

Mary Jo Furphy
Deputy Clerk

Pima County Clerk of the Board

Robin Brigode

Administration Division
130 W. Congress, 5th Floor
Tucson, AZ 85701

Phone: (520) 724-8449 • Fax: (520) 222-0448

Document and Micrographics Mgt. Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 351-8456

May 23, 2013

Ms. Clare Abel
Romano's Macaroni Grill
9900 Westpark Dr., Ste. 300
Houston, TX 77063

RE: Application for Agent Change/Acquisition of Control/Restructure
License No.: 12103936
Romano's Macaroni Grill

Dear Ms. Abel:

Notice is hereby given that the Pima County Board of Supervisors will hold a hearing in reference to the above application. Please be advised that the hearing has been scheduled for Tuesday, June 4, 2013, at 9:00 a.m. or thereafter, to be held at the following location:

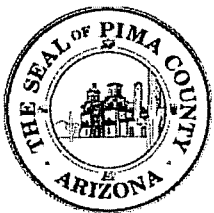
Pima County Administration Building
Board of Supervisors Hearing Room
130 West Congress, 1st Floor
Tucson, Arizona 85701

If you have any questions pertaining to this hearing, please contact this office at (520) 724-8449.

Sincerely,

A handwritten signature in cursive script that reads "Robin Brigode".

Robin Brigode
Clerk of the Board



Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
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TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Maria Buenamea, Office Manager *MB*

DATE: May 13, 2013

RE: Sheriff's Report - Application for Agent Change/Acquisition of Control/
Restructure

Attached is the application of:

Clare Abel
d.b.a. Romano's Macaroni Grill
2265 W. Ina Road Tucson, AZ 85741

Pima County Liquor License No. 13-01-0038

SHERIFF'S REPORT

DATE: May 20, 2013

Is there any reason this application should not be recommended for approval?

NOTHING NOTED. NFI*****

Sgt. J. Roat 1175 *JR*
Investigative Support Unit Supervisor

MAY 22 13 PM 02:02 PC CLK OF BD

BT

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934

www.azliquor.gov
(602) 542-5141

13-01-0038

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check
Appropriate
Box

☐ Agent Change

Complete Sections 1,2,3,4,6
(See Note 1 on back)

☒ Acquisition of Control

Complete Sections 1,2, (3,4 if changing Agent), 6

☐ Restructure

Complete Sections 1,2,(3,4 if changing Agent), 5,6
(See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Abel

Clare

12103936

Last

First

Middle

Liquor License #

2. ☐ Corporation ☒ L.L.C. ☐ N/A: Mac Acquisition LLC B1041322 Corp. File #: R-1473330-5
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Romano's Macaroni Grill

4. Business Address: 2265 West Ina Road, Tucson, AZ PIMA 85741
(Do not use P.O. Box Number) City COUNTY Zip

5. Is the business located within the incorporated limits of the above city or town? ☒ Yes ☐ No

6. Mailing Address: Nelda Hernandez - Ignite Restaurant Group 9900 Westpark Dr. Suite 300 Houston, TX 77063-5277
City State Zip

7. Business Phone: (623) 580-8681 Residence Phone: (602) 234-9920

8. Does this transaction involve the sale of any portion of the corporate stock? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? ☒ YES ☐ NO ☐ N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
Dixon	Michael	Joseph	Pres/Treas	5456 Via Olas	Newbury Park, CA 91320
Engel	Edward	William	VP/Sec	5219 Caversham Drive	Houston, Texas 77096
MAC Holding LLC			Member	9900 Westpark Dr. Ste 300, Houston, TX 77063-5277	

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
See attached chart					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Disabled individuals requiring special accommodations please call the Department

1/7/2013

Date Received

5/6/2013

CSR

m-c

SECTION 3

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? ☐ YES ☐ NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: _____ Date of last renewal: _____

2. Current Licensee or Agent: _____
(Exactly as it appears on license) Last First Middle

I, _____, hereby consent to the agent appointment named herein and
(Print full name)

agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent. I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

State of _____ County of _____

X _____
(Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 5

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? ☐ YES ☐ NO If yes, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ CORPORATION
☐ LIMITED LIABILITY CO.
☐ TRUST
☐ OTHER Explain _____

SECTION 6

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Clare Hollie Abel, hereby declare that I am the APPLICANT filing this application.
(Print full name)

have read the application and the contents and all statements are true, correct and complete.

X _____
(Signature of INDIVIDUAL OR AGENT)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

26th day of APRIL, 2013
Day Month Year

My commission expires on: _____



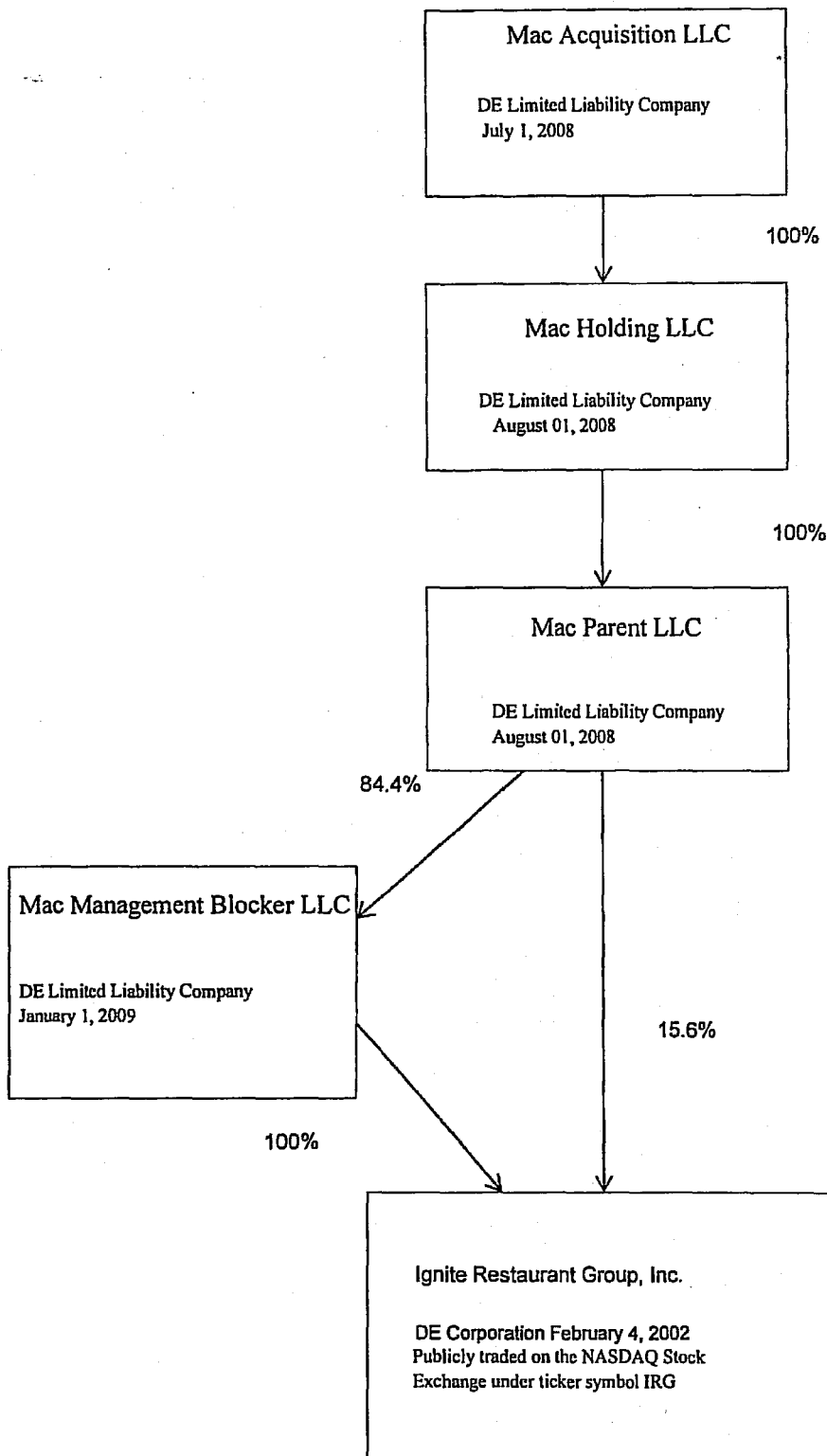
BETH BRIGGS
NOTARY PUBLIC
MARICOPA COUNTY, ARIZONA
MY COMM. EXPIRES 8-03-14

(Signature of NOTARY PUBLIC)

NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

13 MAY 7 11:13 AM '13



13 MAY 7 14:14:00

Michael Joseph Dixon	CFO	5456 Via Olas, Newbury Park CA 91320 384-72-8641
Edward William Engel	Sr. VP Assoc. Counsel	5219 Caversham Drive, Houston TX 77096 467-92-2183

**WRITTEN CONSENT
OF THE SOLE MEMBER**

OF

MAC ACQUISITION LLC

Dated as of April 9, 2013

The undersigned, being the sole member (the "Member") of Mac Acquisition LLC, a Delaware limited liability company (the "Company"), hereby consents to the adoption of the following resolutions and directs that this consent be filed with the minutes of the Company:

WHEREAS, the Member believes that is advisable and in the best interests of the Company to appoint Michael Dixon as President and Treasurer of the Company and Edward Engel as Vice President and Secretary of the Company;

WHEREAS, the Member believes that is advisable and in the best interests of the Company to file a Certificate of Amendment for a Limited Liability Company with the Secretary of State of Delaware to update the Certificate of Formation of the Company so that it reflects National Registered Agents, Inc. ("NRAI") as the correct registered agent (the foregoing action, the "Certificate Transaction");

WHEREAS, the Member believes that is advisable and in the best interests of the Company to amend the existing Amended and Restated Limited Liability Company Agreement of the Company to reflect the correct address of the Member by entering into the First Amendment to Amended and Restated Limited Liability Company Agreement of the Company in the form attached hereto as Exhibit A (the "Amendment");

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof, Michael Dixon be appointed as President and Treasurer of the Company and Edward Engel be appointed as Vice President and Secretary of the Company; and it is further

RESOLVED, that the Certificate Transaction be approved and adopted, effective as of the date hereof; and it is further

RESOLVED, that NRAI be empowered to take all actions necessary to accomplish the Certificate Transaction; and it is further

RESOLVED, that the Amendment be approved and adopted, effective as of the date hereof; and it is further

RESOLVED, that all acts of officers, members, attorneys and agents, including NRAI, of the Company with respect to, or in contemplation of, the transactions contemplated by any of the foregoing resolutions, including those acts taken prior to the date hereof, be and they hereby are, in all respects, hereby ratified, approved, authorized and confirmed; and be it further

RESOLVED, that each officer and member (each, an "Authorized Person") of the Company be, and hereby is authorized, in the name and on behalf of the Company, to execute and deliver such documents and to take any and all such actions (including, without limitation, the execution and delivery as such Authorized Person may approve as necessary or desirable in order to carry out fully each of the foregoing resolutions, the execution and delivery of any such document, or the taking of any such action, by such officer to be conclusive evidence of his approval thereof.

This consent may be executed in any number of counterparts and in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one instrument. Facsimile and electronic or e-mail transmissions of executed signatures to this unanimous consent shall be deemed to be the same as an executed original.

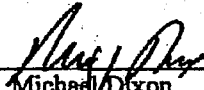
[Signature Page Follows]

13 MAY 7 11:41 AM '13

IN WITNESS WHEREOF, the Member has executed this consent as of the date first set forth above.

Member:

MAC HOLDING LLC


By: Michael Dixon
Title: President and Treasurer

13 MAY 7 11:11:13

Exhibit A
Amendment

13 MAY 7 11P. LIG. M1114

FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY
COMPANY AGREEMENT OF

MAC ACQUISITION LLC

THIS AMENDMENT (this "Amendment") to that certain Amended and Restated Limited Liability Company Agreement dated as of August 1, 2008 (the "Agreement") of Mac Acquisition LLC (the "Company") is entered into and effective as of April 9, 2013 (the "Effective Date"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the Member desires to amend the Agreement of the Company in order to effectuate the changes set forth below.

NOW, THEREFORE, in consideration of the premises, the Member agrees as follows:

1. Exhibit A of the Agreement is hereby modified to read as follows:

Exhibit A

<u>Name</u>	<u>Membership Interest</u>
Mac Holding LLC c/o Ignite Restaurant Group, Inc. 9900 Westpark Drive Suite 300 Houston, Texas 77063	100%

2. This Amendment shall be binding upon and inure to the benefit of the Member of the Company and its respective successors and assigns.

3. The Agreement, as amended hereby, shall continue to be in full force and effect in accordance with its terms.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures on this Amendment shall have the same binding force and effect as original ink signatures.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

13 MAY 7 11:41 AM '14

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amendment as of the date first set forth above.

Member:

MAC HOLDING LLC

By: 

Name: Michael Dixon

Title: President and Treasurer

13 MAY 7 11:41 AM '14

RESIGNATION

To Whom It May Concern:

I, the undersigned, hereby resign from any and all director, manager and/or officer positions held with Mac Management Blocker LLC, GGC Mac Acquisition Blocker Corp., Mac Parent LLC and each of their direct and indirect subsidiaries, effective as of the Closing, as such term is defined in the Purchase Agreement, dated as of February 6, 2013, by and among Mac Parent LLC, Ignite Restaurant Group, Inc., Restaurant Holdings LLC - Series A, and the Sellers listed on the signature page thereto.

Dated: April 9, 2013



Joshua Olshansky

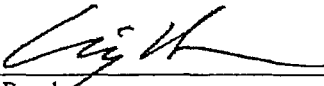
13 MAY 7 11:41 AM '14

RESIGNATION

To Whom It May Concern:

I, the undersigned, at the request of Ignite Restaurant Group, Inc. ("Purchaser"), hereby resign from any and all official director, manager and/or officer positions held with any one or more of Mac Management Blocker LLC, GGC Mac Acquisition Blocker Corp., Mac Parent LLC and NW Hwy Mac Acquisition Club, Inc. and each of their direct and indirect subsidiaries, effective as of the Closing, as such term is defined in the Purchase Agreement, dated as of February 6, 2013, by and among Mac Parent LLC, Purchaser, Restaurant Holdings LLC - Series A, and the Sellers listed on the signature page thereto; provided, that for avoidance of doubt, the foregoing does not constitute resignation from my employment status with any of the foregoing.

Dated: April 9, 2013



Craig Rawls

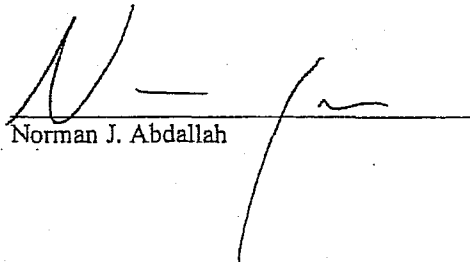
13 MAY 7 11:47 AM 2013

RESIGNATION

To Whom It May Concern:

I, the undersigned, at the request of Ignite Restaurant Group, Inc. ("Purchaser"), hereby resign from any and all official director, manager and/or officer positions held with any one or more of Mac Management Blocker LLC, GGC Mac Acquisition Blocker Corp., Mac Parent LLC and NW Hwy Mac Acquisition Club, Inc. and each of their direct and indirect subsidiaries, effective as of the Closing, as such term is defined in the Purchase Agreement, dated as of February 6, 2013, by and among Mac Parent LLC, Purchaser, Restaurant Holdings LLC - Series A, and the Sellers listed on the signature page thereto; provided, that for avoidance of doubt, the foregoing does not constitute resignation from my employment status with any of the foregoing.

Dated: April 9, 2013



Norman J. Abdallah

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MAC PARENT LLC

This Amended and Restated Limited Liability Company Agreement (this "Restated Agreement") of Mac Parent LLC, a Delaware limited liability company (the "Company"), is entered into, as of April 9, 2013, by Mac Management Blocker LLC, a Delaware limited liability company, as the majority member of the Company (the "Majority Member") and Ignite Restaurant Group, Inc., a Delaware corporation (the "Minority Member" and, together with the Majority Member, the "Members").

RECITALS

WHEREAS, the Company was formed on August 1, 2008, bearing the name Mac Parent LLC, as a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act");

WHEREAS, the Members have acquired all of the limited liability company interests in the Company;

WHEREAS, the Members desire to amend and restate, in its entirety, the terms of that certain Limited Liability Company Agreement of the Company, dated as of December 18, 2008 (the "Original Agreement"), and the Original Agreement shall be superseded, in its entirety, by this Restated Agreement; and

WHEREAS, the Members desire to enter into this Restated Agreement, pursuant to which the rights and obligations of the Members and certain other constituencies of the Company shall be set forth and agreed upon as of the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby established, the Members hereby agree as follows:

AGREEMENT

1. **Formation.** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "Certificate") under and pursuant to the Act.
2. **Name.** The name of the Company is "Mac Parent LLC".
3. **Registered Office; Registered Agent; Principal Office; Other Offices.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the registered office set forth in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Member may designate from time to

time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Member may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there.

4. **Purposes.** The purposes of the Company are to engage in any business or activity that is not prohibited by the Act.

5. **Term.** The existence of the Company commenced on the date the Certificate was filed with the office of the Secretary of State of Delaware and shall continue until the Company is dissolved pursuant to Section 12 of this Agreement.

6. **Members.** The name and the mailing address of the Members are identified on Exhibit A attached hereto.

7. **Liability of Members.** Except as otherwise required by applicable law and as explicitly set forth in this Agreement, the Members shall not have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

8. **Management.**

(a) The business and affairs of the Company shall be managed by the Majority Member. The Majority Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, under the laws of the State of Delaware. Notwithstanding any other provision of this Agreement, the Majority Member is authorized to bind the Company and to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

(b) The Majority Member may, from time to time, designate one or more persons to be officers of the Company. The initial officers of the Company shall be Michael Dixon as President and Treasurer and Edward Engel as Vice President and Secretary. No officer need be a resident of the State of Delaware or a member. Any officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. The Majority Member may assign titles to particular officers. Unless the Majority Member otherwise decides, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Majority Member.

(c) Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Majority Member whenever in its judgment the best interests of the Company shall be served thereby.

9. Indemnification; Exculpation.

(a) The Company hereby agrees to indemnify and hold harmless any person (each an "Indemnified Person") to the fullest extent permitted under the Act against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such person by reason of the fact that such person is or was a member of the Company, is or was serving as an officer of the Company or is or was serving at the request of the Company as an officer, director, principal, member, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise; provided that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. The Company may, by action of the Majority Member, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of members and officers.

(b) Notwithstanding anything contained herein to the contrary, any indemnity by the Company shall be provided out of and to the extent of Company assets only, and the Members shall have no personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnity of the Company.

(c) None of the Indemnified Persons shall be liable to the Members or the Company for mistakes of judgment, or for action or inaction, taken in good faith, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty, or bad faith of any employee, broker or other agent of the Company; provided that such employee, broker or agent was selected, engaged, or retained with reasonable care. Any party entitled to relief hereunder may consult with legal counsel and accountants in respect of affairs of the Company and be fully protected and justified in any reasonable action or inaction that is taken in good faith in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this paragraph shall not be construed so as to relieve (or attempt to relieve) any person of any liability (i) for conduct which is grossly negligent, reckless, or intentionally wrongful or criminally unlawful, provided that such person had no reasonable cause to believe that his or its conduct was unlawful, or (ii) to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable law.

(d) The right to indemnification and the advancement and payment of expenses conferred in this Section 9 shall not be exclusive of any other right which an Indemnified Person may have or hereafter acquire under any law (common or statutory), agreement, vote of the Majority Member or otherwise.

10. Certificates. The Company may, in the discretion of the Majority Member, issue certificates representing the interests held by the Member. The Company hereby irrevocably elects that all membership interests shall be securities governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests shall bear the following legend: "The membership interests represented by this certificate are securities within the meaning of, and shall be governed by, Article 8 of the Uniform Commercial Code as adopted and in effect in the State of Delaware." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

11. **Distributions.** Distributions shall be made at the time and in the aggregate amounts determined by the Majority Member.

12. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Majority Member; or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

13. **Additional Contributions.** The Members are not required to make any additional capital contribution to the Company.

14. **Assignments.** The Members may assign in whole or in part its limited liability company interest.

15. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Majority Member.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

* * * * *

13 MAY 7 11:14 AM '14

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Restated Agreement as of the day first above-written.

MEMBERS:

IGNITE RESTAURANT GROUP, INC.

By: 

Name: Raymond A. Blanchette, III

Title: CEO

MAC MANAGEMENT BLOCKER LLC

By: _____

Name: Michael Dixon

Title: President and Treasurer

13 MAY 7 11:14 AM '14

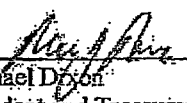
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Restated Agreement as of the day first above-written.

MEMBERS:

IGNITE RESTAURANT GROUP, INC.

By: _____
Name: Raymond A. Blanchette, III
Title: CEO

MAC MANAGEMENT BLOCKER LLC

By: 
Name: Michael Dixon
Title: President and Treasurer

13 MAY 7 11:41 AM '14

Exhibit A

Name

Membership Interest

Majority Member

Mac Management Blocker LLC
c/o Ignite Restaurant Group, Inc.
9900 Westpark Drive Suite 300
Houston, Texas 77063

84.4%

Minority Member

Ignite Restaurant Group, Inc.
9900 Westpark Drive Suite 300
Houston, Texas 77063

15.6%

13 MAY 7 11:14 AM