.1.2.

"Union Agreements" has the meaning set forth in Section 5.3.1.

"Unsuitable Person" is any Person (a) whose association with PH or its Affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by PH or any of its Affiliates under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol, (b) whose association or relationship with PH or its Affiliates could be anticipated to violate any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol to which PH or its Affiliates are subject, (c) who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of PH or its Affiliates, or (d) who is required to be licensed, registered, qualified or found suitable under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol under which PH or any of its Affiliates is licensed, registered, qualified or found suitable, and such Person is not or does not remain so licensed, registered, qualified or found suitable.

"USCIS" has the meaning set forth in Section 5.6.

2. APPOINTMENT; CONDITIONS; EXCLUSIVITY; CERTAIN RIGHTS.

2.1 Appointment. On the terms and subject to the conditions set forth in this Agreement, PH hereby appoints GRB and Gordon Ramsay and his team, and GRB and Gordon Ramsay and/or his team, as applicable, hereby agree, to perform those services and fulfill those obligations set forth herein as to be performed or fulfilled by GRB, Gordon Ramsay and/or his team, as applicable (collectively, the "Services"). In addition to the terms and conditions more particularly set forth in this Agreement, GRB and Gordon Ramsay each agrees to perform or cause to be performed the Services (a) in good faith and using sound business practice, due diligence and care, (b) using, at a minimum, the same degree of skill and attention GRB, Gordon Ramsay or their Affiliates, as the case may be, use in performing the same or similar services for its, his or their own accounts or the accounts of others (and in no event less than a reasonable degree of skill and attention), and (c) with sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in this Agreement.

2.2 Conditions to Agreement. Notwithstanding anything to the contrary contained herein, the rights and obligations of each party under this Agreement (other than the obligations under Section 2.3, 2.4 and 9.1 and Article 14), is conditioned upon (which conditions may be waived by PH in its sole and absolute discretion): (a) submission by or on behalf of Gordon Ramsay and GRB to PH of all information requested by PH regarding Gordon Ramsay, GRB, their respective Affiliates and their respective directors, officers, employees, agents, representatives and other associates (collectively, the "GR Associates") to ensure that they are not an Unsuitable Person; and (b) PH being satisfied, in its sole discretion, that no GR Associate is an Unsuitable Person.

2.3 Exclusivity.

2.3.1 (i) Each of Gordon Ramsay and GRB covenants and agrees as to himself or itself that, at all times during the Term, each of Gordon Ramsay and GRB, respectively, will not and will cause its Affiliates not to, directly or indirectly, except as contemplated by this Agreement or any other Agreement with PH or any of its Affiliates, use, or permit or license or offer or agree to permit or license any other Person to use, any GR Mark, GRB Mark or General GR Materials within Clark County, Nevada in connection with the operation of a restaurant substantially similar to the Restaurant, including any Gordon Ramsay burger centric or burger themed or similar restaurant, including a "Fat Cow Burger" (all such substantially similar restaurants, "Competing Concepts"), excluding any operation for PH or its Affiliates; and (ii) Gordon Ramsay covenants and agrees that, at all times during the Term, Gordon Ramsay will not and will cause his Affiliates not to, directly or indirectly, except as contemplated by this Agreement or any other Agreement with PH or any of its Affiliates, engage in or become affiliated or

associated with, or offer or agree to become engaged in or affiliated or associated with, any activities, business or operations involving any Competing Concept which is located within Clark County, Nevada, including as an owner, investor, operator, director, officer, manager, agent, consultant, licensor or employee of any such Competing Concept (collectively, clauses (i) and (ii), the "Exclusivity Provisions"). For purposes of clarification, nothing in the definition of Competing Concepts shall be deemed to include Gordon Ramsay's current concepts "Fat Cow" or "Hell's Kitchen", so long as such concepts do not have Gordon Ramsay's name form part of the core branding of these concepts, i.e. is not used in its name or moniker.

2.3.2 If this Agreement is terminated by PH prior to the end of the Term originally stated herein, and either Gordon Ramsay or GRB is in default or breach of this Agreement at the time of such termination, the Exclusivity Provisions shall continue for a period of eighteen (18) months following such termination.

2.3.3 Notwithstanding the foregoing, owning the securities of any company if the securities of such company are listed for trading on a national stock exchange or traded in the over-the-counter market and the combined Gordon Ramsay, GRB and their respective Affiliates' holdings therein represent less than five percent (5%) of the total number of shares or principal amount of other securities of such company outstanding shall not be deemed violative of this Section 2.3.

2.3.4 Notwithstanding the foregoing: (i) nothing in this Section 2.3 shall preclude (a) the marketing or sale of any products branded with any GRB Marks or any marketing or promotion in Clark County, Nevada of any products or services of Gordon Ramsay or GRB that are sold outside of this Agreement (and not in contravention of the Exclusivity Provisions) or (b) the marketing within Clark County, Nevada of other Gordon Ramsay or GRB (or Affiliates of either) restaurants and (ii) PH shall have no rights with respect to the sale of any products (other than any food products used in the Restaurant) branded with any GRB Marks or provision of any services under the GRB Marks, other than as specifically set forth in this Agreement.

2.4 Rights of First Refusal.

2.4.1 Gordon Ramsay covenants and agrees that, at all times during the Term, he will not and will cause his Affiliates not to, directly or indirectly, engage in or become affiliated or associated with, or offer or agree to become engaged in or affiliated or associated with, any activities, business or operations involving any restaurant or bar (including any lounge, nightclub, ultra lounge or similar operation), including as an owner, investor, operator, director, officer, manager, agent, consultant, licensor or employee of any such restaurant or bar, if such restaurant or bar is or is to be (a) located within Clark County (a "Restaurant Venture") or (b) located within a casino or other gaming facility within a twenty-five (25) mile radius of any existing or publicly announced hotel or gaming facility owned or operated (or to be owned or operated) by PH or any of its Affiliates outside of Clark County (also a "Restaurant Venture"), except after compliance with this Section 2.4.

2.4.2 Before Gordon Ramsay or any of his Affiliates engages in or becomes affiliated or associated with, or offers or agrees to become engaged in or affiliated or associated with, any Restaurant Venture, Gordon Ramsay shall provide PH with an offer (available to PH and/or its Affiliates), in writing, to participate in such Restaurant Venture, which offer shall set forth reasonable detail regarding the proposed Restaurant Venture. If PH (or its designated Affiliate) indicates in writing within fifteen (15) days after receipt of such offer its interest in considering such opportunity, Gordon Ramsay and/or his team, as applicable, shall or shall cause its applicable Affiliates to enter into exclusive discussions, negotiations and due diligence with PH (or its designated Affiliate) for the succeeding thirty (30) days to determine if mutually agreeable terms of participation in the Restaurant Venture can be

reached. During such period, Gordon Ramsay and/or his team shall or shall cause its applicable Affiliates to provide PH (or its designated Affiliate) with all reasonable supporting or other documents it may reasonably request with respect to the Restaurant Venture.

2.4.3 In addition, before Gordon Ramsay or GRB, or any of their respective Affiliates engages in or becomes affiliated or associated with, or offers or agrees to become engaged in or affiliated or associated with, any other restaurant using the GRB Marks in any location ("BURGR Gordon Ramsay Restaurant"), Gordon Ramsay and GRB shall provide PH with an offer (available to PH and/or its Affiliates), in writing, to participate in such BURGR Gordon Ramsay Restaurant, which offer shall set forth reasonable detail regarding the proposed BURGR Gordon Ramsay Restaurant. If PH (or its designated Affiliate) indicates in writing within fifteen (15) days after receipt of such offer its interest in considering such opportunity, Gordon Ramsay and/or GRB, as applicable, shall or shall cause its applicable Affiliates to enter into exclusive discussions, negotiations and due diligence with PH (or its designated Affiliate) for the succeeding thirty (30) days to determine if mutually agreeable terms of participation in the BURGR Gordon Ramsay Restaurant can be reached. During such period, Gordon Ramsay and/or GRB shall or shall cause its applicable Affiliates to provide PH (or its designated Affiliate) with all reasonable supporting or other documents it may reasonably request with respect to the BURGR Gordon Ramsay Restaurant. As used in all of Section 2.4, the word "exclusive" does not apply to the owner or operator of the facility where the Restaurant Venture or the BURGR Gordon Ramsay Restaurant is to be located or to Gordon Ramsay's or GRB's (or their respective Affiliates') investors, potential investors, investor advisors, investment bankers or the like with whom each of Gordon Ramsay or GRB (or their Affiliates) may have discussions, negotiations or be carrying out due diligence on the Restaurant Venture or the BURGR Gordon Ramsay Restaurant. In addition, Section 2.4 shall not apply to any deal that Gordon Ramsay (or his Affiliates) is licensing to a third party or any deal that GRB is licensing the GRB Marks to a third party.

2.4.4 For the avoidance of doubt, the following shall not be considered to be violative of the provisions of this Section 2.4: (i) the continued operation of Gordon Ramsay at the London West Hollywood (in Los Angeles, California), Gordon Ramsay at the London (in New York, New York), maze by Gordon Ramsay at the London (in New York, New York), Gordon Ramsay at Powerscourt (in Dublin, Ireland), Gordon Ramsay au Triannon (in Paris, France), La Veranda (in Paris, France), Gordon Ramsay at Castel Monastero (in Siena, Italy), Gordon Ramsay at Forte Village (in Sardinia, Italy), maze (in Doha, Qatar), Verre (in Deira, Dubai), Gordon Ramsay at the Conrad Tokyo (in Tokyo, Japan), Cerise (in Tokyo, Japan), Laurier Gordon Ramsay (in Montreal Canada), or maze (in Melbourne, Australia) (the "Existing Restaurants") or (ii) the opening of another location of any Existing Restaurant (i.e., with the same name, concept and menu) within a twenty-five (25) mile radius of its current location other than within a hotel, casino or similar establishment. The opening of another location of any Existing Restaurant (A) within a twenty-five (25) mile radius of its current location within a hotel, casino or similar establishment or (B) outside a twenty-five (25) mile radius of its current location shall be subject to the provisions of this Section 2.4 if it otherwise falls under the definition of "Restaurant Venture".

2.5 PH Exclusivity. PH covenants and agrees that, at all times during the Term, PH will not and will cause its Affiliates not to, directly or indirectly, except as contemplated by this Agreement or any other Agreement with Gordon Ramsay, GRB or any of their respective Affiliates open a substantially similar burger centric, burger themed, pub, gastro tavern or similar restaurant within the hotel portion of PH; provided, that this Section 2.5 shall not apply to the operation of any restaurant anywhere in the hotel portion of PH where, as of the date of this Agreement, there is a gastro pub; provided further, that such restaurant may not be redesigned, rebranded or otherwise modified to be more similar to the Restaurant than it is at the date of this Agreement. For the avoidance of doubt, this Section 2.5 shall not apply to (i) any other type of bar, café or tavern or (ii) any casino or other gaming area or any adjacent facility or structure (including the Miracle Mile Shops).

3. **RESTAURANT LOCATION, DESIGN, DEVELOPMENT AND OPERATION.**

3.1 **General.** The Restaurant shall be comprised of that approximate square footage indicated on Exhibit A attached hereto. The parties acknowledge that with the consent of the parties, the design of the Restaurant and the Restaurant Premises may change following the execution of this Agreement as a result of conditions of construction, budgetary constraints or other reasons provided that the approximate square footage and placement of the Restaurant within the Restaurant Premises as designed and constructed shall not be materially different than that which is depicted on Exhibit A. At all times during the Term and thereafter PH shall retain all right, title and interest in and to the Restaurant Premises.

3.2 **Initial Design and Construction.**

3.2.1 **Planning.** Subject to all of the terms and conditions more particularly set forth herein, PH shall, after consultation with GRB, be solely responsible for the initial design, development, construction and outfitting of the Restaurant, including all furniture, fixtures, equipment, inventory and supplies (the "Restaurant Development Services"); provided, however, that PH, after consulting with GRB and considering all reasonable recommendations from GRB, shall have final approval with respect to all aspects of same but shall at all times act reasonably. PH shall appoint an individual or individuals, who may be changed from time to time by PH, acting in its sole and absolute discretion, to act as PH' liaison with GRB in the design, development, construction and outfitting of the Restaurant. Restaurant Development Services, and meetings with respect to same, shall take place in Las Vegas, Nevada.

3.2.2 **Budgeting.** PH shall be solely responsible for all proposed budgets for the Project Costs (each, a "Project Budget"), but PH shall afford GRB the reasonable opportunity to review each such Project Budget and make reasonable recommendation on same, based on the experience of GRB, prior to PH's adoption and implementation of any such Project Budget. After giving consideration to all reasonable recommendations made by GRB regarding the Project Budget, PH shall establish, control, and amend from time to time as necessary, all in PH's sole discretion, the Project Budget for the initial design, development, construction, and outfitting of the Restaurant, except to the extent the same contain any GRB Marks.

3.2.3 **Implementation of Initial Design and Construction.** PH shall be solely responsible for hiring, retaining and authorizing the performance of services by any and all design, development, construction and other professionals engaged in the initial design, development, construction and outfitting of the Restaurant. At all times during the Term and thereafter, PH shall retain all right, title and interest in and to the furniture, fixtures, equipment, inventory, supplies and other tangible and, except as otherwise provided herein, intangible assets used or held for use in connection with the Restaurant, except to the extent the same contain any GRB Marks.

3.2.4 **Costs of Initial Design and Construction.** The current Project Budget is \$5,100,000, to be provided solely by PH (the "Initial Capital Investment").

3.3 **Subsequent Refurbishment, Redesign and Reconstruction of the Restaurant.** If, after the Opening Date, PH determines that the Restaurant requires any additional capital expenditures, PH is solely responsible for any capital expenditures.

3.4 **Menu Development.**

3.4.1 **Menu Development.** Gordon Ramsay or members of his team shall develop the initial food and beverage menus of the Restaurant, and the recipes for same, and thereafter, Gordon

Ramsay or members of his team shall revise the food and beverage menus of the Restaurant, and the recipes for same (the "Menu Development Services"). PH shall have the reasonable opportunity to review any food and beverage menus prior to their implementation and make reasonable recommendations to same based upon the proposed costs and PH's experience with the Las Vegas, Nevada fine-dining industry. After consulting with and giving full and proper consideration to all reasonable advice and reasonable recommendations from Gordon Ramsay, PH shall establish the pricing of any food and beverage menus, in its sole and absolute but reasonable discretion. Menu Development Services, and meetings with respect to same, shall take place by conference call at times and on dates mutually agreed to by GRB, Gordon Ramsay and PH.

3.4.2 Menu Standards. GRB agrees (a) to use commercially reasonable efforts to ensure that the food and beverage menus of the Restaurant, and the recipes for the same, shall be of a nature and cost that is consistent with the nature and cost menu offerings of casual up-scale restaurants in Las Vegas, Nevada and (b) the food menu of the Restaurant shall feature primarily specialty burger dishes.

3.5 General Operation of the Restaurant. Unless expressly provided herein to the contrary and subject to the terms of this Agreement, PH shall be solely responsible for:

3.5.1 managing the operations, business, finances and Employees of the Restaurant on a day-to-day basis;

3.5.2 maintaining the Restaurant;

3.5.3 developing and enforcing employment and training procedures, marketing plans, pricing policies and quality standards of the Restaurant; and

3.5.4 supervising the use of the food and beverage menus and recipes developed by Gordon Ramsay or his team pursuant to the terms of Section 3.2.

3.6 Merchandise.

3.6.1 Upon PH's request, GRB shall use commercially reasonable efforts to (a) introduce PH to such authorized manufacturers and suppliers of Gordon Ramsay merchandise for the purpose of purchasing and selling such merchandise in the Restaurant and (b) facilitate such services, provided that all such sales shall be included within Gross Restaurant Sales. Unless otherwise agreed by GRB, all merchandise sold in the Restaurant shall be purchased from an authorized manufacturer or supplier of Gordon Ramsay, provided that GRB shall consent to other manufacturers and suppliers sourced by PH so long as the merchandise is of at least equal quality to that provided by Gordon Ramsay's manufacturer or supplier and the price is equal to or less than the price charged by Gordon Ramsay's manufacturer or supplier.

3.6.2 No operating supplies bearing, based on or containing GRB Marks or General GR Materials, including all menus, wine lists, business cards, tableware, uniforms and napkins, shall be produced or used in connection with the Restaurant without prior written approval of Gordon Ramsay (or a member of his team) or GRB, as the case may be, which shall not be unreasonably withheld, conditioned or delayed. Gordon Ramsay (or a member of his team) or GRB, as the case may be, shall, give notice of approval or rejection (with reasons) within ten (10) days following PH's written request for approval.

3.6.3 In the event that PH wishes to produce merchandise of any kind bearing, based on or containing the GRB Marks or General GR Materials or otherwise relating to the Restaurant it shall provide full details of the same to Gordon Ramsay and GRB and the parties shall negotiate in relation thereto and enter into a separate agreement in connection therewith in the event that an agreement is reached.

3.7 Meetings and Personal Appearances. Whenever scheduling any meeting or personal appearance contemplated by this Agreement, PH shall make commercially reasonable efforts to take into account the other then existing commitments of Gordon Ramsay and Rowen Seibel and give Gordon Ramsay and Rowen Seibel reasonable prior notice as far in advance as is possible, of the contemplated date, time and place of each scheduled meeting or appearance. If advised of a conflict, PH shall make commercially reasonable efforts to reschedule such meeting or appearance to a date and time closest to the initially proposed scheduled appearance date, it being understood that all such scheduling shall be made by PH based upon the best interest of the Restaurant and Gordon Ramsay and Rowen Seibel shall endeavor to make commercially reasonable efforts to meet the appearance schedule proposed by PH subject to previously scheduled commitments.

3.8 Additional Obligations. Each of PH, Gordon Ramsay and GRB warrants and undertakes to the other parties that it shall:

3.8.1 at all times (a) fully comply with all laws, statutes, ordinances, regulations, promulgations and mandates applicable to its obligations hereunder and the operation of the Restaurant and (b) maintain all applicable business licenses and other licenses and permits relating to its business operations or its obligations hereunder, and in each case any failure to do so shall constitute a breach of this Agreement; and

3.8.2 perform its duties hereunder with reasonable care and skill and shall cultivate and maintain good relations with customers of the Restaurant in accordance with sound commercial principles.

4. TERM.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall expire on that date that is ten (10) years from the date on which the Restaurant first opens to the general public for business (the "Opening Date"), unless extended by the parties or unless earlier terminated pursuant to the terms hereof (the "Initial Term"). Upon the mutual agreement of PH and GRB, the term of this Agreement shall be extended for one additional five (5) year term (together with the Initial Term, the "Term"), which shall be on all of the same terms and conditions as contained herein. Thereafter, there shall be no additional extensions of the term of this Agreement.

4.2 Termination.

4.2.1 For Convenience. At any time following the third (3rd) anniversary of the Opening Date, this Agreement may be terminated by PH upon six (6) month's written notice to GRB and Gordon Ramsay specifying the date of termination.

4.2.2 Death, Disability or Non-Involvement of Gordon Ramsay. This Agreement may be terminated by PH upon written notice to GRB and Gordon Ramsay having immediate effect if (a) Gordon Ramsay dies, (b) Gordon Ramsay suffers a disability, including any physical or mental condition, which impairs the ability of Gordon Ramsay to render, in a timely manner, substantially all of Gordon

Ramsay's covenants, agreements and obligations hereunder for a period of four (4) consecutive months or six (6) months in any twelve (12) month period, or (c) Gordon Ramsay fails on two consecutive occasions to appear in Las Vegas, Nevada to perform all of the GR Promotional Events and GR Restaurant Visits as required pursuant to the terms of this Agreement (provided that he was given ample notice of such and afforded an opportunity to perform and does not so perform on other mutually acceptable dates subject to Gordon Ramsay being prevented from attending due to force majeure or sickness).

4.2.3 Sales Performance. At any time during the sixty (60) days following the third (3rd) anniversary of the Opening Date and the sixty (60) days following the seventh anniversary of the Opening Date, this Agreement may be terminated by PH by written notice to GRB specifying the effective date of termination if (a) in the case of termination following the third (3rd) anniversary of the Opening Date, the Gross Restaurant Sales for the twelve months prior to such anniversary are not at least Eleven Million Five Hundred Thousand Dollars (\$11,500,000.00) or (b) in the case of termination following the seventh (7th) anniversary of the Opening Date, the Gross Restaurant Sales for the twelve (12) months prior to such anniversary are not at least Twelve Million Five Hundred Dollars (\$12,500,000.00).

4.2.4 Breach of Standards. This Agreement may be terminated by PH upon written notice to GRB and Gordon Ramsay having immediate effect if, following a material breach of Section 11.1 of this Agreement, PH sends written notice of such breach to GRB and Gordon Ramsay and such material breach is not cured within thirty (30) days after receipt of such notice.

4.2.5 Unsuitability. This Agreement may be terminated by PH upon written notice to GRB and Gordon Ramsay having immediate effect as contemplated by Section 11.2.

4.2.6 Condemnation and Casualty. This Agreement may be terminated by PH upon written notice to GRB and Gordon Ramsay having immediate effect as contemplated by Article 12.

4.2.7 Material Breach.

(a) This Agreement may be terminated by PH upon written notice to GRB and Gordon Ramsay having immediate effect if, following a material breach of this Agreement by Gordon Ramsay or GRB, PH sends written notice of such material breach to GRB and Gordon Ramsay specifying in reasonable detail, the facts and circumstances underlying the claimed breach (including the provision(s) of the Agreement claimed to have been breached) and Gordon Ramsay or GRB, as applicable, fails to cure such material breach within thirty (30) days after receipt of such notice; provided that if GRB or Gordon Ramsay shall have taken steps reasonably anticipated to cure such breach within such thirty (30) day period, PH shall not be permitted to terminate the Agreement unless such cure is not completed within a reasonable time thereafter.

(b) This Agreement may be terminated by GRB upon written notice to PH having immediate effect if, following a material breach of this Agreement by PH, GRB sends written notice of such material breach to PH specifying in reasonable detail, the facts and circumstances underlying the claimed breach (including the provision(s) of the Agreement claimed to have been breached) and PH fails to cure such material breach within thirty (30) days after receipt of such notice for non-monetary breaches by PH (provided that if PH shall have taken steps reasonable anticipated to cure such breach

within such thirty (30) day period, PH shall not be permitted to terminate the Agreement unless such cure is not completed within a reasonable time thereafter) and within five (5) days after written notice is given to PH for monetary breaches by PH (it being understood that PH' failure to pay any amount disputed in good faith shall not entitle Gordon Ramsay to terminate this Agreement).

4.2.8 Bankruptcy, etc.

(a) This Agreement may be terminated by PH upon written notice to GRB and Gordon Ramsay having immediate effect if Gordon Ramsay or GRB (i) becomes insolvent or admits in writing its inability to pay its debts as they become due, (ii) has instituted against it a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or a petition is presented against it for its winding up or liquidation, in each case that is not dismissed within sixty (60) days, (iii) institutes a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or files a petition for its winding up or liquidation, (iv) makes a general assignment for the benefit of its creditors, (v) seeks or becomes subject to the appointment of a receiver over all or substantially all of its assets, or (vi) any analogous procedure or step is taken in any jurisdiction.

(b) This Agreement may be terminated by GRB upon written notice to PH having immediate effect if PH (i) becomes insolvent or admits in writing its inability to pay its debts as they become due, (ii) has instituted against it a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or a petition is presented against it for its winding up or liquidation, in each case that is not dismissed within sixty (60) days, (iii) institutes a proceeding seeking a judgment of insolvency, suspension of payment or bankruptcy, or files a petition for its winding up or liquidation, (iv) makes a general assignment for the benefit of its creditors, (v) seeks or becomes subject to the appointment of a receiver over all or substantially all of its assets, or (vi) any analogous procedure or step is taken in any jurisdiction.

4.3 Effect of Expiration or Termination.

4.3.1 Termination of Obligations; Survival. Upon expiration or termination of this Agreement, there shall be no liability or obligation on the part of any party with respect to this Agreement, other than that such termination or expiration shall not (a) relieve any party of any liabilities resulting from any breach hereof by such party on or prior to the date of such termination or expiration, (b) relieve any party of any payment obligation arising prior to the date of such termination or expiration, or (c) affect any rights arising as a result of such breach or termination or expiration. The provisions of this Section 4.3 and Sections 2.3.2, 6.2, 6.6, the last sentence of Section 12.2.2 and Articles 13 and 14 (other than Section 14.16) shall survive any termination or expiration of this Agreement.

4.3.2 Certain Rights of PH Upon Expiration or Termination. Upon expiration or termination of this Agreement:

(a) PH shall cease operation of the Restaurant and its use of any GRB Marks and GR Materials; provided, however, that (i) in the event of an

early termination of this Agreement, other than pursuant to Section 4.2.2, PH shall be entitled to operate the Restaurant and use the License for one hundred twenty (120) days from such termination to orderly and properly wind-up operations of the Restaurant; and (ii) in the event of an early termination of this Agreement pursuant to Section 4.2.2, PH shall be entitled to operate the Restaurant and use the License for up to nine (9) months from such termination to orderly and properly reconcept or wind-up operations of the Restaurant; provided that in the event of a termination pursuant to clause (i) or (ii) during the applicable post-termination period during which PH is operating the Restaurant, PH shall continue to be obligated to pay GRB all amounts due GRB hereunder that accrue during such period in accordance with the terms of this Agreement as if this Agreement had not been terminated;

(b) PH shall retain all right, title and interest in and to the Restaurant Premises except for the GRB Marks and General GR Materials and any personal property containing any GRB Marks;

(c) PH shall retain all right, title and interest in and to the furniture, fixtures, equipment, inventory, supplies and other tangible and intangible assets used or held for use in connection with the Restaurant, except as expressly provided in Section 4.3.2;

(d) PH shall retain all right, title and interest in and to PH Marks and Materials; and

(e) PH shall have the right, but not the obligation, immediately or at any time after such expiration or termination, to operate a restaurant in the Restaurant Premises; provided, however, such restaurant shall not use the Restaurant's food and beverage menus or recipes developed by GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR Materials.

4.3.3 Certain Rights of Gordon Ramsay/GRB Upon Expiration or Termination. Upon expiration or termination of this Agreement:

(a) In the case of termination by PH pursuant to Section 4.2.1, PH shall pay to GRB the Early Termination Payment as a lump-sum payment within five (5) business days after the effective date of such termination; and

(b) Subject to Section 4.3.2(a), Gordon Ramsay and/or GRB shall retain all right, title and interest in and to the GRB Marks and General GR Materials and all right title and interest in and to the Restaurant's food and beverage menus and recipes developed by GRB and/or Gordon Ramsay.

5. RESTAURANT EMPLOYEES.

5.1 General Requirements.

5.1.1 Employees. Subject to the terms of this Article 5, after consulting with and giving full and proper consideration to all reasonable recommendations of GRB, PH shall be responsible for, and shall have final approval with respect to, hiring, training, managing, evaluating, promoting,

disciplining and firing all kitchen and front-of-house management and staff of the Restaurant (collectively, the "Employees"). Notwithstanding anything herein to the contrary, all Employees, including all Senior Management Employees, shall be employees of PH and shall be expressly subject to (a) PH' human resources policies and procedures and hiring requirements in existence as of the Effective Date and as modified by PH from time to time during the Term, and (b) the compliance committee requirements applicable to PH and its Affiliates, as more particularly set forth in Section 11.2 hereof.

5.1.2 Qualified Training by PH. At PH's option, exercisable in its sole discretion, all applicants for Employee front-of-house positions that require personal contact with guests of the Restaurant, as well as all cook, pantry, pastry, bakery and other skilled kitchen positions, shall be required to undergo specialized training (the "Training") and, upon the culmination of such specialized training, pass a test reasonably related to the Training in order to be qualified as an Employee. The Training shall be conducted by PH on the Employee's own time and at the Employee's own expense. At PH's option, exercisable in its sole discretion, the Training and related test may only be required of individuals who are employees of PH at the time of such individual's application for a position as an Employee.

5.2 Senior Management Employees. GRB shall advise PH as to those individuals whom it recommends to be hired for the following positions at the Restaurant and shall, or shall cause his team to, use commercially reasonable efforts to give such advice to be provided within the time frames set forth below.

(a) One full-time equivalent Executive Chef (no later than sixty (60) days before the Opening Date);

(b) One full-time equivalent General Manager (no later than forty-five (45) days before the Opening Date);

(c) Two full-time equivalent Assistant Chefs (no later than thirty (30) days before the Opening Date); and

(d) Two full-time equivalent Assistant Managers (no later than twenty (20) days before the Opening Date).

The initial and any successor Executive Chef, General Manager, Assistant Chefs and Assistant Managers shall be referred to collectively, as the "Senior Management Employees" and individually, a "Senior Management Employee", with the understanding that said designation is for the purposes of reference for this document only and shall not be deemed to create a requirement or expectation of any particular level of compensation or benefits that may otherwise be available to individuals employed by PH having such employment designation. Subject to the terms of this Article 5, after consulting with and giving full and proper consideration to all reasonable recommendations of GRB, PH shall be responsible for, and shall have final approval with respect to, hiring, training, managing, evaluating, promoting, disciplining and firing Senior Management Employees (and any additional or replacement Senior Management Employees as reasonably required by PH from time to time). The parties acknowledge and agree that PH is under no obligation to hire any individual recommended pursuant to this Section 5.2.

5.3 Union Agreements.

5.3.1 Agreements. Each of Gordon Ramsay and GRB acknowledges and agrees that all of PH's agreements, covenants and obligations and all of Gordon Ramsay's and/or GRB's rights and agreements contained herein are subject to the provisions of any and all collective bargaining agreements and related union agreements to which PH or any of its Affiliates is or may become a party and that are or

may be applicable to the Employees (as the same may be amended or supplemented from time to time, collectively, the "Union Agreements"). Each of Gordon Ramsay and GRB agrees that all of their agreements, covenants and obligations hereunder, including those obligations to train certain Employees, shall be undertaken in such manner as to be in accordance with and to assist and cooperate with PH's obligation to fulfill its obligations contained in the Union Agreements; provided, that PH now and hereafter shall advise Gordon Ramsay and GRB of the obligations contained in said Union Agreements that are applicable to Employees. Notwithstanding the foregoing, in no event shall Gordon Ramsay or GRB be deemed a party to any such Union Agreement whether by reason of this Agreement, the performance of its obligations hereunder or otherwise.

5.3.2 Amendments. Each of Gordon Ramsay and GRB acknowledges and agrees that from time to time during the Term, PH may negotiate and enter into amendments and supplements to the Union Agreements. Each Union Agreement, as so amended or supplemented, may include those provisions agreed to by and between the applicable union and PH, in its sole discretion, including provisions for (a) notifying then-existing employees of PH in the bargaining units represented by the applicable union of employment opportunities in the Restaurant, (b) preferences in training opportunities for such then-existing employees, (c) preferences in hiring of such then-existing employees, if such then-existing employees are properly qualified, and (d) other provisions concerning matters addressed in this Section 5.3.

5.3.3 Conflicts. In the event any agreement, covenant, obligation or right of a party contained herein is, or at any time during the Term shall be, prohibited pursuant to the terms of any Union Agreement, the applicable party shall be relieved of such agreement, covenant, obligation or right, with no continuing or accruing liabilities of any kind, and such agreement, covenant, obligation or right shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect. In the event any agreement, covenant, obligation or right under this Agreement is severed from this Agreement pursuant to this Section 5.3.3, the parties shall thereafter cooperate in good faith to modify this Agreement to provide the parties with continuing agreements, covenants, obligations and rights that are consistent with the requirements and obligations of this Agreement (including the economic provisions contained herein), such Union Agreement and applicable law, rules and regulations.

5.4 Training Support.

5.4.1 Pre-Opening Training. For the period prior to the Opening Date, GRB shall advise PH as to the training GRB recommends be provided to the Senior Management Employees, including working methods, culinary style, culinary philosophy, standard of service, marketing techniques and customer service. After consulting with and giving full and proper consideration to all reasonable recommendations of GRB and/or its team, PH shall be responsible for, and shall have final approval with respect to, training Senior Management Employees and other Employees.

5.4.2 Refresher Training. As and if reasonably requested by PH from time to time during the Term, GRB shall advise PH as to the training GRB recommends be provided for refresher training of such appropriate kitchen and front-of-house Employees as reasonably selected by PH, including training with respect to any new food and beverage menus and recipes therefore developed and implemented from time to time during the Term. After consulting with and giving full and proper consideration to all reasonable recommendations of GRB and/or its team, PH shall be responsible for, and shall have final approval with respect to such refresher training.

5.5 Evaluations. As reasonably requested by PH from time to time during the Term but not more than twice in any one (1) year during the Term, GRB shall be entitled to review, approve and make

recommendations with respect to the annual evaluations of the Senior Management Employees as conducted by PH, and shall participate in such review, approval and recommendation process in the event PH's request coincides with any GR Promotional Visit, GR Restaurant Visit or Additional GR Restaurant Visit and Gordon Ramsay's schedule otherwise permits; provided, however, PH shall have final approval with respect to all aspects of same. Such evaluation services, and meetings with respect to same, shall take place in Las Vegas, Nevada after reasonable advance notice.

5.6 Employment Authorization. PH shall be solely responsible for applying for, and shall be solely responsible for all costs and expenses related to obtaining (with the understanding that said costs shall be deemed to be an Operating Expense of the Restaurant), any work authorizations from the United States Citizenship and Immigration Services, a Bureau of the United States Department of Homeland Security ("USCIS"), that may be required in order for the Senior Management Employees to be employed by PH at the Restaurant; provided, however, each such Employee shall be required to cooperate with PH with respect to applying for such work authorization and shall be required to diligently provide to PH or directly to USCIS, as applicable, all information such Employee is required to provide in support of the application for such work authorization; provided further, however, GRB expressly acknowledges that, in the event that PH is unable to reasonably obtain such work authorization for any Employee, the offer of employment for such Employee shall be revoked.

6. LICENSE.

6.1 Marks and Materials. Each of Gordon Ramsay and GRB represents and warrants to PH that Gordon Ramsay and/or GRB is and at all times during the Term will be the owner of any GRB Marks and General GR Materials as contemplated by this Agreement and possesses and at all times during the Term will possess the necessary right to license the GRB Marks and General GR Materials to PH pursuant to this Agreement, free and clear of any restrictions except those imposed by this Agreement. Notwithstanding the foregoing, the parties acknowledge that the GRB Marks have not yet been registered and that Gordon Ramsay's Affiliate is proceeding to register the GRB Marks and license the same to GRB.

6.2 Ownership.

6.2.1 By GRB or Gordon Ramsay. PH acknowledges and agrees that GRB is the owner of the GRB Marks and the General GR Materials and any modification, adaptation, improvement or derivative of or to the foregoing. PH acknowledges and agrees that all use of the GRB Marks and General GR Materials (including any goodwill generated by such use) shall inure to the benefit of GRB and, except for the limited License set forth in this Agreement PH shall not have or obtain any right, title or interest in or to any of the GRB Marks or General GR Materials. Notwithstanding the foregoing, each of Gordon Ramsay and GRB acknowledges and agrees that PH shall own all copyright and other rights, title and interest in and to all materials described in Section 6.2.2(ii) below, save to the extent that such materials use or contain any or all of the GRB Marks or General GR Materials and, in addition to the rights granted by copyright, PH may use such materials and the GRB Marks or General GR Materials in promotional pieces listing, indicating or depicting people or entities that have or have had an appearance, relationship or other connection to PH or any of its Affiliates. If and to the extent that PH has or comes to have any right, title or interest in any intellectual property rights in the GRB Marks or General GR Materials or any modification, adaptation, improvement or derivative of or to the foregoing, PH hereby assigns to Gordon Ramsay and GRB all such intellectual property rights.

6.2.2 By PH. Each of Gordon Ramsay and GRB acknowledges and agrees that PH shall own: (i) any works, trade names, trademarks, designs, trade dress, service names and service marks, and registrations thereof and applications for registration thereof, and all works of authorship, programs,

techniques, processes, formulas, developmental or experimental work, work-in-process, methods or trade secrets and all other materials, work product, intangible assets or other intellectual property rights created or developed by PH for use in association with the Restaurant except for the GRB Marks or General GR Materials and except for any modification, adaptation, improvement or derivative thereto or as otherwise provided in Section 6.2.1; and (ii) any materials that are created by any party pursuant to this Agreement in which the GRB Marks or the General GR Materials are embodied or incorporated, including all photographic or video images, all promotional materials produced in accordance with the provisions of Article 7 hereof and all marketing materials produced in accordance with the provisions of Article 9 hereof (clauses (i), and (ii), collectively, the "PH Marks and Materials"). Each of Gordon Ramsay and GRB acknowledges and agree that neither Gordon Ramsay nor GRB shall have or obtain any right, title or interest in or to any of the PH Marks and Materials. Notwithstanding the foregoing, except as expressly provided in this Agreement, PH shall not acquire any rights in the GRB Marks or General GR Materials included or embedded in any of the PH Marks and Materials.

6.3 Intellectual Property License. Subject to section 6.1 and to the payment of the License Fee and compliance with the terms of this Agreement, each of Gordon Ramsay and GRB as necessary hereby grants to PH and its Affiliates a non-exclusive, non-transferable, limited, non-sublicensable right and license, during the Term (the "License"), to use and employ GRB Marks and the General GR Materials solely on and in connection with the operation of the Restaurant in the Restaurant Premises and the marketing and promotion thereof, and in connection with the marketing, promotion and retail sale of certain products in the Restaurant Premises as is contemplated in Section 3.4 under the terms and conditions set forth in this Agreement. Each of Gordon Ramsay and GRB shall, at PH's reasonable request and PH's sole but reasonable cost and expense, provide information or documents possessed by Gordon Ramsay or GRB, and execute documents, that are necessary for PH and its Affiliates to exercise their rights under the License. Each of Gordon Ramsay and GRB represents and warrants to PH that, if Gordon Ramsay dies during the Term and this Agreement is not terminated pursuant to Section 4.2.3, the License shall continue in full force and effect during the remainder of the Term.

6.4 Quality Control.

6.4.1 Quality Control Standards. PH acknowledges that the GRB Marks have secondary meaning in the eyes of purchasers and the public, that the GRB Marks enjoy an excellent reputation and that the provision of restaurant services of poor quality under the GRB Marks could adversely affect such reputation. PH agrees that it shall use its commercially reasonable efforts to maintain the reputation of the GRB Marks and further agrees that its use of the GRB Marks shall be of a quality consistent with the quality used in connection with PH's use of its own trademarks.

6.4.2 Inspection of Operations. During the Term, Gordon Ramsay and GRB shall each have the right, upon reasonable notice and during regular business hours, to inspect PH's operations that touch or concern the Restaurant operation, including inspection of the Restaurant Premises, to ensure that the quality standards for the GRB Marks are being maintained.

6.4.3 Notices. PH shall place appropriate trademark and copyright notices and symbols on any marketing, advertising, promotional or other materials incorporating the GRB Marks and General GR Materials and at the Restaurant Premises, with information to be included in such notices and symbols to be obtained from Gordon Ramsay or GRB. Moreover, PH shall use commercially reasonable efforts to include any specific trademark and copyright notices relating to the GRB Marks as are requested by GRB.

6.5 Gordon Ramsay's Rights in Marks.

6.5.1 Protection. Gordon Ramsay and/or GRB shall, at their own cost and expense, maintain in full force and effect the GRB Marks and General GR Materials that are registered. Nothing in this Section 6.5.1 implies an obligation to register any GRB Marks or General GR Materials that are not registered as of the date hereof; provided, that if GRB registers any GRB Marks or General GR Materials after the date hereof, this Section 6.5.1 shall apply to such GRB Marks and General GR Materials from and after such registration; provided further that Gordon Ramsay or GRB shall apply to register "BURGR Gordon Ramsay" in the United States Patent & Trademark Office.

6.5.2 No Registration. PH shall not, either during or after the Term of this Agreement: (a) use or register any mark which is identical or confusingly similar to any of the GRB Marks or any variation thereof, in any jurisdiction; or (b) register any domain name consisting of or including any of the GRB Marks or any variation thereof.

6.5.3 No Challenges. PH acknowledges the validity of the GRB Marks, and agrees that at no time either during or after the Term of this Agreement will it directly or indirectly challenge or assist others to challenge the validity or strength of the GRB Marks or GRB's ownership thereof, provided that nothing herein shall preclude PH from complying with any lawful subpoena or other legal requirement.

6.6 Indemnification of PH. GRB covenants and agrees to defend, indemnify and save and hold harmless PH and its Affiliates and their respective stockholders, directors, officers, agents and employees from and against all claims, losses, expenses, obligations, liabilities, liens, demands, charges, litigation and judgments, including court costs and reasonable attorneys' fees, arising directly or indirectly from any claim by any third Person (including the GR US Entity or any direct or indirect owner of the GR US Entity) alleging that the use permitted hereunder by PH or its Affiliates of the GRB Marks or General GR Materials violates, infringes or otherwise conflicts with any intellectual property or other rights of a third Person. PH shall notify GRB of any such claim and GRB may and, upon PH's request, shall, at its sole cost and expense, defend such claim or cause such claim to be defended by counsel designated by GRB and reasonably acceptable to PH. In addition, and without limiting the indemnification obligations of GRB as set forth in the foregoing sentence, Gordon Ramsay covenants and agrees to cause the GR US Entity to not bring any such claim arising directly or indirectly from this Agreement, including the operation of the Restaurant and use of the License, against PH or any of its Affiliates.

6.7 Infringement by Third Persons. GRB shall make good faith efforts to monitor for possible infringement of the GRB Marks or General GR Materials and shall promptly inform PH in writing if it becomes aware of any actual or potential infringement of the GRB Marks or General GR Materials. GRB shall use and shall cause its Affiliates to use all commercially reasonable efforts to prosecute infringement of PH's right to use GRB Marks or General GR Materials granted hereunder. If GRB shall not prosecute in a reasonable and timely manner an infringement of the GRB Marks or General GR Materials or shall cease such prosecution once commenced, then PH may, but shall not be required to, prosecute such infringement. In such event, PH shall be entitled to retain any amounts recovered and the out-of-pocket costs of prosecution shall be treated as an Operating Expense of the Restaurant. The parties shall provide to each other such information and assistance as may reasonably be requested in the course of any prosecution of infringements as contemplated by this Section 6.7.

7. PROMOTION AND OPERATIONAL PRESENCE.

7.1 Initial Promotion. During the period prior to the Opening Date, Gordon Ramsay shall, as reasonably required by PH, but otherwise in accordance with the terms of this Section 7.1, engage in promotional activities for the Restaurant, which may include commercial photography of Gordon Ramsay, and Gordon Ramsay or other representative of GRB will, as reasonably requested by PH, review

and provide advice and recommendations with respect to the Restaurant's operational, efficiency and profitability issues, the food and beverage menu standards and implementation, and Employee training, evaluations and customer service, media interviews and such other promotional events as PH may reasonably require. Prior to the Opening Date, PH may request Gordon Ramsay to, and Gordon Ramsay shall use commercially reasonable efforts to, make one visit to Las Vegas, Nevada, taking into consideration the scheduling requirements described in Section 3.5. Commencing on the Opening Date, Gordon Ramsay shall be in Las Vegas, Nevada at the Restaurant for a reasonable period of time (not to be less than twenty-four (24) consecutive hours). All visits by Gordon Ramsay under this Section 7.1 are referred to as the "GR Promotional Visits".

7.2 Subsequent Restaurant Visits. From and after the Opening Date, (a) Gordon Ramsay shall visit and attend to the Restaurant at least three (3) times per year of the Term (collectively, the "GR Restaurant Visits"), and two of the three visits shall be for a minimum of twenty-four (24) consecutive hours while one of the three visits shall be for a minimum of 48 consecutive hours, as reasonably scheduled by Gordon Ramsay, taking into consideration the scheduling requirements described in Section 3.5 and any scheduling requirements of Gordon Ramsay under any other agreements with PH or any of its Affiliates (it being understood that any GR Restaurant Visit that occurs concurrently with any such other required visit shall be for a minimum of thirty-six (36) consecutive hours and that Gordon Ramsay shall devote adequate time to meet his obligations under this Agreement and any other agreement), (b) PH may request that Gordon Ramsay make additional visits to the Restaurant (collectively, the "Additional GR Restaurant Visits") and (c) upon the request of PH, Gordon Ramsay's team or representatives of GRB shall visit and attend the Restaurant up to four (4) times per year of the Term (collectively, the "Team Visits"). During the GR Restaurant Visits and Additional GR Restaurant Visits, Gordon Ramsay shall engage in promotional activities for the Restaurant, which may include commercial photography of Gordon Ramsay, as reasonably requested by PH and approved in advance by Gordon Ramsay (such approval not to be unreasonably withheld, conditioned or delayed). During the GR Restaurant Visits, Additional GR Restaurant Visits and the Team Visits, Gordon Ramsay shall, or, if applicable, shall cause his team or GRB to, review and provide advice and recommendations with respect to the Restaurant's operational, efficiency and profitability issues, the food and beverage menu standards and implementation, and Employee training, evaluations and customer service, media interviews and such other promotional events as PH may reasonably require.

7.3 Travel Expenses.

7.3.1 For each GR Promotional Visit and GR Restaurant Visit, PH or its travel desk shall purchase for Gordon Ramsay's use first class round trip airfare between any airport designated from time to time by Gordon Ramsay and Las Vegas McCarran International Airport. The parties shall each endeavor to ensure all such airline tickets are booked not less than thirty (30) calendar days in advance of the departure date. If a GR Promotional Visit or GR Restaurant Visit is cancelled for any reason, PH shall be entitled to the entire refund or credit, if any, resulting from the cancellation of the airline ticket associated with same. Subject to availability, PH may at its option instead provide (at no cost to Gordon Ramsay) the use of a private jet for round trip travel for Gordon Ramsay to Las Vegas, Nevada. For each Additional GR Restaurant Visit, PH or its travel desk shall purchase for Gordon Ramsay's use first class round trip airfare between any airport designated by Gordon Ramsay and Las Vegas McCarran International Airport. During the duration of each GR Promotional Visit and GR Restaurant Visit and subject to availability, PH shall provide for Gordon Ramsay's use, at no cost or expense to Gordon Ramsay, a total of three (3) deluxe rooms at the Hotel or the property owned by an Affiliate of PH known as PH (room and all applicable taxes); provided, however, Gordon Ramsay shall be responsible for all incidental room charges (subject to a thirty percent (30%) discount) and other expenses incurred during the occupancy of such rooms. Any cost or expense to PH or its Affiliates associated with the provision of

travel accommodations and room charges under this Section 7.3.1 shall be for the account of PH, and shall not be a Project Cost or an Operating Expense of the Restaurant.

7.3.2 For each Team Visit, PH and GRB shall agree, acting reasonably and in good faith, the number of team members or representatives of GRB to make the Team Visit and the length of such Team Visit. For each team member or GRB representative (other than Gordon Ramsay for whom Section 7.3.1 shall apply): (a) PH or its travel desk shall purchase for such person, as applicable, (i) coach round trip airfare between any airport in the United States and Las Vegas McCarran International Airport or (ii) business round trip airfare between any airport outside the United States and Las Vegas McCarran International Airport; and (b) PH shall provide for the use of such team member or representative of GRB, at no cost or expense to such person, one (1) standard single room at the Hotel or the property owned by an Affiliate of PH known as PH (room and all applicable taxes); provided, however, such person shall be responsible for all incidental room charges (subject to a thirty percent (30%) discount) and other expenses incurred during the occupancy of such room.

8. LICENSE AND SERVICES FEES.

8.1 License and Services Fees.

8.1.1 Prior to repayment of the Initial Capital Investment, in consideration of the License and Services provided hereunder, PH shall pay to GRB a fee (the "License Fee") equal to:

(a) four percent (4%) of Gross Restaurant Sales up to ten million dollars (\$10,000,000); plus

(b) six percent (6%) of Gross Restaurant Sales greater than ten million dollars (\$10,000,000) up to twelve million dollars (\$12,000,000); plus

(c) eight percent (8%) of Gross Restaurant Sales greater than twelve million dollars (\$12,000,000); plus

(d) ten percent (10%) of all Gross Retail Sales

8.1.2 From and after the repayment of the Initial Capital Investment, in consideration of the License and Services provided hereunder, PH shall pay to GRB a License Fee equal to:

(a) six percent (6%) of Gross Restaurant Sales up to twelve million dollars (\$12,000,000); plus

(b) eight percent (8%) of Gross Restaurant Sales greater than twelve million dollars (\$12,000,000); plus

(c) ten percent (10%) of all Gross Retail Sales

8.2 Timing and Manner of Payments. The License Fee shall be payable on a calendar quarter basis and shall be paid by PH no later than thirty (30) days after the end of the quarter to which it relates

by check, money order or wire transfer in lawful funds of the United States of America to such address or account located within the United States of America as directed by GRB, from time to time.

8.3 Calculations. PH shall be solely responsible for maintaining and shall maintain, all books and records necessary to calculate the License Fee and, within thirty (30) days after the end of each quarter during each Fiscal Year shall deliver notice to GRB reasonably detailing the calculation of the License Fee. PH's calculations shall be conclusive and binding unless: (i) within thirty (30) calendar days' of PH's delivery of such notice, GRB notifies PH in writing of any claimed manifest calculation error therein; or (ii) such calculations are determined to be inaccurate as the result of any audit pursuant to Section 8.4. Upon receipt of any such notification, PH shall review the claimed manifest calculation error and, within thirty (30) calendar days of such notification, advise GRB as to the corrected calculation, if any. If GRB still disagrees with such calculation, the calculation shall not be binding and GRB shall be deemed to have reserved all of his rights related thereto under this Agreement. All cash flow of the Restaurant other than the amounts used to pay Operating Expenses and a reserve amount up to two percent (2%) of Gross Restaurant Sales, shall be applied by PH toward repayment of its Initial Capital Investment.

8.4 Audit. Subject to the remaining provisions of this Section 8.4, GRB shall be entitled at any time, at its sole cost and expense, upon ten (10) calendar days' notice to PH, but not more than two (2) times per calendar year, to cause an audit to be made, during normal business hours, by any Person designated by GRB and approved by PH (who shall not unreasonably withhold, delay or condition said approval), of all books, records, accounts and receipts required to be kept for the calculation of the License Fee and/or the repayment of the Initial Capital Investment, which shall not include tax returns of PH filed on a consolidated basis, and which audit shall be conducted without material disruption or disturbance to PH's operations. If such audit discloses that any License Fee and/or the repayment of the Initial Capital Investment was calculated in error, PH shall be entitled to review such audit materials and to conduct its own audit related to such period. If PH does not dispute the result of GR's audit within ninety (90) days after conclusion and presentation by GRB to PH of GR's findings, PH shall (in the next quarterly allocation) pay to GRB such additional monies necessary to compensate GRB. If such audit discloses that the License Fee owed by PH for any Fiscal Year exceeds the amount paid to GRB for such year more than five (5%) percent, or that the amount charged as repayment of the Initial Capital Investment was five (5%) or more less than it should have been, PH shall pay Gordon Ramsay the actual third party costs of such audit. PH may condition any audit under this Section 8.4 on the receipt of a confidentiality undertaking from any Person to whom information will be disclosed in connection with such audit, in form and substance satisfactory to PH.

9. OPERATIONS.

9.1 Marketing and Publicity. As promptly as practicable after the date hereof, GRB on the one hand, and PH, on the other hand, shall jointly develop a marketing plan with respect to the Restaurant and, during the Term, GRB on the one hand, and PH, on the other hand, shall jointly make all determinations regarding maintaining, updating or otherwise modifying such plan. PH shall make all determinations regarding the actual advertising, sales, promotional and other publicity materials relating to the Restaurant or the transactions contemplated by this Agreement and shall market the Restaurant in accordance with its standard procedures; provided, that any such materials containing the GRB Marks or General GR Materials shall require the prior approval of GRB not to be unreasonably withheld, conditioned or delayed; provided further, that PH shall not be in breach of such marketing obligations to the extent delayed or prevented due to the lack of prior approval of Gordon Ramsay or GRB if required herein. Except as set forth in the immediately preceding sentence, no party shall, and each party shall cause its Affiliates not to, publish or make any press release or other public statement relating to the Restaurant or the transactions contemplated by this Agreement without the prior consent of the other

parties, such consents not to be unreasonably withheld, conditioned or delayed. Neither Gordon Ramsay nor GRB will, and each will cause its Affiliates not to, publish, make or use any such publicity materials without the prior written consent of PH. Marketing consultations and meetings with respect to same, shall take place at such times and such places as the parties agree from time to time. PH shall inform GRB if it becomes aware of any publicity related to the Restaurant that may have a material negative impact on Gross Restaurant Sales or otherwise have a material adverse effect on the Restaurant (it being understood that PH has no obligation to make any effort to monitor for any such publicity). For the avoidance of doubt, the obligations of Gordon Ramsay and GRB set forth in this Section 9.1 shall not affect or otherwise modify the obligations of Gordon Ramsey or GRB set forth in Sections 7.1 and 7.2.

9.2 Operational Efficiencies. As reasonably required by PH from time to time during the Term, GRB, shall consult with PH and provide PH with advice regarding the Restaurant's food and beverage menus, quality standards, and operational, efficiency and profitability issues; provided, however, that PH, after fully and properly considering all reasonable recommendations received from GRB, shall have final approval with respect to all aspects of same. Such operational consulting and advice and meetings with respect to same, shall take place at such times and such places as the parties agree from time to time.

10. REPRESENTATIONS AND WARRANTIES.

10.1 PH's Representations and Warranties. PH hereby represents and warrants to Gordon Ramsay and GRB that:

10.1.1 PH is a limited liability company duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization;

10.1.2 PH has the valid corporate power to execute and deliver, and perform its obligations under, this Agreement and such execution, delivery and performance has been authorized by all necessary corporate action on the part of PH;

10.1.3 no consent or approval or authorization of any Person is required in connection with PH's execution and delivery, and performance of its obligations under, this Agreement;

10.1.4 there are no actions, suits or proceedings pending or, to the best knowledge of PH, threatened against PH in any court or administrative agency that would prevent PH from completing the transactions provided for herein;

10.1.5 this Agreement constitutes the legal, valid and binding obligation of PH, enforceable in accordance with its terms;

10.1.6 as of the Effective Date, no representation or warranty made herein by PH contains any untrue statement of material fact, or omits to state a material fact necessary to make such statements not misleading;

10.1.7 at all times during the Term, the Restaurant shall be a first-class gourmet restaurant and the Hotel shall maintain the standard and quality of the Hotel existing on the Effective Date, PH currently contemplates that the Restaurant will have at least 170 seats (including in the bar area) and except as otherwise required or restricted by law, regulation or legal process, at all times from and after the Opening date, the Restaurant will have at least 170 seats (including the bar area); and

10.1.8 to the extent that PH or its Affiliates utilizes a "point" or any similar system to offer complimentary, discounted or promotional food, beverage or merchandise to customers, the Restaurant shall be treated no less favorably with regard to redemption of "points" than any other restaurant in Hotel, such that, for example, if the best rate for redemption of "points" in the Hotel is "1 point per \$1 of menu price, the Restaurant will allow for redemption at the same (or lower) rate, but will not require that more than one point be redeemed for each \$1 of menu price. In any event, Gross Restaurant Sales will include the full menu price of such complimentary, discounted or promotional food, beverage and merchandise given to customers;

10.2 Gordon Ramsay's Representations and Warranties. Gordon Ramsay hereby represents and warrants to PH that:

10.2.1 Gordon Ramsay has the legal capacity to execute and deliver, and perform his obligations under, this Agreement;

10.2.2 no consent or approval or authorization of any Person (other than any governmental authority) is required in connection with the execution and delivery by Gordon Ramsay of, and performance by Gordon Ramsay of his obligations under, this Agreement, and to the best of his knowledge and belief, no such consent or approval or authorization is required of any applicable governmental authority;

10.2.3 there are no actions, suits or proceedings pending or, to the best knowledge of Gordon Ramsay, threatened against Gordon Ramsay in any court or before any administrative agency that would prevent Gordon Ramsay from completing the transactions provided for herein (including granting the License);

10.2.4 this Agreement constitutes the legal, valid and binding obligation of Gordon Ramsay, enforceable in accordance with its terms; and

10.2.5 as of the Effective Date, no representation or warranty made herein by Gordon Ramsay contains any untrue statement of a material fact, or omits to state a material fact necessary to make such statements not misleading.

10.3 GRB's Representations and Warranties. GRB hereby represents and warrants to PH that:

10.3.1 GRB is a limited liability company organized, validly existing, and in good standing under the laws of the jurisdiction of its organization;

10.3.2 The GRB Marks have not yet been registered. However, assuming such registration becomes effective, GRB will be the sole and exclusive owner or licensee of, and will have the right to license or sublicense all of the GRB Marks and the General GR Materials. GRB will use its best efforts to hereafter take, all actions necessary to maintain the GRB Marks and the General GR Materials, such that there is no restriction that exists on GRB's use of the GRB Marks and the General GR Materials. The GRB Marks and the General GR Materials are not subject to a current claim of infringement, interference or unfair competition or other claim and, to the best of GRB's knowledge, the GRB Marks and the General GR Materials are not being infringed upon or violated by any third party, no other Person has any right (by ownership, license or otherwise) to use the GRB Marks and the General GR Materials that would constitute a violation of the Exclusivity Provisions, the License and use of the GRB Marks and the General GR Materials contemplated hereby are consistent with the operating agreement of GRB (as in existence as of the date hereof) and have been approved in accordance with such operating agreement,

and each of Gordon Ramsay and GRB hereby approves and consents to the use of the GRB Marks and General GR Materials as contemplated by this Agreement;

10.3.3 no consent or approval or authorization of any Person (including the direct or indirect owners of GRB, but other than any governmental authority) is required in connection with the execution and delivery by GRB of, and performance by GRB of its obligations under, this Agreement, and to the best of GRB's knowledge and belief, no such consent or approval or authorization is required of any applicable governmental authority;

10.3.4 there are no actions, suits or proceedings pending or, to the best knowledge of GRB, threatened against GRB in any court or before any administrative agency that would prevent GRB from completing the transactions provided for herein (including granting the License);

10.3.5 this Agreement constitutes the legal, valid and binding obligation of GRB, enforceable in accordance with its terms; and

10.3.6 as of the Effective Date, no representation or warranty made herein by GRB contains any untrue statement of a material fact, or omits to state a material fact necessary to make such statements not misleading.

11. STANDARDS; PRIVILEGED LICENSE.

11.1 Standards. Each of Gordon Ramsay and GRB acknowledges that the PH is an exclusive first-class resort hotel casino and that the Restaurant shall be an exclusive first-class restaurant and that the maintenance of PH and GRB Marks, PH's and the Restaurant's reputation and the goodwill of all of PH's, PH's and the Restaurant's guests and invitees is absolutely essential to PH, and that any impairment thereof whatsoever will cause great damage to PH. GRB therefore covenants and agrees that (a) it shall not and it shall cause its Affiliates not to use or license GRB Marks or General GR Materials in a manner that is inconsistent with, or take any action that dilutes or denigrates, the current level of quality, integrity and upscale positioning associated with the GRB Marks and General GR Materials and (b) it shall and it shall cause its Affiliates to conduct themselves in accordance with the highest standards of honesty, integrity, quality and courtesy so as to maintain and enhance the reputation and goodwill of PH, the GRB Marks, PH and the Restaurant and at all times in keeping with and not inconsistent with or detrimental to the operation of an exclusive, first-class resort hotel casino and an exclusive, first-class restaurant. GRB shall use commercially reasonable efforts to continuously monitor the performance of each of its and its Affiliates' respective agents, employees, servants, contractors and licensees and shall ensure the foregoing standards are consistently maintained by all of them. Any failure by GRB or any of its respective Affiliates or any of their respective agents, employees, servants, contractors or licensees to maintain the standards described in this Section 11.1 shall, in addition to any other rights or remedies it PH have, give PH the right to terminate this Agreement pursuant to Section 4.2.4 in its sole and absolute discretion. For the avoidance of doubt, Gordon Ramsay's persona as exhibited on the television show Hell's Kitchen prior to the date hereof shall not constitute a failure by Gordon Ramsay to maintain the standards described in this Section 11.1.

11.2 Privileged License. Each of Gordon Ramsay and GRB acknowledges that PH and PH's Affiliates are businesses that are or may be subject to and exist because of privileged licenses issued U.S., state, local and foreign governmental, regulatory and administrative authorities, agencies, boards and officials (the "Gaming Authorities") responsible for or involved in the administration of application of laws, rules and regulations relating to gaming or gaming activities or the sale, distribution and possession of alcoholic beverages. The Gaming Authorities require PH, and PH deems it advisable, to have a compliance committee (the "Compliance Committee") that does its own background checks on, and

issues approvals of, Persons involved with PH and its Affiliates. Prior to the execution of this Agreement and, in any event, prior to the payment of any monies by PH to Gordon Ramsay and/or GRB hereunder, and thereafter on each anniversary of the Opening Date during the Term, (a) each of Gordon Ramsay and GRB shall provide or cause to be provided to PH written disclosure regarding its GR Associates and (b) the Compliance Committee shall have issued approvals of all of the GR Associates. Additionally, during the Term, on ten (10) calendar days written request by PH to Gordon Ramsay and GRB, Gordon Ramsay and GRB shall disclose to PH all GR Associates. To the extent that any prior disclosure becomes inaccurate, Gordon Ramsay and GRB shall, within ten (10) calendar days from that event, update the prior disclosure without PH making any further request. Each of Gordon Ramsay and GRB shall cause all GR Associates to provide all requested information and apply for and obtain all necessary approvals required or requested by PH or the Gaming Authorities. If any GR Associate fails to satisfy any such requirement, if PH or any of PH's Affiliates are directed to cease business with any GR Associate by any Gaming Authority, or if PH shall determine, in PH's sole and exclusive judgment, that any GR Associate is an Unsuitable Person, then immediately following notice by PH to Gordon Ramsay and GRB, (a) Gordon Ramsay and/or GRB shall terminate any relationship with the Person who is the source of such issue, (b) Gordon Ramsay and/or GRB shall cease the activity or relationship creating the issue to PH's satisfaction, in PH's sole judgment, or (c) if such activity or relationship is not subject to cure as set forth in the foregoing clauses (a) and (b), as determined by PH in its sole discretion, PH shall, without prejudice to any other rights or remedies of PH including at law or in equity, have the right to terminate this Agreement and its relationship with Gordon Ramsay and GRB. Each of Gordon Ramsay and GRB further acknowledges that PH shall have the absolute right to terminate this Agreement in the event any Gaming Authority requires PH or one of its Affiliates to do so. Any termination by PH pursuant to this Section 11.2 shall not be subject to dispute by Gordon Ramsay or GRB and shall not be the subject of any proceeding under Article 13.

12. CONDEMNATION; CASUALTY; FORCE MAJEURE.

12.1 Condemnation. In the event that during the Term the whole of the Restaurant shall be taken under power of eminent domain by any governmental authority or conveyed by PH to any governmental authority in lieu of such taking, then this Agreement shall terminate as of the date of such taking. In the event that during the Term a substantial portion of the Restaurant (thirty percent (30%) or more) shall be taken under power of eminent domain by any governmental authority or conveyed by PH to any governmental authority in lieu of such taking (as determined by PH in its sole and absolute discretion), PH may, in the exercise of its sole discretion, terminate this Agreement upon written notice give not more than thirty (30) calendar days after the date of such taking. All compensation awarded by any such governmental authority shall be the sole property of PH and neither Gordon Ramsay nor GRB shall have any right, title or interest in and to same except that Gordon Ramsay and GRB may pursue their own separate claim provided, that any such claim will not reduce the award granted to PH.

12.2 Casualty.

12.2.1 Permanent and Substantial Damage. If PH or the Restaurant experiences any Permanent Damage or any Substantial Damage, in each case PH shall have the right to terminate this Agreement upon written notice having immediate effect delivered to Gordon Ramsay within one hundred twenty (120) days after the occurrence of the Permanent Damage or Substantial Damage, as the case may be. All insurance proceeds recovered in connection with any damage or casualty to PH or Restaurant shall be the sole property of PH and neither Gordon Ramsay nor GRB shall have any right, title or interest in and to same.

12.2.2 Obligation in Connection With a Casualty. If (i) PH does not terminate this Agreement the event of a Substantial Damage to PH or Restaurant within the time periods provided in

Section 12.2.1, (ii) restoration and repair of the damage is permitted under applicable Law and the terms of any agreement to which PH or any of its Affiliates is a party and (iii) PH has received net insurance proceeds sufficient to complete restoration and repair, PH shall use commercially reasonable restore and repair PH or the Restaurant, as applicable, to its condition and character immediately prior to the damage. If all such restoration and repair is not completed within one hundred eighty (180) days following the occurrence of the damage, GRB shall have the right to terminate this Agreement upon written notice having immediate effect delivered to PH within one hundred twenty (120) days after one hundred eighty (180) days following the date of the damage and PH shall have no liability related to the failure of such completion to have occurred.

12.3 Excusable Delay. In the event that during the Term any party shall be delayed in or prevented from the performance of any of such party's respective agreements, covenants or obligations hereunder by reason of strikes, lockouts, unavailability of materials, failure of power, fire, earthquake or other acts of God, restrictive applicable laws, riots, insurrections, the act, failure to act or default of the other party, war, terrorist acts or other reasons wholly beyond its control and not reasonably foreseeable (each, an "Excusable Delay"), then the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed an Excusable Delay. Any claim for an extension of time due to an Excusable Delay must be made in writing and received by the other parties not more than fifteen (15) calendar days after the commencement of such delay, otherwise, such party's rights under this Section 12.3 shall be deemed waived.

12.4 No Extension of Term. Nothing in this Article 12 shall extend the Term and no other payments shall accrue during any period during which the Restaurant is closed by reason of such condemnation, casualty or Excusable Delay.

13. ARBITRATION.

13.1 Dispute Resolution. Except for a breach by PH of Article 6 or Section 14.17 or by Gordon Ramsay or GRB of Section 2.3, 2.4, or 14.17 or Article 6, as applicable, in the event of any other dispute, controversy or claim arising out of or relating to this Agreement between the parties to this Agreement ("Dispute"), any party may serve written notice (a "Dispute Notice") upon the other parties setting forth the nature of the Dispute and the relief sought, and the parties shall attempt to resolve the Dispute by negotiation. If the Dispute has not been resolved within thirty (30) days of receipt of a Dispute Notice, any party may serve on the other parties a request to resolve the Dispute by arbitration. All Disputes not resolved by the foregoing negotiation shall be finally settled by binding arbitration. Such arbitration shall be held in Las Vegas, Nevada in accordance with the Commercial Rules of Arbitration of the American Arbitration Association ("AAA"), in effect on the date of the Dispute Notice (the "Rules") by one or more arbitrators appointed in accordance with Section 13.2 hereof.

13.2 Arbitrator(s). If the claim in the Dispute Notice does not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00), there shall be a single arbitrator nominated by mutual agreement of Gordon Ramsay and/or GRB (as the case may be) and PH and appointed according to the Rules. If the claim in the Dispute Notice exceeds Two Hundred Thousand and 00/100 Dollars (\$200,000.00), the arbitration panel shall consist of three (3) members unless Gordon Ramsay and/or GRB (as the case may be) and PH agree to use a single arbitrator. One of the arbitrators shall be nominated by PH, one of the arbitrators shall be nominated by Gordon Ramsay and/or GRB (as the case may be) and the third, who shall serve as chairman, shall be nominated by the two (2) party-arbitrators within thirty (30) days of the confirmation of the nomination of the second arbitrator. If either Gordon Ramsay and/or GRB, on the one hand, or PH, on the other hand, fails to timely nominate an arbitrator in accordance with the Rules, or if the two (2) arbitrators nominated by Gordon Ramsay and/or GRB and PH fail to timely agree upon a

third arbitrator, then such arbitrator will be selected by the AAA Court of Arbitration in accordance with the Rules. The arbitral award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction over any of the parties or any of their assets.

14. MISCELLANEOUS.

14.1 No Partnership or Joint Venture. Nothing expressed or implied by the terms of this Agreement shall make or constitute any party hereto the agent, partner or joint venturer of and with any other party. Accordingly, the parties acknowledge and agree that all payments made to GRB under this Agreement shall be for services rendered as an independent contractor and, unless otherwise required by law, PH shall report as such on IRS Form 1099, and all parties shall report this for financial and tax purposes in a manner consistent with the foregoing.

14.2 Successors, Assigns and Delagees. Except as otherwise set forth in this Agreement, no party may assign this agreement or any right, benefit or obligation hereunder, or delegate any obligation hereunder, without the prior written of the other parties (which consent may be withheld in any such other party's sole discretion); provided, however, that PH may assign or delegate all or any portion of this Agreement to an Affiliate of PH and may assign this Agreement in whole as contemplated by Section 14.4; provided further, that (a) GRB may assign this Agreement in its entirety to Gordon Ramsay so long as, at or prior to such assignment, Gordon Ramsay becomes the exclusive owner of the GRB Marks and possesses and at all times during the Term will possess the necessary right to license the GRB Marks to PH pursuant to this Agreement, free and clear of any restrictions except those imposed by this Agreement, and (b) Gordon Ramsay may assign his interest in this Agreement in its entirety to a Person that is controlled by Gordon Ramsay (subject to: (i) Gordon Ramsay having first provided to PH written disclosure regarding such Person; and (ii) the Compliance Committee having issued its necessary approvals, shall not to be unreasonably withheld, conditioned or delayed), provided, that in the event of any change of control of such Person, the interest in this Agreement assigned by Gordon Ramsay shall be deemed to be automatically assigned back to Gordon Ramsay and PH shall have the right to terminate this Agreement pursuant to Section 4.2.7(a) (it being understood that any such change of control shall be deemed a material breach of this Agreement). Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and delagees.

14.3 Waiver of Rights. Failure to insist on compliance with any of the agreements, obligations and covenants hereof shall not be deemed a waiver of such agreements, obligations and covenants, nor shall any waiver or relinquishment of any right or power hereunder at anyone or more time or times be deemed a waiver or relinquishment of such rights or powers at any other time or times. The exercise of any right or remedy shall not impair PH's, Gordon Ramsay's or GRB's right to any other remedy.

14.4 Divestiture or Transfer of Management Rights of PH. Notwithstanding Section 14.2, PH may assign this Agreement to any purchaser or other acquirer of PH or to any entity to which PH assigns management or operational responsibility of PH. Notwithstanding the foregoing, Section 2.3 shall terminate upon consummation of such divestiture or assignment unless otherwise agreed by the acquirer or assignee.

14.5 Notices. Any notice or other communication required or permitted to be given by a party hereunder shall be in writing, and shall be deemed to have been given by such party to the other party or parties (a) on the date of personal delivery, (b) on the next business day following any facsimile transmission to a party at its facsimile number set forth below (if confirmation of transmission is received), (c) three (3) calendar days after being given to an international delivery company, or (d) ten (10) calendar days after being placed in the mail, as applicable, registered or certified, postage prepaid

addressed to the following addresses (each of the parties shall be entitled to specify a different address by giving notice as aforesaid):

If to PH:

Planet Hollywood Las Vegas, LLC
3667 Las Vegas Boulevard South
Las Vegas, Nevada 89109

With a copy (which shall not constitute notice) to:

Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, Nevada 89109
Attention: General Counsel

If to Gordon Ramsay:

Gordon Ramsay
c/o Gordon Ramsay Holdings Limited
1 Catherine Place London SW1E 6X
United Kingdom

With a copy (which shall not constitute notice) to:

Brian Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

If to GRB:

GR BURGR, LLC
c/o Rowen Seibel
200 Central Park South
19th Floor
New York, NY 10019

And to Gordon Ramsay and Stuart Gilles
At the address listed above for Gordon Ramsay

With a copy (which shall not constitute notice) to:

Brian Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

And to

Michael Thomas

Sheridans Solicitors
Alfred Place
London WC1E 7EA
United Kingdom

14.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

14.7 Severability. If any part of this Agreement is determined to be void, invalid or unenforceable, such void, invalid, or unenforceable portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void, invalid or unenforceable portions or provisions were never a part of this Agreement.

14.8 Amendment and Modification. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound; provided, that Gordon Ramsay may amend Exhibit B without PH's prior written consent upon reasonable prior notice to PH. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.9 Headings. Article or Section headings are not to be considered part of this Agreement and are included solely for convenience and reference and shall not be held to define, construe, govern or limit the meaning of any term or provision of this Agreement. References in this Agreement to an Article or Section shall be reference to an Article or Section of this Agreement unless otherwise stated or the context otherwise requires.

14.10 Governing Law; Submission to Jurisdiction; Specific Performance.

14.10.1 The laws of the State of Nevada applicable to agreements made in that State shall govern the validity, construction, performance and effect of this Agreement.

14.10.2 Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that monetary damages would be inadequate in the case of any breach by PH of Article 6 or Section 14.17 or Gordon Ramsay or GRB, as applicable, of the covenants contained in Section 2.3, 2.4, or 14.18 or Article 6 of this Agreement. Accordingly, each party shall be entitled, without limiting its other remedies and without the necessity of proving actual damages or posting any bond, to equitable relief, including the remedy of specific performance or injunction, with respect to any breach or threatened breach of such covenants and each party (on behalf of itself and its Affiliates) consents to the entry thereof in any affected jurisdiction. In the event that any proceeding is brought in equity to enforce the provisions of this Agreement, no party hereto shall allege, and each party hereto hereby waives the defense or counterclaim that there is an adequate remedy at law.

14.10.3 Subject to the provisions of Sections 13.1 and 14.10.1, Gordon Ramsay, GRB and PH each agree to submit to the exclusive jurisdiction of any state or federal court within the Clark County Nevada (the "Nevada Courts") for any court action or proceeding to compel or in support of arbitration or for provisional remedies in aid of arbitration, including any action to enforce the provisions of Article 13 (each an "Arbitration Support Action") or for any action or proceeding contemplated by Section 14.10.2. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding in a Nevada Court arising out of this Agreement

including, but not limited to, an Arbitration Support Action or action or proceeding contemplated by Section 14.10.2 and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

14.11 Interpretation. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and if any inconsistency or ambiguity exists herein, it shall not be interpreted against any party but according to the application of rules of the interpretation of contracts. Each party has had the availability of legal counsel with respect to its execution of this Agreement. The use of the terms "includes" or "including" shall in all cases herein mean "includes, without limitation" and "including, without limitation", respectively. All obligations and duties of Gordon Ramsay and/or his team to provide recommendations or advice to PH shall require Gordon Ramsay and his team to coordinate and provide only one communication with respect to such advice. The use of the terms "Gordon Ramsay and/or his team" or words of similar import shall in all cases herein mean "Gordon Ramsay shall, or shall cause one or more members of his team to," and the requirement of PH to obtain any consent or approval from Gordon Ramsay shall be satisfied upon the consent or approval of any team member of Gordon Ramsay designated by Gordon Ramsay/his team in writing and PH shall be entitled to rely on all communications from any such team member.

14.12 Third Persons. Except as provided in Section 14.15 and 14.16, nothing in this Agreement, expressed or implied, is intended to confer upon any Person other than the parties hereto any rights or remedies under or by reason of this Agreement.

14.13 Attorneys' Fees. The prevailing party in any dispute that arises out of or relates to the making or enforcement of the terms of this Agreement shall be entitled to receive an award of its expenses incurred in pursuit or defense of said claim, including, without limitation, attorneys' fees and costs, incurred in such action.

14.14 Counterparts. This Agreement may be executed in counterparts, each one of which so executed shall be deemed an original, and all of which shall together constitute one and the same agreement.

14.15 Indemnification Against Third Party Claims.

14.15.1 By PH. PH covenants and agrees to defend, indemnify and save and hold harmless Gordon Ramsay, GRB and their respective Affiliates and their and their respective Affiliates' stockholders, directors, officers, agents and employees from and against all claims, losses, expenses, obligations, liabilities, liens, demands, charges, litigation and judgments, including court costs and reasonable attorneys' fees, incurred or suffered by them arising directly or indirectly from any claim, action, suit, demand, assessment, investigation, arbitration or other proceeding by or in respect of any third Person (a "Third-Party Claim") arising out of PH's breach, performance or non-performance of its obligations under or in connection with this Agreement.

14.15.2 By Gordon Ramsay and GRB. Each of Gordon Ramsay (as to his breach, performance or non-performance) and GRB (as to its breach, performance and non-performance) covenants and agrees, severally, to defend, indemnify and save and hold harmless PH and its Affiliates and PH's and PH's Affiliates' respective stockholders, directors, officers, agents and employees from and against all claims, losses, expenses, obligations, liabilities, liens, demands, charges, litigation and judgments, including court costs and reasonable attorneys' fees, incurred or suffered by them arising directly or indirectly from any Third-Party Claim arising out of Gordon Ramsay's breach, performance or

non-performance of his obligations or GRB's breach, performance or non-performance of its obligations, as the case may be, under or in connection with this Agreement.

14.15.3 Procedures. In connection with any Third Party Claim for which a Person (any of such Persons, an "Indemnified Person") is entitled to indemnification under this Section 14.15, the Indemnified Person asserting a claim for indemnification under this Section 14.15 shall notify the party from which indemnification is being sought (the "Indemnifying Person") of such Third Party Claim and the Indemnifying Person shall, at its sole cost and expense, defend such Third Party Claim or cause the same to be defended by counsel designated by the Indemnifying Person and reasonably acceptable to the Indemnified Person. Notwithstanding the foregoing, the Indemnified Person, at the Indemnifying Person's expense, if the Indemnifying Person does not undertake and duly pursue the defense of such Third Party Claim in a timely manner or, in the case of PH, if the Third Party Claim is asserted by any Governmental Authority, may defend such action, suit or proceeding or cause the same to be defended by counsel designated by the Indemnified Person. Neither the Indemnified Person nor the Indemnifying Person shall settle or compromise any Third Party Claim that is the subject of a claim for indemnification under this Section 14.15 without the prior written consent of the other.

14.16 Withholding and Tax Indemnification.

14.16.1 If PH is required to deduct and withhold from any payments or other consideration payable or otherwise deliverable pursuant to this Agreement to Gordon Ramsay or GRB any amounts under the Internal Revenue Code of 1986, as amended (the "Code"), or any provision of United States federal, state, local or foreign law, statute, regulation, treaty, administrative ruling, pronouncement or other authority or judicial opinion, PH agrees that, prior to said deduction and withholding, it shall provide Gordon Ramsay and GRB with notice of same. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid. If requested by PH, GRB shall promptly deliver, or cause to be promptly delivered, to PH all the appropriate Internal Revenue Service forms necessary for PH, in its sole and absolute discretion deems necessary to make a determination as to its responsibility to make any such U.S. federal withholding with respect to any payment payable pursuant to this Agreement.

14.16.2 Notwithstanding anything to the contrary in this Agreement, GRB shall be responsible for and shall jointly and severally indemnify and hold harmless PH and its Affiliates against (i) all Taxes (including, without limitation, any interest and penalties imposed thereon) payable by or assessed against PH or any of its Affiliates with respect to all amounts payable by PH to GRB pursuant to this Agreement and (ii) any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) suffered or paid by PH or any of its Affiliates as a result of or in connection with such Taxes. PH shall have the right to reduce any payment payable by PH to GRB pursuant to this Agreement in order to satisfy any indemnity claim pursuant to this Section. For purposes of this Section, the term "Tax" or "Taxes" means all taxes, assessments, charges, duties, fees, levies or other governmental charges, including all federal, state, local and foreign income, franchise, profits, capital gains, capital stock, transfer, sales, use, value added, occupation, property, excise, severance, windfall profits, stamps, license, payroll, social security, withholding and other taxes, or other governmental assessments, duties, fees, levies or charges of any kind whatsoever, all estimated taxes, deficiency assessments, additions to tax, penalties and interest.

14.17 Confidentiality.

14.17.1 Each party agrees that it shall not use, nor shall it induce or permit others to use, any of the Confidential Information of another party for any purpose other than to further the purpose of

this Agreement consistent with the terms hereof or as otherwise contemplated hereby. Each party further agrees that it shall not reveal, nor shall it permit or induce others to reveal, any of the Confidential Information of another party to any other Person: (i) except to the Representatives of the receiving party to the extent such Persons require knowledge of the same in connection with the transactions contemplated in this Agreement; (ii) except as required to comply with applicable laws, regulation or legal process (but only after compliance with Section 14.17.2); and (iii) except as otherwise agreed by the party to which the Confidential Information belongs in writing. Each party receiving, or whose Representatives receive, Confidential Information of another party (a "Recipient") shall inform its Representatives of the proprietary nature of such Confidential Information and shall be responsible for any further disclosure of such Confidential Information by any such Representative unless the Recipient would have been permitted to make such disclosure hereunder. Each Recipient, upon written request following termination of this Agreement, shall destroy any Confidential Information of another party in its or any of its Representative's possession (and certify to the destruction thereof).

14.17.2 In the event that a Recipient or any of its Representatives is requested or required by applicable law, regulation or legal process to disclose any of the Confidential Information of another party, the Recipient will notify the other party promptly in writing so that the other party may seek a protective order or other appropriate remedy, or, in the other party's sole discretion, waive compliance with the terms of this Agreement. The Recipient agrees not to, and agrees to cause its Representatives not to, oppose any action by the other party to obtain a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or that the other party waives compliance with the terms of this agreement, the Recipient and its respective Representatives will furnish only that portion of the Confidential Information of the other party which the Recipient is advised by its counsel is legally required to be disclosed at that time and the Recipient will exercise its reasonable best efforts to obtain confidential treatment, to the extent available, for such Confidential Information so disclosed.

14.18 Subordination. For the avoidance of doubt, this Agreement does not create in favor of Gordon Ramsay or GRB any interest in real or personal property or any lien or encumbrance on PH or any ground or similar lease affecting all or any portion of PH (as the same may be renewed, modified, consolidated, replaced or extended, a "Ground Lease"). Each of Gordon Ramsay and GRB acknowledges and agrees that PH may from time to time assign or encumber all or any part of its interest in PH or any Ground Lease by way of any one or more mortgages, deeds of trust, security agreements or similar instruments (as the same may be renewed, modified, consolidated, replaced or extended, "Mortgages"), assign or encumber all or any part of its interest in this Agreement as security to any holder of a Mortgage or a landlord under a Ground Lease or enter into a Ground Lease. The rights of Gordon Ramsay and GRB hereunder whether with respect to PH and the revenue thereof or otherwise shall be inferior and subordinate to the rights and remedies of the holder of any Mortgage and the landlord under any Ground Lease. For the avoidance of doubt, neither Gordon Ramsay nor GRB shall have any right to encumber or subject PH or the Restaurant, or any interest of PH therein, to any lien, charge or security interest, including any mechanic's or materialman's lien, charge or encumbrance of any kind. GRB, at its sole cost and expense, shall promptly cause any and all such liens, charges or security interests to be released by payment, bonding or otherwise (as acceptable to PH in its sole discretion) within ten (10) days after GRB first has notice thereof. If GRB fails to timely take such action, PH may pay the claim relating to such lien, charge or security interest and any amounts so paid by PH shall be reimbursed by GRB upon demand.

14.19 Comps and Reward Points. Gordon Ramsay shall be entitled to reasonable comp privileges to be reasonably agreed to by the parties. PH shall cause the Restaurant to participate in PH's reward points system and the Restaurant shall be entitled to receive the point redemption thresholds in place as of the date of this Agreement for other first class, gourmet restaurants in PH. For purposes of

this Agreement, one reward point shall entitle the holder thereof to \$1.00 of food or beverage in the Restaurant.

14.20 Intellectual Property Rights. Except with respect to the GRB Marks and GR Materials, GRB acknowledges and agrees that PH shall own any works, trade names, trademarks, designs, trade dress, service names and service marks, and registrations thereof and applications for registration thereof, and all works of authorship, programs, techniques, processes, formulas, developmental or experimental work, work-in-process, methods or trade secrets and all other materials, work product, intangible assets or other intellectual property rights created or developed by any party for use in association with the Restaurant or otherwise pursuant to this Agreement except for any materials that that are created by any party pursuant to this Agreement in which any intellectual property rights of Gordon Ramsay, GRB and/or any of the Affiliates of either are embodied or incorporated, including all photographic or video images, all promotional materials and all marketing materials produced in accordance with this Agreement.

14.21 Additional Restaurant Projects. Additional Restaurant Projects. If PH elects to pursue any venture similar to the Restaurant (i.e., any venture generally in the nature of a burger centric or burger themed restaurant), GRB shall, or shall cause an Affiliate to, execute a development, operation and license agreement generally on the same terms and conditions as this Agreement, subject only to revisions agreed to by the parties, including revisions as are necessary to reflect the differences in such things as location, Project Costs, Initial Capital Investment, Operating Expenses and the potential for Gross Restaurant Sales between the Restaurant and such other venture and any resulting Section 8.1 threshold adjustments.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written hereinabove.

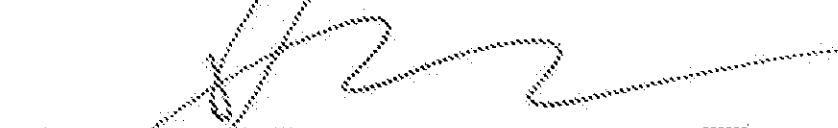
PHW Las Vegas, LLC dba Planet Hollywood
by its manager PHW Manager, LLC

By:

Name:

Its:

Date:



John W. R. Payne

Authorized Representative

12-14-12

Legal
Department

Digitally signed by Legal
Department
DN: cn=Legal Department, o=ou,
email=sazabocasters.com, c=US
Date: 2012.12.12 19:36:58 -0800

GR BURGR, LLC

By:

Ronan Seibel

Name:

Ronan Seibel

Its:

Managing Member

Date:

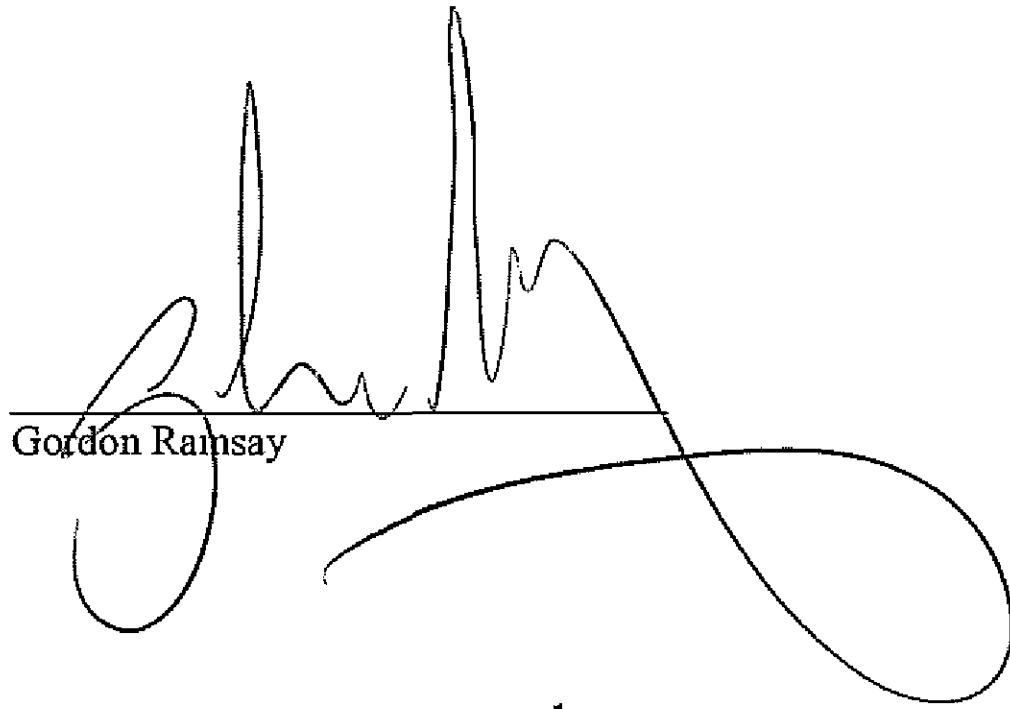
12/13/12

STUART GILLIES

MANAGING MEMBER

[Signature]

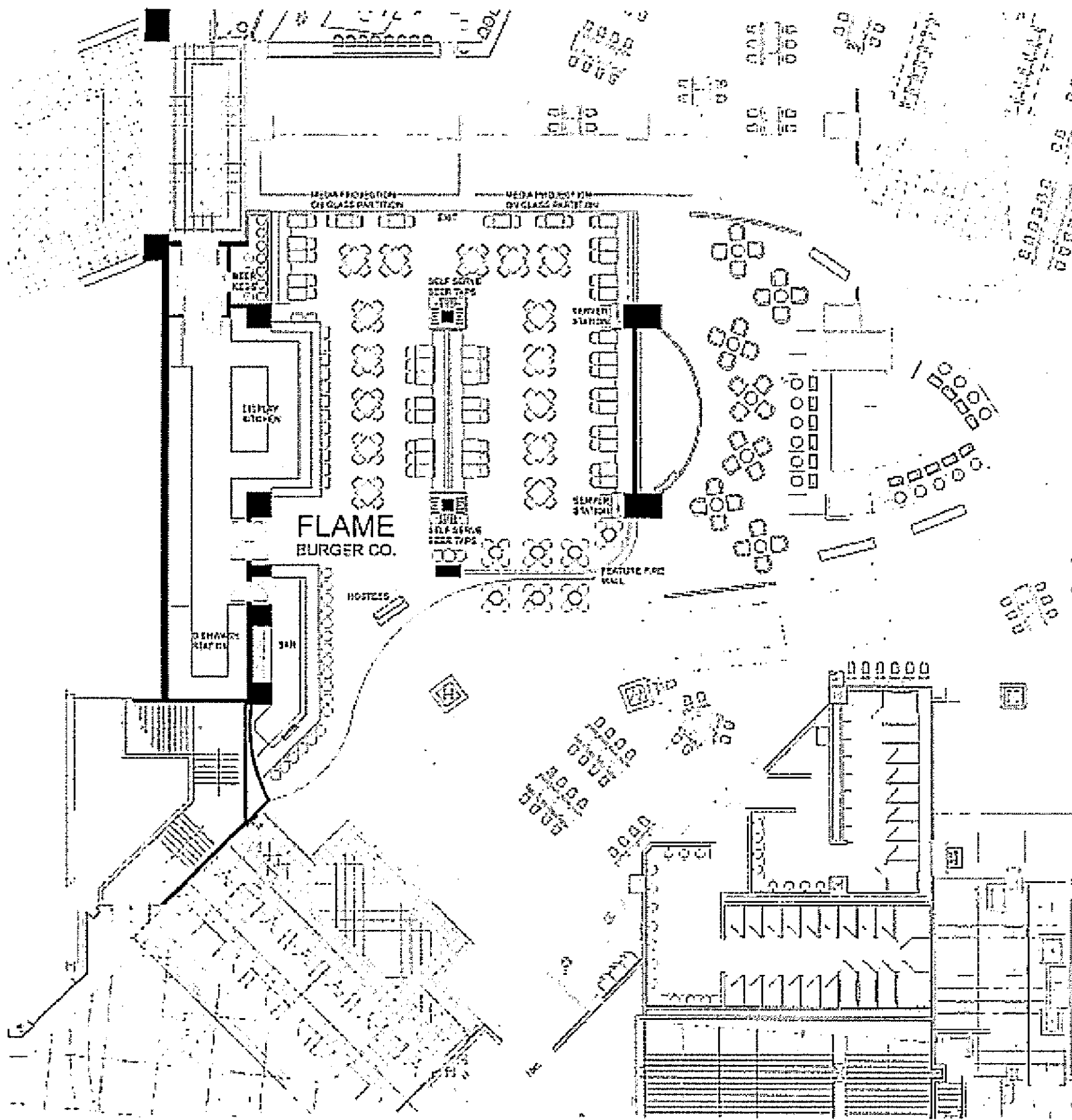
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Gordon Ramsay

EXHIBIT A
RESTAURANT PREMISES

(SEE ATTACHED)



PROPOSED PLAN
200 SEATS
3800 SF DINING AREA
1200 SF KITCHEN / SERVICE / BOH

Total Square Footage = 6450

EXHIBIT B

GRB MARKS



BURGR

G O R D O N R A M S A Y

Exhibit 2

DECLARATION OF ROWEN SEIBEL

I, Rowen Seibel, hereby declare the following:

1. I am an adult and competent to testify to all matters herein and am familiar with all issues and papers herewith.

2. I am the nominal plaintiff in the derivative action filed in the Eighth Judicial District Court of Clark County, Nevada, on behalf of GR Burgr LLC ("GRB").

3. I am, and at all relevant times have been, a member and manager of GRB.

4. I am making this declaration based upon my personal knowledge in support of the motion for a preliminary injunction ("Motion") against PHWLTV, LLC ("Planet Hollywood").

5. The exhibits cited in or attached to the Motion or cited in or attached hereto are true and correct copies of the matters presented.

I. The GRB LLC Agreement.

6. GRB is a Delaware limited liability company. At all relevant times, its equal members have been myself and Gordon Ramsay's entity, GR US Licensing LP ("GRUS"), a Delaware limited liability partnership. GRUS's general partner is Kavalake Limited ("Kavalake"), and Kavalake's director is British celebrity chef Gordon Ramsay ("Ramsay").¹

7. GRB was formed by myself and Ramsay to own and establish a restaurant that would be operated at Planet Hollywood in Las Vegas, Nevada, with the intention that further similar restaurants would be opened worldwide. The restaurant "concept" as developed by GRB was a casual, gourmet burger-centric restaurant, with a menu that featured burgers, fries and shakes, as well as other specialty dishes, using the freshest and highest quality ingredients, accompanied by specially created condiments with a unique presentation. The restaurant would have its own proprietary "look and feel," featuring an open, exposed kitchen where the burgers and other items are grilled on an open, wood fire. The restaurant

¹ Ex. 3, GRB LLC Agreement.

décor would include vivid colors and dark wood furnishings in modern design set that incorporated a flame-theme that was featured throughout the Restaurant.

8. As stated in the GRB LLC Agreement, GRB owns the trademarks BURGR and GR BURGR and any variation thereof without the words “Gordon Ramsay.”

9. As stated in the GRB LLC Agreement, GRB also owns rights relating to the burger-centric/burger-themed restaurant concept utilizing the BURGR and/or BURGR Gordon Ramsay marks, as well as the recipes and menus relating to the concept.

10. At all relevant times, GRB has had two equal managers: myself and Stuart Gillies, who was appointed by GRUS through Ramsay. Gillies reports to and is controlled by Ramsay.

A. GRB and GRUS Enter Into the License Agreement.

11. Around November 2012, GRB and GRUS entered a written license agreement (“License Agreement”).²

12. The parties to the License Agreement acknowledged GRUS owns the distinctive mark “BURGR Gordon Ramsay” (the “GRB Mark”).³

13. In the License Agreement, GRUS agreed to allow GRB to use the GRB Mark and to sublicense the GRB Mark for the operation of the Restaurant.⁴

² Ex. 4, License Agreement.

³ Ex. 4, License Agreement at pg. 1, Recital A; *see also* Schedule A to the License Agreement.

⁴ *Id.* at pg. 1, Recital D (“[GRUS] desires to grant [GRB] an exclusive license to the Mark and permit [GRB] to use the Mark solely in connection with the marketing and operation of restaurants and to sublicense the Mark to affiliated and unaffiliated third parties for the development, marketing and operation of first class restaurants under the name ‘BURGR Gordon Ramsay’ subject to, and in accordance with, the terms and conditions set forth in this Agreement.”); *see also Id.* at pgs. 1-2, ¶ 1.1 (“Upon the terms and conditions set forth in this Agreement, [GRUS] hereby grants to [GRB] the exclusive right to use the Mark for any and all purposes customarily necessary in connection with the development and operation of first class restaurants solely under the name ‘BURGR Gordon Ramsay’ (the ‘Restaurant Operation’) by [GRB], or by any Sublicensee (as hereinafter defined) which is approved by [GRUS] as set forth herein. The license granted hereunder is exclusive and [GRUS] shall not use, or license to any other person, the Mark for any purpose. The foregoing notwithstanding, [GRUS] and its affiliates are in no way limited or restricted in using and exploiting any other trademark or trade name that includes name ‘Gordon Ramsay’ nor from using the name Gordon Ramsay without limitation. As between [GRUS] and [GRB] all rights in and to the name Gordon Ramsay are expressly reserved to [GRUS]. All rights not expressly licensed to [GRB] are reserved to [GRUS]. For the avoidance of any

1 14. In the License Agreement, GRUS expressly acknowledged GRB owns (a) the trademarks
2 BURGR and GR BURGR and any variation thereof without the words “Gordon Ramsay,” “Ramsay,” or
3 “Gordon,” as noted in Schedule B to the License Agreement;⁵ and (b) the distinctive proprietary system for
4 operating the restaurant to be known as “BURGR Gordon Ramsay” (the “Restaurant”)⁶, as well as the
5 concept, ingredients, menu items, menus, methods of inventory, operations control, equipment, design,
6 methods of preparation, recipes, signature products, and specifications for food products and beverages to
7 be used in the Restaurant.

8 15. Hereinafter, the phrase “General GR Materials” refers to the Restaurant’s distinctive
9 propriety system for operating the Restaurant, including the concept, ingredients, menu items, menus,
10 methods of inventory, operations control, equipment, design, methods of preparation, recipes, signature
11 products, and specifications for food products and beverages.

12 16. GRB agreed to pay GRUS the revenues received from any sublicensee of the GRB Mark
13 multiplied by twenty percent, except for any revenues received from any restaurants in the United States
14 owned or operated by Caesar’s, Harrah’s, or Planet Hollywood.⁷

15
16
17 doubt [GRB] shall have no rights to use the name Gordon Ramsay in connection with the [GRB] Marks or
otherwise howsoever save as expressly set out herein or as approved in writing by [GRUS].”)

18 ⁵ *Id.* at pg. 1, Recital C (“[GRB] is the owner of certain distinctive trade names, service marks,
19 trademarks, logos, emblems, and indicia of origin, including but not limited to the marks set forth on
20 Schedule B attached hereto, and such other trade names, service marks and trademarks as may be
developed from time to time by Licensee and its affiliates, which in no event include or shall at any time
include the name ‘Gordon Ramsay’ (the ‘Licensee Marks’).”); *see also* Schedule B to the License
Agreement.

21 ⁶ *Id.* at pg. 1, Recital B (“[GRB] has developed, and owns and operates a burger-centric/burger-
22 themed restaurant concept (‘Concept’).”); *see also Id.* at pg. 1, ¶ 1.1 (defining “BURGR Gordon Ramsay”
23 as the “Restaurant Operation”); *Id.* at pg. 2, ¶ 1.5 (“[GRUS] hereby acknowledges that [GRB] has
24 developed and owns the Concept and a distinctive proprietary system for operating restaurants, including,
25 without limitation the Restaurant Operation using the Concept, which system includes, without limitation,
26 unique menus and menu items, ingredients, recipes, signature products, methods of preparation,
specifications for food products and beverages, methods of inventory, operations control, equipment and
design, other than the Mark or name ‘Gordon Ramsay’ that may be included therein or thereon, all of
which may be improved, furthered and developed from time to time by [GRB] and its affiliates, (the
‘System’). [GRUS] further acknowledges that as between [GRUS] and [GRB] the System is the sole and
exclusive property of [GRB].”)

27 ⁷ Ex. 3, GRB Operating Agreement at pgs. 9-10, ¶ 7.4(c) (“Notwithstanding anything to the contrary
28 herein contained, [GRB] shall distribute to GRUS, as a fee (the ‘Premium License Fee’) for the Licensed

1 **II. GRB and Planet Hollywood Entered the Development Agreement.**

2 17. In December 2012, Mr. Ramsay, GRB, and PHW Las Vegas, LLC entered a Development,
3 Operation and License Agreement (the “Development Agreement”) concerning the design, development,
4 construction, and operation of the Restaurant inside the Planet Hollywood hotel in Las Vegas.⁸

5 18. Around July 2013, PHW Las Vegas, LLC assigned its interest in the Development
6 Agreement to Planet Hollywood with the consent of GRB and Mr. Ramsay.⁹

7 **A. GRB Licensed the General GR Materials to Planet Hollywood.**

8 19. In Article 6 of the Development Agreement, GRB licensed the GRB Marks and General GR
9 Materials to Planet Hollywood to use in connection with the Restaurant.¹⁰ In return, Planet Hollywood
10 agreed to pay GRB a license fee (the “License Fee”) based upon the Restaurant’s gross sales.¹¹

11 20. The Development Agreement obligated Planet Hollywood to pay the License Fee to GRB.¹²
12 It did not give GRUS, Mr. Ramsay, or an affiliate of Mr. Ramsay any right to receive the License Fee.

13 21. At all relevant times, GRB has entrusted and relied upon Planet Hollywood to maintain
14 accurate and complete records and to compute the amount of monies due under the Development
15 Agreement. Planet Hollywood has had and continues to have exclusive possession, custody, and control of
16

17
18 Rights, an amount equal to (a) all and any revenues actually received from the agreement with any
19 sublicensee for the use of the Licensed Rights other than for a location in the USA owned or operated by
20 Caesar’s, Harrah’s or Planet Hollywood (the “Eligible Sublicense Revenues”) multiplied by (b) twenty
21 percent (20%).”); see also the License Agreement at pg. 3, ¶ 4(a) (“[GRB] shall pay [GRUS] a license fee
pursuant to Section 7.4 of [GRB’s] Limited Liability Company Agreement relating to the sublicense of
the Mark, except with respect to any Restaurant Operations owned and operated by Caesars, Harrah’s or
Planet Hollywood in the USA.”)

22 ⁸ Ex. 1, Development Agreement at pg. 1, Recital ¶ C.

23 ⁹ Ex. 5, July 19, 2013 Letter.

24 ¹⁰ Ex. 1, Development Agreement at pg. 18, ¶ 6.3 (“Subject to section 6.1 and to the payment of the
License Fee and compliance with the terms of this Agreement, each of Gordon Ramsay and GRB as
necessary hereby grants to [Planet Hollywood] and its Affiliates a non-exclusive, non-transferable,
limited, non-sublicensable right and license, during the Term (the ‘License’), to use and employ GRB
Marks and the General GR Materials solely on and in connection with the operation of the Restaurant in
the Restaurant Premises and the marketing and promotion thereof, and in connection with the marketing,
promotion and retail sale of certain products in the Restaurant Premises as is contemplated in Section 3.4
under the terms and conditions set forth in this Agreement.”)

25 ¹¹ *Id.* at pg. 21, ¶¶ 8.1.1 – 8.1.2.

26 ¹² *Id.* at pg. 21, ¶ 8.1.1 (“[Planet Hollywood] shall pay to GRB a fee”)

1 the documents needed to compute and verify those amounts. Without access to those documents, GRB
2 would be unable to verify independently those amounts.

3 **B. Planet Hollywood Cannot Operate the Restaurant or Use the General GR Materials**
4 **Following the Termination of the Development Agreement and Must Continuing**
5 **Paying the License Fee.**

6 22. Upon its termination, the Development Agreement obligates Planet Hollywood to cease
7 operating the Restaurant and using the General GR Materials.¹³

8 23. It also obligates Planet Hollywood to pay the License Fee to GRB for the limited time
9 period it is permitted to continue to operate the Restaurant after termination.¹⁴

10 **C. The Development Agreement Entitles GRB to Seek Injunctive Relief.**

11 24. The Development Agreement permits GRB to seek injunctive relief in the event of a breach
12 of Article 6 by Planet Hollywood.¹⁵ Planet Hollywood expressly waived any need for GRB to post any
13 securities for an injunction.¹⁶ It also expressly waived any right to argue GRB can be made whole through

14 ¹³ *Id.* at pgs. 13-14, ¶ 4.3.2(a) (“Upon expiration or termination of this Agreement: (a) [Planet
15 Hollywood] shall cease operation of the Restaurant and its use of any GRB Marks and GR Materials . . .
16 .”); *see also Id.* at pg. 14, 4.3.2(e) (“[Planet Hollywood] shall have the right, but not the obligation,
17 immediately or at any time after such expiration or termination, to operate a restaurant in the Restaurant
18 Premises; provided, however, such restaurant shall not use the Restaurant’s food and beverage menus or
19 recipes developed by GRB and/or Gordon Ramsay or use any of the GRB Marks or General GR
20 Materials.”); *Id.* at pg. 14, ¶ 4.3.3(b) (“Upon expiration or termination of this Agreement: (b) Subject to
21 Section 4.3.2(a), Gordon Ramsay and/or GRB shall retain all right, title and interest in and to the GRB
22 Marks and General GR Materials and all right title and interest in and to the Restaurant’s food and
23 beverage menus and recipes developed by GRB and/or Gordon Ramsay.”)

24 ¹⁴ *Id.* at pgs. 13-14, ¶ 4.3.2(a) (“[D]uring the applicable post-termination period during which [Planet
25 Hollywood] is operating the Restaurant, [Planet Hollywood] shall continue to be obligated to pay GRB all
26 amounts due GRB hereunder that accrue during such period in accordance with the terms of this
27 Agreement as if this Agreement had not been terminated”)

28 ¹⁵ *Id.* at pg. 30, ¶ 14.10.2 (“Notwithstanding any other provision of this Agreement, the parties
acknowledge and agree that monetary damages would be inadequate in the case of any breach by [Planet
Hollywood] of Article 6 Accordingly, each party shall be entitled, without limiting its other
remedies and without the necessity of proving actual damages or posting any bond, to equitable relief,
including the remedy of specific performance or injunction, with respect to any breach or threatened
breach of such covenants and each party (on behalf of itself and its Affiliates) consents to the entry thereof
in any affected jurisdiction. In the event that any proceeding is brought in equity to enforce the provisions
of this Agreement, no party hereto shall allege, and each party hereto hereby waives the defense or
counterclaim that there is an adequate remedy at law.”)

¹⁶ *Id.* (“[E]ach party shall be entitled, without limiting its other remedies and without the necessity of
proving actual damages or posting any bond”)

monetary damages or has an adequate remedy at law.¹⁷

III. The Restaurant Opens and Has Been Very Successful and Profitable.

25. The Restaurant opened in or about December 20, 2012.

26. As was originally conceived, the Restaurant is a casual, gourmet burger-centric restaurant, with a menu that featured burgers, fries and shakes, as well as other specialty dishes, using the freshest and highest quality ingredients. The menu utilizes the recipes specifically created for the Restaurant, and includes items such as “Beer Battered Maui Onion Rings”, “Hog Burger”, “Uber Cheese Burger”, “Chanterelle Burger”, “Southern Yardbird Burger”, “Fish and Crisp Sandwich”, “Truffle Parmesan Fries”, and shakes and desserts that feature a variety of pudding flavors. The Restaurant has its own distinctive “look and feel,” featuring an open, exposed kitchen where the burgers and other items are grilled on an open, wood fire. The Restaurant décor includes vivid colors and dark wood furnishings in modern design set that incorporates a flame-theme featured throughout the Restaurant. Photographs of the Restaurant are attached hereto as Exhibit 6.

27. The menu has changed very little since opening. A copy of the menu from June 2013 is attached as Exhibit 7. A copy of the menu currently found on the restaurant’s website is attached as Exhibit 8, and a copy of the menu obtained directly from the Restaurant on January 3, 2017, is attached as Exhibit 9. As these menus show, the vast majority of menu items using GRB’s recipes have remained the same over the years, although GRB provided some additional recipes for new menu items over the years.

28. The Restaurant has been very successful since its opening. It received numerous positive reviews in the press. The Restaurant generated approximately \$17 million in revenues annually and generated profits of over \$4 million per year. In addition, the Restaurant has generated an average of \$1 million annual licensing fee paid by Planet Hollywood to GRB.

IV. Planet Hollywood’s Alleged Termination Is Not Valid.

29. On or around September 21, 2016, the Development Agreement was purportedly terminated

¹⁷ *Id.* (“[E]ach party hereto hereby waives the defense or counterclaim that there is an adequate remedy at law.”)

1 under Section 4.2.5 due to my alleged unsuitability.¹⁸ This alleged termination was not valid for a number
2 of reasons.

3 **A. The Development Agreement Was Not Terminate by the Proper Party.**

4 30. Section 4.2.5 of the Development Agreement states, “This Agreement may be terminated by
5 [Planet Hollywood] upon written notice to GRB and Gordon Ramsay having immediate effect as
6 contemplated by Section 11.2.”¹⁹ Similarly, Section 11.2 states, “[Planet Hollywood] shall, without
7 prejudice to any other rights or remedies of [Planet Hollywood] including at law or in equity, have the right
8 to terminate this Agreement and its relationship with Gordon Ramsay and GRB.”²⁰

9 31. On or around September 21, 2016, “Caesars” sent a letter to GRB (the “Termination
10 Letter”) allegedly terminating the Development Agreement under Section 4.2.5 for purported suitability
11 reasons related to my guilty plea.²¹ This termination was not valid because, among other reasons, it was
12 not issued by Planet Hollywood. The letter was sent by “Caesars”, which is defined in the letter as PHW
13 Las Vegas, dba PHW Manager LLC. PHW Las Vegas had long before assigned all its rights to the
14 Development Agreement and no longer had rights to, or interest in, that Agreement. Because the
15 termination was not issued by Planet Hollywood, but by an entity that was not a party to the Agreement, it
16 is my understanding that the termination is not valid.
17

18 **B. Planet Hollywood and Ramsay Have Been Conspiring to Force Me Out of GRB**
19 **and Other Restaurants**

20 32. The alleged termination was not valid for the additional reason that Caesars Entertainment
21 Corporation and its affiliates (“Caesars”), Planet Hollywood and Ramsay had already been conspiring to
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23 ¹⁸ Ex. 10, M. Clayton Sept. 21, 2016 Letter.

24 ¹⁹ Ex. 1, Development Agreement at pg. 12, ¶ 4.2.5 (“This Agreement may be terminated by [Planet
Hollywood] . . . as contemplated by Section 11.2.”).

25 ²⁰ *Id.* at pg. 26, ¶ 11.2 (Planet Hollywood “shall, without prejudice to any other rights or remedies of
[Planet Hollywood] including at law or in equity, have the right to terminate this Agreement and its
26 relationship with Gordon Ramsay and GRB.”) (emphasis added).

27 ²¹ Around August 2016, I pled guilty to one count of obstructing or impeding the due administration
of the internal revenue laws under 26 U.S.C. § 7212(a).
28

1 force me out of the Restaurant, and improperly invoked the “unsuitability” clause as a sham basis for
2 terminating the Development Agreement.

3 33. Planet Hollywood and Ramsay began efforts in 2016 to force me out of the Restaurant and
4 misappropriate the Restaurant and revenues for themselves. These efforts were part of a broader scheme
5 by Caesars and Ramsay to force me out of a number of restaurants and misappropriate the revenues and
6 profits from these restaurants for themselves so that they did not have to share such revenues and profits
7 from of these very successful restaurants with me.

8 34. For example, in January 2015, Caesars Entertainment Operating Company, Inc. (“CEOC”)
9 filed for bankruptcy protection under Chapter 11 in United States Bankruptcy Court, Northern District of
10 Illinois, Eastern Division, together with a number of its subsidiaries and affiliates. In or around June 2015,
11 Caesars, CEOC, and their affiliated companies, together with Ramsay, began to make concerted efforts to
12 force me and my affiliates out of restaurant ventures we had together for no compensation, notwithstanding
13 the fact that in some cases I and/or my affiliated entities had invested 50% of the capital required to
14 develop and open the restaurant and the parties had contractually agreed that restaurants of such type could
15 not be operated without my affiliated entity that was the contracting party.

16 35. In June 2015, CEOC and/or its affiliate Desert Palace, Inc. (“DPI”) wrongfully moved to
17 reject, in the Chapter 11 proceedings, the Development and Operation Agreement between LLTQ
18 Enterprises, LLC (“LLTQ”), a former affiliate of mine, and DPI relating to the development and operation
19 of the Gordon Ramsay Pub and Grill at Caesars Palace in Las Vegas for which LLTQ had invested 50% of
20 the capital required to open the restaurant. When LLTQ challenged the rejection on the basis, among many
21 other reasons, that the agreement between DPI and LLTQ was integrated with the agreement between DPI
22 and Ramsay (and its affiliate) and that DPI could not reject one without the other or keep the restaurant
23 open without LLTQ, DPI sought to reject the corresponding Ramsay agreement and simultaneously obtain
24 court approval for a brand new Ramsay agreement, to the exclusion of LLTQ, that was less beneficial to
25 DPI and it’s the bankruptcy estate than the prior Ramsay agreement. Notwithstanding LLTQ’s significant
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1 investment, the foregoing acts would rob LLTQ of 50% of the profits from such restaurants to which it was
2 contractually entitled and provide DPI and Ramsay with approximately \$2 million per annum that would
3 otherwise be due to LLTQ.

4 36. CEOC and its affiliate Boardwalk Regency Corporation engaged in a similar scheme to take
5 away the revenue stream of FERG, LLC (another one of my former affiliates) with regard to FERG's
6 interest in the Gordon Ramsay Pub and Grill at Caesars Atlantic City.

7 37. In July 2016, Caesars filed pleadings in case no. 15-01145 in the United States Bankruptcy
8 Court for the Northern District of Illinois, Eastern Division, indicating that Caesars would formally reject
9 the operating and license agreement for the Serendipity restaurant in Las Vegas, Nevada. Not surprisingly,
10 I learned recently from press reports that the new restaurant in the same space will be a Gordon Ramsay
11 restaurant. Once again, it appears Caesars and Ramsay conspired to force out another restaurant so that
12 Ramsay could replace it with his restaurant.

13 38. Planet Hollywood and Ramsay are engaged in a similar scheme regarding the Restaurant.

14 39. In late 2015 and early 2016, Planet Hollywood and Ramsay began discussing a scheme by
15 which they would open new burger-centric/burger-themed restaurants together without my participation.
16 When I objected these efforts, I believe that they began efforts to force me out of the Restaurant and keep
17 all the profits for themselves.

18 40. On April 7, 2016, Ramsay informed me that he had unilaterally instructed Planet Hollywood
19 to pay Ramsay's entity, and not GRB, 50% of monies due GRB under the Development Agreement. In
20 contravention of the Development Agreement, Planet Hollywood agreed. I never agreed to this
21 arrangement and GRB never consented to this arrangement that was contrary to the Development
22 Agreement.

23 41. Beginning in April 2016 Planet Hollywood paid 50% of monies due to GRB directly to
24 Ramsay. I believe that this arrangement was the first step in the joint effort by Planet Hollywood and
25 Ramsay to wrest the Restaurant from me so that they did not have to share the revenues with me.
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1 42. Around April 11, 2016, I attempted to transfer my interest in GRB to The Seibel Family
2 2016 Trust, but GRUS rejected that attempted transfer without basis. I believe that Planet Hollywood was
3 aware of Ramsay's baseless rejection of my transfer and conspired with Ramsay to cause the rejection.

4 43. My suspicion was confirmed when we received Ramsay and Planet Hollywood's
5 correspondence in September 2016. In a September 15, 2016 letter, Ramsay informed Planet Hollywood
6 that it had rejected my attempted transfer and "asks" Planet Hollywood to confirm that it too would reject
7 the transfer. (Ex. 11, Sept. 15, 2016 Letter.) Not surprisingly, Planet Hollywood immediately responded
8 stating that it would not consent to my proposed transfer. (Ex. 12.) It is clear to me from this
9 correspondence that Ramsay and Planet Hollywood had long before agreed to reject my proposed transfer
10 and were now only looking to "paper" their previous agreement.

11 44. That baseless rejection of my transfer provided Planet Hollywood with a sham excuse to
12 further its efforts to force me out of the Restaurant when on August 19, 2016, judgment was entered on my
13 guilty plea in the Southern District of New York to one count of obstructing or impeding the due
14 administration of the internal revenue laws under 26 U.S.C. § 7212(a)²².

15 45. Neither Ramsay nor Planet Hollywood was aware in April 2016 of the tax investigation that
16 resulted in the judgment against me when they conspired to reject my proposed transfer.

17 46. In fact, prior to Planet Hollywood's alleged termination, I requested that Planet Hollywood
18 inform me as to the objections it had to the proposed transfer, but Planet Hollywood ignored my request.

19 47. I had also requested that Planet Hollywood work with me to arrive at an assignee that could
20 be mutually agreeable to me and Planet Hollywood, but Planet Hollywood ignored my request.

21 48. My proposed transfer would have dispositively cured any alleged problem identified by
22 Planet Hollywood as being the reason for terminating the Development Agreement. I remain ready, able,
23 and willing to disassociate himself from GRB.

24 49. However, Planet Hollywood and Gordon Ramsay have colluded to prevent me from
25
26

27 ²² I had pled guilty to the charge on April 18, 2016.
28

1 transferring my interest in GRB. This shows that removing me effectively cures any allegation that I am
2 unsuitable and that the real reason to terminate the Development Agreement is predicated upon Planet
3 Hollywood and Ramsay's desire to retain my portion of the monies owed to GRB for itself. The alleged
4 determination that I am an "unsuitable" person was not made in good faith and was a sham basis to fulfill
5 the scheme previously hatched by Planet Hollywood and Ramsay to force me out of the Restaurant (and
6 other restaurants) and retain my share of the profits for themselves.

7 50. When it deemed me "unsuitable," Planet Hollywood did not in good faith anticipate that it
8 or its affiliates would be subject to disciplinary actions relating to its gaming or alcohol licenses as a result
9 of the judgment against me.²³

10 51. Neither myself nor GRB has been found to be an "unsuitable person" by the Nevada
11 Gaming Control Board.

12 52. Planet Hollywood has never been sanctioned, fined, reprimanded by the Nevada Gaming
13 Control Board, or any other Nevada Gaming Authority, as a result of my association with GRB.

14 53. Planet Hollywood has not sustained any monetary damages whatsoever as a result of my
15 association with GRB.

16 54. The purported basis for this termination was in bad faith, since while PHW Las Vegas was
17 providing notice of termination based on my guilty plea, Caesars and other affiliates of Planet Hollywood
18 were engaged in relationships and were parties to contracts with notorious criminals with long histories of
19 arrests and convictions, including some for violent crimes, the most recent of which appears to be the
20 Rapper T.I. whose name is promoted all over Las Vegas as a method to attract people to the club within a
21 Caesars property where he is performing with the obvious hope of the same also resulting in additional
22 casino activity. Caesars and other affiliates of Planet Hollywood also have a long history of contracting
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24
25 ²³ I am not an Unsuitable Person under the Development Agreement. An "Unsuitable Person," as
26 defined in the Development Agreement in Section 1, is a person (a) "whose association with [Planet
27 Hollywood] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss
28 of, inability to reinstate or failure to obtain gaming and alcohol licenses held by Caesars ..."

1 with and promoting professional boxers and boxing promoters who had extensive arrest and criminal
2 conviction records to financially gain not just from the boxing matches but also from the additional activity
3 such matches would attract to their casinos.

4 55. Caesars and other affiliates of Planet Hollywood had a long history of continuing to do
5 business with persons under similar circumstances. Caesars and Planet Hollywood have in the past
6 contracted with, or remained in contract with parties to operate restaurants or clubs in spite of indictments
7 and/or felony convictions of such parties without any disciplinary action to Caesars or Planet Hollywood.

8 **B. *GRB Was Not Given a Reasonable, Fair, and Good Faith Opportunity to Disassociate***
9 ***With Me.***

10 56. Prior to the purported termination of the Development Agreement, GRB was not afforded a
11 reasonable, fair, and good faith opportunity to cure its association with me.²⁴

12 a. On or around April 11, 2016, I requested that GRUS allow me to transfer my interest
13 in GRB to The Seibel Family 2016 Trust and appoint Craig Green as a manager to replace me.²⁵ GRUS
14 and Mr. Gillies rejected that request.²⁶

15 b. On or around September 2, 2016, “Caesars”, defined in that letter as collectively
16 PHW Las Vegas and PHWM, sent a letter to GRB demanding that within ten business days, it terminate its
17 relationship with me and provide written evidence of the same.²⁷

18 c. On or around September 12, 2016, GRUS and Mr. Gillies sent a letter to my counsel
19 demanding that I disassociate from GRB “and fully comply with Caesars’ requirements within their
20 timeline.”²⁸ It was disingenuous for GRUS and Mr. Gillies to demand that I disassociate from GRB given
21 they previously blocked my very effort to do so.

22 d. On or around September 15, 2016, GRUS and Mr. Ramsay sent a letter to PHW Las
23 Vegas claiming I had “declined to accede” to their demand three days earlier for me to dissociate from
24

25 ²⁴ To be clear, I do not concede or agree that I am an unsuitable person.
26 ²⁵ Ex. 13, R. Seibel April 11, 2016 Letter.
27 ²⁶ Ex. 14, S. Gillies April 13, 2016 Letter, and Ex. 11, Sept 15, 2016 Letter.
28 ²⁷ Ex. 15, M. Clayton Sept. 2, 2016 Letter.
²⁸ Ex. 16, K. Gaut Sept. 12, 2016 Letter.

1 GRB.²⁹

2 e. On or around September 20, 2016, my counsel sent an email to Caesars' counsel
3 concerning Caesars' demand for me to disassociate from GRB.³⁰ The email noted my counsel had
4 attempted to reach Caesars' counsel via telephone on September 9 and 20, 2016, but did not receive a
5 return call.³¹ The email extrapolated upon my intent to transfer my interest in GRB to The Seibel Family
6 2016 Trust and invited Caesars to speak with my counsel concerning the same.³² I have been informed
7 Caesars did not accept my counsel's invitation or make any effort thereafter to discuss my intent to transfer
8 my interest in GRB to The Seibel Family 2016 Trust.

9 f. On or around September 21, 2016, PHW Las Vegas sent a letter purportedly
10 terminating the Development Agreement on the alleged grounds GRB failed to disassociate with me.³³

11
12 **C. *Planet Hollywood is in Breach of the Development Agreement.***

13 57. Even though Planet Hollywood claims to have terminated the Development Agreement,
14 Planet Hollywood did not cease operations of the Restaurant after the purported termination.

15 58. In direct violation of the Development Agreement, Planet Hollywood has refused to cease
16 operating the Restaurant, cease using the General GR Materials and GRB Mark, and pay the License Fee to
17 GRB for the period of time it has operated the Restaurant and used the General GR Materials and GRB
18 Mark.

19 59. As of the date of the Motion, the Restaurant remains in operation, and Planet Hollywood is
20 continuing to use the General GR Materials and GRB Mark. The menu is the same. The recipes are the
21 same. The décor of the Restaurant, its look and feel, remain the same. The only thing that has changed is
22 that Planet Hollywood and Ramsay have stopped paying me. Planet Hollywood also is continuing to do
23 business with Mr. Ramsay and to operate the Restaurant with Mr. Ramsay, which is not permitted under
24

25 ²⁹ Ex. 11, D. Reaser Sept. 15, 2016 Letter.

26 ³⁰ Ex. 17, B. Ziegler Sept. 20, 2016 Email to M. Clayton.

27 ³¹ *Id.*

28 ³² *Id.*

³³ Ex. 10, M. Clayton Sept. 21, 2016 Letter.

the Development Agreement.

1. Planet Hollywood Refuses to Pay the License Fee to GRB and Paid Some of the License Fee to Mr. Ramsay.

60. Even though Planet Hollywood is continuing to operate the Restaurant and use the General GR Materials, Planet Hollywood has failed to make the required payments to GRB.

61. Moreover, it is believed Planet Hollywood has paid and is continuing to pay all or a portion of the License Fee to Mr. Ramsay or an affiliate:

a. In 2016, I received, through counsel, a letter indicating Mr. Ramsay and Planet Hollywood had reached an agreement amongst themselves for Planet Hollywood to pay a portion of the License Fee to Mr. Ramsay or an affiliate.

b. The following chart identifies the payments GRB received under the Development Agreement:

Date	Amount
10/19/2016	\$115,789.44
7/15/2016	\$127,618.99
4/18/2016	\$124,615.99
1/15/2016	\$271,487.60
10/14/2015	\$283,560.76
7/15/2015	\$275,970.89
4/15/2015	\$255,832.40
1/13/2015	\$249,799.80
10/14/2014	\$214,587.90
7/16/2014	\$222,718.66
4/15/2014	\$213,142.54
1/16/2014	\$145,125.04
10/10/2013	\$292,231.58
7/12/2013	\$203,427.54
4/15/2013	\$118,688.59
1/18/2013	\$10,367.27

c. As evident from the above chart, around the time Mr. Ramsay and Planet Hollywood

1 entered the aforementioned agreement, the amounts of the payments drastically decreased. It is believed
2 those decreases were due to payment of the License Fee to Mr. Ramsay or an affiliate.
3

4 On the 2 day of March, 2017, it is declared under penalty of perjury under the
5 law of the State of Nevada and the United States that the foregoing is true and correct to the best of my
6 knowledge, information, and belief.
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8 
9 ROWEN SEIBEL
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Exhibit 3

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GR BURGR, LLC**

LIMITED LIABILITY COMPANY AGREEMENT ("Agreement"), entered into as of this [] day of December 2012, by and between **ROWEN SEIBEL** with an address at 200 Central Park South, 19th Floor, New York, New York 10019, USA (hereinafter "Seibel") and **GR US LICENSING, LP**, a Delaware limited liability partnership, ("GRUS") with an address at 2711 Centerville Road Suite 400, Wilmington DE 19808. Seibel and GRUS are sometimes hereinafter individually referred to as a "Member" and collectively, with any additional or substitute members, as the "Members."

WITNESSETH:

WHEREAS, the Members desire to conduct business as a limited liability company pursuant to the laws of the State of Delaware, such company to be known as GRUS BURGR, LLC (the "Company or the 'LLC'");

WHEREAS, the Members desire that, subject to the terms hereof, each of Seibel and GRUS shall be entitled to designate one manager to serve as a manager of the Company pursuant to the terms hereinafter set forth (each such manager is sometimes hereinafter referred to individually as a "Manager" and collectively as the "Managers");

WHEREAS, simultaneously with the execution hereof, GRUS and the Company are entering into that certain License Agreement (the "License Agreement") pursuant to which GRUS will license to the Company the trademark that includes the name "Gordon

Ramsay”, “BURGR Gordon Ramsay” as more particularly shown in Schedule 1 (the “Licensed Trademark”) upon the terms and conditions set forth in the Licence Agreement (the “Licensed Rights”);

WHEREAS, the Company owns (a) the trademark “BURGR” and any variation thereof, but notwithstanding anything to the contrary herein contained specifically excluding any mark that includes the name “Gordon Ramsay” (the “Company Trademarks”), (b) the rights relating to the burger-centric/burger-themed restaurant concept utilizing the Licensed Rights and/or a Company Trademark (the “Concept”), and (c) the recipes and menus relating to the Concept, (but specifically excluding the Licensed Trademark or the name “Gordon Ramsay” appearing therein or thereon (the “Recipes and Menus”). The Company Trademarks, the Concept and the Recipes and Menus are referred to collectively and sometimes singularly as the Company Rights.

WHEREAS, the Members desire the Company to (a) own, develop and operate directly or through wholly or partially-owned subsidiaries, and/or to provide services to affiliates and unaffiliated parties who own, develop and operate, first class Concept restaurants using the Licensed Rights, and/or the Company Rights, and (b) to license the Company’s Rights and/or sublicense the Licensed Rights, to affiliates and non-affiliates in connection with their ownership, development and operation of a Concept restaurant;

WHEREAS, the Members desire that this Agreement serve as the limited liability company agreement for the Company, its Members and its Managers, setting forth the relative rights, responsibilities, benefits and obligations of each.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and representations set forth herein the parties hereto hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.

2. **Name.** The name of the limited liability company is GR BURGR, LLC. The Company has filed with the Secretary of State of the State of Delaware a Certificate of Formation for the Company and shall hereafter satisfy all other requirements of the Delaware Limited Liability Company Act, as amended (the “**LLCA**”) with respect to the business and affairs of the LLC.

3. **Office.** The principal offices of the Company shall be located at 200 Central Park South, 19th Floor, New York, New York 10019, or at such other place or places as the Managers shall determine.

4. **Business.** The business of the Company (the “**Business**”) shall be to engage in any lawful activity for which a limited liability company may be organized under the LLCA, including, but not limited to, the following:

(a) To own, develop and operate, directly or through wholly or partially-owned subsidiaries, first class Concept restaurants using the Licensed Rights and/or the Company Rights or;

(b) To sublicense the Licensed Rights, pursuant to the terms of the License Agreement, and provide certain services in connection with the development, construction and operation of first class restaurants using the Concept and the Licensed Rights;

(c) To license the Company Rights, and provide certain services in connection with the development, construction and operations of first class restaurants using the Company Rights;

(d) To engage in such other activities ancillary to, and in furtherance of, the foregoing business as may be necessary, advisable, or appropriate as hereafter determined by the Managers, including, but not limited to entering into, performing and carrying out contracts, including joint venture agreements, leases, or take action of any kind necessary to, in connection with, or incidental to, the accomplishment of the foregoing purposes;

(e) from time to time, to do any one or more of the things and acts set forth herein.

5. **Term.** The term of the LLC shall continue until terminated as hereinafter provided.

6. **Contributions to the LLC.**

6.1 **Nature and Amount of Contribution.**

(a) GRUS and Seibel each have made or shall make a cash contribution to the Company of up to One Thousand Dollars (\$1,000) plus such other amount as is set forth in the Company's books and records.

(b) GRUS shall grant to the Company a license to use the Licensed Trademark, pursuant to the terms of the License Agreement between the GRUS and the Company (the "Licensed Rights").

6.2 Additional Funding. If additional capital is needed by the LLC from time to time, as determined by the Managers, Seibel and GRUS may make, or cause one of their respective affiliates to make, one or more loans or capital contributions, in equal principal amounts for the needed amount to the LLC, as Seibel, GRUS and the Managers shall mutually determine. Any such loan by Seibel or GRUS or their respective affiliates is referred to as a "Member Loan" or collectively as the "Member Loans". The additional funding by Seibel and GRUS, or their respective affiliates, shall be used by the LLC to fund expenses related to the start up and operating costs and expenses of the Company, all as determined by the Managers.

6.3 Terms of Loans. Each Member Loan, if any, shall bear interest at the rate of the greater of (a) LIBOR plus two percent (LIBOR + 2%) per annum or (b) the lowest applicable federal rate of interest as of the date of such loan. Each Member Loan, if any, shall also be a valid debt of the Company and shall be repaid in full, together with interest thereon, before any distributions (whether from cash flow, Distribution Proceeds or otherwise) are made to any Member, except that Tax Distributions may be made to the Members irrespective of whether

there are any outstanding Member Loans. Any amounts available to repay any Member Loan shall be paid to the respective lenders of such loans in proportion to the outstanding amounts of each such loan and all repayments shall be applied first to outstanding interest on such loans and then to the outstanding principal balance. Notwithstanding anything to the contrary contained in this Agreement, the rate of interest payable on any outstanding Member Loan shall never exceed the maximum rate of interest permitted under applicable law. The repayment of any Member Loans and the payment of interest and/or other amount due under such Member Loans shall if required by any third-party lender to the Company, which is not affiliated with any Member (an "Unaffiliated Third-Party Lender"), be subordinate and junior to, and subject to the right of, the payment of indebtedness to such Unaffiliated Third-Party Lender. Any Member Loan, may at the option of the Member lender, as applicable, be secured by the assets of the Company, subject to any liens on such assets in existence prior to the making of the Member Loan, provided that the granting of such security shall not cause the Company to be in violation or breach of any agreement to which it is a party. Additionally, any Member making a secured Member Loan, respectively, shall agree to subordinate

the security interest relating to such secured Member Loan to any pre-existing or future security interest of any Unaffiliated Third-Party Lender if so required by such Unaffiliated Third-Party Lender and approved by the Managers.

6.4 Limit of Member Obligations. The Members are not obligated to make any contributions other than as previously set forth in this Section 6 of this Agreement.

7. Fiscal Year; Membership Interests; Profits and Losses; Distributions.

7.1 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

7.2 Membership Interests. The membership interests of the Members are as follows. All net profits, net losses, credits, deductions and all other items of the LLC shall be allocated to, or be borne by, the Members, and the Members shall own a membership interest in the LLC, in accordance with the following percentages (the "Membership Interest"):

<i><u>Name</u></i>	<i><u>Membership Interest</u></i>
<i>GRUS</i>	<i>50%</i>
<i>Seibel</i>	<i>50%</i>

7.3 Distribution of Net Cash Flow.

Distributions of net cash flow of the LLC shall be made at such times and in such amounts as the Managers shall determine. For purposes hereof, net cash flow shall be the net profits or losses of the LLC for the fiscal year as determined by the LLC's accountants plus there shall be added back to the net profits or losses the amount deducted during such period for depreciation, accrued but unpaid interest and other non-cash charges deducted in determining profits and losses; and there shall be subtracted an amount equal to the total paid during such period for principal amortization, capital improvements and previously accrued but unpaid interest and after the payment of all current debts and liabilities, such reasonable reserves as the Managers shall determine to be necessary for present operations and/or future contingencies. Subject to Section 7.7 hereof, net cash flow shall, when distributed by the Managers, be distributed to the Members in proportion to the Membership Interest of each.

7.4 License Fees.

(c) Notwithstanding anything to the contrary herein contained, the Company shall distribute to GRUS, as a fee (the "Premium License Fee") for the Licensed Rights, an amount equal to (a) all and any revenues actually received from the agreement with

any sublicensee for the use of the Licensed Rights other than for a location in the USA owned or operated by Caesar's, Harrah's or Planet Hollywood (the "Eligible Sublicense Revenues") multiplied by (b) twenty percent (20%).

(d) Notwithstanding anything to the contrary herein contained, upon the sale of all or substantially all of the assets of the Company or the sale of all or substantially all of the Membership Interests of the Company, or merger or other transaction that accomplishes substantially the same thing, GRUS shall be paid a Premium License Fee on the sale proceeds from such transaction that are equitably allocated to the value of Company's sublicense rights under the sublicenses that generate Equitable Sublicense Revenues by the Managers acting reasonably and in good faith.

(e) The Premium License Fee shall be paid to GRUS in priority to distributions of net cash to the Members. The Premium License Fee shall be paid at the same time the Company makes or would otherwise make distributions of net cash flow to the Members pursuant to Section 7.3 or Section 7.5, and/or at such other times as the Managers determine.

7.5 Distribution Following Dissolution. The net cash proceeds (hereinafter referred to as "Distribution Proceeds") resulting from the liquidation of the assets of the LLC following a dissolution thereof, or resulting the sale or other transfer of the Business which are not reinvested or retained by the LLC for the continuation of the Business, or resulting from the termination of the Business of the LLC, and, after deducting all related expenses, shall be distributed and applied in the

following order of priority:

(a) to pay any debts or liabilities of the LLC, including, but not limited to, any outstanding loans (together with interest thereon) made to the LLC by any Members or any affiliate of any Member, and all necessary expenses of liquidation, if applicable;

(b) to establish any reserves which the Managers deem reasonably necessary to provide for any contingent or unforeseen liabilities or obligations of the LLC, provided, however, that at the expiration of such period of time as the Managers deem advisable, the balance of such reserves remaining after the payment of such contingencies shall be distributed to the Members in accordance with paragraphs (c) and (d) below;

(c) to GRUS to pay any accrued and unpaid Premium Licensee Fees;

(d) to the Members, in accordance with, and proportionate to their positive capital account balances (until reduction of the positive capital account balances to zero); and

(e) to the Members in proportion to the Membership Interest of each.

7.6 Incorporation of Tax Provision. The Members incorporate by reference a “qualified income offset” provision as described in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and the “minimum gain chargeback” requirement of Section 1.704-2(f) and Section 1.704-2(i)(4) of the Treasury Regulations.

7.7 Tax Distribution. For any year that the Company has taxable income, to the extent of available cash on hand on or about March 31 of the subsequent year, the Company shall make distributions to the Members, if and to the extent necessary, so that the aggregate of all distributions for the most recent year then ended is an amount equal to the tax liability of the Members arising from the taxable income of the Company for such year assuming for this purpose that each Member was paying the maximum Federal and New York State individual tax rates (where applicable) in effect for such year (the "Tax Distribution"). For purposes of this provision, unless otherwise agreed, all distributions made on or before April 1 of any year shall be deemed to relate to the prior year, and all distributions made after April 1 of any year shall be deemed to be made for the year in which made.

7.8 Tax Matters Member. Notwithstanding anything contained herein to the contrary, Seibel is hereby authorized to act as the "Tax Matters Member" of the Company as that term is defined in Section 6231(a)(7) of the Code and in such regulations as may be promulgated pursuant thereto, and to take such action and exercise such rights, powers and duties as "Tax Matters

Member" of the Company as contemplated by the Code (all at the cost and expense of the Company), including, without limitation, keeping all Members informed of, and forwarding copies of, notices with respect to all administrative and judicial proceedings for the adjustment at the Company level of Company items; consenting to extensions relating to the tax returns filed for the Company; participating in administrative and judicial proceedings, including appeals, relating to the Company's tax returns or its tax liabilities; and entering into settlement agreements with respect to tax proceedings involving the Company's tax returns which will bind those Members who are parties to this Agreement.

7.9 Reimbursement of Certain Member and Manager Expenses. It is understood, and each of the Members hereby specifically acknowledges and agrees, that the Members and the Managers shall be entitled to reimbursement of all reasonable costs and expenses incurred by such Member or Manager and/or his or its affiliates in connection with such Member's or Manager's fulfillment of his or its obligations to the Company's licensees or in furtherance of the Company's operations in connection with the Company's licensee's activities, to the extent that such expenses are not reimbursed to such person by, or covered directly

by, the Company's licensees, which reimbursement shall be subject to the presentment to the Managers of back-up therefor which is reasonably satisfactory to the Managers. Each Member shall be entitled to charge to Company the costs and charges relating to any personnel it provides to carry out services to Company or to any licensee or sublicenses of the Concept in accordance with this section 7.9.

8. Management.

8.1 Generally. *The Managers shall have the full and exclusive right, power and authority to manage all of the business and affairs of the Company with all the rights and powers generally conferred by law, or necessary, advisable or consistent therewith. All decisions of the Managers shall be made by the approval or vote of a majority of all Managers. Once a decision has been reached by the Managers in accordance with this Section, any Manager is authorized to carry out the decision and execute any and all documents on behalf of the Company necessary or appropriate in connection therewith.*

8.2 Initial Managers. *Except as otherwise set forth herein, the Company shall have two managers. Seibel shall have the right to designate one Manager (the "Seibel Manager") and GRUS shall have the*

right to designate one Manager (the “GRUS Manager”). Additionally, Seibel may remove (and propose a replacement for) the Seibel Manager, and GRUS may remove (and propose a replacement for) the GRUS manager, at any time. Each Manager must be approved by both Members as must any replacement for a Manager, which approval shall not be unreasonably be withheld, delayed or conditioned, provided that Rowen Seibel and Gordon Ramsay are always approved. The initial designation of Managers is as follows:

<i>Seibel Manager</i>	<i>Rowen Seibel</i>
<i>GRUS Manager</i>	<i>Stuart Gillies</i>

***8.3 Term.* Except as otherwise set forth herein, the Managers shall hold the office of Manager for so long as the Company owns any assets and thereafter as necessary to complete any liquidation of the Company.**

***8.4 Removal.* Save as may be agreed by the Members and subject to Section 8.2 above, no Manager may be removed or replaced as a manager unless he or she is found guilty of fraud or willful misconduct with respect to the Company. In the event of the death, permanent disability (so as to render such Manager incapable of serving as a**

Manager), resignation or removal of either Manager, his replacement shall be designated by the Member who designated such Manager, and any such replacement manager shall be considered a Manager of the Company for all purposes set forth herein.

8.5 Liability. No Manager or Member shall be liable, responsible or accountable in damages to the Company or to any of the other Members or to the other Managers for any errors in judgment or for any act or omission performed or omitted by such Manager in good faith pursuant to the authority granted by this Agreement, other than acts of fraud, bad faith or willful misconduct. The doing of an act or the failure to do any act by the Managers, resulting in loss or damage to the Company, if done pursuant to advice of legal or accounting counsel employed on behalf of the Company, shall not subject such Manager to any liability to the Members or to the Company.

8.6 Meetings of the Managers and Members. Each of the Members and Managers hereby acknowledges and agrees that there shall be no required meetings, annual or otherwise, of the Managers or Members.

8.7 Authorized Persons.

(a) The Managers may, from time to time, designate one (1) or more individuals to be officers of the Company or to hold certain business titles (any individual who is appointed to hold a business title is referred to herein as an “Officer”). An Officer need not be a Member of the Company. An Officer shall serve in such office(s) until resignation or removal by the Managers. Any Officer so designated shall have such authority and perform such duties as the Managers, from time to time, may delegate to such individual. An Officer shall hold office for the term for which such Officer is designated and until his successor shall be duly designated and shall qualify, or until his death, resignation or removal by the Managers, or as otherwise provided in this Agreement. Any individual may hold any number of offices. No Officer will have any rights or powers beyond the rights and powers granted to such Officer in this Agreement or by the Managers.

(b) Any Officer of the Company shall have the right, power and authority to transact business in the name of the Company or to act for or on behalf of or to bind the Company within the scope of authority delegated by the Managers to such Officer. With respect to such matters, third parties dealing with the Company may rely conclusively upon any certificate of any Officer to the effect that such Officer is acting on behalf of the Company.

(d) The Managers may remove any Officer, for any reason or for no reason, at any time.

8.8 Manager Responsibilities. Subject to the provisions of Section 8.1, but not in limitation thereof, the Managers shall have the following powers and be permitted to take the following actions on behalf of the LLC:

(a) acquire, own, seek permits and approvals, manage, improve, operate, construct, rehabilitate, finance, lease, sell, transfer, exchange or otherwise deal with the Business;

(b) to employ or contract with and to oversee the activities of the parties serving as agents, contractors or employees of the Company;

(c) to enter into contracts of any kind, including contracts with affiliates of the Members or the Managers, provided the same contain arm's length terms;

(d) to permit the Company to enter into any contract of insurance which the Managers deems necessary and proper for the protection of the Company;

(e) to borrow money for the benefit of the Company upon such terms and conditions as it deems advisable and proper, including indebtedness other than in the ordinary course of its business, provided that no financing obtained by the Company shall impose personal liability on a Member without his consent, which consent may be withheld or given in the absolute discretion of such Member;

(f) to finance, refinance, recast, consolidate, modify, renew or extend Company obligations;

(g) to employ attorneys, auditors and accountants and depositories and to grant powers of attorney;

(h) to extend, and otherwise modify, amend or otherwise act with respect to Company matters as the Managers deem advisable or proper in the interests of the Company and not inconsistent with the terms hereof;

(i) to permit the Company to employ persons in the operation and management of the administration of the Company, on such terms as the Managers deem appropriate;

(j) to make appropriate elections permitted under any applicable tax law; and

(k) to change the principal office of the Company.

(l) to approve the sale, lease, or other transfer of all or substantially all of the assets of the LLC, and, further, to take any action, or inaction, whatsoever, with respect to the Property;

(m) to approve a merger or consolidation of the Company with or into another entity including, but not limited to, another limited liability company or foreign limited liability company or any other entity;

(n) to adopt, amend, restate or revoke the Certificate of Formation of the LLC or this Agreement, subject to the provisions of Section 16.4 hereof;

(o) to approve the dissolution of the LLC; and

(p) to open a bank account for the Company, and operate it in accordance with any mandate determined amongst the Managers, and this Agreement.

8.9 Reasonable Efforts. The Seibel Manager and the GRUS Manager shall devote such time and effort to the Company as they deem necessary and reasonable in their discretion to carry out or cause to be carried out, each Manager's responsibilities consistent with the terms of this Agreement.

8.10. Use of Names. For any future restaurant location, or license or sublicense, as applicable, the Managers will discuss and determine by unanimous agreement

whether the Licensed Trademark or a Company Trademark will be used in connection with such future location, or license or sublicense.

8.11 Decision Relating to License Agreement. It is acknowledged that GRUS and the GRUS Manager are interested parties with respect to the License Agreement. Accordingly, so long as the Company is controlled by GRUS and Seibel, or Seibel, and/or their respective affiliates, any decision to be made by the Company with respect to the License Agreement shall be made by the Seibel Manager acting reasonably and in good faith, unless expressly provided otherwise herein. The Company, the Members and the Managers hereby acknowledge that due to GRUS and the GRUS Manager being interested parties with respect to the License Agreement, they are aware that a conflict of interest could exist with respect to the GRUS' and the GRUS Manager's duties and obligations under this Agreement and any such conflict is hereby waived.

9. Books and Records.

9.1 Generally. *Proper accounting records of all LLC business shall be kept by the LLC's at its principal office and shall remain open to inspection of any of the Members, or their designees or legal representatives, at all reasonable times. At the end of each calendar year, a complete accounting of the affairs of the LLC shall be furnished to each Member by the LLC's accountant, together with such appropriate information as may be required by each Member for the purpose of preparing his, her or its income tax return for that year (the*

"Annual Statement" within ninety (90) days of the end of the Company's fiscal year. All matters of accounting for which there is no provision in this Agreement are to be governed by generally accepted principles of accounting applied on a consistent basis. The Managers shall appoint the Company's accountant.

9.2 Location. The books and records of the LLC shall be kept at a principal place of business of the LLC, or in such other place as designated by the Managers, provided that the LLC's accountant may maintain copies of the LLC's financial and accounting records.

9.3 Transfer and Internal Revenue Code. In the event of (i) a transfer of any interest in the LLC, or (ii) any other circumstance in which an election under Section 754 of the Internal Revenue Code, as amended, may be appropriate, the transferee shall have the right to cause the LLC to make the election permitted by Section 754 of the Internal Revenue Code, as amended, provided that such election shall be allowable at the time and provided further there is no detriment to the other Members.

9.4 Bank Account. The Manager will open a bank account at a bank or banks as the Managers mutually agree, and they will operate

such accounts in accordance with any mandate and any other banking requirements determined by the Managers.

10. Transfer of Member's Interest

10.1 Inter-Vivos Transfers.

(a) No Member shall, without the written consent of the Managers, sell, assign, transfer, gift, pledge, mortgage or otherwise encumber his, her or its interest in this LLC or in its assets or enter into any agreement of any kind that would result in any person, firm, corporation or other entity becoming interested with any Member in the Company (collectively, the "Disposition"), except as provided in this Section 10.

(b) GRUS and Seibel may each transfer its or his interest in the LLC to an entity which is, and at all times while such entity is a Member, controlled by Ramsay and by Seibel, respectively (a "Controlled Entity"), and GRUS may also transfer its interest in the LLC to Ramsay. Additionally, such Controlled Entity or Ramsay, as applicable, may re-transfer such interest to another Controlled Entity of Ramsay or Seibel, as applicable, or re-transfer such interest back to GRUS or Seibel, as applicable, without application of Section 10.1(a).

(c) Any Member may transfer the economic rights to his, her or its interest in the LLC (i.e. the right to such Member's share of the net profits and losses of the LLC and the right to receive distributions from the LLC) to (i) his parent, spouse, sibling, children or grandchildren, (ii) a spouse of either a child or grandchild, (iii) any entity controlled by the Member, (iv) if the Member is an entity, to such entity's equity holders or an equity holder's parent, spouse, sibling, children or grandchildren and/or a spouse of an equity holder's child or

grandchild, and/or (v) a trust for the benefit (exclusively) of any of the foregoing (the "Permitted Transferees"), upon the condition, however, that the transferor shall remain liable with respect to all obligations created or referred to under the terms of this Agreement. The transfer of economic rights to any Permitted Transferee as provided for above does not create or grant any other rights (except such transferred economic rights) or obligations in the LLC hereunder to the Permitted Transferee, and, further, under no circumstances shall any Permitted Transferee be considered a Member of the LLC for the purposes of this Agreement.

10.2 Death of a Member. Notwithstanding any other provision of this Section 10, but subject to Section 11, if a Member, or a person holding an interest in a Member, dies, dissolves, or is adjudged by a court of competent jurisdiction to be incompetent to manage such person's person or property, such person's executor, administrator, guardian, conservator, or other legal representative may exercise all such person's rights relative to the LLC, if any, for the purpose of settling his estate or administering his or its property. Such representative shall have the right to effect a Disposition of the affected person's Membership Interest in the LLC and/or in the Member to (a) the affected person's parents, spouse, siblings, children, grandchildren and/or spouse of a sibling, child or grandchild, (b) if the Member is an entity, to such entity's equity holders or an equity holder's parent, spouse, sibling, children or grandchildren

and/or a spouse or an equity holder's spouse, or grandchild, and/or (c) a trust for the benefit (exclusively) of any of the foregoing (each a "Family Member"). The affected person's interest in the LLC and/or in the Member may not be transferred to any other party except in the same manner as set forth in Section 10.1(c).

11. Option to Purchase of Membership Interest Upon Death or Incompetency of Member.

11.1 Purchase Option. *In the event of the death (or if an entity, the dissolution of such entity) or incompetency of a Member (referred to in each case as a "Deceased Member"), the remaining Members (the "Remaining Members"), and the Company shall have the option to purchase from the estate or legal representative of the Deceased Member all or a part of the Membership Interest owned by the Deceased Member at the time of death or incompetency, at the Valuation Price calculated pursuant to, and upon the terms set forth in, Sections 11.2 and 11.3, as follows:*

(a) Upon the appointment of the legal representative (the "Legal Representative") of a Deceased Member, the Legal Representative shall give notice of that fact to the Managers and the Remaining Members (the "Notice of Appointment").

(b) (i) Each Remaining Member, upon written notice (the "Exercise Notice") given to the Legal Representative of the Deceased Member, the other Remaining Members and the Managers within thirty (30) days after receipt by the Remaining Members of the Notice of Appointment, shall be entitled to purchase, on a pro rata basis, all or any portion of the Deceased Member's Membership Interest. In the event, however, that any Non-Purchasing Member shall elect not to acquire all or any part of his or its pro rata portion of the Deceased Member's Membership Interest or fails to give timely the requisite Exercise Notice set forth herein, then, the other Remaining Member shall have the right to purchase, on a pro rata basis among all such other Remaining Members, all or any part of that portion of the Deceased Member's Membership Interest allocated to the Non-Purchasing Member which the Non-Purchasing Member elected not to acquire, which right shall be exercised by a Remaining Member's indication of its desire to do so in a second written notice (the "Second Exercise Notice") given to each of the Legal Representative of the Deceased Member, the other Remaining Members and the Company within 45 days after receipt of the Notice of Appointment. Such Second Exercise Notice shall specify the Remaining Member's desire to purchase up to a specified amount of the Deceased Member's Membership Interest. Any Remaining Member who so indicates such desire in the Second Exercise Notice shall be entitled to purchase such additional Deceased Member's Membership Interest, subject to any pro rata rights of other Remaining Members.

(ii) The Company shall be entitled to purchase all, but not less than all, of the Deceased Member's Membership Interest, if any, not purchased by the Remaining Members pursuant to Section 11.1(b)(i) above, upon written notice, given no later than sixty (60) days following its receipt of the Notice of Appointment, to the Legal

Representative of the Deceased Member and each of the Remaining Members who timely executed and delivered an Exercise Notice. The decision of the Company to purchase any of the Deceased Member's Membership Interest as provided for in this Section 11.1(b)(i) shall be made by the Managers.

(c) The closing for any purchase and sale of the Deceased Member's Membership Interest shall take place within seventy five (75) days following receipt by the LLC and the Remaining Members of the Notice of Appointment, subject to a reasonable adjournment, if necessary, to allow the LLC and/or the Remaining Members to collect the life insurance proceeds, if any, that they are utilizing to fund such purchase. To the extent that the amount of the life insurance proceeds available to pay for all of the Deceased Member's Membership Interest exceeds the purchase price for the Deceased Member's Membership Interest, the excess of such life insurance proceeds shall remain the property of the LLC or the Remaining Member(s) who owns the life insurance policy. To the extent there are insufficient life insurance proceeds (or no life insurance proceeds) available to pay for all of the Deceased Member's Membership Interest, the balance of the purchase price shall be payable by the LLC or the Remaining Members, as applicable, in sixty (60) equal monthly installments with interest at the prime rate of interest as published in the Wall Street Journal as of the day of the closing, the first payment being due at the above-referenced closing.

(d) If neither the Remaining Members nor the Company purchase all of a Deceased Member's membership interests pursuant to this Section 11 such Deceased Member's membership interests shall be distributed in accordance with the Deceased Member's will or the laws of intestacy (if the Deceased Member should not have a will).

(e) For the purposes of Section 11, reference to the death of a Member shall also mean incompetency of a Member or the dissolution of a Member which is an entity, and the term "Deceased Member" shall also mean "dissolved Member" or "incompetent Member", as the context requires. Additionally, the reference to the time of the Deceased Member's death shall mean the date of dissolution of a Member which is an entity.

11.2 Certificate of Valuation. Subject to the provisions of Section 11.3 hereof and unless and until modified pursuant to such Section 11.3, for purposes of this Agreement, the term "Valuation Price" shall refer to the valuation specified on Schedule 11.2 hereof for the Membership Interests, entitled "Certificate of Valuation".

11.3 Valuation Price. The Valuation Price of each Member's Membership Interest in the LLC shall be the Company's total Valuation Price multiplied by such Member's Membership Interest in the Company. The Members shall endeavor to execute a new Certificate of Valuation on or before August 1 of each year or more frequently, as the Managers may determine, reflecting the fair market value of the Company, taking into account the Company's earnings, the net value of the assets of the LLC as of such date and such other factors as they shall reasonably determine consistent with valuing businesses similar to the Company. Each such Certificate of Valuation

shall remain in effect for a period of eighteen (18) months from the date of execution thereof, unless superseded prior thereto by a new Certificate of Valuation. In the event, as of the date of death of a Deceased Member (the "Valuation Date"), there is no Certificate of Valuation then in effect, the Valuation Price shall not be determined by reference to Section 11.2 or 11.3 hereof or to the latest Certificate of Valuation, but instead shall be determined, as of the end of the calendar month immediately preceding the Valuation Date, by a panel of three appraisers, one of whom shall be designated by the Legal Representative of the Deceased Member, another by the Managers on behalf of the LLC and the third by such two designated appraisers. If the two designated appraisers are unable to agree upon a third appraiser, the third appraiser shall be appointed by the American Arbitration Association. The determination of the two of the three appraisers whose valuations are closest to one another shall be averaged (the valuation of the third appraiser disregarded), and such average shall be conclusive and binding on the parties hereto with regard to the relevant purchase and be deemed to be the Valuation Price.

12. Tag-along Right.

12.1 Terms of Tag-along Right. Subject

always to the provisions of Section 10.1 if either GRUS or Seibel or a Controlled Entity of either of them respectively, or Ramsay (if Ramsay is a Member) (as a Selling Member) shall receive a bona fide written offer from a buyer, which is eligible pursuant to the terms of this Agreement and approved by the Managers to be admitted as a Member of the LLC (the "Buyer"), to purchase, exchange, or otherwise transfer for value all or a part of the Selling Member's Membership Interest, he shall so notify the other (the "Tag Along Member") in writing (the "Tag Along Notice") and thereupon the Tag Along Member shall have the right to require the Selling Member, as a condition to the Selling Member's sale of Membership Interests to the Buyer, to cause the Buyer to purchase a ratable percentage of Membership Interests held by the Tag Along Member (subject to the limitation in Section 12.2) as he may designate by written notice ("Notice of Tag Along Election") delivered to the Selling Member within thirty (30) days following the date of the Tag Along Notice. The Selling Member shall notify the Buyer of the requirements of this Section 12 and shall transmit a copy of each Notice of Tag Along Election to such Buyer. The purchase price for the percentage of Membership Interests designated in the Selling Member's Notice of Tag

Along Election shall be equal to the price per percentage of Membership Interests offered by the Buyer to the Selling Member for the Membership Interests subject of the Buyer's offer. Such price offered by the Buyer shall be deemed to include any consideration received or to be received, directly or indirectly, by the Selling Member or any affiliate thereof in addition to the stated purchase price for the Membership Interests other than in exchange for good, valuable and fair consideration.

12.2 Pro Rata Purchase. In the event the Buyer is unwilling to purchase all of the Membership Interests set forth in the Notice(s) of Tag Along Election, then it shall acquire that percentage of Membership Interests subject to the bona fide written offer (or greater number as the Buyer shall agree) from the Selling Member and the Tag Along Member according to their pro rata interest.

12.3 Purchase by Selling Member. In the event of any sale in violation of the provisions of this Section 12, the Selling Member hereby agrees to purchase from the Tag Along Member the percentage of Membership Interests as the Tag Along Member may have designated by his Notice of Tag Along Election, at the purchase price calculated as set forth herein, and to hold the Tag Along Member harmless from

and against any and all liability, loss, damage or injury, together with all reasonable costs and expenses relating thereto including legal and accounting fees and expenses arising from any violation of this Section 12.

13. Dissolution and Termination.

13.1 Dissolution Events. Upon the occurrence of the following events, the LLC shall be dissolved:

(a) the LLC ceases its business operations on a permanent basis;
(b) the sale or transfer of all or substantially all of the assets of the LLC;

(a) the entry of a decree of judicial dissolution; or
(b) as otherwise determined by the Managers.

13.2 Non-Dissolution Events. The bankruptcy, death, disability or dissolution of any Member shall not cause the dissolution of the LLC.

13.3 Winding Up. In the event of the dissolution of the LLC, the business and affairs of the LLC shall continue to be governed by this Agreement during the winding up of the LLC's business and affairs.

14. Confidentiality.

(a) Each Member and Manager represents that he or it has acquired and will acquire Confidential Information (as hereinafter defined) about the other

Members and Managers by reason of their relationship and dealings with each other under this Agreement and in connection with the operation of the Business. Each Member and Manager confirms that it is reasonably necessary to protect the interests and reputation of each Member and Manager, and, accordingly, hereby agrees that, he or it will not, directly or indirectly, at any time during the term of this Agreement or thereafter divulge to any person, or use, or cause or authorize any person, firm or other entity to use, any such Confidential Information, including, without limitation, in interviews, communications with the media, or the writing of books, articles, blogs, tweets, or the like, without the consent of the affected Member or Manager.

(b) For purposes hereof, the term "Confidential Information" shall mean all information about a Member's or Manager's personal, commercial or business matters given to or obtained by the Member or the Manager, directly or indirectly, during the course of his or its affiliation with the Company, other than Confidential information which (i) was in the public domain at the time furnished to, or acquired by, the Member and/or the Manager, (ii) thereafter enters the public domain other than through disclosure, directly or indirectly, by the Member and/or the Manager, or (iii) is required to be disclosed by law, or regulation or applicable legal regulatory or administrative process or by a court of competent jurisdiction.

(c) This Section 14 shall inure to the benefit of each Member and Manager whether or not such person is a member in the LLC, and this Section 14 shall survive the termination or expiration of this Agreement.

Notices. Any notice required or given with respect to this Agreement shall be valid and effective and deemed given and received, two (2) business days after deposit for delivery by reputable international overnight carrier for next business day delivery (shipping prepaid and provided confirmation of delivery is obtained) to the address hereinabove set forth in the opening paragraph of this Agreement with a copy thereof sent via e-mail to the receiving party's e-mail address set forth on the signature page hereof. Any notice provided hereunder to be given to or received by a Manager or a Member shall be given by or to the legal representative of any Member who is deceased or incompetent. Any notice sent as provided for herein shall be valid and effective as provided for above, or, if applicable, when such notice is refused by such party or when returned to the sender of such notice as undeliverable if sent pursuant to the provisions hereof. Any party hereto may change such address by notice given to the LLC and the other parties hereto in accordance with this Section 15. Additionally with respect to any notice given to the Seibel Manager,

Seibel and/or a Seibel Controlled Entity, a copy shall also be provided to Brian K. Ziegler, Esq., c/o Certilman Balin Adler & Hyman, LLP, 90 Merrick Avenue, East Meadow, New York 11554 USA, e-mail bziegler@certilmanbalin.com and with respect to any notice given to the GRUS Manager, Ramsay, GRUS and/or a GRUS Controlled Entity, a copy shall also be provided to Stuart Gillies, 1 Catherine Place, London SW1E 6DX United Kingdom, e-mail stuartgillies@gordonramsay.com, and to Michael Thomas, Partner, Sheridans Solicitors, Whittington House, 19-30 Alfred Place, London WC1E 7EA, United Kingdom, e-mail mthomas@sheridans.co.uk.

15. Miscellaneous.

15.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, legal representatives, successors and assigns. Any party that receives an assignment of the interest of a Member in accordance with the terms hereof shall be required to execute and deliver to the LLC, the Managers and each other Member a legally enforceable agreement expressly assuming all of the terms, conditions and covenants of this

Agreement and such other documents as the Managers shall reasonably require prior to such assignment becoming effective.

15.2 Conflict of Laws, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflicts of laws principles. All parties consent to the personal jurisdiction of the State of New York and agree that any action, suit or proceeding arising out of or relating to this Agreement shall be brought in a State Supreme Court located in New York County, New York.

15.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements and understandings, express or implied, oral or written, relating to the subject matter hereof.

15.4 Modification. This Agreement may be amended or modified only by a written instrument executed by the Managers, except that (i) no amendment shall be effective to detrimentally change any Member's rights or obligations set forth in Sections 6.3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 or 20 without such

Member's written consent. For the purposes of determining voting percentages and whether there is a certain percentage in interest of the Members under any provision of this Agreement that so requires, the Members shall be deemed to have a voting interest equal to their Membership Interest. The failure of a party at any time or times to require performance of any provisions hereof shall in no manner affect the party's right at a later time to enforce the same. No waiver by any party of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or of the breach of any other term of this Agreement.

15.5 Amendments. Reference to this Agreement herein shall include any amendment or renewal hereof.

15.6 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and only to that provision, and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if that invalid or unenforceable provision had been reformed, and any court or arbiters

are authorized to so reform the invalid or unenforceable provision so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

15.7 Counterparts. ***This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The headings in this Agreement are solely for the convenience of the parties, and are not intended to and do not limit, construe or modify any of the terms and conditions hereof.***

15.8 Signatures. ***Signatures on this Agreement transmitted via facsimile or electronically (e-mail) shall be deemed to be original signatures.***

15.9 Creditors. ***None of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditors of the LLC.***

15.10 Pronouns. ***Words and phrases used herein in the singular shall be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender shall be deemed to include any other gender, unless the context requires otherwise.***

16. **Indemnification.** For all claims, losses, liabilities, etc. which arise out of events occurring on or after the Effective Date, the LLC shall indemnify and hold harmless the Managers and all of the Members, as well as each Manager's and Member's respective permitted successors and assigns (collectively, the "Indemnified Persons") from and against any and all liabilities reasonably incurred by any such Indemnified Person in connection with the defense or disposition of any proceeding in which any such Indemnified Person may be involved or with which any such Indemnified Person may be threatened, with respect to or arising out of any act, including any act of active negligence, performed by the Indemnified Person or any omission or failure to act if (i) the performance of the act or the omission or failure was done in good faith and within the scope of the authority conferred upon the Indemnified Person by this Agreement or by law, except for acts which constitute breach of fiduciary duty, willful misconduct, gross negligence or reckless disregard of duties or (ii) a court of competent jurisdiction

determines upon application that, in view of all of the circumstances, the Indemnified Person is fairly and reasonably entitled to indemnification for such liabilities as such court may deem proper. This Section 17 shall survive the expiration or termination of this Agreement.

17. Other Activities. Any Manager, Member and their respective members, managers, shareholders, partners, officers or directors, may engage in business ventures and investments, other than in connection with the Company, of any nature whatsoever, except as expressly agreed to by them in writing. Neither the Company nor the Managers, nor any Members shall have any right to or interest in any other business venture or investment in which a Member, or Manager, or the Member's or Manager's members, managers, shareholders, partners, officers, or directors may engage, or share in any income profit or after benefit derived therefrom, except as expressly agreed to by them in writing.

18. **Equitable Relief.** The parties agree that, since the Membership Interests in the Company can only be sold or transferred subject to Sections 10, 11 or 12 hereof, and since, for that reason among others, the non-defaulting parties hereto will be irreparably damaged in the event of a breach or threatened breach hereof, this Agreement shall be specifically enforceable. Should any dispute arise concerning the Membership Interests, an injunction may be issued restraining any disposition pending the determination of such controversy. This Section 18 shall survive the expiration or termination of this Agreement.

19. **Effective Date.** This Agreement shall immediately become effective (such date being the “Effective Date”) upon the execution and delivery hereof by all of the parties hereto.

20. Waiver of Jury Trial. ALL OF THE PARTIES HERETO ACKNOWLEDGES THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NO PARTY HERETO SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTIES STATING THAT THIS WAIVER HAS BEEN GIVEN UP. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

21. Representation by Counsel. Each party acknowledges that he or it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. In the event of litigation between the parties hereto arising out of or from this Agreement, the parties' aforesaid respective counsel (as set forth in Section 15 hereof) may represent them and shall not be disqualified based upon their prior representation of their respective parties in connection with the negotiation and execution of this Agreement.

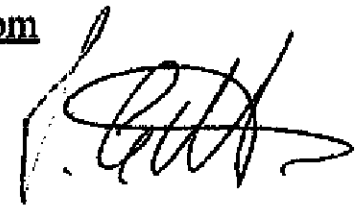
22. **Costs.** Each of the parties hereto acknowledges and agrees that in the event it becomes necessary for any party hereto to seek judicial remedies for the breach or threatened breach of this Agreement, the prevailing party shall be entitled, in addition to all other remedies, to recover all costs of such judicial action, including reasonable attorneys' fees and the costs related to any appeal thereof, from the opposing party.

23. **GRUS Control by Ramsay.** At all times that GRUS is a Member of the Company, GRUS shall be directly or indirectly controlled by Ramsay and Ramsay shall be directly or indirectly the majority beneficial owner of GRUS.

IN WITNESS WHEREOF, the parties have executed this Limited Company
Operating Agreement as of the day and year first above written.

AS MANAGERS:

ROWEN SEIBEL
Email: rowen900@gmail.com



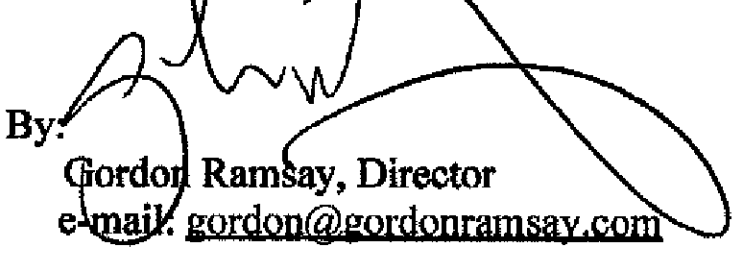
STUART GILLIES
E-mail: stuartgillies@gordonramsay.com

AS MEMBERS:

ROWEN SEIBEL
E-mail: rowen900@gmail.com

GR US LICENSING, LP

By: 
Kavalake Limited, General Partner

By: 
Gordon Ramsay, Director
e-mail: gordon@gordonramsay.com

Schedule 1 – Licensed Trade Mark

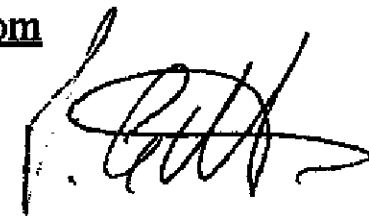
BURGR Gordon Ramsay

IN WITNESS WHEREOF, the parties have executed this Limited Company
Operating Agreement as of the day and year first above written.

AS MANAGERS:

ROWEN SEIBEL

Email: rowen900@gmail.com



STUART GILLIES

E-mail: stuartgillies@gordonramsay.com

AS MEMBERS:

ROWEN SEIBEL

E-mail: rowen900@gmail.com

GR US LICENSING, LP

By:

Kavalake Limited, General Partner

By:

Gordon Ramsay, Director

e-mail: gordon@gordonramsay.com

Exhibit 4

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), effective as of the ____ day of November, 2012, is between GR US LICENSING, LP, a Delaware limited partnership ("Licensor") and GR BURGR, LLC, a Delaware limited liability company ("Licensee").

Recitals

A. Licensor is the owner of the distinctive trade name, service mark, trademark, logo, emblem, and indicia of origin, more particularly set forth on Schedule A attached hereto, (the "Mark").

B. Licensee has developed, and owns and operates a burger-centric/burger-themed restaurant concept ("Concept").

C. Licensee is the owner of certain distinctive trade names, service marks, trademarks, logos, emblems, and indicia of origin, including but not limited to the marks set forth on Schedule B attached hereto, and such other trade names, service marks and trademarks as may be developed from time to time by Licensee and its affiliates, which in no event include or shall at any time include the name "Gordon Ramsay" (the "Licensee Marks").

D. Licensor desires to grant Licensee an exclusive license to the Mark and permit Licensee to use the Mark solely in connection with the marketing and operation of restaurants and to sublicense the Mark to affiliated and unaffiliated third parties for the development, marketing and operation of first class restaurants under the name "BURGR Gordon Ramsay" subject to, and in accordance with, the terms and conditions set forth in this Agreement.

E. The Recitals are a material part of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises set forth below, the parties hereby agree as follows:

1. License.

1.1. Grant of License. Upon the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee the exclusive right to use the Mark for any and all purposes customarily necessary in connection with the development and operation of first class restaurants solely under the name "BURGR Gordon Ramsay" (the "Restaurant Operation") by Licensee, or by any Sublicensee (as hereinafter defined) which is approved by Licensor as set forth herein. The license granted hereunder is exclusive and Licensor shall not use, or license to any other person, the Mark for any purpose. The foregoing notwithstanding, Licensor and its affiliates are in no way limited or restricted in using and exploiting any other trademark or trade name that includes name "Gordon Ramsay" nor from using the name Gordon Ramsay without limitation. As between Licensor and Licensee all rights in and to the name Gordon Ramsay are expressly reserved to Licensor. All rights not expressly licensed to Licensee are reserved to Licensor. For the avoidance of any doubt Licensee shall have no rights to use the name Gordon Ramsay in

connection with the Licensee Marks or otherwise howsoever save as expressly set out herein or as approved in writing by Licensor.

1.2. Licensed Rights. The rights granted in Section 1.1 above are sometimes collectively referred to in this Agreement as the "Licensed Rights."

1.3. Right to Sublicense. Subject to the prior written approval by Licensor of each Sublicensee and the terms of each sublicense with such approved Sublicensee, which approvals shall not be unreasonably withheld, conditioned or delayed, Licensee shall have the right to sublicense the Licensed Rights for the development and operation of Restaurant Operations as determined by Licensee.

1.4. Property of Licensor. Without in any way limiting the scope of the Licensed Rights expressly granted herein, or the Licensee's discretion with respect to the use or sublicense of the Licensed Rights in connection with a Restaurant Operation and in accordance with the terms hereof, Licensee acknowledges and agrees that the Licensed Rights shall at all times during the Term be the sole and exclusive property of Licensor, subject to the License Agreement. Licensee further acknowledges and agrees that it has been granted the use of the Licensed Rights solely for the duration of the Term and that this Agreement is not intended as a transfer or sale to Licensee of any of the Licensed Rights.

1.5 Acknowledgement of System Ownership. Licensor hereby acknowledges that Licensee has developed and owns the Concept and a distinctive proprietary system for operating restaurants, including, without limitation the Restaurant Operation using the Concept, which system includes, without limitation, unique menus and menu items, ingredients, recipes, signature products, methods of preparation, specifications for food products and beverages, methods of inventory, operations control, equipment and design, other than the Mark or name "Gordon Ramsay" that may be included therein or thereon, all of which may be improved, furthered and developed from time to time by Licensee and its affiliates, (the "System"). Licensor further acknowledges that as between Licensor and Licensee the System is the sole and exclusive property of Licensee.

2. Quality Standards. Licensee will ensure that any Restaurant Operation that is either operated (a) by Licensee directly, or (b) by an affiliated or unaffiliated third party who has sublicensed the Marks from the Licensee and who has been approved by Licensor as set forth herein on terms approved by Licensor as set forth herein (each a "Sublicensee"), is operated in a high quality and first class manner. In addition, Licensee will ensure that all goods offered and services rendered by Licensee or a Sublicensee, as the case may be, in connection with any Restaurant Operation are of high quality. Licensor shall from time to time be provided with the reasonable opportunity to access any Restaurant Operation(s) which are developed and operated by Licensee, and Licensee shall use commercially reasonable efforts to cause Sublicensee(s) to provide Licensor with the reasonable opportunity to access any Restaurant Operation which is developed and operated by such Sublicensee(s), in connection with the Marks for the purpose of inspecting the Restaurant Operations to ensure Licensee's compliance with the applicable quality standards.

3. **Right to Control Restaurant Operation.** Subject only to the requirements set forth elsewhere in this Agreement (including but not limited to Section 2 with respect to the quality standards applicable to the Restaurant Operation), Licenser acknowledges that it is the intention of the parties that the Licensee shall have the right to use or sublicense (or not use or not sublicense) the Licensed Rights in connection with various aspects of the operation and management of Restaurant Operations that (a) the Licenser directly operates and manages or (b) that any Sublicensee operates and manages, in each case in conformity with this License Agreement. Additionally, Licensee agrees that it shall comply with all terms and obligations of Licensee set forth in any sublicense of the Licensed Rights approved hereunder.

4. **License Fee; Reimbursement of Certain Expenses.**

(a) Licensee shall pay Licenser a license fee pursuant to Section 7.4 of the Company's Limited Liability Company Agreement relating to the sublicense of the Mark, except with respect to any Restaurant Operations owned and operated by Caesars, Harrah's or Planet Hollywood in the USA.

(b) Licenser shall be entitled to reimbursement of all reasonable costs and expenses including for the provision of services by employees or consultants of Licenser or its affiliates directly incurred by Licenser or its affiliates in connection with Licenser's and/or its affiliates' fulfillment of his or its obligations under any sublicense with the Sublicensees for the Mark to the extent that such expenses are not reimbursed to such person by, or covered directly by, the Sublicensees, or otherwise covered pursuant to the Company's Limited Liability Company Agreement, which reimbursement shall be subject to the presentment to Licensee of back-up therefor which is reasonably satisfactory to Licensee.

(c) Licensee shall reimburse Licenser with any and all costs it incurs in relation to the application registration and administration of the Mark.

5. **Confidential Information.** Each party understands and acknowledges that it may have access to information of or concerning the other that is confidential or constitutes a trade secret, including without limitation, sales figures, operational and development plans, recipes, and formulas for certain signature menu items (collectively "Confidential Information"). Each party understands and agrees that maintaining the strict confidentiality of all Confidential Information of the other party during and after the Term is a material obligation of each party under this Agreement. Each party further acknowledges that it shall make no use of Confidential Information of the other party whatsoever except as such usage is permitted or reasonably contemplated by this Agreement or as may be reasonably necessary to perform its obligations hereunder. The term "Confidential Information" does not include, however, information that (i) becomes generally available to the public other than by reason of its disclosure by in violation of this Section 5; (ii) was known by a party prior to its being provided to such party pursuant to this Agreement; or (iii) becomes available to a party from a source other than the other party to this Agreement; provided that such receiving party has no reasonable grounds to believe that such source is bound by a confidentiality agreement or is otherwise under a duty to protect the confidentiality of such information.

6. Representations of the Parties.

6.1. Licensor's General Representations. Licensor represents to Licensee as follows:

(a) Licensor has all requisite power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The execution and delivery of this Agreement by Licensor and the performance of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Licensor and constitutes the legal, valid and binding obligation of Licensor.

(b) The execution and delivery of this Agreement by Licensor does not, and the consummation of the performance of its obligations contemplated hereby will not, conflict with or violate any contract or agreement that is binding on Licensor or that relates to any material portion of the Licensed Rights.

6.2. Licensee's General Representations. Licensee represents and covenants to Licensor as follows:

(a) Licensee has all requisite power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The execution and delivery of this Agreement by Licensee and the performance of its obligations hereunder have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid and binding obligation of Licensee.

(b) The execution and delivery of this Agreement by Licensee does not, and the consummation of the performance of its obligations contemplated hereby will not, conflict with or violate any contract or agreement that is binding on Licensee.

6.3. Ownership of the Licensed Rights. Licensor represents to Licensee with respect to the Licensed Rights that Licensor is the owner of all right, title, and interest in and to the Marks. Notwithstanding anything to the contrary herein contained Licensee acknowledges that the Mark has not been registered in the US trade mark registry as at the date hereof. Licensor shall apply to register the Mark and will keep Licensee informed as to the progress with such application.

7. Indemnification and Insurance.

7.1 Defense and Indemnity.

(a) Licensee shall defend, indemnify and hold Licensor and their respective officers, directors, managers, stockholders, members, employees, agents, attorneys, representatives, affiliates, successors and assigns (collectively, an "Indemnified Licensor Party") harmless from and against any and all third party demands, claims, actions, causes of action, liabilities, suits, proceedings, judgments, investigations or inquiries, or any settlement thereto, and all related expenses, including, but not limited, to all litigation expenses (including reasonable attorneys' fees and court costs) and settlement amounts (collectively, "Losses"), that directly or indirectly arise from or in connection with the use by Licensee of the Mark or the

performance or nonperformance of Licensee's duties under this Agreement or under any sublicense with a Sublicensee, except to the extent Losses result from Licensor's misconduct, breach of this Agreement, any sublicensee with a Sublicensee, or negligence or are covered by Licensor's indemnity below. This paragraph shall survive the termination of this Agreement.

(b) Licensor shall defend, indemnify and hold Licensee and its officers, directors, stockholders, employees, agents, attorneys, representatives, affiliates, successors and assigns (collectively, an "Indemnified Licensee Party") and together with an Indemnified Licensor Party, an "Indemnified Party") harmless from and against any and all Losses that directly or indirectly arise from or in connection with claims by third parties that the use by Licensee of the Marks in accordance with this Agreement violates or infringes upon the rights of such third party, except to the extent Losses result from Licensee's misconduct, breach of this Agreement or negligence or are covered by Licensee's indemnity above. This paragraph shall survive the termination of this Agreement.

7.2 Method of Asserting Claims.

(a) In the event that any claim or demand for which Licensor or Licensee, as the case may be (the "Indemnifying Party"), would be liable to an Indemnified Party hereunder is asserted against or sought to be collected from an Indemnified Party by a third party, the Indemnified Party shall notify the Indemnifying Party promptly of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand) (the "Claim Notice"). The failure to timely give a Claim Notice promptly shall not relieve the Indemnifying Party of its obligations hereunder except to the extent such delay is due to the negligence of the Indemnified Party. The Indemnifying Party shall thereupon, at its sole cost and expense (subject to Section 7.3 below), defend the Indemnified Party against such claim or demand with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in connection therewith.

(b) The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, consent to the entry of any judgment against the Indemnified Party or enter into any settlement or compromise which does not include, as an unconditional term thereof (i.e., there being no requirement that the Indemnified Party pay any amount of money or give any other consideration), the giving by the claimant or plaintiff to the Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such claim or litigation. Except as otherwise provided for in Section 7.6, if any Indemnified Party desires to participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense. If, in the reasonable opinion of the Indemnified Party, any such claim or demand or the litigation or resolution of any such claim or demand involves an issue or matter which could reasonably have a materially adverse effect on the business, operations, assets, properties or prospects of the Indemnified Party, as a whole, then, subject to the provisions of Section 7.7 with respect to the Marks, the Indemnified Party shall have the right to control the defense or settlement of any such claim or demand and its costs and expenses shall be included as part of the indemnification obligation of the Indemnifying Party hereunder;

provided, however, that the Indemnified Party shall not settle any such claim or demand without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. If the Indemnified Party should elect to exercise such right, the Indemnifying Party shall have the right to participate in, but not control, the defense or settlement of such claim or demand at its sole cost and expense.

7.3 Intellectual Property Notices. As a condition of this Agreement, Licensee will prominently place on all items displaying or embodying the Mark (or on their containers, labels, tags and the like), and on all advertising and promotional material, stationery and transaction documents displaying the Mark, the following: (a) an appropriate trademark notice to be provided by Licensor; (b) any appropriate copyright or design protection notice as provided by Licensor; and (c) any other legends, markings or notices required by any law or regulation or which Licensor reasonably may request.

7.4 Restrictions. Licensee shall not identify itself as the owner of the Mark or any right or interest therein or any registration or application for registration thereof, except as a licensee. Licensee shall not apply for or maintain the registration of any trademark which is the same as, confusingly similar to, or which incorporates the Mark anywhere in the world.

7.5 Ownership of Intellectual Property.

(a) Trademark Ownership. (i) All use of the Mark by Licensee or a sublicensee as a trademark will inure to the benefit of Licensor. All rights in the Mark other than those specifically granted in this Agreement are reserved for the use and benefit of Licensor. Licensee will not, during or after the Term, attack Licensor's title in and to the Mark or attack the validity of the license granted hereunder.

(b) Design Ownership. All specially created designs, and any and all copyrights and other intangible property rights in them and in any package design, label, package insert, signage, advertising, promotional or other material displaying the Mark, will be the property of Licensor. If not created by Licensor, they will be deemed "works made for hire" for Licensor within the meaning of the U.S. Copyright Law or any other applicable industrial or intellectual property law. If they do not so qualify, all such intangible property rights will be deemed transferred to Licensor.

(c) Registrations and Recordations. Licensee will not seek any copyright or trademark registration for the Mark. Licensee will cooperate fully with Licensor, in the execution, filing and prosecution of any trademark or copyright applications that Licensor may choose to file. Licensee will execute and deliver to Licensor, at any time whether during or after the Term, and at Licensor's expense, any documents which Licensor reasonably requests to confirm Licensor's ownership rights, to record this Agreement or to enter or terminate Licensee as a registered user.

7.6 Infringement: Actions. Licensee shall reasonably cooperate with Licensor, to protect and defend the Mark. Licensee shall promptly notify Licensor if any legal

action is instituted against Licensee relating to Licensee's use of the Mark or otherwise relating to other intellectual property rights of Licensor. Licensee shall also promptly notify Licensor and Licensor in writing of any counterfeiting or other infringement of the Mark or other intellectual property rights of Licensor or otherwise relating to intellectual property rights of Licensor of which Licensee becomes aware. Subject to the provisions of Section 7.1(b) hereof, Licensor shall have the right, but not the obligation, to institute legal action or take any other actions which it deems necessary to protect its interest in the Mark and other intellectual property rights, and Licensee shall cooperate with Licensor in any such action. All costs incurred shall be borne by Licensee save where incurred by breach of 7.1(b) by Licensor. Licensee shall not take any other action regarding such infringement without the prior written approval of Licensor and Licensor. With respect to all claims and suits, including suits relating to the Marks or any other intellectual property rights of Licensor, but other than direct claims asserted by Licensee against Licensor or Licensor, in which Licensee is joined as plaintiff, Licensor shall have the sole right to employ counsel and to direct the handling of the claim and litigation and any settlement thereof. Any monetary recovery resulting from any such action shall first be used to reimburse any costs incurred and thereafter shall belong solely to Licensor, except that, in accordance with Section 7.1(b) hereof, if Licensee is a plaintiff in an action and separately identified damages are determined to be due to Licensee for losses incurred by Licensee, and not to Licensor, then Licensee shall be entitled to recover such separately identified amount.

8. Right and Consent to Co-Exist.

(a) Licensee hereby acknowledges and agrees that Licensor owns shall have the right to use and exploit the Mark throughout the universe in perpetuity subject to the terms and conditions of this Agreement and Licensee's Limited Liability Company Agreement. Licensee shall not object to, oppose or otherwise seek to limit in any way Licensor's use or exploitation of the Mark in any manner which is consistent with the subject to the terms and conditions of this Agreement and Licensee's Limited Liability Company Agreement.

(b) Licensor hereby acknowledges and agrees that Licensee shall have the right to use and exploit the Licensee Marks throughout the universe in perpetuity subject to the terms and conditions of this Agreement and Licensee's Limited Liability Company Agreement. Except as otherwise provided for herein, Licensor shall not object to, oppose or otherwise seek to limit in any way Licensee's use or exploitation of the Licensee Marks, in any manner which is consistent with terms and conditions of this Agreement and Licensee's Limited Liability Company Agreement.

(c) The parties agree that in the event that any confusion arises between the Marks and the Licensee Marks, they will cooperate with each other and work in good faith to find ways to eliminate or minimize the confusion, without the obligation for either party to cease or further restrict their respective uses of the Mark and the Licensee Marks, as applicable.

(d) Neither party will apply to register any further trademark utilising the word BURGR without the consent and approval of the other, provided, however, Licensee may do so without the consent of Licensor so long as (i) such further trademark does not include the names or words "Gordon Ramsay", "Ramsay" or "Gordon", and (ii) Seibel and/or GRUS or their

respective affiliates control Licensee.

9. **Term.** The term of this Agreement shall be for twenty (20) years from the date hereof (the "**Term**") subject to earlier termination pursuant to Section 10 hereof. Provided that Licensee is not in breach of this Agreement, Licensors shall, at the request of Licensee, consider entering into a new license agreement for the Licensed Rights upon mutually agreeable terms negotiated in good faith. The foregoing notwithstanding, this Agreement shall continue in full force and effect in accordance with the terms and conditions hereof solely with respect to, and during the effectiveness of, any sublicense between the Licensee and any Sublicensees that exist or at the date the Term expires.

10. **Default and Termination.**

10.1. **Events of Default.** The following constitutes an event of default:

(a) If a party is in material default in the performance of an obligation under this Agreement, and such default continues for a period of thirty (30) days after written notice from the aggrieved party; provided, however, that if such default cannot by its nature reasonably be cured within such thirty (30) day period, an event of default will not occur if and so long as the defaulting party promptly commences and diligently pursues the curing of such default within a reasonable time thereafter.

10.2. **Rights Upon Event of Default.** Upon the occurrence of a continuing and uncured event of default under Section 10.1, the non-defaulting party may terminate this Agreement by providing written notice to the other party of its election to do so (a "Termination Notice"). The foregoing notwithstanding, if a non-defaulting party terminates this Agreement pursuant to this Section 10.2, this Agreement shall continue in full force and effect in accordance with the terms and conditions hereof with respect to, and during the effectiveness of, any sublicense between the Licensee and any Sublicensees that exists as of the date of the Termination Notice. A party that elects to exercise its termination right pursuant to this Section 10.2 reserves any and all other additional remedies that may be available to it under this Agreement and/or at law or in equity.

11. **Effect of Termination.** Upon termination of this Agreement, all of Licensee's rights to use the Licensed Rights will terminate and Licensee must immediately discontinue all use of the Mark. Licensee shall, upon the request of Licensors after such termination, take such actions and execute such documents, if any, as may be reasonably necessary or appropriate to reflect its surrender of any rights acquired by Licensee under this Agreement.

12. **Force Majeure.** No party will be deemed to be in default of its obligations under this Agreement if and to the extent that such party is unable to perform such obligation as a result of fire, flood, storm or other casualty, act of God, strike or other labor unrest, unavailability of materials, war, riot or other civil commotion or any other cause beyond the control of such party.

13. **Assignment.** This Agreement and the rights and obligations of the parties hereunder may not be assigned, sublicensed, delegated, sold, transferred, or otherwise disposed

of, by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonable withheld, conditioned or delayed save that Licensor shall be able to assign the benefit but not its duties and obligations of this Agreement without fetter or inhibition. The parties agree that any permitted assignment or transfer (if any) shall (a) not relieve the assignor of any payment or other obligation under this Agreement, and (b) require the applicable assignee to be bound by all limitations, restrictions and quality control provisions set forth in this Agreement.

14. **Notices.** Any notice, statement or demand required to be given under this Agreement must be in writing, sent by certified mail, postage prepaid, return receipt requested, or by nationally-recognized overnight delivery service, receipt confirmed, addressed as follows:

to Licensor at:

1 Catherine Place
London, SW1E 6DX
United Kingdom
Attn: Stuart Gillies

to Licensee at:

200 Central Park South
19th Floor
New York, New York 10019, USA
Facsimile: (212) 315-1978
Attn: Rowen Seibel

or to such other addresses as parties may designate in the manner provided in this Section 14. Any notice or other communication will be deemed given (a) on the date that is 3 business days after it has been mailed if sent by certified mail, or (b) on the date received if it has been given to a nationally-recognized overnight delivery service.

15. **Additional Documents and Acts.** Each party agrees to cooperate and perform such additional acts or execute and deliver such additional documents as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

16. **Entire Agreement; Conflict.** This Agreement (including the recitals set forth on the initial page of this Agreement, which are hereby incorporated herein by reference) and its exhibits constitute the entire understanding between the parties relating to the subject matter hereof. No party will be bound by any representation or agreement other than as expressly stated in this Agreement or as subsequently set forth in writing and executed by a duly authorized officer of the party to be bound thereby. In the event that the terms and provisions of the Company's Limited Liability Company Agreement causes any ambiguity or conflict in the interpretation of the terms and provisions of this Agreement, the terms and provisions of this

Agreement will govern.

17. **Governing Law.** The validity, interpretation, and enforceability of this Agreement will be governed by the laws of the State of New York, without regard to its conflict of laws provisions.

18. **Resolution of Disputes.** Except as otherwise provided herein, each of the parties hereto (a) consents and submits to the jurisdiction of any state or federal court of competent jurisdiction located in the County of New York, in the State of New York, in any action or proceeding arising out of or relating in any manner to this Agreement, and (b) waives any claim that any such state or federal court is an inconvenient forum. Service of process in any such action or proceeding brought hereunder may be made by faxing and mailing copies of such process to the address of the parties provided for in Section 14, provided that nothing herein shall affect the right of any party to serve legal process in any other manner permitted by law.

19. **Equitable Relief.** In the event that a party violates or threatens to violate any applicable covenant (i) set forth in Section 5 or (ii) that is reasonably likely to negatively affect Licensors' interest in the Licensed Rights, each party agrees that the aggrieved party will be without an adequate remedy at law and will, therefore, be entitled to enforce such restrictions by preliminary, temporary and/or permanent injunction or mandatory relief in any court of competent jurisdiction without the necessity of proving damages, without the necessity of posting any bond or other security, and without prejudice to any other rights and remedies which the aggrieved party may have at law or in equity.

20. **Waiver and Amendment.** No waiver, amendment or modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by Licensor and Licensee. No waiver or forbearance by any party hereto of its right to enforce any provision of this Agreement shall be construed as constituting a continuing waiver or as a waiver in other instances. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights. No course of conduct or method of doing business shall modify or amend the terms hereof.

21. **Severability.** If any provision of this Agreement shall be determined to be unenforceable to any extent, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law. If any provision is held invalid as to duration, scope, activity, or subject, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

22. **Counterparts and Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become binding and enforceable upon a party at such time as a counterpart has been signed and transmitted either personally or via facsimile to the other party. Signatures hereon distributed by facsimile, PDF, electronic transmission or similar means of transmittal shall be deemed original signatures hereon.

23. **Binding Effect.** This Agreement is binding upon each party and permitted assignees.

24. **Terms of Agreement.** The parties agree that the terms of this Agreement shall not be divulged to any third party, other than a party's attorneys, accountants and other professionals with a reasonably need to know such information, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.

25. **Headings.** The headings are inserted for convenience only and do not affect the meaning of any provision of this Agreement. The Recitals are a material part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year set forth below.

GR US LICENSING, LP

By: Kavalake Limited, Its General Partner

By: 
Name: Gordon Ramsay
Title: Director

GR BURGR, LLC

By: _____
Name: Rowen Seibel
Title: Manager

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year set forth below.

GR US LICENSING, LP

By: Kavalake Limited, Its General Partner

By: _____
Name: Gordon Ramsay
Title: Director

GR BURGR, LLC

By: Rowen Seibel
Name: Rowen Seibel
Title: Manager

Schedule A

Licensor Trademarks

BURGR Gordon Ramsay

Schedule B

Licensee Trademarks

BURGR and GR BURGR, and, subject to Section 8(d), any variation thereof, except with the name(s) or word(s) "Gordon Ramsay", "Ramsay" or "Gordon".

Exhibit 5



July 19, 2013

VIA FED EX

Gordon Ramsay
c/o Gordon Ramsay Holdings Limited
1 Catherine Place London SW1E6X
United Kingdom

AND

Stuart Gilles
c/o Gordon Ramsay Holdings Limited
1 Catherine Place London SW1E6X
United Kingdom

AND

GR BURGR, LLC
c/o Rowen Seibel
200 Central Park South
19th Floor
New York, NY 10019

WITH COPIES TO:

✓ Brian Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

AND

Michael Thomas
Sheridans Solicitors
Alfred Place
London WC1E7EA
United Kingdom

RE: Development, Operation and License Agreement, dated as of December 13, 2012, by and among Gordon Ramsay, GR BURGR, LLC and PHW Manager, LLC on behalf of PHW Las Vegas, LLC (d/b/a Planet Hollywood) (the "Agreement")

Total Rewards* • Caesars* • Harrah's* • Horseshoe* • WSOP*
Bally's* • Flamingo* • Grand Biltmore* • Harveys* • Paris* • Planet Hollywood* • The Quad* • Rio* • Showboat* • Tunica Roadhouse*
3667 Las Vegas Boulevard South • Las Vegas, NV 89109 • planethollywoodresort.com

Ladies and Gentlemen:

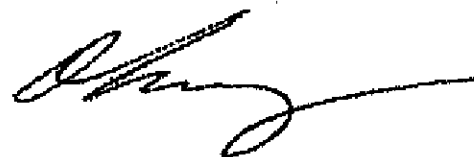
As you may be aware, Caesars Entertainment Corporation ("Caesars") has been considering a transaction that is intended to provide Caesars with growth capital in a flexible structure, through its creation of a newly-formed entity, Caesars Growth Partners, LLC ("Growth Partners"). Growth Partners will be controlled by the same parties currently controlling Caesars and Caesars will continue to provide management services to Planet Hollywood following the transaction. The transaction will be structured as (i) an initial contribution by PHW Las Vegas, LLC ("PHW Las Vegas") of its assets and liabilities to a new subsidiary of PHW Las Vegas, PHWLV, LLC ("PHW Growth"), followed by (ii) the sale by PHW Las Vegas of equity interests in PHW Growth to Growth Partners, followed by (iii) the contribution by Growth Partners of equity interests in PHW Growth to a new subsidiary of Growth Partners, Caesars Growth PH, LLC (together, the "Proposed Transaction"). Closing of the Proposed Transaction will be subject to satisfaction of certain conditions, including receipt of certain required gaming regulatory and lender approvals. For more information regarding this Proposed Transaction, Growth Partners and its parent, Caesars Acquisition Company, please see the filed S-1 available at the Securities and Exchange Commission's website, at <http://www.sec.gov/Archives/edgar/data/1575879/000119312513286553/d538772ds1.htm>.

Please countersign this letter in the space provided below to evidence, for all purposes under the Agreement, your (a) consent to and approval of the Proposed Transaction and (b) acknowledgment that the Agreement will continue in full force and effect in accordance with its terms following the Proposed Transaction. You and we further agree and acknowledge that (i) Growth Partners and its subsidiaries are intended third-party beneficiaries of this letter agreement and the consents herein and (ii) this letter agreement shall be governed by the laws of the State of Nevada, and may be executed in counterparts, including by facsimile or electronic means.

Your prompt attention in executing and returning this letter agreement to Michael Stein, Associate Chief Counsel – Transactional, by facsimile at (702) 892-2633 or electronic means at mstein@caesars.com is greatly appreciated. If you no longer provide services to Planet Hollywood and therefore your consent is not needed, please so indicate and return it to us by facsimile or electronic means. If you have any questions regarding the Proposed Transaction, please do not hesitate to call Michael Stein at (702) 880-4711 or my office at (702) 946-4893.

Sincerely,


PHW Las Vegas, LLC (d/b/a the Planet
Hollywood Resort & Casino)



David Hoenemeyer
Regional President
Bally's, Paris and Planet Hollywood

ACCEPTED AND AGREED TO, WITH CONSENTS GRANTED:

GR BURGR, LLC

By: 
Name: Ramon Sotol
Title: Managing Member

GORDON RAMSAY

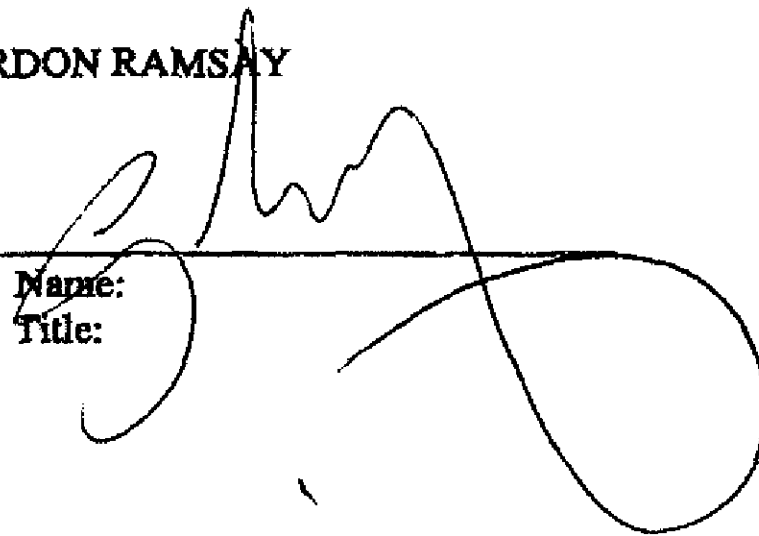
By: 
Name: _____
Title: _____

Exhibit 6



GORDON RAMSAY BURGR



Exhibit 7

Exhibit 8

SNACKS

Pork Belly "Hot Pockets" \$12

pork belly + bacon marmalade + butter dough
+ tomato jam + herb & avocado aioli

Ahi Poke Sliders \$14

ahi tuna + sriracha mayo + cabbage + ponzu
+ crispy onions + furikake roll

Fury Chicken Wings \$14

tangy hellfire blue cheese wings

Beer Battered Maui Onion Rings V \$9

parmigiano-reggiano + chipotle ketchup
+ cheddar ranch dip

Roasted Jalapeño Poppers \$12

cheddar bacon + cheddar ranch + one fiery surprise

Hummus V \$10

flat bread + veggie sticks
GF - without flatbread

GREENS & SALAD

Kale Granny-Apple Caesar Salad \$13

parmigiano-reggiano cheese
+ mini herb-garlic croutons

Farro-Quinoa & Chicken Salad \$14

herbed chicken + farro + red quinoa + cucumber
+ avocado + tuscan kale + pine nuts
+ feta cheese + lemon vinaigrette

DEVIL DAUGS

all natural beef snap-dog simmered in
hellfire sauce / grilled over apple & alder wood

Standard Dawg \$12

mustard + ketchup + pickle + onion

Fresh Roasted Chili Dawg \$13

roasted fresno pepper + jalapeños
+ cheddar cheese + avocado
+ red onion + chipotle ketchup

Blue Burger* \$14

maytag blue cheese + arugula

American Burger* \$15

american cheese + butter lettuce + tomato
+ pickle + onion

Hell's Kitchen Burger* \$15

asadero cheese + roasted jalapeños + avocado
+ oven roasted tomatoes + jalapeño pesto aioli

Uber Cheese Burger* \$15

asadero cheese + fontina cheese
+ boursin cheese + vintage white cheddar

Euro Burger* \$16

truffle aioli + goat cheese + arugula
+ oven roasted tomato

Truffle Burger* \$21

truffle tremor cheese + foie gras crème fraîche
+ truffle aioli + frisée lettuce

BURGERS

grilled over apple
& alder wood

Chanterelle Burger* \$16

chanterelle mushrooms + arugula
+ figgy-onion jam

Britannia Burger* \$15

english sharp cheddar + mango chutney
+ arugula

Earth Burger V (no meat) \$16

portabella mushroom + fontina cheese
+ shaved vegetables + herb aioli
GF - with no bun

Farm Burger* \$15

duck breast bacon + english sharp cheddar
+ fried egg

Turkey Burger* \$14

manchego cheese + blueberry compote
+ candied lemon + spicy mayo + potato crisp
+ butter lettuce

Southern Yardbird Burger \$14

chicken burger + sharp cheddar + mustard bbq sauce
+ pickle + butter lettuce

SUGAR FIX

Shake #1 - \$9

caramel pudding + chocolate shake
+ toffee cookie

Shake #2 - \$9

coconut pudding + strawberry shake + chocolate cookie

Shake #3 - \$9

butterscotch pudding
+ banana shake (walnuts, strawberry, chocolate)
+ snickerdoodle cookie

Shake #4 - \$9

crème brûlée pudding + oreo shake + oreo cookie

Shake #5 - \$9

chocolate hazelnut pudding + coffee shake
+ praline cookie

Sticky Toffee Pudding \$7

Push Up Pops (2)
salted peanut ice cream

Fish & Crisp Sandwich \$17

ale battered cod
+
salt & vinegar crisps
+
fresh dill tartar sauce

The Hog Burger* \$18

mangalitsa pork + mangalitsa bacon
+ bbq pork + vintage white cheddar
+ pickles + crisp onion + slaw

FRIES

Sweet Potato Fries \$9

vanilla powdered sugar
+ honey jalapeño mayo

Gooney Fries* GF \$13

hand cut fries + vintage white cheddar
+ smoked gouda cheese + toscano salami
+ over easy egg

Truffle Parmesan Fries GF \$11

hand cut fries + truffle parmesan
+ truffle salt + truffle aioli

Just Fries GF \$8

hand cut fries + chipotle ketchup
+ curry ketchup

V - Vegetarian

GF - Gluten-Free

BEVERAGES

Fresh Brewed Coffee \$4

regular or decaffeinated

Fresh Brewed Iced Tea \$4

Bottled Water

fiji small 4 large 7
badoit sparkling small 4 large 7

Fountain Drinks \$4

pepsi + diet pepsi + mountain dew + sierra mist
+ mug rootbeer + raspberry tea

Specialty Bottled Sodas \$5

dr. brown's rootbeer + dr. brown's cream soda
+ dr. brown's orange soda

* Thoroughly cooking food of animal origin, including but not limited to beef, eggs, fish, milk, poultry, or shellstock reduces the risk of food borne illness. Young children, elderly, individuals with certain health conditions may be at a higher risk if these foods are consumed raw or undercooked.

* Some products may contain nuts.

Exhibit 9

APPETIZERS

- Pork Belly "Hot Pockets" \$12**
pork belly + butter + marinade + butter dough
+ tomato jam + herb salad
- Ahi Poke Sliders \$14**
ahi tuna + marcho mayo + cabbage + onion
+ spicy onion + kanihonu oil + herb salad
- Fury Chicken Wings \$14**
100% natural blue cheese wings
- Beer Battered Maui Onion Rings \$10**
beefingano marinated + beer batter + onion
+ herb salad
- Roasted Jalapeno Poppers \$12**
cheddar cheese + jalapeno + onion
- Hummus \$10**
pita bread + tomato + olive oil

BURGERS

- Blue Burger* \$14**
marbled blue cheese + onion
- American Burger* \$15**
cheddar cheese + butter lettuce + tomato
+ pickle + onion
- Hell's Kitchen Burger* \$15**
cheddar cheese + onion + jalapeno + tomato
+ onion + onion + onion + onion
- Uber Cheese Burger* \$15**
cheddar cheese + onion + tomato
+ onion + onion + onion + onion
- Euro Burger* \$16**
marbled blue cheese + onion
+ onion + onion + onion + onion
- Turtle Burger* \$21**
turtle meat + cheese + onion + onion + onion
+ onion + onion + onion + onion

BURGERS

- Charterelle Burger* \$16**
charterelle mushrooms + onion
+ tomato + onion
- Britannia Burger* \$15**
single cheese cheddar + onion + onion
+ onion
- Earth Burger - (no meat) \$16**
marbled blue cheese + tomato + onion
+ onion + onion + onion + onion
- Farm Burger* \$15**
black forest burger + onion + onion + onion
+ onion
- Turkey Burger* \$14**
manchego + onion + onion + onion
+ onion + onion + onion + onion
- Southern Yucca Burger* \$14**
yucca + onion + onion + onion
+ onion + onion + onion + onion

SUCCASIES

- Shake #1 - \$9**
caramel pudding + chocolate shake
+ cake cookie
- Shake #2 - \$9**
caramel pudding + chocolate shake + chocolate cookie
- Shake #3 - \$9**
caramel pudding + chocolate shake + chocolate cookie
- Shake #4 - \$9**
caramel pudding + chocolate shake + chocolate cookie
- Shake #5 - \$9**
caramel pudding + chocolate shake + chocolate cookie
- Sticky Toffee Pudding \$7**
- Push Up Pops (2)**
soft peach ice cream

GREENS & SALAD

- Kale Cranberry-Apple Caesar Salad \$13**
kale + cranberry + apple + cheese
+ herb + onion + onion
- Farro-Quinoa & Chicken Salad \$14**
herbed chicken + farro + quinoa + cucumber
+ avocado + tomato + onion + onion
+ herb + onion + onion

DEVIL PASTES

- all natural beef + onion + onion + onion
+ onion + onion + onion + onion

Standard Burgers

- Standard Burger \$12**
marbled blue cheese + onion + onion
+ onion + onion + onion + onion
- Green Roasted Chili Burger \$13**
green roasted chili + onion + onion
+ onion + onion + onion + onion

FISH & CRAB SANDWICH

- Fish & Crab Sandwich \$17**
no butter + onion
+ onion + onion + onion
+ onion + onion + onion + onion

THE HOG BURGER

- The Hog Burger* \$18**
marbled blue cheese + onion + onion
+ onion + onion + onion + onion

FRIES

Sweet Potato Fries

- Sweet Potato Fries \$11**
marbled blue cheese + onion + onion
+ onion + onion + onion + onion

Cheesy Fries

- Cheesy Fries* \$13**
marbled blue cheese + onion + onion
+ onion + onion + onion + onion

Turtle Parmesan Fries

- Turtle Parmesan Fries \$11**
marbled blue cheese + onion + onion
+ onion + onion + onion + onion

Just Fries

- Just Fries \$8**
marbled blue cheese + onion + onion
+ onion + onion + onion + onion

BEVERAGES

- Fresh Brewed Coffee \$4**
1/2 cup + 1/2 cup + 1/2 cup
- Fresh Brewed Iced Tea \$4**
- Bottled Water**
\$1.50 small 4 large 2.50
- Fountain Drinks \$4**
peach + diet peach + mountain dew
+ mango + raspberry + raspberry
- Specialty Bottled Sodas \$5**
1/2 cup + 1/2 cup + 1/2 cup + 1/2 cup
+ 1/2 cup + 1/2 cup + 1/2 cup

all items are made with 100% natural ingredients
no artificial flavors or preservatives
no trans fats or hydrogenated oils
no MSG or other additives
no animal products or by-products
no GMOs or genetically modified organisms
no pesticides or herbicides
no antibiotics or hormones
no steroids or other drugs
no alcohol or other intoxicants
no caffeine or other stimulants
no nicotine or other tobacco products
no illegal drugs or substances
no weapons or dangerous items
no cash or other valuables
no pets or animals
no children or minors
no adults or seniors
no pregnant women or nursing mothers
no people with medical conditions
no people with allergies
no people with food sensitivities
no people with food intolerances
no people with food aversions
no people with food phobias
no people with food fears
no people with food obsessions
no people with food compulsions
no people with food disorders
no people with food addiction
no people with food dependence
no people with food withdrawal
no people with food cravings
no people with food urges
no people with food impulses
no people with food thoughts
no people with food feelings
no people with food beliefs
no people with food attitudes
no people with food values
no people with food ethics
no people with food morals
no people with food principles
no people with food standards
no people with food criteria
no people with food measures
no people with food tests
no people with food methods
no people with food techniques
no people with food skills
no people with food knowledge
no people with food wisdom
no people with food experience
no people with food expertise
no people with food mastery
no people with food perfection
no people with food excellence
no people with food quality
no people with food quantity
no people with food variety
no people with food choice
no people with food freedom
no people with food security
no people with food justice
no people with food equity
no people with food inclusion
no people with food participation
no people with food contribution
no people with food responsibility
no people with food accountability
no people with food transparency
no people with food openness
no people with food honesty
no people with food integrity
no people with food trustworthiness
no people with food reliability
no people with food predictability
no people with food consistency
no people with food uniformity
no people with food sameness
no people with food similarity
no people with food likeness
no people with food resemblance
no people with food comparison
no people with food contrast
no people with food difference
no people with food distinction
no people with food separation
no people with food division
no people with food partitioning
no people with food splitting
no people with food breaking
no people with food cutting
no people with food slicing
no people with food dicing
no people with food mincing
no people with food chopping
no people with food grinding
no people with food crushing
no people with food pulverizing
no people with food mashing
no people with food blending
no people with food mixing
no people with food combining
no people with food joining
no people with food connecting
no people with food relating
no people with food associating
no people with food linking
no people with food bonding
no people with food uniting
no people with food merging
no people with food fusing
no people with food joining
no people with food connecting
no people with food relating
no people with food associating
no people with food linking
no people with food bonding
no people with food uniting
no people with food merging
no people with food fusing

Exhibit 10

Mark A. Clayton
Tel 702.792.3773
Fax 702.792.9002
claytonm@gtlaw.com

September 21, 2016

VIA EMAIL AND OVERNIGHT COURIER

Gordon Ramsay
c/o Gordon Ramsay Holdings Limited
539-547 Wandsworth Road
London
SW8 3JD
United Kingdom

GR BURGR, LLC
c/o: Rowen Seibel
200 Central Park South, 19th Floor
New York, NY 10019

Brian Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

Michael Thomas
Sheridans
Seventy Six Wardour Street
London
W1F 0UR
United Kingdom

Re: Development, Operation and License Agreement by and among PHW Las Vegas, LLC dba Planet Hollywood by its manager, PHW Manager LLC ("Caesars"), GR BURGR, LLC ("GRB"), and Gordon Ramsay, an individual dated December 13, 2012 ("Agreement")

Gentlemen:

Reference is made to my correspondence, dated September 2, 2016, regarding the Agreement. For purposes of this letter, capitalized terms not defined herein have the meaning set forth in the Agreement.

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BERLIN*
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON**
LOS ANGELES
MEXICO CITY*
MIAMI
MILAN**
NEW JERSEY
NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME**
SACRAMENTO
SAN FRANCISCO
SEOUL*
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TEL AVIV*
TOKYO*
WARSAW*
WASHINGTON, D.C.
WESTCHESTER COUNTY
WEST PALM BEACH

* OPERATES AS
GREENBERG TRAURIG GERMANY LLP
* OPERATES AS
GREENBERG TRAURIG MAHER LLP
* OPERATES AS
GREENBERG TRAURIG S.C.
* STRATEGIC ALLIANCE
* OPERATES AS
GREENBERG TRAURIG LLP
FOREIGN LEGAL CONSULTANT OFFICE
* A BRANCH OF
GREENBERG TRAURIG, P.A.
FLORIDA USA
* OPERATES AS
ST. LOUIS - HORTS UJIMUS-C
* OPERATES AS
GREENBERG TRAURIG ORZESAK SPK
139
AA00200

September 21, 2016

Page 2

As of 11:59 p.m. on September 20, 2016, Caesars had not received any evidence that GRB had disassociated with Rowen Seibel, an individual who is an Unsuitable Person, pursuant to the Agreement.

Because GRB failed to disassociate with an Unsuitable Person, Caesars hereby terminates the Agreement pursuant to Section 4.2.5 of the Agreement, effective immediately.

Lastly, Caesars reserves and retains all other rights and remedies available under the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Clayton".

Mark A. Clayton
Shareholder

MAC/

Exhibit 11

FENNEMORE CRAIG, P.C.

300 E. Second Street
Suite 1510
Reno, Nevada 89501
(775) 788-2200

Dan R. Reaser
Direct Phone: (775) 788-2226
Direct Fax: (775) 788-2227
dreaser@fclaw.com

Law Offices
Denver (303) 291-3200
Las Vegas (702) 692-8000
Nogales (520) 281-3480
Phoenix (602) 916-5000
Reno (775) 788-2200
Tucson (520) 879-6800

September 15, 2016

ELECTRONIC & U.S. MAIL

Mark A. Clayton, Esq.
GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas Nevada 89169

Re: GR BURGR, LLC;
DEVELOPMENT, OPERATION AND LICENSING AGREEMENT
*Determination of Unsuitability and Demand for Termination of Association
with Rowan Seibel*

Dear Mark:

We represent Gordon Ramsay and GR US Licensing, L.P. ("GRUS"). This letter is further to your correspondence dated September 2, 2016, notifying Mr. Ramsay and GRUS that PHW Las Vegas, LLC ("PHW"), had determined that Rowan Seibel is an "Unsuitable Person" as defined in Section 1 of that certain Development, Operation and Licensing Agreement dated December 13, 2012 (the "Agreement"), among Mr. Ramsay, GR Burgr, LLC (the "Company"), and PHW. In your correspondence dated September 2, 2016, PHW demands that on or before September 20, 2016, Mr. Ramsay and the Company terminate any relationship with Mr. Seibel based on his status as an Unsuitable Person. Failing such disassociation, PHW advised that Mr. Ramsay and the Company will face termination of the Agreement under Section 4.2.5 of that contract.

By this letter, we advise PHW that Mr. Ramsay and GRUS have made demand upon Mr. Seibel that he terminate his interest in and association with the Company. Mr. Seibel has declined to accede to this demand as of the date of this letter. While Mr. Ramsay and GRUS are hopeful that Mr. Seibel will timely respond favorably to that request, neither Mr. Ramsay nor GRUS can provide any assurance that PHW's demand will be satisfied by September 20, 2016. In an effort to demonstrate to PHW that Mr. Ramsay and GRUS consider seriously this

FENNEMORE CRAIG

Mark A. Clayton, Esq.
GREENBERG TRAURIG, LLP
September 15, 2016
Page 2

situation, we enclose with this letter copies of correspondence exchanged with counsel for Mr. Seibel.

As PHW may surmise from the accompanying correspondence, while GRUS is a member of the Company, GRUS and Mr. Ramsay do not have the legal authority to unilaterally terminate Mr. Seibel's interest and membership in the Company. To accomplish that end will require either his assent or a legal proceeding dissolving the Company. PHW also will discern from this course of correspondence with Mr. Seibel's representative, that Mr. Seibel has proposed to transfer his interest in the Company to a Family Trust that will be subject to control by his spouse and an attorney. Our clients have rejected this proposal as a solution to PHW's demand for disassociation with Mr. Seibel. That decision was reached because this arrangement does not definitively terminate any direct or indirect involvement or influence in the Company by Mr. Seibel. Further, the arrangement provides no method by which PHW or a gaming regulatory agency could be confident that Mr. Seibel did not retain the ability, through a family member or a retained attorney, to be involved with, or profit from, a continuing business relationship with PHW under the Agreement. Please confirm that PHW is of the same view.

What Mr. Ramsay and GRUS can assure PHW is that (i) Mr. Ramsay and GRUS have since your letter avoided, and will continue to avoid, any other association with Mr. Seibel; and, (ii) absent Mr. Seibel's timely voluntary termination of his interest in the Company, both Mr. Ramsay and GRUS will undertake to terminate their singular association with Mr. Seibel through the Company using available legal and equitable remedies under applicable law.

Mr. Ramsay and GRUS commit to keep PHW promptly apprised of any material developments in the continuing efforts to comply with PHW's demand. Please advise should have any questions.

Sincerely,



Dan R. Reaser

Enclosures (4)

cc: Michael Thomas, Esq.
Kevin Gaut, Esq.

Exhibit 12



Mark A. Clayton
Tel 702.792.3773
Fax 702.792.9002
claytonm@qtlaw.com

September 16, 2016

FIRST-CLASS MAIL
VIA E-MAIL - dreaser@fclaw.com

Dan Reaser
Fennemore Craig, P.C.
200 E. Second Street, Suite 1500
Reno, NV 89501

Re: GR Burgr, LLC

Dear Mr. Reaser:

Reference is made to your correspondence, dated September 15, 2016, regarding GR Burgr, LLC and your inquiry on the purported assignment by Rowen Seibel of his various interests to a family trust.

On September 12, 2016, we advised Mr. Seibel's attorney that such purported assignments were not acceptable to PHW Las Vegas, LLC ("PHW"). Similar to the analysis detailed in your correspondence, PHW determined that because the proposed assignees have direct and/or indirect relationships with Mr. Seibel, the proposed assignees are Unsuitable Persons, as defined in the Development, Operation and Licensing Agreement, dated December 13, 2012. Additionally, we advised Mr. Seibel's attorney that PHW believes the various gaming regulatory agencies which regulate Caesars Entertainment would equally find such purported assignment unacceptable.

If there are any questions, please do not hesitate to contact us.

Sincerely,


Mark A. Clayton
Shareholder

cc: Amie Sabo
Erica Okerberg

3773 Howard Hughes Parkway ■ Suite 400 North ■ Las Vegas, NV 89169 ■ Tel 702.792.3113 ■ Fax 702.792.9002

ALBANY
AMSTERDAM
ATLANTA
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BALTIMORE
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DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONG BEACH
LOS ANGELES
MEXICO CITY
MIAMI
MINN.
NEW JERSEY
NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
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PHILADELPHIA
PORTLAND
ROME
SACRAMENTO
SAN FRANCISCO
SCOTLAND
SHANGHAI
SIERRA VALLEY
TALLAHASSEE
TAMPA
TEL AVIV
WARSAW
WASHINGTON, D.C.
WEST PALM BEACH
WHITE PLAINS

CONNECTIONS TO:
AIRFRANCE, DELTA, EL AL, KLM, LUFTHANSA,
PAN AMERICAN, SAS, SWISS AIR, TWA
EUROPEAN AIRLINES
AFRICANAIR, ALGERIAN AIRWAYS
ARABIAN AIRWAYS
CAIRO INTERNATIONAL AIRWAYS
EAST AFRICAN AIRWAYS
ETHIOPIAN AIRWAYS
MALAYSIAN AIRWAYS
QATAR AIRWAYS
ROYAL AIR MAROC
TURKISH AIRLINES
UNITED ARAB EMIRATES AIRWAYS
ZIMBABWE AIRWAYS

Exhibit 13

Rowen Seibel
200 Central Park South
19th Floor
New York, New York 10019

April 11, 2016

Via E-Mail and Federal Express

GR US Licensing, LP
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808

Re: Limited Liability Company Agreement of GR BurGR, LLC (“GR
BurGR LLC”), dated as of December 2012, by and between
Rowen Seibel and GR US Licensing, LP (“GR US”) (the
“Agreement”)

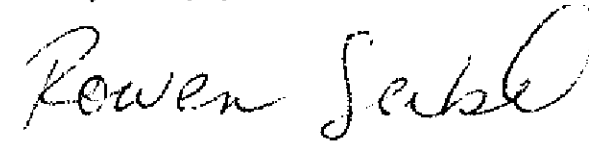
Ladies and Gentlemen:

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

As Rowen Seibel has determined to (i) transfer his interest in GR BurGR LLC to The Seibel Family 2016 Trust, (ii) resign as the Seibel Manager and (iii) appoint Craig Green as the Seibel Manager, pursuant to Section 8.2 of the Agreement, effective as of April 13, 2016, we request your consent by signing a copy of the attached: (1) Membership Interest Assignment Agreement, by and between Rowen Seibel and The Seibel Family 2016 Trust, and (2) Removal and Appointment of Manager of GR BurGR LLC, in each case, in the space indicated. Signed documents should be returned to the above address or the following email address: rowen900@gmail.com.

Thank you.

Very truly yours,

A handwritten signature in cursive script, reading "Rowen Seibel". The signature is written in black ink and is positioned above the printed name.

Rowen Seibel

cc: Stuart Gillies
1 Catherine Place
London SW1E 6DX, United Kingdom

Michael Thomas
Sheridans Solicitors
Whittington House, 19-30 Alfred Place
London WC1E 7EA, United Kingdom

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

Membership Interest Assignment Agreement (the "Agreement"), dated as of April 13, 2016, by and between Rowen Seibel (the "Assignor") and The Seibel Family 2016 Trust (the "Assignee").

WHEREAS, the Assignor owns fifty percent (50%) of the issued and outstanding membership interests (the "Membership Interests") of GR BurGR, LLC, a Delaware limited liability company (the "Company");

WHEREAS, the Assignor desires to assign and transfer to the Assignee all of the right, title and interest of the Assignor in and to the Membership Interests;

WHEREAS, the Assignee desires to accept such assignment and transfer and acquire the Membership Interests in accordance with the terms and conditions set forth herein;

WHEREAS, GR US Licensing, LP, a Delaware limited liability partnership ("GR US"), owns fifty percent (50%) of the Company; and

WHEREAS, pursuant to Section 10.1 of the Limited Liability Company Agreement of the Company, dated December 2012, by and among Assignor, GR US and the managers of the Company (the "Company LLC Agreement"), the assignment and transfer of the Membership Interests by the Assignor to the Assignee pursuant to this Agreement requires the consent of GR US.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Assignor and the Assignee hereby confirm that the foregoing recitals are true and complete and are incorporated herein.

2. For one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the Assignor hereby conveys, grants, transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Membership Interests, and the Assignee hereby accepts the same.

3. The Assignor resigns as a manager of the Company. The Assignee designates Craig Green as the successor sole manager of the Company.

4. This Agreement shall be effective as of the date first above written.

5. This Agreement shall inure to the benefit of and shall be binding upon the respective successors, assigns and legal representatives of the parties hereto.

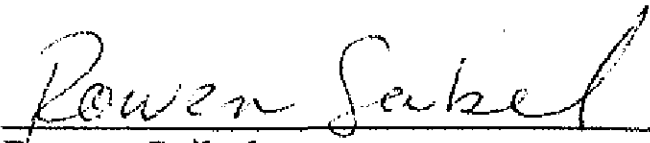
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

7. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any previous written or oral agreement with respect thereto.

8. This Agreement is made under and shall be construed in accordance with the laws of the State of New York applicable to contracts made and performed within the State of New York.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

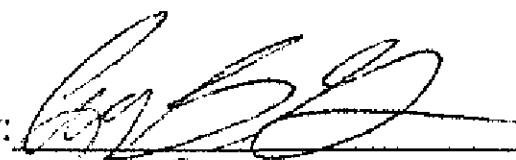
ASSIGNOR:



Rowen Seibel

ASSIGNEE:

THE SEIBEL FAMILY 2016 TRUST

By: 

Name: Craig Green
Title: Trustee

By: _____
Name:
Title: Trustee

Acknowledged and Agreed for purposes of Section 10.1 of the Company LLC Agreement:

GR US LICENSING, LP

By: _____
Name:
Title:

REMOVAL AND APPOINTMENT OF
MANAGER OF GR BURGR, LLC

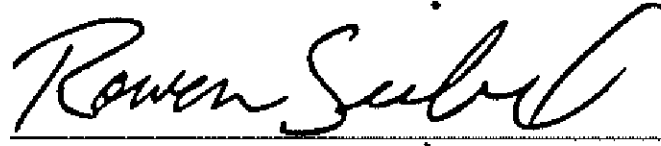
The undersigned, the owner of fifty percent (50%) of the issued and outstanding membership interests of GR BurGR, LLC, a Delaware limited liability company (the “Company”), does hereby take the following actions in accordance with Section 8.2 of the Limited Liability Company Agreement of the Company, dated December 2012 (the “LLC Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the LLC Agreement.

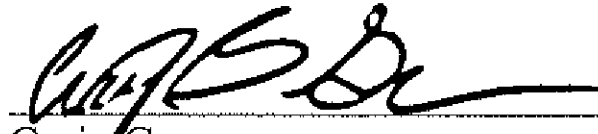
1. Effective as of the date hereof, Rowen Seibel hereby resigns as the Seibel Manager and Craig Green is hereby appointed in Rowen’s place as the Seibel Manager.

Craig Green, by virtue of his signature hereto, hereby agrees to be bound by the terms of the LLC Agreement in his capacity as the Seibel Manager.

Dated: April 13, 2016

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]


Rowen Seibel


Craig Green

Acknowledged and Agreed:

GR US LICENSING, LP

By: _____

Name:

Title:

[Replacement of Manager of GR BurGr, LLC]

Exhibit 14

To: Rowen Seibel
200 Central Park South
19th Floor
New York
New York 11019

BY EMAIL

13th April 2016

Dear Mr Seibel,

Limited Liability Company Agreement of GR BurgGR, LLC (the "LLC") dated as of December 2012 between Rowen Seibel and GR US Licensing, LP ("GRUS") (the "Agreement")

The terms defined in the Agreement have the same meaning in this letter.

We refer to your letter dated 11 April 2016 giving notice of and requesting our consent pursuant to section 10.1(a) of the Agreement to:

- (1) your proposed assignment of the membership interest in LLC to The Seibel Family 2016 Trust (the "**Membership Assignment**"); and
- (2) your proposed resignation as a Manager and proposed appointment of Mr Craig Green as a replacement Manager (the "**Appointment**").

Membership Assignment

We are unable to consent to the Membership Assignment taking immediate effect.

We would however be willing to consider the proposed Membership Assignment and in order for us to do so, the following information is required as soon as possible:

- a. details of the ownership structure of The Seibel Family 2016 Trust (the "**Trust**");
- b. details of, and your relationship/affiliation with, the trustee(s) and beneficiary(ies) and the ultimate beneficial owner of the Trust;
- c. details of the main contact person of the Trust for day to day communication;
- d. details of any appointed representatives/agents of the Trust;
- e. certified copies of constitutional documents relating to the Trust, including but not limited to the Certificate of Incorporation and the constitution/byelaws or the equivalent governing documents;
- f. clarification of the commercial rationale for the proposed Membership Assignment;
- g. the basis for the valuation of your 50% membership interest in the LLC being set at one US dollar; and
- h. any other material information which might assist us with consideration of the proposed Membership Assignment.

Appointment

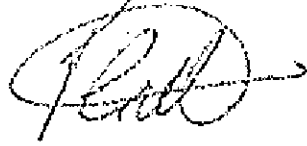
We are unable to consent to the Appointment at this stage. Although we are aware of Mr Craig Green as part of his Involvement with The Fat Cow, in order for us to properly consider the proposed Appointment pursuant to section 8.2 of the Agreement, we require the following information as soon as possible:

- a. certified copies of Mr Green's passport and most recent utility bill showing his residential address;
- b. Mr Green's resume;
- c. two reference letters; and
- d. details of Mr Green's affiliation, if any, with you, the Trust or any beneficial owner, trustee or beneficiary of the Trust.

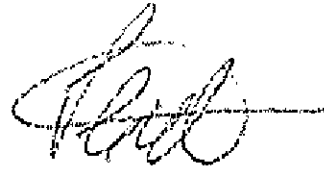
Please note that should Mr Green be appointed as a replacement Manager of the LLC, he will be required to enter into a consultancy agreement in the form and on the terms approved by us.

The above information should be sent within five (5) days following the date of this letter.

Yours sincerely

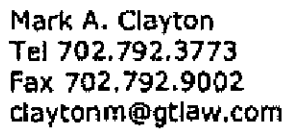


Stuart Gillies



**For and on behalf of
GR US Licensing, LP**

Exhibit 15

**VIA OVERNIGHT COURIER**

GR BURGR, LLC
c/o: Rowen Seibel
200 Central Park South, 19th Floor
New York, NY 10019

Michael Thomas
Sheridans Solicitors
Alfred Place
London WC1E 7EA
United Kingdom

To whom it may concern:

Pursuant to Section 11.2 of the Agreement, GRB has acknowledged and agrees that Caesars and/or its affiliates conduct business that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Additionally, Section 11.2 provides that if Caesars determines, in its sole and absolute judgment, that any GR Associate is an Unsuitable Person, GRB shall cease the activity or relationship creating the issue.

Caesars is aware that Rowen Seibel, who is a GR Associate under the Agreement, has recently pleaded guilty to a one-count criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due

GREENBERG TRAURIG, LLP ■ ATTORNEYS AT LAW ■ WWW.GTLAW.COM
3773 Howard Hughes Parkway, Suite 400 North ■ Las Vegas, Nevada 89169 ■ Tel 702.792.3773 ■ Fax 702.792.9002
LV 43976621901
GREENBERG TRAURIG, LLP ■ ATTORNEYS AT LAW ■ WWW.GTLAW.COM
3773 Howard Hughes Parkway ■ Suite 400 North ■ Las Vegas, NV 89169 ■ Tel 702.792.3773 ■ Fax 702.792.9002

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TAMPA
TIBURON
WASHINGTON
WASHINGTON, DC
WEST PALM BEACH
WHITE PLAINS

September 2, 2016
Page 2

administration of the Internal Revenue Laws), a Class E Felony. Such felony conviction renders Rowen Seibel an Unsuitable Person.

Therefore, GRB shall, within 10 business days of the receipt of this letter, terminate any relationship with Mr. Seibel and provide Caesars with written evidence of such terminated relationship. If GRB fails to terminate the relationship with Mr. Seibel, Caesars will be required to terminate the Agreement pursuant to Section 4.2.5 of the Agreement.

Lastly, Caesars reserves and retains all other rights and remedies available under the Agreement.

Sincerely,



Mark A. Clayton
Shareholder

MAC/

Exhibit 16



MITCHELL SILBERBERG & KNUPP LLP
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Kevin E. Gaut
(310) 312-3179 Phone
(310) 231-8379 Fax
keg@msk.com

September 12, 2016

VIA E-MAIL ONLY (BZIEGLER@CERTILMANBALIN.COM)

Brian K. Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, NY 11554

Re: **GR Burgr, LLC**

I am in receipt of your letter to me dated September 8, 2016. Your client must disassociate from GR Burgr LLC (the "Company"), and fully comply with Caesars' requirements within their timeline. The consequences to the Company and my clients from Mr. Seibel's failure to do so will only further complicate his situation.

In your letter you make your now customary remarks with respect to inaccurate facts, assumptions and conclusions without substantive response to any points in my letter. Notably, you fail to identify a single of these claimed inaccuracies, erroneous assumptions, or wrong conclusions.

We need not quibble. The facts in this matter relating to Mr. Seibel are clear and are a matter of public record as disclosed by the press reports and the court record. Mr. Seibel is a convicted felon and he going to serve time in federal custody. The publicly available information confirms the circumstances of and shows the duration of Mr. Seibel's nefarious activities. Importantly, as established by the Court record, Mr. Seibel "allocuted to acting *corruptly*" [emphasis added]. As to Mr. Seibel's excuses, the presiding federal judge observed "[w]hatever the motivation for getting involved in this scheme and, more importantly, for continuing in the scheme for as long as he did, . . . *the fact is that it continued for years*, and he made a whole series of corrupt and misguided decisions to perpetuate it" [emphasis added]. Mr. Seibel was engaged in those corrupt activities at the very time he formed the Company with my clients and signed the December 13, 2012, Development, Operation and Licensing Agreement (the "Caesars Agreement") with PHW Las Vegas, LLC ("Caesars"). This information is readily available to Caesars, as well as gaming and alcoholic beverage control regulatory officials, thus ending any foreseeable prospect for Mr. Seibel to have business associations with a gaming licensee.

Under these facts, your disclaimer of concealment and of any disclosure obligation, as well as the assertion that there is "nothing to disclose," is a remarkable admission of your client's disregard of his legal obligations as an officer of the Company and in relation to the contractual commitments made in the agreement with Caesars, a highly regulated gaming business operating a hotel casino chain. Based on the very terms of the Caesars Agreement, neither Mr. Seibel nor you can credibly assert such a position.

The first correspondence my clients received in this matter was Mr. Clayton's letter of September 2, 2016. We wrote to you on that very same day as my clients also had seen the public statements relating to your client's conviction and jail sentence. Inexplicably, neither you nor your client brought this highly material development adversely impacting the Company's business and assets to my clients' attention.

It is clear from the Caesars Agreement what options they have open to them. In the circumstances, your client is in no position to demand anything at all from my clients. Mr. Seibel has destroyed the business of the Company and placed my clients in significant jeopardy through association with your client, all of which is a situation wholly created by Mr. Seibel's criminal conduct and conviction, breach of the Caesars Agreement, and misrepresentation. Mr. Seibel's actions and omissions alone have led to his conviction and his resulting designation by Caesars as an Unsuitable Person. My clients shoulder no responsibility here, but will bear significant loss because Mr. Seibel is a convicted felon. Your effort to project to others responsibility for the predicament caused by Mr. Seibel's criminal behavior is disingenuous.

Your letter contains many other misstatements that should be countered. It is not correct to say that the relationship with Caesars is alone through the Company. GR US Licensing LP ("GR US"), is a 50 percent owner of the Company and Mr. Ramsay is a party to the Caesars Agreement. As such my clients are also in a business association with Caesars and a convicted felon thanks to Mr. Seibel's conduct. To avoid also being declared unsuitable, my clients must disassociate and terminate any relationship with Mr. Seibel following his conviction and designation as an Unsuitable Person. I would note that any communications with Caesars have been on behalf of Mr. Ramsay and GRUS, not the Company.

As noted above, public record refutes, to the extent your letter intends to so claim, that Mark Clayton's letter of September 2, 2016, is filled with inaccurate facts, erroneous assumptions and wrong conclusions. The situation in which Mr. Seibel has placed my clients' business and reputation is very serious indeed, and my clients will undertake to separately reply to Mr. Clayton with respect to their contractual obligations to Caesars, their need to disassociate from Mr. Seibel, and their efforts to address the harm inflicted on others by him. The thought that my clients would trust Mr. Seibel or you to protect their interest based on this history warrants no response. As Mr. Seibel and you both know, Caesars is under active supervision by gaming regulators through a mandatory compliance system, and Caesars and the gaming and alcoholic beverage control regulators will promptly require that all parties with a continuing business association with a gaming licensee have disassociated from Mr. Seibel following his conviction as a felon and designation as an Unsuitable Person.

The record regarding your client's request to transfer his membership interest in the Company is inconsistent with your efforts to otherwise characterize events and the situation. Neither you nor your client ever replied to the proper and reasonable request for information, and consequently no approvals were given. You did not reply because it now appears you were concealing your client's criminal conduct and conviction amongst other things. As you are fully aware, there is

no obligation for any contracting party to agree that their contracting partners be substituted with other entities or persons with whom they do not agree to transact business or with persons incapable of satisfying all the objects of the contractual obligations. The Company's Operating Agreement that your office prepared clearly requires that any transferee of the membership interest of GR US or Seibel must be to an entity controlled by them. Because this provision mandates Mr. Seibel must control any entity to which his interest is transferred, your proposal is no solution because as an Unsuitable Person he would retain control and influence. Thus, a trust with his wife as a beneficiary managed by you is not an acceptable substitute and is clearly connected with Mr. Seibel. I would refer to the letters in respect of mitigating Mr. Seibel's sentence sent to Judge Pauley which clearly identify the closeness of these relationships and the many connections.

With respect to Mr. Green, my clients are perfectly entitled to conduct due diligence. Mr. Green is not a signatory party to the Company's Operating Agreement. The Caesars Agreement is the basis for the only operating asset of the Company, and to perform under that agreement the Company and its owners, officers and employees must be suitable. Consequently, my clients most reasonably sought diligence to ascertain the suitability of Mr. Green. I note, and your firm is aware, that Mr. Green stated under oath in a recent deposition that he together with Mr. Seibel organized and received rebates from alcohol suppliers *inter alia* to the restaurant Gordon Ramsay Pub & Grill. This fact alone demonstrates that my clients' need for diligence concerning Mr. Green was wholly proper and he may himself be an unsuitable candidate for involvement in a regulated business.

In summary, Mr. Seibel is a convicted felon guilty of acting "corruptly" for many years. Knowing this, and with neither disclosure nor compliance with the Company's Operating Agreement or the Caesars Agreement, my clients received a request to allow the resignation of Rowen Seibel and the transfer of his membership interest. Neither you nor your client answered my clients' legitimate questions and concerns about the proposal, further hiding relevant information about Mr. Seibel's criminality. Your proposed transfer of Mr. Seibel's interest is no solution because it does not truly end his association. The Company and my clients are on notice to disassociate and terminate any relationship with Mr. Seibel and that they must do to preserve their own reputations and business. In the event Mr. Seibel fails to timely surrender his interest in the Company, Caesars obviously will terminate the Caesars Agreement with the Company. That contract's termination and all the associated consequences will be attributed to Mr. Seibel's acts and omissions alone. We will soon learn the true measure of Mr. Seibel's contrition.

Sincerely,



Kevin E. Gaut
A Professional Corporation of
MITCHELL SILBERBERG & KNUPP LLP

Exhibit 17

BRIAN ZIEGLER

From: BRIAN ZIEGLER
Sent: Tuesday, September 20, 2016 12:07 AM
To: 'claytonm@gtlaw.com'
Subject: Seibel / Caesars

Dear Mark:

Your 9/2/16 letter to me invited me to contact you if I wanted to discuss said letter. I called you earlier today and was advised that you were on the phone. I left you a voice message requesting that you call me back. I also called you and left a message on 9/9/16. However, we have not yet spoken.

On Friday 9/16/16, I sent you a detailed letter providing you with additional information of which you may not have been aware while at the same time asking some questions and making some reasonable requests. You have not yet responded to said letter.

Although I have learned of your background in the gaming regulatory industry, I also understand that you are acting as an advocate for your client. We have been advised by an independent experienced gaming consultant in Nevada that the Gaming Authorities would not require that the interests that were held by Seibel be eliminated as you suggest but rather the Gaming Authorities would likely provide additional time for the Seibel interests to be transferred in a fair and acceptable manner. So, if the trust, as is, was reasonably determined not to be acceptable (without acknowledging that would be the case), they would allow a reasonable time for appropriate adjustments and/or a sale of the interests to one or more third parties. However, they would not insist that the Seibel interests essentially be forfeited to his significant financial harm and the significant financial benefit to your client and/or Mr. Ramsay.

As to the trust, I hope that you saw that under its terms no one that is an Unsuitable Person could ever receive a distribution or other similar benefit from a business that holds a gaming license. So, if Rowen's wife is deemed to be an Unsuitable Person (without acknowledging that would be the case), under the trust, she could never benefit from any of the subject restaurants. So while she may remain a beneficiary of the trust and receive the benefits of other assets of the trust, for example, a dividend from stock in a public company that is held by the trust, she could never receive any distributions of income from, or have any interest in, any of the subject restaurants. There are similar safeguards with regard to the trustees.

I still welcome the opportunity to speak with you but if a solution, acceptable to all parties, cannot be reached, it seems that we will soon be headed for long, protracted and expensive litigation to the detriment of all – except maybe the attorneys handling it. I hope there is a better way to resolve this.

Brian

CERTILMANBALIN

Brian Ziegler
Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue, 9th Floor
East Meadow, NY 11554

☎ Direct 516.296.7046 | ☎ Firm 516.296.7000 | ☎ Fax 516.296.7111

✉ Email: bziegler@certilmanbalin.com | [my profile](#) | www.certilmanbalin.com

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Exhibit 18



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

In re: GR Burgr, LLC

)
)
) C.A. No.:
)
)

**VERIFIED PETITION FOR JUDICIAL DISSOLUTION
AND DECLARATORY JUDGMENT**

Petitioner GR US Licensing LP (“GRUS”) hereby petitions the Court for an order dissolving GR Burgr, LLC, a Delaware limited liability company (“GRB” or the “Company”) pursuant to 6 *Del. C.* § 18-802 (the “Act”) and the terms of the limited liability company agreement governing GRB (the “LLC Agreement”). The grounds for GRUS’s petition are as follows:

NATURE OF THE ACTION

1. Through this petition GRUS requests that the Court dissolve GRB because the Company has ceased to do business and its ability to carry on any future business is not reasonably practicable in light of the felony conviction of Rowen Seibel (“Seibel”), a 50% member and manager of GRB, and his designation as an “Unsuitable Person” as more particularly set forth below. GRB’s sole income generating asset was a Development, Operation and License Agreement (the “Caesars Agreement”) with PHW Las Vegas, LLC (“Caesars”), through which GRB licensed certain trademarks to Caesars for use in a single restaurant in the Planet Hollywood casino in Las Vegas, Nevada. Following Seibel’s felony conviction,

Caesars determined that Mr. Seibel was an “Unsuitable Person” pursuant to the Caesars Agreement and terminated the Caesars Agreement with GRB because of Mr. Seibel’s association with the Company. With the Caesars Agreement terminated and Seibel’s classification as an Unsuitable Person, it is no longer reasonably practicable for GRB to carry on its business. Seibel cannot be associated or connected with any regulated business, in particular those requiring a gaming or liquor license.

2. The Company’s two managers (appointed by GRUS and Seibel, respectively) have reached a deadlock on the future of the Company and the LLC Agreement provides no mechanism to resolve that deadlock, leaving no alternative other than a Court-ordered dissolution of the Company in accordance with 6 *Del. C.* § 18-802.

3. The LLC Agreement provides that the Company may be dissolved pursuant to a judicial decree of dissolution under the Act. LLC Agreement § 13.1(c).

4. The LLC Agreement also provides that GRB is dissolved when “the LLC ceases its business operations on a permanent basis.” *Id.* § 13.1(a).

BACKGROUND

5. The Company is a joint venture created by GRUS, a Delaware limited partnership affiliated with celebrity chef Gordon Ramsay, and Seibel in December 2012 to develop first class restaurants using certain trademarks licensed to the

Company by GRUS (the “GRB Marks”). *See* LLC Agreement, Recitals & § 4.¹

GRUS and Seibel each own a 50% member interest in the Company. *Id.* § 7.2.

6. Under the LLC Agreement, GRUS and Seibel each have the right to designate one Manager of the Company, and all decisions of the Managers must be made based on a majority vote of the Managers—essentially requiring unanimity among the Managers for all decisions. *Id.* § 8.1-8.2. GRUS appointed Stuart Gillies as its designated Manager and Seibel designated himself as a Manager. *Id.* § 8.2.

The Caesars Agreement

7. On December 13, 2012, the Company entered into the Caesars Agreement with Caesars to allow Caesars use of the GRB Marks in the operation of a restaurant in the Planet Hollywood casino in Las Vegas, Nevada. *See* Caesars Agreement, at 1.² Since its formation, the Company had no other business aside from the Caesars Agreement.

8. Because Caesars is a regulated business, subject to and existing because of privileged licenses, including those issued by gaming authorities, the Caesars Agreement required the “highest standards of honesty, integrity, [and] quality...” of GRB and its affiliates, including Seibel. *Id.* § 11.1. The Caesars Agreement required full and frank disclosure by the Company and its associates, including Seibel, and as

¹ The LLC Agreement is attached hereto as Exhibit 1.

² The Caesars Agreement is attached hereto as Exhibit 2.

a fundamental condition, the Caesars Agreement was expressly conditioned on Caesars being satisfied that the Company, its members and managers, and their respective affiliates are not at any time “Unsuitable Persons.” *Id.* § 2.2. An “Unsuitable Person,” as defined in the Caesars Agreement, is a person “whose affiliation with [Caesars] or its [a]ffiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain” gaming and alcohol licenses held by Caesars. *Id.* § 1. The Caesars Agreement required written disclosure on an ongoing basis with respect to GRB and its associates concerning any possible designation as an Unsuitable Person. *Id.* § 11.2. Seibel concealed his criminal actions, described in detail below, when the Caesars Agreement was signed, and failed to subsequently disclose these actions, as required.

9. Given the fundamental importance to Caesars as a regulated business, the Caesars Agreement granted Caesars the sole and exclusive judgment to determine whether any person associated with GRB, its members and managers, or its affiliates is an Unsuitable Person, and upon such a determination Caesars had the right to terminate the Caesars Agreement upon written notice. *Id.* § 11.2.

Seibel’s Criminal Actions And Conviction

10. On April 18, 2016, Seibel plead guilty to a one-count felony criminal information charging him with impeding the administration of the Internal Revenue Code (26 U.S.C. § 7212) (corrupt endeavor to obstruct and impede the due

administration of the Internal Revenue Laws) for which the punishment is up to two years imprisonment, and on August 19, 2016, Judge William H. Pauley, III of the Southern District of New York sentenced Seibel to one month of imprisonment, six months of home detention, and 300 hours of community service, and ordered restitution. Judge Pauley described Seibel's actions as "a serious crime against the United States" and found that "the fact is that [Seibel] knew very well what [he was] doing was wrong." Judge Pauley further stated, "Whatever the motivation for getting involved in this scheme and, more importantly, for continuing in the scheme for as long as he did...the fact is that it continued for many years, and he made a whole series of corrupt and misguided decisions to perpetuate it."

11. As Judge Pauley stated, this felony conviction relates to Seibel's actions to hide taxable income from the Internal Revenue Service beginning in 2004. Judge Pauley found that in March of 2004, Seibel traveled to UBS's offices in Switzerland and opened a number of UBS accounts while concealing his identity and taking steps to keep the accounts' existence secret from U.S. tax authorities.

12. Judge Pauley found that in or around May of 2008, after learning from a series of news articles about a government investigation into UBS's efforts to help wealthy Americans evade taxes, Seibel created a Panamanian shell company, of which Seibel was the beneficial owner. Judge Pauley found that Seibel then flew to Switzerland, closed his existing UBS accounts, and in an effort to avoid detection,

opened a bank account in the name of the Panamanian shell company in another Swiss bank.

13. Judge Pauley found that during this time, Seibel filed tax returns that failed to report his overseas income, and he falsely claimed that he did not have an interest or signing authority over a bank account in a foreign country.

14. Judge Pauley found that in the fall of 2009, Seibel learned of an amnesty program that allowed U.S. taxpayers to disclose their previously undeclared foreign accounts. Judge Pauley found that a lawyer for Seibel's mother then prepared an application for this amnesty program which falsely stated that Seibel was unaware of the status of the overseas account and believed that the deposits had been stolen or otherwise disappeared.

15. Seibel did not disclose his application for this amnesty program nor these criminal activities to GRUS or Mr. Ramsay at any time before or during the negotiation, execution or operation of the LLC Agreement and the Caesars Agreement as he was required to do.

Termination Of The Licensing Agreement Due To Seibel's Classification As An Unsuitable Person

16. Caesars became aware of Seibel's felony conviction, and, on September 2, 2016, sent notice to GRB and Mr. Ramsay that, in Caesars' judgment, the conviction rendered Seibel an Unsuitable Person under the Caesars Agreement. See Letter from M. Clayton to GR Burgr, LLC, et al., Sept. 2, 2016, attached hereto

as Exhibit 3. Caesars demanded the GRB terminate any relationship with Seibel within ten (10) days and provide Caesars with evidence of such terminated relationship. Caesars warned that if GRB failed to terminate its relationship with Seibel, Caesars would be required to terminate the Caesars Agreement pursuant to Section 4.2.5 thereof.

17. GRUS promptly requested that Seibel terminate his relationship with GRB and sign all necessary documents confirming such termination. *See* Letter from K. Gaut to B. Ziegler, Sept. 2, 2016, attached hereto as Exhibit 4; Letter from K. Gaut to B. Ziegler, Sept. 6, 2016, attached hereto as Exhibit 5.

18. Seibel did not comply with this request, proposing instead to transfer his interest in GRB to a family trust controlled by his attorney and his wife. *See* Letter from B. Ziegler to K. Gaut, Sept. 8, 2016, attached hereto as Exhibit 6.

19. GRUS rejected this proposal, as the arrangement would not terminate Seibel's association with GRB as required by the Caesars Agreement. *See* Letter from K. Gaut to B. Ziegler, Sept. 12, 2016, attached hereto as Exhibit 7. GRUS once again requested Seibel's cooperation in terminating his involvement in the Company in order to satisfy Caesars' demands. *Id.*

20. On September 15, 2016, GRUS informed Caesars that Mr. Ramsay and GRUS had demanded that Seibel terminate his interest in and association with GRB, and that Seibel had declined. *See* Letter from D. Reaser to M. Clayton, Sept. 15,

2016, attached hereto as Exhibit 8. GRUS also informed Caesars that Seibel had proposed to transfer his interest in GRB to a family trust controlled by his attorney and his wife, and that GRUS and Mr. Ramsay rejected that proposal because the arrangement would not terminate Seibel's association with GRB as required by the Caesars Agreement. *Id.* GRUS and Mr. Ramsay asked Caesars to confirm that Caesars agreed with the conclusion that Seibel's proposed transfer was not acceptable. *Id.*

21. On September 16, 2016, Caesars informed GRUS that Caesars had also determined that Seibel's proposed transfer was unacceptable. *See* Letter from M. Clayton to D. Reaser, Sept. 16, 2016, attached hereto as Exhibit 9.

22. On September 21, 2016, Caesars had not received evidence that GRB had disassociated itself with Seibel and therefore terminated the Caesars Agreement pursuant to Sections 4.2.5 and 11.2 of the Caesars Agreement, thus validly terminating the only income generating agreement that GRB had. *See* Letter from M. Clayton to GR Burgr, LLC, et al., Sept. 21, 2016, attached hereto as Exhibit 10.

COUNT I: JUDICIAL DISSOLUTION

23. Petitioner repeats and realleges the allegations set forth in the preceding paragraphs as if set forth fully herein.

24. The Company was formed with the purpose to plan, develop, build, and operate a first-class restaurant in the Planet Hollywood casino pursuant to the

Caesars Agreement between Caesars and GRB. GRB has no other restaurants or business activity.

25. Caesars has deemed Seibel an Unsuitable Person under the Caesars Agreement because of his felony conviction and terminated the Caesars Agreement because of GRB's association with Seibel. Without the Caesars Agreement, GRB has no business. Moreover, with Seibel's felony conviction, it is not reasonably practicable for GRB to pursue any future business because being associated with an Unsuitable Person such as Seibel has disqualified GRB from future business opportunities with Caesars and all other casinos and regulated businesses. In addition, due to Seibel's previous actions relating to GRB that GRUS deemed unacceptable, GRUS confirmed in 2014 that it would not consider nor allow GRB to enter into any other restaurant or business activity whatsoever.

26. All decisions of the Company must be made by a majority vote of the Managers of GRB, and Seibel, as one of the Company's two Managers, has refused all requests to cooperate in terminating his association with GRB. As such, the Managers are deadlocked as to the future of the Company. Moreover, the Managers of GRB do not meet and do not speak due to Seibel's criminal activities and his designation as an Unsuitable Person. There is no mechanism in the LLC Agreement to resolve this deadlock.

27. Section 13.1(c) of the LLC Agreement provides that the Company may be dissolved upon a decree of judicial dissolution pursuant to 6 *Del. C.* § 18-802.

28. For the foregoing reasons, and because it is not reasonably practicable to carry on the business of the Company in conformity with the LLC Agreement, the purpose of the business has been frustrated and the perpetuation of the Company would be futile. The judicial dissolution of GRB is necessary and appropriate and GRUS should not be prejudiced further by the actions of Seibel. The gaming regulators will require GRUS and Mr. Ramsay to completely disassociate from Seibel.

**COUNT II: DECLARATION THAT A DISSOLUTION EVENT HAS
OCCURRED PURSUANT TO THE LLC AGREEMENT**

29. Petitioner repeats and realleges the allegations set forth in the preceding paragraphs as if set forth fully herein.

30. Section 13.1(a) of the LLC Agreement provides that the Company shall be dissolved when “the LLC ceases its business operations on a permanent basis.”

31. GRB’s sole income generating asset—the Caesars Agreement—was terminated, and GRB as an entity has no income and cannot continue its operations without the Caesars Agreement. In light of Seibel’s refusal to disassociate himself from the Company, Caesars as a regulated business had no option but to terminate the Caesars Agreement and as a consequence GBR cannot continue business with Caesars. Moreover, GRUS is not willing to have GBR engage in any further business

activities whatsoever. Therefore, GRB has ceased its business operations on a permanent basis.

32. For the foregoing reason, the Petitioner seeks declaratory judgment that the Company is dissolved pursuant to Section 13.1(a) of the LLC Agreement.

PRAYER FOR RELIEF

WHEREFORE, GRUS respectfully requests that the Court enter an Order:

1. Dissolving the Company pursuant to 6 *Del. C.* § 18-802 and/or declaring that the Company is dissolved pursuant to Section 13.1(a) of the LLC Agreement;
2. Appointing Stuart Gillies as liquidating trustee of the Company to oversee the winding up of the Company's business and affairs;
3. Directing and approving that the business and affairs of the Company be wound-up, its assets liquidated in accordance with the Act and the LLC Agreement, and its filing of a certificate of termination pursuant to the Act;
4. Awarding GRUS its costs and expenses, including attorneys' fees; and
5. Granting such other relief as the Court deems proper and just.

POTTER ANDERSON & CORROON LLP

OF COUNSEL:

Paul D. Montclare
Jacob Albertson
MITCHELL SILBERGERG
& KNUPP LLP
12 East 49th Street, 30th Floor
New York, NY 10017
(212) 509-3900

By: /s/ Donald J. Wolfe, Jr.

Donald J. Wolfe, Jr. (No. 285)
Matthew E. Fischer (No. 3092)
Timothy R. Dudderar (No. 3890)
T. Brad Davey (No. 5094)
Jacqueline A. Rogers (No. 5793)
1313 North Market Street
Hercules Plaza, 6th Floor
Wilmington, Delaware 19801
(302) 984-6000

Dated: October 13, 2016
1235197

Attorneys for Petitioner GR US Licensing LP

Exhibit 19

BRIAN ZIEGLER
PARTNER
DIRECT DIAL 516.296.7046
bziegler@certilmanbalin.com

September 16, 2016

Via Email and Regular Mail

Mark A. Clayton, Esq.
Greenberg Traurig
3773 Howard Hughes Parkway
Suite 400 North
Las Vegas, Nevada 89169

Dear Mr. Clayton:

I refer to your purported termination letters dated September 2, 2016 relating to the various Development, Operation and License Agreements, Development and Operation Agreement and/or Consulting Agreement between your clients and DNT Acquisition, LLC, LLTQ Enterprises, LLC, FERG, LLC, Moti Partners, LLC, TPOV Enterprises, LLC and GR BURGR, LLC.

I also refer to your letter dated September 2, 2016 to me ("Compliance Letter") in which you claim that the "purported assignments did not meet the internal compliance criteria set forth in (1) (ii) (A)-(D) of the Letter Agreement ("Letter Agreement") dated May 26, 2014." I also refer to your follow-up letter of September 12, 2016 responding to my letter of September 7, 2016.

It is no secret that Desert Palace, Inc. and its various affiliated companies (collectively, "Caesars") have been trying (we believe improperly) for quite some time to end their business relationship with entities with which Mr. Seibel is or was affiliated. Some of Caesars' actions in this regard are now subject to claims that will be adjudicated by the federal bankruptcy court. We submit to you that Caesars is still required to act reasonably and in good faith. Its recent precipitous actions appear to be anything but that and may result in protracted litigation to the detriment of all parties.

Your Compliance Letter claims that the purported assignments did not meet the internal compliance criteria. When notices of these assignments were provided to your client in April, 2016, what was the internal compliance process that Caesars undertook? Are there minutes of any meeting of any internal compliance committee? If so, we would ask that you provide them. Certainly no questions were asked concerning the assignments during the five month period following notice to your client. If your client had any legitimate issue or concerns they could have been addressed and necessary adjustments could have been made at such time.

Mark A. Clayton
September 16, 2016
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But rather, your clients acknowledged that assignments were made and your clients made payments to new assignee entities further acknowledging its acceptance of the assignments.

Your September 12, 2016 letter asserts that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel and that such relationship would be unacceptable to the Gaming Regulatory Authorities. Had your clients actually conducted an internal compliance process they may have asked for a copy of the trust document. I have taken the liberty of attaching a couple of the pages from the trust document relevant to this issue. While we do not agree that the assignees and their Associates have relationships with Rowen Seibel that would be unacceptable to the Gaming Regulatory Authorities, as you can see from the attached excerpt, in creating the trust document, great care was taken to ensure that the trust would never have an unpermitted association with an Unsuitable Person and, as you can see, the trust is to be guided by your clients' determination (except as otherwise determined by a court of competent jurisdiction). However, as you raise the issue for the first time in your September 12, 2016 letter and even there in vague and broad terms, i.e., "that the proposed assignee and its Associates have direct or indirect relationships with Rowen Seibel" and "the Company believes that a commercial relationship with the proposed assignee and its Associates, because of their relationships with Mr. Seibel, would also be unacceptable to the Gaming Regulatory Authorities," we are unable to tell whose relationships with Mr. Seibel you are referring to and what changes could be made to make it acceptable, in your view, to the Gaming Regulatory Authorities. Please specify. Is it the trustees' relationship? The beneficiaries' relationship?

In view of the foregoing, assuming it is your clients' good faith intention to ensure that the assignee entities truly do not contain an Unsuitable Person that could jeopardize your clients' licenses with the Gaming Regulatory Authorities, and not your clients' intention to try to terminate the relevant contracts for the substantial financial gain that they believe would inure to their benefit, I believe it only appropriate, and would respectfully request, that you (i) extend the ten (10) business day deadline to cure that you imposed relating to the GR BURGR, LLC and DNT Acquisitions, LLC agreements and (ii) withdraw the immediate termination/incapable of being cured claim, with respect to the other agreements, in each case, for a period of thirty (30) days to allow you and I (or other appropriate counsel) to work together to ensure that the Gaming Regulatory Authorities are comfortable that the assignees and their Affiliates are not Unsuitable Persons, as has been my clients' intentions from the beginning.

In reviewing the termination letters we note that you provided an opportunity to cure for DNT Acquisition, LLC and GR BURGR, LLC while taking the position that the others are not capable of being cured. As you should have been made aware, prior to his assignments, Mr. Seibel's relationship to all of the ventures had been almost identical. He brought the concepts, brands and/or the individuals (e.g. Gordon Ramsay) to Caesars and in some cases invested substantial sums to build out and develop the restaurants. Among other things, Mr.

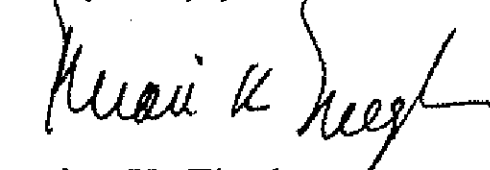
Mark A. Clayton
September 16, 2016
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Seibel was entitled to receive contractually agreed upon amounts for these contributions. He was not called upon by Caesars to provide assistance with regard to the operation of any of the restaurants as Caesars preferred to handle that themselves. We do not understand a claim that his actions and relationships are capable of being cured in some but not others. While we believe that the referenced actions were proper and effectively disassociated any relationship by Mr. Seibel, to the extent that is not the case, they should all be capable of being cured. In this regard, my clients remain ready, willing and able, in good faith, (a) to provide any information reasonably required by Caesars (none of which has been requested to date) to properly determine whether the assignments would be reasonably acceptable to you and the Gaming Regulatory Authorities and (b) to the extent not acceptable, make such changes (as contemplated by the trust) to make them acceptable or even, to the extent determined to be necessary, cause a further conveyance or assignment to be made to an approved third party that you would not conclude has a "direct or indirect" or "commercial" relationship that would be unacceptable to the Gaming Regulatory Authorities. However, we must reject your attempt to improperly, and without good faith, terminate all of the agreements as set forth in your various notices.

Finally, in considering your conclusion as to whether, based on the current assignments, a relationship still exists that would be unacceptable to Gaming Regulatory Authorities, we hope that you keep in mind that Mr. Seibel will have no involvement whatsoever with the subject restaurants while at the same time your client contracts with, promotes and advertises all over town its casino night club affiliation with The Rapper T.I. who has quite an extensive criminal record. We also hope you will consider the history of the Gaming Regulatory Authorities allowing other trusts to own interests in gaming properties or businesses associated with gaming properties.

I appreciate your consideration and look forward to hearing from you as to my request for additional time to work this out in an equitable and good faith manner. I am happy to speak with you or met with you in person to accomplish that.

Very truly yours,



Brian K. Ziegler

BKZ/bgh

ARTICLE XXIV

Restricted Ownership of Certain Business Interests

A. Ownership Restrictions. Notwithstanding any other provision of this Agreement to the contrary, so long as the property of any trust hereunder includes an interest in a "Business" (as defined in the preceding Article) which is affiliated with a business or businesses that hold privileged licenses (hereinafter a "License Holder") issued by a "Gaming Authority" or "Gaming Authorities", as hereinafter defined (which Business shall be referred to as a "Restricted Business"), then the Trustee may only exercise its voting power as an owner of an interest in such Restricted Business, and its authority to make discretionary distributions under this Agreement, and the Grantor may only exercise any power of appointment reserved to himself under this Agreement, in such manner so that:

1. no individual or entity who is determined to be an "Unsuitable Person" pursuant to Paragraph C. 2. below shall be a member, shareholder, owner, manager, officer, director, employee, agent, representative or other associate of any such Restricted Business;

2. no distribution, transfer or assignment of an interest in any such Restricted Business shall be made from any trust hereunder to any individual or entity so long as such individual or entity is an "Unsuitable Person" as hereinafter defined, and no income derived from any such Restricted Business shall be distributed from any trust hereunder to any individual or entity who is an Unsuitable Person and whose affiliation or association with the Restricted Business is such as to cause the Restricted Business to be an Unsuitable Person; and

3. no distribution, transfer or assignment of an interest in any such Restricted Business shall be made from any trust hereunder to any individual or entity who is a "Competitor" (as hereinafter defined) of the License Holder or any of its affiliates if such distribution, transfer or assignment would violate the provisions of any agreement between the Restricted Business and the License Holder that is in effect.

B. Restrictions as to Trustee Appointments. Notwithstanding any other provision of this Agreement to the contrary, so long as the property of any trust hereunder includes an interest in a Restricted Business, then no individual shall serve as a Trustee of such trust so long as such individual is an Unsuitable Person.

C. Definitions. The following definitions shall apply for purposes of this Agreement:

1. A Gaming Authority (or Gaming Authorities) refers to one or more U.S., state, local and/or foreign governmental, regulatory and administrative agencies, boards and officials responsible for or involved in the administration of application of laws, rules and regulations relating to gaming or gaming activities or the sale, distribution and possession of alcoholic beverages.

2. An Unsuitable Person is any individual or entity whose (i) association with a License Holder or its affiliates could be anticipated to result in a disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other rights or entitlements held or required to be held by the License Holder or any of its affiliates under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol, (ii) whose association or relationship with the License Holder or its affiliates could be anticipated to violate any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol to which the License Holder or its affiliates are subject, (iii) who is or might be engaged or about to be engaged in any activity which could adversely impact the business or reputation of the License Holder or its affiliates, or (iv) who is required to be licensed, registered, qualified or found suitable under any United States, state, local or foreign laws, rules or regulations relating to gaming or the sale of alcohol under which the License Holder or any of its affiliates is licensed, registered, qualified or found suitable, and such individual or entity is not or does not remain so licensed, registered, qualified or found suitable. An individual or entity shall be deemed to be an Unsuitable Person if so determined by the Trustee hereunder, or by any License Holder as described in Paragraph A. above which notifies the Trustee in writing of such determination, unless otherwise determined by a court of competent jurisdiction.

3. The term "Competitor" means a person that, or a person that has an affiliate that, in each case directly or indirectly, whether as owner, operator, manager, licensor or otherwise: (A) derives twenty (20%) percent or more of its revenues, operating income or net profits from one or more Gaming Businesses; or (B) has as its primary purpose the conduct of one or more Gaming Businesses; and the term "Gaming Business" means the ownership, operation or management of one or more casinos, video lottery terminal facilities, racetracks, on-line gaming businesses or other business involving gaming or wagering.