
Securities and Exchange Commission
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant To Section 13 or 15(d) Of
The Securities Exchange Act of 1934

Date of Report: November 17, 2011

RICK'S CABARET INTERNATIONAL, INC.

(Exact Name of Registrant As Specified in Its Charter)

Texas
(State Or Other Jurisdiction of
Incorporation)

001-13992
(Commission File Number)

76-0037324
(IRS Employer Identification No.)

10959 Cutten Road
Houston, Texas 77066
(Address of Principal Executive Offices, Including Zip Code)

(281) 397-6730
(Issuer's Telephone Number, Including Area Code)

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On November 17, 2011, our wholly owned subsidiaries, RCI Dining Services (Stemmons), Inc. (“RCI Stemmons”), RCI Dining Services (Inwood), Inc. (“RCI Inwood”) and RCI Dining Services (Stemmons 2), Inc. (“RCI Dining”), entered into a Stock Purchase Agreement with Mr. Thanasi Mantas, Green Star, Inc. (“Green Star”), Fine Dining Club, Inc. (“Fine Dining”) and Blue Star Entertainment Inc. (“Blue Star”). Green Star owns and operates an adult entertainment cabaret known as “Silver City Cabaret,” located at 7501 N. Stemmons Freeway, Dallas, Texas 75247. Fine Dining has a concession to provide alcohol sales and services to Green Star at the Silver City Cabaret. Blue Star holds a license to operate an adult cabaret at 1449 Inwood Road, Dallas, Texas 75247. Mr. Mantas owns 100% of the stock of Green Star, Fine Dining and Blue Star.

Pursuant to the Stock Purchase Agreement, Mr. Mantas will sell all the stock of Green Star, Fine Dining and Blue Star to RCI Stemmons, RCI Dining and RCI Inwood, respectively, for the aggregate purchase price of \$2,000,000 in the form of three promissory notes. Each of the promissory notes will be payable over 11 years and have an adjustable interest rate of 5.5%. The transaction will close on the later of January 2, 2012 or five business days after the purchasers have obtained all required licenses needed to operate the Silver City Cabaret and an adult cabaret to be located at 1449 Inwood Road.

Adelphi Group Ltd. (“Adelphi”) owns the real properties where the Silver City Cabaret is located, and PNYX Limited Partnership (“PNYX”) owns certain real properties at and adjacent to 1449 Inwood Road. In transactions related to the Stock Purchase Agreement, Adelphi and PNYX each entered into a real estate purchase agreement with our wholly owned subsidiary, RCI Holdings, Inc. (“RCI Holdings”), whereby (i) Adelphi agreed to sell the real properties where the Silver City Cabaret is located to RCI Holdings for the aggregate purchase price of \$6,500,000, including \$300,000 in cash and \$6,200,000 in the form of an adjustable 5.5% promissory note that is payable over 11 years, and (ii) PNYX agreed to sell certain real properties at and adjacent to 1449 Inwood Road for the aggregate purchase price of \$3,500,000, including \$1,200,000 in cash and \$2,300,000 in the form of an adjustable 5.5% promissory note that is payable over 11 years. The real estate transactions are to close contemporaneously with the Stock Purchase Agreement.

At closing of the above transactions, Mr. Mantas will enter into a Non-Competition Agreement providing for him to not compete with our subsidiaries by owning, participating or operating an establishment featuring adult entertainment within Dallas County and all contiguous counties.

The terms and conditions of the Stock Purchase Agreement and the real estate purchase agreements were the result of arm’s length negotiations between the parties. A copy of the Stock Purchase Agreement is attached hereto as Exhibit 10.1. Copies of the real estate purchase agreements with Adelphi and PNYX, respectively, are attached hereto as Exhibit 10.2 and Exhibit 10.3. A copy of the press release relating to this transaction is attached hereto as Exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit Number	Description
10.1	Asset Purchase Agreement
10.2	Commercial Contract – Improved Property (with Adelphi)
10.3	Commercial Contract – Improved Property (with PNYX)
99.1	Press Release dated November 22, 2011

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

RICK'S CABARET INTERNATIONAL, INC.

Date: November 21, 2011

By: /s/ Eric Langan

Eric Langan

President and Chief Executive Officer

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the “Agreement”) is made and entered into this ____ day of November, 2011, by and among Green Star, Inc., a Texas corporation (“**Green Star**”), Fine Dining Club, Inc., a Texas corporation (“**Fine Dining**”), Blue Star Entertainment Inc., a Texas corporation (“**Blue Star**,” and collectively with Green Star and Fine Dining, the “**Companies**”), Thanasi Mantas, an individual (the “**Seller**”), RCI Dining Services (Stemmons), Inc., a Texas corporation (“**RCI Stemmons**”), and RCI Dining Services (Inwood), Inc., a Texas corporation (“**RCI Inwood**”) and RCI Dining Services (Stemmons 2), Inc., a Texas corporation (“**RCI Dining**,” and collectively with RCI Stemmons and RCI Inwood, the “**Purchasers**”). Adelphi Group Ltd., a Texas limited partnership (“**Adelphi**”), and PNYX Limited Partnership, a Texas limited partnership (“**PNYX**”), are parties and signatories to this Agreement as set forth herein.

WHEREAS, the Seller owns 100% of the shares of common stock of Green Star, Fine Dining and Blue Star;

WHEREAS, Green Star owns and operates an adult cabaret known as Silver City Cabaret (“**Silver City**”) located at 7501 N. Stemmons Freeway, Dallas, Texas 75247 (the “**Silver City Premises**”) pursuant to a Sexually Oriented Business license issued by the city of Dallas for 7501 N. Stemmons Freeway, Dallas, Texas;

WHEREAS, Fine Dining has a concession to provide alcohol sales and services to Green Star at the Silver City Premises;

WHEREAS, Blue Star holds a license to operate an adult cabaret at 1449 Inwood Road, Dallas, Texas 75247 (the “**Blue Star Premises**”) pursuant to a Sexually Oriented Business license issued by the city of Dallas for 1449 Inwood Road, Dallas, Texas;

WHEREAS, Adelphi owns the real properties commonly known as 7501 N. Stemmons Freeway, Dallas, Texas 75247 and 7600 John West Carpenter Freeway, Dallas, Texas 75247, and the improvements, including building and fixtures, located on the properties (collectively, the “**Adelphi Real Property**”) as more fully described on Exhibit “A” attached hereto and where the Silver City Club is located;

WHEREAS, PNYX owns the real properties commonly known as 7506 John West Carpenter Freeway, Dallas, Texas 75247 and 1449 Inwood Road, Dallas, Texas 75247, and the improvements, including building and fixtures, located on the properties (collectively, the “**PNYX Real Property**”) as more fully described on Exhibit “B” attached hereto;

WHEREAS, the Seller desires to sell his shares of common stock of Green Star to RCI Stemmons; his shares of common stock of Blue Star to RCI Inwood; and his shares of Fine Dining to RCI Dining, all on the terms and conditions set forth herein;

WHEREAS, RCI Stemmons desires to purchase the shares of common stock of Green Star; RCI Inwood desires to purchase the shares of common stock of Blue Star; and RCI Dining desires to purchase the shares of common stock of Fine Dining all on the terms and conditions set forth herein;

WHEREAS, the acquisitions of 100% of the shares of common stock of Green Star, Fine Dining and Blue Star by the Purchasers will sometimes be referred to collectively herein as the “**Acquisition**”.

WHEREAS, in connection with this Acquisition, (i) Adelphi desires to sell the Adelphi Real Property to RCI Holdings, Inc., a Texas corporation (“**RCI Holdings**”), a wholly owned subsidiary of Rick’s Cabaret International, Inc. (“**Rick’s**”), free and clear of all liens, claims or encumbrances, and (ii) PNYX desires to sell the PNYX Real Property to RCI Holdings, free and clear of all liens, claims or encumbrances; and

WHEREAS, RCI Holdings desires to purchase the Adelphi Real Property and the PNYX Real Property from Adelphi and PNYX, respectively.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements and the respective representations and warranties herein contained, and on the terms and subject to the conditions herein set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF THE SHARES

Section 1.1 Sale of the Green Star Shares. Subject to the terms and conditions set forth in this Agreement, at the Closing (as hereinafter defined), the Seller hereby agrees to sell, transfer, convey and deliver to RCI Stemmons all of the shares of common stock of Green Star, free and clear of all encumbrances, which represents all of the outstanding capital stock of Green Star (the “**Green Star Shares**”), and shall deliver to RCI Stemmons stock certificates representing the Green Star Shares, duly endorsed to RCI Stemmons.

Section 1.2 Sale of the Fine Dining Shares. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller hereby agrees to sell, transfer, convey and deliver to RCI Dining all of the shares of common stock of Fine Dining, free and clear of all encumbrances, which represents all of the outstanding capital stock of Fine Dining (the “**Fine Dining Shares**”), and shall deliver to RCI Dining stock certificates representing the Fine Dining Shares, duly endorsed to RCI Dining.

Section 1.3 Sale of the Blue Star Shares. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller hereby agrees to sell, transfer, convey and deliver to RCI Inwood all of the shares of common stock of Blue Star, free and clear of all encumbrances, which represents all of the outstanding capital stock of Blue Star (the “**Blue Star Shares**”), and shall deliver to RCI Inwood stock certificates representing the Blue Star Shares, duly endorsed to RCI Inwood.

Section 1.4 Purchase Price. As consideration for the purchase of the Green Star Shares, the Fine Dining Shares and the Blue Star Shares (collectively, the “**Shares**”), the Purchasers shall pay to Seller aggregate consideration of \$2,000,000 (the “**Purchase Price**”). The Purchase Price shall be payable at Closing, as follows:

- (i) RCI Stemmons shall pay or cause to be paid \$1,400,000 to the Seller as consideration for the Green Star Shares pursuant to a promissory note (the “**Green Star Note**”) executed by RCI Stemmons;
- (ii) RCI Dining shall pay or cause to be paid \$100,000 to the Seller as consideration for the Fine Dining Shares pursuant to a promissory note (the “**Fine Dining Note**”) executed by RCI Dining; and
- (iii) RCI Inwood shall pay or cause to be paid \$500,000 to Seller as consideration for the Blue Star Shares pursuant to a promissory note (the “**Blue Star Note**”) executed by RCI Inwood,

The Green Star Note, the Fine Dining Note and the Blue Star Note are hereinafter collectively referred to as the “**Purchasers’ Note**”. Each of the Purchasers’ Notes shall bear interest, initially, at the rate of five and one-half percent (5 ½%) per annum, the terms and conditions of which are as follows:

- (a) Payments of interest only for months one (1) through twelve (12);
- (b) Thereafter, one hundred and nineteen (119) equal monthly installments of principal and interest, based upon a fifteen (15) year amortization schedule, with a balloon payment of all outstanding principal and interest due thereon on the one hundred and thirty second (132nd) month from the date of execution of the Blue Star Note, provided however, that the payee will have a one time right, effective the sixty-first (61st) month after the date of execution of the Blue Star Note, to adjust the existing interest rate from five and one-half percent (5.5%) to prime plus two and one-half percent (2.5%), but in no event to exceed nine percent (9%) per annum;

The Purchasers’ Notes shall contain, among other usual and customary default provisions, the following default provisions:

A. A default under the Adelphi Promissory Note (as defined in Section 2.3(i) below) or the PNYX Promissory Note (as defined in Section 2.3(iii) below) or any of the Purchasers’ Notes will be deemed to be a default under all of the Purchasers’ Notes; and

B. In the event that RCI Holdings or any of its affiliates, directly or indirectly, acquire any interest in any real property located within a 1,000 foot radius of the Adelphi Real Property or the PNYX Real Property and an application or “prospective” application for a sexually oriented business license for the acquired property is or has been filed with the City of Dallas, then such event will be deemed a default under the Purchasers’ Notes.

The Purchasers' Notes shall also contain a provision that in the event that either RCI Stemmons or RCI Inwood is notified that there is a cause to suspend, revoke or not renew its then existing sexually oriented business license then they shall give written notice of same to Seller within ten (10) days and will undertake to keep Seller informed regarding the actions taken by either RCI Stemmons or RCI Inwood, respectively.

ARTICLE II CLOSING

Section 2.1 The Closing. The closing of the transactions contemplated by this Agreement shall take place on the later of January 2, 2012 (the **"Closing"**), or five (5) business days after the Purchasers have obtained all required approvals and authorizations for (a) a revised RM Mixed Beverage License in the name of Fine Dining and/or such other entity as Purchasers may select reflecting the change in corporate control resulting from the sale of the Fine Dining Shares to RCI Dining for the sale of alcoholic beverages on the Silver City Premises located at 7501 N. Stemmons Freeway; (b) a sexually oriented business license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway to operate an adult cabaret featuring adult topless entertainment in the name of Green Star, Inc. d/b/a Silver City based upon the revised application which reflects the sale of the Green Star Shares to RCI Stemmons; (c) a dance hall license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway; and (d) if Purchasers so elect, a sexually oriented business license issued by the City of Dallas, Texas for 1449 Inwood Road to operate an adult cabaret featuring adult topless entertainment by Blue Star after a revised application has been filed to reflect the sale of shares to RCI Inwood (the **"Closing Date"**). With the assistance of Seller and Seller's counsel, Purchasers shall file the necessary revised applications or the requests with the TABC and/or the City of Dallas on or before November 22, 2011 and shall diligently pursue same. The Closing will take place at the law office of Axelrod, Smith & Kirshbaum, 5300 Memorial Drive, Suite 700, Houston, Texas, 77007, or at such other place as agreed upon among the parties hereto. Notwithstanding the foregoing, in the event that the Purchasers are unable to obtain the approval and authorizations as set forth herein by February 1, 2012, then either party hereto may terminate this Agreement by giving written notice to the other parties as provided for in Section 12.2, and this Agreement shall be of no further force or effect.

Section 2.2 Delivery and Execution. At the Closing: (a) the Seller shall deliver to RCI Stemmons, RCI Dining and RCI Inwood certificates evidencing the Green Star Shares, the Fine Dining Shares and the Blue Star Shares, respectively, free and clear of any liens, claims, equities, charges, options, rights of first refusal or encumbrances, duly endorsed to the Purchasers or accompanied by duly executed stock powers in form and substance satisfactory to the Purchasers against delivery by the Purchasers to the Seller of payment in an amount equal to the Purchase Price of the shares being purchased in the manner set forth in Section 1.4 above; and (b) the Related Transactions (as defined below) shall be consummated concurrently with the Closing.

Section 2.3 Related Transactions. In addition to the purchase and sale of the Shares, the following actions must take place contemporaneously at the Closing (collectively, the "**Related Transactions**"):

- (i) *Sale of the Adelphi Real Property*. At the Closing, Adelphi shall sell, transfer, convey and deliver by Special Warranty Deed, which will convey good and marketable title to the Adelphi Real Property to RCI Holdings, free and clear of liens, claims and encumbrances. As consideration for the purchase of the Adelphi Real Property, RCI Holdings shall pay to Adelphi at Closing (x) \$300,000 by cashier's check, certified funds or wire transfer and (y) \$6,200,000 pursuant to a Secured Promissory Note (the "**Adelphi Promissory Note**") executed by and obligating RCI Holdings, bearing interest, initially, at the rate of five and one-half percent (5.5%) per annum, the terms and conditions of which are as follows:
 - (a) Payments of interest only for months one (1) through twelve (12);
 - (b) Thereafter, one hundred and nineteen (119) equal monthly installments of principal and interest, based upon a fifteen (15) year amortization schedule, with a balloon payment of all outstanding principal and interest due thereon on the one hundred and thirty second (132nd) month from the date of execution of the Adelphi Promissory Note, provided however, that
 - (1) The payee will have a one time right, effective the sixty-first (61st) month after the date of execution of the Adelphi Promissory Note, to adjust the existing interest rate from five and one-half percent (5.5%) to prime plus two and one-half percent (2.5%), but in no event to exceed nine percent (9%) per annum;
 - (2) At the end of the forty-eighth (48th) month, the payee will have the right, with one hundred and eighty (180) days notice to the maker, to require a principal draw down payment of \$500,000 (the "**Initial Draw Down**"); and
 - (3) Thirty-six (36) months after the payment of the Initial Draw Down of principal, the payee will have the right, with one hundred and eighty (180) days notice to the maker, to require an additional principal draw down payment of \$500,000.

In the event that any draw down principal payments are made, then the monthly principal and interest payments due thereafter will be adjusted to reflect the then outstanding principal balance of the Adelphi Promissory Note. The initial monthly payment for the Adelphi Promissory Note shall be due thirty (30) days after the date of Closing of the Acquisition, with each subsequent monthly payment due thereafter.

The Adelphi Promissory Note shall be secured by the Adelphi Real Property as well as the Green Star Shares and the Fine Dining Shares. In addition, the Adelphi Promissory Note shall contain, among other usual and customary default provisions, the following default provisions:

(A) A default under the PNYX Promissory Note or any of the Purchasers' Notes will be deemed to be a default under the Adelphi Promissory Note; and

(B) In the event that RCI Holdings or any of its affiliates directly or indirectly acquire any interest in any real property located within a 1,000 foot radius of the Adelphi Real Property and an application or "prospective" application for a sexually oriented business license for the acquired property is or has been filed with the City of Dallas, then such event will be deemed a default under the Adelphi Promissory Note, the PNYX Promissory Note and all of the Purchasers' Notes.

The Adelphi Promissory Note shall also contain a provision that in the event that either RCI Stemmons or RCI Inwood is notified that there is a cause to suspend, revoke or not renew its then existing sexually oriented business license then they shall give written notice of same to Seller within ten (10) days and will undertake to keep Seller informed regarding the actions taken by either RCI Stemmons or RCI Inwood, respectively.

- (ii) Adelphi and RCI Holdings shall execute the Real Estate Purchase Agreement, which will provide for the terms and conditions for the conveyance of good and marketable title of the Adelphi Real Property, which Real Estate Purchase Agreement will be submitted to a title company mutually acceptable to RCI Holdings and Adelphi contemporaneously with the execution of this Agreement.
- (iii) *Sale of the PNYX Real Property.* At the Closing, PNYX shall sell, transfer, convey and deliver by Special Warranty Deed, which will convey good and marketable title to the PNYX Real Property to RCI Holdings, free and clear of liens, claims and encumbrances. As consideration for the purchase of the PNYX Real Property, RCI Holdings shall pay to PNYX at Closing (x) \$1,200,000 by cashier's check, certified funds, or wire transfer and (y) \$2,300,000 pursuant to a Promissory Note (the "**PNYX Promissory Note**") executed by and obligating RCI Holdings, bearing interest, initially, at the rate of five and one-half percent (5.5%) per annum, the terms and conditions of which are as follows:
 - (a) Payments of interest only for months one (1) through twelve (12);
 - (b) Thereafter, one hundred and nineteen (119) equal monthly installments of principal and interest, based upon a fifteen (15) year amortization schedule, with a balloon payment of all outstanding principal and interest due thereon on the one hundred and thirty second (132nd) month from the date of execution of the PNYX Promissory Note, provided however, that

- (1) The payee will have a one time right, effective the sixty-first (61st) month after the date of execution of the PNYX Promissory Note to adjust the existing interest rate from five and one-half percent (5.5%) to prime plus two and one-half percent (2.5%), but in no event to exceed nine percent (9%) per annum;
- (2) At the end of the forty-eighth (48th) month, the payee will have the right, with one hundred and eighty (180) days notice to the maker, to require a principal draw down payment of \$500,000 (the “Initial Draw Down”); and
- (3) Thirty-six (36) months after the payment of the Initial Draw Down of principal, the payee will have the right, with one hundred and eighty (180) days notice to the maker, to require an additional principal draw down payment of \$500,000.

In the event that any draw down principal payments are made, then the monthly principal and interest payments due thereafter will be adjusted to reflect the then outstanding principal balance of the PNYX Promissory Note. The initial monthly payment for the PNYX Promissory Note will be due thirty (30) days after the date of Closing of the Acquisition, with each subsequent monthly payment due thereafter.

The PNYX Promissory Note shall be secured by the PNYX Real Property as well as the Blue Star Shares. In addition, the PNYX Promissory Note shall contain, among other usual and customary default provisions, the following default provisions:

(A) A default under the Adelphi Promissory Note or any of the Purchasers’ Notes will be deemed to be a default under the PNYX Promissory Note; and

(B) In the event that RCI Holdings or any of its affiliates directly or indirectly acquire any interest in any real property located within a 1,000 foot radius of the PNYX Real Property and an application or “prospective” application for a sexually oriented business license for the acquired property is or has been filed with the City of Dallas, then such event will be deemed a default under the PNYX Promissory Note and all of the Purchasers’ Notes.

The PNYX Promissory Note shall also contain a provision that in the event that either RCI Stemmons or RCI Inwood is notified that there is a cause to suspend, revoke or not renew its then existing sexually oriented business license then they shall give written notice of same to Seller within ten (10) days and will undertake to keep Seller informed regarding the actions taken by either RCI Stemmons or RCI Inwood, respectively.

- (iv) PNYX and RCI Holdings shall execute the Real Estate Purchase Agreement, which will provide for the terms and conditions for the conveyance of good and marketable title of the PNYX Real Property, which Real Estate Purchase Agreement will be submitted to a title company mutually acceptable to RCI Holdings and PNYX contemporaneously with the execution of this Agreement.
- (v) *Covenant Not to Compete.* As partial consideration for the Purchasers entering into this Agreement, the Seller shall enter into a Non-Competition Agreement pursuant to the terms of which the Seller will agree for a period of five (5) years not to compete, either directly or indirectly, with the Purchasers, Green Star, Fine Dining, Blue Star or any of their affiliates, by owning, participating or operating an establishment featuring live female nude or semi-nude adult entertainment, whether serving alcoholic beverages or not, within Dallas County and all contiguous counties thereto. A copy of the form of Non-Competition Agreement is attached hereto as Exhibit 2.3(v).
- (vi) *Termination of Existing Lease Agreements.* Any lease agreements relating to the Adelphi Real Property and/or the PNYX Real Property will be terminated at Closing. All rights of Lessor under any such lease agreements shall remain Lessor's sole property and likewise all liabilities under any such lease agreements shall remain Lessor's sole obligation.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES
OF THE SELLER, GREEN STAR, FINE DINING AND BLUE STAR**

The Seller, Green Star, Fine Dining and Blue Star, jointly and severally, hereby represent and warrant to the Purchasers as follows:

Section 3.1. Organization, Good Standing and Qualification.

(a) Each of the Companies (i) is a Texas corporation duly organized, validly existing and in good standing under the laws of the state of Texas, (ii) has all requisite power and authority to carry on its business, and (iii) is duly qualified to transact business and is in good standing in all jurisdictions where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to do so would not have a material adverse effect to the Seller, the Purchasers, Green Star, Fine Dining or Blue Star.

(b) At Closing, the authorized capital stock of Green Star consists of 100,000 shares of common stock, \$.01 par value, of which 6,000 shares are validly issued and outstanding. There are no shares of preferred stock authorized or issued and there is no other class of capital stock authorized or issued by Green Star. All of the issued and outstanding shares of common stock of Green Star are owned by the Seller and are fully paid and non-assessable. None of the Green Star Shares issued are in violation of any preemptive rights. Green Star has no obligation to repurchase, reacquire, or redeem any of its outstanding capital stock. There are no outstanding securities convertible into or evidencing the right to purchase or subscribe for any shares of capital stock of Green Star, there are no outstanding or authorized options, warrants, calls, subscriptions, rights, commitments or any other agreements of any character obligating Green Star to issue any shares of its capital stock or any securities convertible into or evidencing the right to purchase or subscribe for any shares of such stock, and there are no agreements or understandings with respect to the voting, sale, transfer or registration of any shares of capital stock of Green Star.

(c) At Closing, the authorized capital stock of Fine Dining consists of 1,000 shares of common stock, \$1.00 par value, of which 1,000 shares are validly issued and outstanding. There are no shares of preferred stock authorized or issued and there is no other class of capital stock authorized or issued by Fine Dining. All of the issued and outstanding shares of common stock of Fine Dining are owned by the Seller and are fully paid and non-assessable. None of the Fine Dining Shares issued are in violation of any preemptive rights. Fine Dining has no obligation to repurchase, reacquire, or redeem any of its outstanding capital stock. There are no outstanding securities convertible into or evidencing the right to purchase or subscribe for any shares of capital stock of Fine Dining, there are no outstanding or authorized options, warrants, calls, subscriptions, rights, commitments or any other agreements of any character obligating Fine Dining to issue any shares of its capital stock or any securities convertible into or evidencing the right to purchase or subscribe for any shares of such stock, and there are no agreements or understandings with respect to the voting, sale, transfer or registration of any shares of capital stock of Fine Dining.

(d) At Closing, the authorized capital stock of Blue Star consists of 1,000 shares of common stock, no par value, of which 1,000 shares are validly issued and outstanding. There are no shares of preferred stock authorized or issued and there is no other class of capital stock authorized or issued by Blue Star. All of the issued and outstanding shares of common stock of Blue Star are owned by the Seller and are fully paid and non-assessable. None of the Blue Star Shares issued are in violation of any preemptive rights. Blue Star has no obligation to repurchase, reacquire, or redeem any of its outstanding capital stock. There are no outstanding securities convertible into or evidencing the right to purchase or subscribe for any shares of capital stock of Blue Star, there are no outstanding or authorized options, warrants, calls, subscriptions, rights, commitments or any other agreements of any character obligating Blue Star to issue any shares of its capital stock or any securities convertible into or evidencing the right to purchase or subscribe for any shares of such stock, and there are no agreements or understandings with respect to the voting, sale, transfer or registration of any shares of capital stock of Blue Star.

Section 3.2 Subsidiaries . None of the Companies have any subsidiaries.

Section 3.3 Ownership of the Shares . The Seller owns, beneficially and of record, all of the Shares of Green Star, Fine Dining and Blue Star free and clear of any liens, claims, equities, charges, options, rights of first refusal, or encumbrances.

Section 3.4 Authorization . All corporate action on the part of Green Star, Fine Dining and Blue Star necessary for the authorization, execution, delivery and performance of this Agreement by Green Star, Fine Dining and Blue Star has been taken or will be taken prior to the Closing. Green Star, Fine Dining and Blue Star each have the requisite corporate power and authority to execute, deliver and perform this Agreement. This Agreement, when duly executed and delivered in accordance with its terms, will constitute a valid and binding obligation of Green Star, Fine Dining and Blue Star, enforceable against each in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, and other similar laws of general application relating to or affecting creditors' rights and to general equitable principles.

Section 3.5 No Breaches or Defaults . The execution, delivery, and performance of this Agreement by the Companies does not: (i) conflict with, violate, or constitute a breach of or a default under any other outstanding agreements or the charter or bylaws of any of the Companies, (ii) result in the creation or imposition of any lien, claim, or encumbrance of any kind upon the Shares, or (iii) require any authorization, consent, approval, exemption, or other action by or filing with any third party or Governmental Authority under any provision of: (a) any applicable Legal Requirement, or (b) any credit or loan agreement, promissory note, or any other agreement or instrument to which the Seller, Green Star, Fine Dining or Blue Star is a party or by which the Shares may be bound or affected. For purposes of this Agreement, "Governmental Authority" means any foreign governmental authority, the United States of America, any state of the United States, and any political subdivision of any of the foregoing, and any agency, department, commission, board, bureau, court, or similar entity, having jurisdiction over the parties hereto or their respective assets or properties. For purposes of this Agreement, "Legal Requirement" means any law, statute, injunction, decree, order or judgment (or interpretation of any of the foregoing) of, and the terms of any license or permit issued by, any Governmental Authority.

Section 3.6 Consents . No permit, consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or any other person or entity is required on the part of the Seller, Green Star, Fine Dining or Blue Star in connection with the execution and delivery by the Seller, Green Star, Fine Dining or Blue Star of this Agreement or the consummation and performance of the transactions contemplated hereby.

Section 3.7 Pending Claims . Except as set forth in Exhibit 3.7, there is no claim, suit, arbitration, investigation, action, litigation or other proceeding, whether judicial, administrative or otherwise, now pending or, to the Seller's, Green Star's, Fine Dining's or Blue Star's knowledge, contemplated or threatened against the Seller, Green Star, Fine Dining or Blue Star before any court, arbitration, administrative or regulatory body or any governmental agency which may result in any judgment, order, award, decree, liability or other determination which will or could reasonably be expected to have any material effect upon the Seller, Green Star, Fine Dining or Blue Star or the transfer by the Seller to the Purchasers of the Shares under this Agreement, nor is there any basis known to the Seller, Green Star, Fine Dining or Blue Star for any such action. No litigation is pending, or, to the Seller's, Green Star's, Fine Dining's or Blue Star's knowledge, threatened against the Seller, Green Star, Fine Dining or Blue Star, or their assets or properties which seeks to restrain or enjoin the execution and delivery of this Agreement or any of the documents referred to herein or the consummation of any of the transactions contemplated thereby or hereby. Neither the Seller, Green Star, Fine Dining nor Blue Star is subject to any judicial injunction or mandate or any quasi-judicial or administrative order or restriction directed to or against them or which would affect Green Star, Fine Dining or Blue Star or the Shares to be transferred under this Agreement.

Section 3.8 Taxes . Each of the Companies has timely and accurately prepared and filed all federal, state, foreign and local tax returns and reports required to be filed prior to such dates and have timely paid all taxes shown on such returns as owed for the periods of such returns, including all sales taxes and withholding or other payroll related taxes shown on such returns. None of the Companies is delinquent in the payment of any tax or governmental charge of any nature. The Seller has no knowledge of any liability for any tax to be imposed by any taxing authorities as of the date of this Agreement and as of the Closing that is not adequately provided for. No assessments or notices of deficiency or other communications have been received by the Seller or any of the Companies with respect to any tax return which has not been paid, discharged or fully reserved against and no amendments or applications for refund have been filed or are planned with respect to any such return. None of the federal, state, foreign and local tax returns of any of the Companies has been audited by any taxing authority. The Seller has no knowledge of any additional assessments, adjustments or contingent tax liability (whether federal or state) of any nature whatsoever, whether pending or threatened against any of the Companies for any period, nor of any basis for any such assessment, adjustment or contingency. There are no agreements between any of the Companies and any taxing authority, including, without limitation, the Internal Revenue Service, waiving or extending any statute of limitations with respect to any tax return.

Section 3.9 Financial Statements . The Seller and each of the Companies has or will deliver to the Purchasers the unaudited balance sheets of each of the Companies as of September 30, 2011, together with the related unaudited statements of income, for the periods then ended (collectively referred to as the "Financial Statements"). Such Financial Statements, including the related notes, are in accordance with the books and records of each of the Companies and fairly represent the financial position of each of the Companies and the results of operations and changes in financial position of each of the Companies as of the dates and for the periods indicated, in each case in conformity with generally accepted accounting principles applied on a consistent basis. Except as, and to the extent reflected or reserved against in the Financial Statements, each of the Companies, as of the date of the Financial Statements, has no material liability or obligation of any nature, whether absolute, accrued, continued or otherwise, not fully reflected or reserved against in the Financial Statements.

Section 3.10 No Material Adverse Change . Since the dates of the Financial Statements, each of the Companies has conducted its business in the ordinary course, consistent with past practice, and there has been no (i) change that has had or would reasonably be expected to have a material adverse effect upon the assets, properties or business or the financial condition or other operations of any of the Companies; (ii) acquisition or disposition of any material asset by any of the Companies or any contract or arrangement therefore, otherwise than for fair value in the ordinary course of business; (iii) material change in any of the Companies' accounting principles, practices or methods; (iv) incurrence of any material indebtedness or lending of money to any person or entity; (v) acceleration, termination, modification or cancellation or any agreement, contract, lease or license (or series of related agreements, contracts, leases or licenses) involving more than \$5,000, either individually or in the aggregate to which any of the Companies is a party; or (vi) delay or postponement in the payment of any accounts payable or other liabilities.

Section 3.11 Labor Matters . None of the Companies is a party or otherwise subject to any collective bargaining agreement with any labor union or association. There are no discussions, negotiations, demands or proposals that are pending or have been conducted or made with or by any labor union or association, and there are not pending or threatened against any of the Companies any labor disputes, strikes or work stoppages. To the best of Seller's and each of the Companies' knowledge, each of the Companies is in compliance with all federal and state laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and, to their knowledge, is not engaged in any unfair labor practices. Neither the Companies nor the Seller is aware of any claim of alleged misclassification of entertainers as independent contractors by any individual or government agency. None of the Companies is a party to any written or oral contract, agreement or understanding for the employment of any officer, director or employee of any of the Companies.

Section 3.12 Compliance with Laws . Each of the Companies is, and at all times prior to the date hereof has been in compliance with all statutes, orders, rules, ordinances and regulations applicable to it or to the ownership of its assets or the operation of its businesses, except for failures to be in compliance that would not have a material adverse effect on the business, properties, condition (financial or otherwise) or prospects of such company. Neither the Seller nor any of the Companies has any basis to expect, nor has it received, any order or notice of any such violation or claim of violation of any such statute, order, rule, ordinance or regulation by such company. Exhibit 3.12 sets forth all licenses and permits held by each of the Companies used in the operation of its businesses, all of which are in good standing and in effect as of the Closing Date. These licenses and permits represent all of the licenses and permits required by each of the Companies for the operation of its business.

Section 3.13 Title to Properties; Encumbrances . Each of the Companies has good and marketable title to all of its properties and assets, real and personal, tangible and intangible, that are material to the condition (financial or otherwise), business, operations or prospects of such company, free and clear of all mortgages, claims, liens, security interests, charges, leases, encumbrances and other restrictions of any kind and nature, except (i) as disclosed in the Financial Statements of the Companies, (ii) statutory liens not yet delinquent, and (iii) such liens consisting of zoning or planning restrictions, imperfections of title, easements and encumbrances, if any, as do not materially detract from the value or materially interfere with the present use of the property or assets subject thereto or affected thereby. At the time of Closing, the assets of each of the Companies will include, but will not be limited to, the assets set forth in each of the Companies' 2010 corporate income tax return, along with all equipment and fixtures located on the Silver City Premises as of the Closing Date.

Section 3.14 No Liabilities . As of the Closing Date, each of the Companies does not and will not have any obligation or liability (contingent or otherwise) or unpaid bill to any third party except as expressly set forth herein in Exhibit 3.7 and Article X.

Section 3.15 Contracts and Leases . Except as disclosed on Exhibit 3.15, each of the Companies does not (i) have any leases of personal property relating to the assets of such company, whether as lessor or lessee and (ii) have any contractual or other obligations relating to the assets of such company, whether written or oral. Each of the Companies has not given any power of attorney to any person or organization for any purpose relating to the business or assets of such company. Green Star has an existing real estate lease agreement with Adelphi covering the real property where Silver City operates its adult entertainment cabaret located at Suite A, 7501 N. Stemmons Freeway, Dallas, Texas 75247. Blue Star has an existing real estate lease agreement with PNYX covering the real property located at 1449 Inwood Road, Dallas, Texas 75247. Each of the Companies shall provide to the Purchasers prior to Closing each and every contract, lease or other document relating to its assets to which it is subject or is a party or a beneficiary. To the Seller's and the Companies' knowledge, such contracts, leases or other documents are valid and in full force and effect according to their terms and constitute legal, valid and binding obligations of Green Star, Fine Dining or Blue Star and the other respective parties thereto and are enforceable in accordance with their terms. The Seller and the Companies have no knowledge of any default or breach under such contracts, leases or other documents or of any pending or threatened claims under any such contracts, leases or other documents. Neither the execution of this Agreement, nor the consummation of all or any of the transactions contemplated under this Agreement, will constitute a breach or default under any such contracts, leases or other documents which would have a material adverse effect on the financial condition of any of the Companies or the operation of Silver City after Closing.

Section 3.16 No Pending Transactions . Except for the transactions contemplated by this Agreement and the Related Transactions contemplated in Section 2.3 herein, neither the Seller nor any of the Companies is a party to or bound by or the subject of any agreement, undertaking, commitment or discussions or negotiations with any person that could result in: (i) the sale, merger, consolidation or recapitalization of any of the Companies; (ii) the sale of any of the assets of any of the Companies; (iii) the sale of any outstanding capital stock or other securities of any of the Companies; (iv) the acquisition by any of the Companies of any operating business or the capital stock of any other person or entity; (v) the borrowing of money; (vi) any agreement with any of the respective officers, managers or affiliates of any of the Companies; or (vii) the expenditure of more than \$5,000, in the aggregate, or the performance by any of the Companies extending for a period more than one year from the date hereof, other than in the ordinary course of business.

Section 3.17 Material Agreements; Action . Except for the transactions contemplated by this Agreement and the Related Transactions contemplated in Section 2.3 herein, there are no material contracts, agreements, commitments, understandings or proposed transactions, whether written or oral, to which the Seller or any of the Companies are a party or by which they are bound that involve or relate to (i) any of the respective officers, directors or stockholders of any of the Companies or (ii) covenants of the Seller or any of the Companies not to compete in any line of business or with any person in any geographical area or covenants of any other person not to compete with any of the Companies in any line of business or in any geographical area.

Section 3.18 Insurance Policies . Copies of all insurance policies maintained by any of the Companies will be delivered to the Purchasers prior to Closing. The policies of insurance held by any of the Companies are in such amounts, and insure against such losses and risks, as each of the Companies reasonably deems appropriate for its property and business operations. All such insurance policies are in full force and effect, and all premiums due thereon have been paid. Valid policies for such insurance will be outstanding and duly in force at all times prior to the Closing.

Section 3.19 No Default . Neither the Seller nor any of the Companies is in default under any term or condition of any instrument evidencing, creating or securing any indebtedness of any of the Companies, and there has been no default in any material obligation to be performed by the Seller or any of the Companies under any other contract, lease, agreement, commitment or undertaking to which any of the Companies is a party or by which it or its assets or properties are bound, nor has the Seller or any of the Companies waived any material right under any such contract, lease, agreement, commitment or undertaking.

Section 3.20 Books and Records . The books of account, minute books, stock record books and other records of each of the Companies, all of which will be made available to the Purchasers prior to Closing, are and will be accurate and complete and have been maintained in accordance with sound business practices. Upon Closing, all books and records will be in the possession of the Purchasers.

Section 3.21 Banks and Brokerage Accounts . Exhibit 3.21 sets forth (a) a true and complete list of the names and locations of all banks, trust companies, securities brokers and other financial institutions at which any of the Companies has an account or safe deposit box or maintains a banking, custodial, trading or other similar relationship, and (b) a true and complete list and description of each such account, box and relationship, indicating in each case the account number and the names of the respective officers, employees, agents or other similar representatives having signatory power with respect thereto.

Section 3.22 Environmental . To the best of the Seller's and the Companies' knowledge, the Silver City Premises is not in violation of any state, local or federal statutes, laws, regulations, ordinances or rules pertaining to health or the environment requirements affecting the Silver City Premises. Neither the Seller, Green Star nor Fine Dining has received any citation, directive, letter or other communication, written or oral, or any notice of any proceeding, claim or lawsuit relating to any environmental issue arising out of the ownership or occupation of the Silver City Premises, and there is no basis known to the Seller, Green Star or Fine Dining for any such action.

Section 3.23 Notices . Neither the Seller nor the Companies or any representative of the Seller or the Companies have received any written notice (i) from any insurance companies, governmental agencies or from any other parties of any condition, defects or inadequacies with respect to the Silver City Premises which, if not corrected, would result in termination of insurance coverage or increase its cost, (ii) from any governmental agencies or any other third parties with respect to any violations of any building codes and/or zoning ordinances or any other governmental laws, regulations or orders affecting the Silver City Premises, including, without limitation, the Americans With Disabilities Act, (iii) of any pending or threatened condemnation proceedings with respect to the Silver City Premises, or (iv) of any proceedings which could or would cause the change, redefinition or other modification of the zoning classification of the Silver City Premises.

Section 3.24 Proceedings Relating to the Silver City Premises . Except as set forth in Exhibit 3.24, there is no pending, or to the best knowledge of the Seller or the Companies or any representative of the Seller or the Companies, contemplated or threatened judicial, municipal or administrative proceedings with respect to, or in any manner affecting the Silver City Premises or any portion thereof, including, without limitation, proceedings for or involving tenant evictions, collections, condemnations, eminent domain, alleged building code or zoning violations, personal injuries or property damage alleged to have occurred on the Silver City Premises or by reason of the use and operation of the Silver City Premises, or written notice of any attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws pending or threatened against the Seller or the Companies or the Silver City Premises itself, or the taking of the Silver City Premises for public needs.

Section 3.25 Public Improvements . None of the Seller, the Companies or any representative of the Seller or the Companies has knowledge of any existing or proposed public improvements which involve or which may result in any charge being levied or assessed against the Silver City Premises or which will or could result in the creation of any lien upon the Silver City Premises or any part thereof.

Section 3.26 Certificates . To the best knowledge of the Seller, the Companies or any representative of the Seller or the Companies, all certificates of occupancy, licenses, permits, authorizations and approvals required by law or by any governmental authority having jurisdiction over the Silver City Premises have been obtained and are in full force and effect.

Section 3.27 Material Defect . To the best knowledge of the Seller, the Companies or any representative of the Seller or the Companies, there are no material defects to the Silver City Premises which have not been disclosed in writing to the Purchaser.

Section 3.28 Flooding . To the best knowledge of the Seller, the Companies or any representative of the Seller or the Companies no flooding has occurred on the Silver City Premises.

Section 3.29 Necessary Permits and Licenses . Except for (a) a revised RM Mixed Beverage License in the name of Fine Dining and/or such other entity as Purchasers may select reflecting the change in corporate control resulting from the sale of the Fine Dining Shares to RCI Dining for the sale of alcoholic beverages on the Silver City Premises located at 7501 N. Stemmons Freeway; (b) a sexually oriented business license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway to operate an adult cabaret featuring adult topless entertainment in the name of Green Star, Inc. d/b/a Silver City based upon the revised application which reflects the sale of the Green Star Shares to RCI Stemmons; (c) a dance hall license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway and (d) a sexually oriented business license issued by the City of Dallas, Texas for 1449 Inwood Road to operate an adult cabaret by Blue Star after a revised application has been filed to reflect the sale of shares to RCI Inwood, there are no other specialized licenses or permits required to allow the Purchasers to operate, conduct and manage their business in a manner identical to the operation, conduct and management presently conducted on the Silver City Premises and on the Blue Star Premises.

Section 3.30 Disclosure . No representation or warranty of the Seller or any of the Companies contained in this Agreement (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

Section 3.31 Employee Benefit Plans . None of the Companies is a party to any employee-benefit plan.

Section 3.32 Brokerage Commission . No broker or finder has acted on behalf of the Seller or any of the Companies in connection with this Agreement or the transactions contemplated hereby and no person is entitled to any brokerage or finder's fee or compensation in respect thereto based in any way on agreements, arrangements or understandings made by or on behalf of the Sellers or any of the Companies.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby makes the following representations and warranties to the Purchasers, which representations and warranties shall be true and correct on the date hereof and on and as of the Closing Date:

Section 4.1 Ownership of the Shares . The Seller owns, beneficially and of record, all of the Shares, free and clear of any liens, claims, equities, charges, options, rights of first refusal, or encumbrances. The Seller has the unrestricted right and power to transfer, convey and deliver full ownership of the Shares without the consent or agreement of any other person and without any designation, declaration or filing with any governmental authority. Upon the transfer of the Shares to the Purchasers as contemplated herein, the Purchasers will receive good and valid title thereto, free and clear of any liens, claims, equities, charges, options, rights of first refusal, encumbrances or other restrictions (except those imposed by applicable securities laws).

Section 4.2 Authorization . The Seller represents that he is a person of full age of majority, with full power, capacity, and authority to enter into this Agreement and perform the obligations contemplated hereby by and for himself and his spouse. All action on the part of the Seller necessary for the authorization, execution, delivery and performance of this Agreement by him has been taken, or will be taken by him prior to the Closing Date. This Agreement, when duly executed and delivered in accordance with its terms, will constitute legal, valid and binding obligations of the Seller enforceable against him in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization and other similar laws of general application affecting creditors' rights generally or by general equitable principles.

Section 4.3 Consents . No consent, approval or authorization of, or designation, declaration or filing with, any other person or entity (other than governmental entities) is required on the part of the Seller in connection with the execution and delivery by the Seller of this Agreement or the consummation and performance of the transactions contemplated hereby.

Section 4.4 No Solicitation or Pending Transactions . Except for the transactions contemplated by this Agreement, the Seller is not a party to or bound by or the subject of any agreement, undertaking, commitment or discussions or negotiations with any person that could result in the sale of any of the Shares. The Seller agrees that from the date of his execution of this Agreement until the Closing Date, he will not offer to sell or solicit any offer to purchase or engage in any discussions or activities of any nature whatsoever, directly or indirectly, involving in any manner the actual or potential sale, transfer, encumbrance, pledge, collateralization or hypothecation of the Shares, or any assets of any of the Companies. The Seller hereby agrees to advise the Purchasers of any contact from any third party regarding the acquisition of the Shares or other investment in any of the Companies, or of any contact which would relate to the transactions contemplated by this Agreement.

Section 4.5 Disclosure . No representation or warranty of the Seller contained in this Article IV contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein in light of the circumstances under which they were made, not misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

The Purchasers hereby represent and warrant, jointly and severally, to the Seller and the Companies as follows:

Section 5.1 Organization, Good Standing and Qualification . Each of the Purchasers (i) is an entity duly organized, validly existing and in good standing under the laws of the state of Texas, (ii) has all requisite power and authority to carry on its business, and (iii) is duly qualified to transact business and is in good standing in all jurisdictions where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to do so would not have a material adverse effect to the Purchasers.

Section 5.2 Authorization . All corporate action on the part of each of the Purchasers necessary for the authorization, execution, delivery and performance of this Agreement by it has been taken and will be taken prior to Closing. Each of the Purchasers has the requisite corporate power and authority to execute, deliver and perform this Agreement. This Agreement, when duly executed and delivered in accordance with its terms, will constitute legal, valid, and binding obligations of each of the Purchasers enforceable against each in accordance with its terms, except as may be limited by bankruptcy, insolvency, and other similar laws affecting creditors' rights generally or by general equitable principles.

Section 5.3 No Breaches or Defaults . The execution, delivery, and performance of this Agreement by each of the Purchasers does not: (i) conflict with, violate, or constitute a breach of or a default under or (ii) require any authorization, consent, approval, exemption, or other action by or filing with any third party or Governmental Authority under any provision of: (a) any applicable Legal Requirement, or (b) any credit or loan agreement, promissory note, or any other agreement or instrument to which either of the Purchasers is a party.

Section 5.4 Consents . No permit, consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or any other person or entity is required on the part of either of the Purchasers in connection with the execution and delivery by the Purchasers of this Agreement or the consummation and performance of the transactions contemplated hereby other than as required under the federal securities laws.

Section 5.5 Disclosure . No representation or warranty of either of the Purchasers contained in this Agreement (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

Section 5.6 Brokerage Commission . No broker or finder has acted on behalf of the Purchasers in connection with this Agreement or the transactions contemplated hereby, and no person is entitled to any brokerage or finder's fee or compensation in respect thereto based in any way on agreements, arrangements or understandings made by or on behalf of either of the Purchasers.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF ADELPHI AND PNYX

Adelphi and PNYX hereby represent and warrant, jointly and severally, to the Purchasers as follows:

Section 6.1 Organization, Good Standing and Qualification . Each of Adelphi and PNYX (i) is a Texas limited partnership duly organized, validly existing and in good standing under the laws of the state of Texas, (ii) has all requisite power and authority to carry on its business, and (iii) is duly qualified to transact business and is in good standing in all jurisdictions where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to do so would not have a material adverse effect to either Adelphi or PNYX.

Section 6.2 Authorization . All action on the part of each of Adelphi and PNYX necessary for the authorization, execution, delivery and performance of this Agreement by it has been taken and will be taken prior to Closing. Each of Adelphi and PNYX has the requisite power and authority to execute, deliver and perform this Agreement. This Agreement, when duly executed and delivered in accordance with its terms, will constitute legal, valid, and binding obligations of each of Adelphi and PNYX enforceable against each in accordance with its terms, except as may be limited by bankruptcy, insolvency, and other similar laws affecting creditors' rights generally or by general equitable principles.

Section 6.3 No Breaches or Defaults . The execution, delivery, and performance of this Agreement by each of Adelphi and PNYX does not: (i) conflict with, violate, or constitute a breach of or a default under or (ii) require any authorization, consent, approval, exemption, or other action by or filing with any third party or Governmental Authority under any provision of: (a) any applicable Legal Requirement, or (b) any credit or loan agreement, promissory note, or any other agreement or instrument to which either of Adelphi and PNYX is a party.

Section 6.4 Consents . No permit, consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or any other person or entity is required on the part of either of Adelphi and PNYX in connection with the execution and delivery by Adelphi and PNYX of this Agreement or the consummation and performance of the transactions contemplated hereby other than as required under the federal securities laws.

Section 6.5 Disclosure . No representation or warranty of either of Adelphi and PNYX contained in this Agreement (including the exhibits hereto) contains any untrue statement or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.

ARTICLE VII CONDITIONS TO CLOSING OF SELLER AND THE COMPANIES

Each obligation of the Seller and each of the Companies to be performed on the Closing Date shall be subject to the satisfaction of each of the conditions stated in this Article VII, except to the extent that such satisfaction is waived by the Seller and the Companies in writing.

Section 7.1 Representations and Warranties Correct . The representations and warranties made by each of the Purchasers contained in this Agreement will be true and correct as of the Closing Date.

Section 7.2 Covenants . All covenants, agreements and conditions contained in this Agreement to be performed by the Purchasers on or prior to the Closing Date will have been performed or complied with in all respects.

Section 7.3 Delivery of Certificate . Each of the Purchasers shall provide to the Seller and the Companies certificates, dated the Closing Date and signed by the President of each of the Purchasers, to the effect set forth in Section 7.1 and 7.2 for the purpose of verifying the accuracy of such representations and warranties and the performance and satisfaction of such covenants and conditions.

Section 7.4 Payment of Purchase Price . The Purchasers shall have tendered the Purchase Price for the Shares as referenced in Section 1.3 to the Seller concurrently with the Closing.

Section 7.5 Related Transactions . The Related Transactions set forth in Section 2.3 will be consummated concurrently with the Closing.

Section 7.6 Corporate Resolutions . Each of the Purchasers shall provide corporate resolutions of the Board of Directors of each of the Purchasers which approve the transactions contemplated herein and authorize the execution, delivery and performance of this Agreement and the documents referred to herein to which it is or is to be a party dated as of the Closing Date.

Section 7.7 Absence of Proceedings . No action, suit or proceeding by or before any court or any governmental or regulatory authority shall have been commenced and no investigation by any governmental or regulatory authority shall have been commenced seeking to restrain, prevent or challenge the transactions contemplated hereby or seeking judgments against either of the Purchasers.

ARTICLE VIII CONDITIONS TO CLOSING OF THE PURCHASERS

Each obligation of each of the Purchasers to be performed on the Closing Date will be subject to the satisfaction of each of the conditions stated in this Article VII, except to the extent that such satisfaction is waived by each of the Purchasers in writing.

Section 8.1 Representations and Warranties Correct . The representations and warranties made by the Seller and each of the Companies hereof shall be true and correct as of the Closing Date.

Section 8.2 Covenants . All covenants, agreements and conditions contained in this Agreement to be performed by the Seller and each of the Companies on or prior to the Closing Date will have been performed or complied with in all respects.

Section 8.3 Delivery of Certificate . The Seller and each of the Companies will each provide to the Purchasers certificates, dated the Closing Date and signed by the Seller and by the President of each of the Companies, respectively, to the effect set forth in Section 8.1 and 8.2 for the purpose of verifying the accuracy of such representations and warranties and the performance and satisfaction of such covenants and conditions.

Section 8.4 Delivery of Shares . The Seller shall have delivered certificates evidencing the Shares of the Companies duly endorsed to the Purchasers or accompanied by duly executed stock powers in form and substance satisfactory to the Purchasers.

Section 8.5 Corporate Resolutions . Each of the Companies shall provide to the Purchasers a corporate resolution of the Board of Directors of each of the Companies which approve all of the transactions contemplated herein and authorizes the execution, delivery and performance of this Agreement and the documents referred to herein to which it is or is to be a party dated as of the Closing Date.

Section 8.6 Consents; Status of Permits and Licenses . The Purchasers shall have obtained all required approvals and authorizations to conduct their business as is presently being conducted on the Silver City Premises and the Blue Star Premises by the Companies, including (a) a revised RM Mixed Beverage License in the name of Fine Dining and/or such other entity as Purchasers may select reflecting the change in corporate control resulting from the sale of the Fine Dining Shares to RCI Dining for the sale of alcoholic beverages on the Silver City Premises located at 7501 N. Stemmons Freeway; (b) a sexually oriented business license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway to operate an adult cabaret featuring adult topless entertainment in the name of Green Star, Inc. d/b/a Silver City based upon the revised application which reflects the sale of the Green Star Shares to RCI Stemmons; (c) a dance hall license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway and (d) if Purchasers so elect, a sexually oriented business license issued by the City of Dallas, Texas for 1449 Inwood Road to operate an adult cabaret by Blue Star after a revised application has been filed to reflect the sale of shares to RCI Inwood.

Section 8.7 Related Transactions . The Related Transactions set forth in Section 2.3 will be consummated concurrently with the Closing.

Section 8.8 Ability to Audit. Within the Due Diligence Period, the financial records of each of the Companies will be maintained and exist in such a manner as to allow for a certified audit as determined by the Purchasers.

Section 8.9 Satisfactory Diligence . Within the Due Diligence Period (as defined in Section 9.2 below), each of the Purchasers will have concluded its due diligence investigation of the Companies and the business of Silver City and the Companies' respective assets and properties and all other matters related to the foregoing, and will be satisfied, in their sole discretion, with the results thereof.

Section 8.10 Resignations . All of the officers and directors of each of the Companies shall have provided to the Purchasers their written resignations.

Section 8.11 Termination of Existing Leases. Any and all existing leases for the Silver City Premises or the Blue Star Premises will have been terminated.

Section 8.12 No Liabilities Outstanding . None of the Companies will have any obligations or liabilities (contingent or otherwise) or unpaid bill to any third party as of the Closing Date.

Section 8.13 Absence of Proceedings . No action, suit or proceeding by or before any court or any governmental or regulatory authority will have been commenced and no investigation by any governmental or regulatory authority will have been commenced seeking to restrain, prevent or challenge the transactions contemplated hereby or seeking judgments against any of the Companies or any of their assets.

**ARTICLE IX
COVENANTS OF THE SELLER
AND THE COMPANIES**

Section 9.1 Stand Still . To induce the Purchasers to proceed with this Agreement, the Seller and each of the Companies agree that until the Closing Date or the termination of this Agreement, no representative of any of the Companies or any representative of the Seller will offer to sell or solicit any offer to purchase or engage in any discussions or activities of any nature whatsoever, directly or indirectly, involving in any manner the actual or potential sale, transfer, encumbrance, pledge, collateralization or hypothecation of any ownership interest in or assets of the any of the Companies or Silver City. The Seller and each of the Companies hereby agree to advise the Purchasers of any contact from any third party regarding the acquisition or other investment in any of the Companies, or of any contact which would relate to the transactions contemplated by this Agreement.

Section 9.2 Access; Due Diligence . Between the date of this Agreement and January 2, 2012 (the “Due Diligence Period”), the Seller shall cause each of the Companies to (a) provide the Purchasers and their authorized representatives reasonable access to all its plants, offices, warehouse and other facilities and properties, and to its books and records; (b) permit the Purchasers to make inspections thereof; and (c) cause its officers and advisors to furnish the Purchasers with such financial and operating data and other information with respect to its business and properties and to discuss with the Purchasers and their authorized representatives its affairs as the Purchasers may from time to time reasonably request.

Section 9.3 Conduct of Business . From the date of the execution hereof until the Closing Date, each of the Companies shall operate itself and Silver City in the ordinary course consistent with past practices, and:

- (a) None of the Companies will authorize, declare, pay or effect any dividends or liquidate or distribute any common stock or other equity interest or undertake any direct or indirect redemption, purchase or other acquisition of any equity interest;
- (b) None of the Companies will make any changes in its condition (financial or otherwise), liabilities, assets, or business or in any of its business relationships, including relationships with suppliers or customers, that, when considered individually or in the aggregate, might reasonably be expected to have a material adverse effect on it;
- (c) None of the Companies will increase the salary or other compensation payable or to become payable by it to any employee, or the declaration, payment, or commitment or obligation of any kind for the payment by it of a bonus or other additional salary or compensation to any such person except in the normal course of business, consistent with its past practices;

- (d) None of the Companies will sell, lease, transfer or assign any of their assets, tangible or intangible, other than inventory for a fair consideration, in the ordinary course of business;
- (e) None of the Companies will accelerate, terminate, modify or cancel any agreement, contract, lease or license (or series of related agreements, contracts, leases and licenses) involving more than \$5,000, either individually or in the aggregate, to which it is a party, absent the consent of the respective Purchaser;
- (f) None of the Companies will make any loans to any person or entity, or guarantee any loan, absent the consent of the Purchasers;
- (g) None of the Companies will waive or release any right or claim held by it, absent the consent of the Purchasers;
- (h) Each of the Companies will operate its business in the ordinary course and consistent with past practices so as to preserve its business organization intact, to retain the services of their employees and to preserve their goodwill and relationships with suppliers, creditors, customers, and others having business relationships with them;
- (i) None of the Companies will issue any note, bond or other debt security or create, incur or assume, or guarantee any indebtedness for borrowed money or capitalized lease obligations;
- (j) None of the Companies will delay or postpone the payment of accounts payable and other liabilities outside the ordinary course of business;
- (k) None of the Companies will make any loan to, enter into an employment agreement with, or enter into any other transaction with, any of its directors, officers, and employees;
- (l) None of the Companies will make any change in any method, practice, or principle of accounting involving its business or assets;
- (m) None of the Companies will issue, sell or otherwise dispose of any of its capital stock or create, sell or dispose of any options, rights, conversion rights or other agreements or commitments of any kind relating to the issuance, sale or disposition of any of its equity interests;
- (n) None of the Companies will reclassify, split up or otherwise change any of its common stock or capital structure;
- (o) None of the Companies will be a party to any merger, consolidation or other business combination; and

- (p) Each of the Companies shall perform in all material respects all of its obligations under material contracts, leases and other documents relating to or affecting any of its assets, property or its business or the business of Silver City.

ARTICLE X TAX COVENANTS; CLOSING ADJUSTMENTS

Section 10.1 Tax Covenants.

(a) The Seller shall be responsible for, and shall pay or cause to be paid, and shall indemnify and hold each of the Companies and Purchasers harmless from and against any and all federal, state and local income and property (real and personal) taxes, including penalties and interest, if any, thereon, and for any taxes or obligations or liabilities that may be due pursuant to the Patron Tax, which Patron Tax was implemented by the Texas legislature, or any obligations or liabilities pursuant to any amendments or legislation passed in connection therewith relating to the obligation of any of the Companies to make payment of the Patron Tax (individually, a “Tax” and collectively, “Taxes”) that may be imposed on or assessed against any of the Companies and/or Purchasers on account of taxes imposed upon any of the Companies or its assets prior to the Closing Date, including all taxes due on income received by any of the Companies prior to the Closing Date and real property taxes due under any lease agreement for the Silver City Premises. The Seller shall also pay or cause to be paid and shall indemnify and hold harmless each of the Companies and Purchasers against all losses, damages and reasonable third party costs and expenses (including reasonable attorney, accountant and expert witness fees and disbursements) (“Related Costs”) incurred in connection with the Taxes for which the Seller indemnifies each of the Companies and Purchasers pursuant to this Section 10.1 (a)(or any asserted deficiency, claim demand or assessment, including the defense or settlement thereof) or the enforcement of this Section 10.1(a). Any payment required to be made by the Seller pursuant to this Section 10.1(a) shall be made within 30 days of written notice from the Purchasers.

(b) The Purchasers shall be responsible for, and shall pay or cause to be paid, and shall indemnify and hold the Seller harmless from and against, any and all Taxes that may be imposed on or assessed against the Seller on account of Taxes imposed on any of the Companies or its assets following the Closing Date, including all taxes due on income received by any of the Companies beginning after the Closing Date. The Purchasers shall also pay or cause to be paid and shall indemnify and hold harmless the Seller from and against all Related Costs of the Sellers incurred in connection with the Taxes for which the Purchasers indemnify the Seller pursuant to this Section 10.1(b) (or any asserted deficiency, claim, demand or assessment, including the defense or settlement thereof) or the enforcement of this Section 10.1(b). Any payment required to be made by the Purchasers pursuant to this Section 10.1(b) shall be made within 30 days of written notice from the Seller.

(c) For purposes of this Article X, Taxes for the period up to and including the Closing Date (“Sellers’ Taxes”) shall be determined on the basis of an interim closing of the books as of the Closing Date; *provided, however*, that in the case of any Tax not based on income or receipts, such Sellers’ Taxes shall be equal to the amount of such Tax for the taxable year multiplied by a fraction, the *numerator* of which shall be the number of days from the beginning of the taxable year through the day prior to the Closing Date, and the *denominator* of which shall be the number of days in the taxable year.

(d) The Purchasers shall be responsible for filing or causing to be filed all tax returns required to be filed by or on behalf of the Companies after the Closing Date (other than tax returns for periods ending on or before the Closing Date but not due until after the Closing Date).

(e) The Seller and the Purchasers shall cooperate fully with each other and make available to each other in a timely fashion such Tax data and other information and personnel as may be reasonably required for the payment of any estimated Taxes and the preparation of any tax returns required to be prepared hereunder. The Seller and the Purchasers shall make available to the other, as reasonably requested, all information, records or documents in their possession relating to Tax liabilities of any of the Companies for all taxable periods thereof ending on, before or including the Closing Date and shall preserve all such information, records and documents until the expiration of any applicable Tax statute of limitations or extensions thereof; *provided, however*, that if a proceeding has been instituted for which the information, records or documents are required prior to the expiration of the applicable statute of limitations, then such information, records or documents shall be retained until there is a final determination with respect to such proceeding.

(f) The Purchasers and the Seller shall promptly notify each other in writing upon receipt by the Purchasers or the Seller, as the case may be, of any notice of any tax audits of or assessments against any of the Companies for taxable periods ending on or before the Closing Date. The failure of one party promptly to notify the other party of any such audit or assessment shall not forfeit the right to indemnity except to the extent that a party is materially prejudiced as a result. The Purchasers shall have the right to represent any of the Companies' interests in any tax proceeding relating to such tax audits or assessments and to employ counsel of its choice at its expense provided, however, that the Seller may, at his own cost and expense, participate in such proceedings relating to such tax audits or assessments. The Purchasers, on the one hand, and the Seller, on the other, each agree to cooperate fully with the other and its or their respective counsel in the defense against or compromise of any claim in any tax proceeding.

(g) Notwithstanding anything to the contrary contained elsewhere in this Agreement, all obligations under this Article X will survive the Closing hereunder and continue until 30 days following the expiration of the statute of limitations on assessment of the relevant Tax.

Section 10.2 Closing Adjustments. The Seller, each of the Companies and each of the Purchasers agree that there will be an adjustment made within ninety (90) days of the Closing Date to adjust for any liabilities that are found to exist of any of the Companies as of the Closing Date so that the Seller shall be responsible and liable to the Purchasers for the liabilities of the Companies that exist as of the Closing Date, less any credit which the Seller would be entitled to for cash on hand, credit card receivables or pro rata portion of prepaid items.

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification from Seller, Adelphi and PNYX. Seller, Adelphi and PNYX jointly and severally agree to and shall indemnify, defend (with legal counsel reasonably acceptable to the Purchasers), and hold each of the Purchasers, its officers, directors, employees, affiliates, parent, agents, legal counsel, successors and assigns (collectively, the "Purchaser Group") harmless at all times after the date of this Agreement, from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorneys' fees and costs of any suit related thereto) suffered or incurred by any of the Purchaser Group arising from: (a) any misrepresentation by, or breach of any covenant or warranty of the Seller or the Companies contained in this Agreement, or any exhibit, certificate, or other instrument furnished or to be furnished by Seller or any of the Companies hereunder; (b) any nonfulfillment of any agreement on the part of the Seller or any of the Companies under this Agreement; (c) any liability or obligation due to any third party by any of the Companies incurred at or prior to the Closing Date; (d) any suit, action, proceeding, claim or investigation against the Purchasers which arises from or which is based upon or pertaining to Seller's or any of the Companies' conduct or the operation or liabilities of the business of any of the Companies prior to the Closing Date, including, but not limited to any claim of alleged misclassification of entertainers as independent contractors by any individual or governmental agency or any other claim alleging violations of any labor laws by any individual or government agency or (e) any suit, action, proceeding, claim or investigation against any of the Purchaser Group arising out of or resulting in any claims by any landlord that the any of the Companies failed to fulfill any of its obligations under any lease agreement at any time prior to the Closing Date of this Agreement.

Section 11.2 Indemnification from Purchasers. The Purchasers, jointly and severally, agree to and shall indemnify, defend (with legal counsel reasonably acceptable to the Seller) and hold the Seller and his affiliates, agents, legal counsel, successors and assigns (collectively, the "Seller Group") harmless at all times after the date of the Agreement from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorneys' fees and costs of any suit related thereto) suffered or incurred by any of the Seller Group, arising from (a) any misrepresentation by, or breach of any covenant or warranty of any of the Purchasers contained in this Agreement or any exhibit, certificate, or other agreement or instrument furnished or to be furnished by Purchaser hereunder; (b) any nonfulfillment of any agreement on the part of any of the Purchasers under this Agreement; (c) any liability or obligation due to any third party by any of the Companies which arose from any activities which occurred subsequent to the Closing Date; or (d) any suit, action, proceeding, claim or investigation against the Seller which arises from or which is based upon or pertaining to the Purchasers' conduct or the operation of the business of any of the Companies and occurred subsequent to the Closing Date.

Section 11.3 Defense of Claims . If any lawsuit , enforcement action or any attempt to collect on an alleged liability is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party within ten (10) business days after receipt of notice or other date by which action must be taken; provided that the failure of any indemnified party to give timely notice shall not affect rights to indemnification hereunder except to the extent that the indemnifying party demonstrates damage caused by such failure. After such notice, the indemnifying party shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of its own choice to handle and defend the same, at the indemnifying party's cost, risk and expense; and such indemnified party shall cooperate in all reasonable respects, at its cost, risk and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost, participate in such investigation, trial and defense of such lawsuit or action and any appeal arising therefrom, but the fees and expenses of such counsel shall be at the expense of such indemnified party, except to the extent that (i) the employment thereof has been specifically authorized by the indemnifying party in writing, (ii) the indemnifying party has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict of any material issue between the position of the indemnifying party and the position of such indemnified party, in which case the indemnifying party shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The indemnifying party shall not, without the prior written consent of the indemnified party, effect any settlement of any proceeding in respect of which any indemnified party is a party and indemnity has been sought hereunder unless such settlement of a claim, investigation, suit, or other proceeding only involves a remedy for the payment of money by the indemnifying party and includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

Section 11.4 Default of Indemnification Obligation . If an entity or individual having an indemnification, defense and hold harmless obligation, as above provided, shall fail to assume such obligation, then the party or entities or both, as the case may be, to whom such indemnification, defense and hold harmless obligation is due shall have the right, but not the obligation, to assume and maintain such defense (including reasonable counsel fees and costs of any suit related thereto) and to make any settlement or pay any judgment or verdict as the individual or entities deem necessary or appropriate in such individuals or entities absolute sole discretion and to charge the cost of any such settlement, payment, expense and costs, including reasonable attorneys = fees, to the entity or individual that had the obligation to provide such indemnification, defense and hold harmless obligation and same shall constitute an additional obligation of the entity or of the individual or both, as the case may be.

Section 11.5 Right to Offset . In the event that any of the Companies or the Purchasers are entitled to indemnification in accordance with Article X, Section 11.1 and/or Section 11.3 hereof, including the payment by the Purchasers of any debts of liabilities resulting from the purchase of the Shares which were incurred prior to the Closing Date, including any obligations or liabilities to pay the Patron Tax, then Purchasers, the Companies or RCI Holdings, an affiliate of the Purchasers, who has entered into certain Related Transactions contemporaneously with the Closing of the Acquisition, shall have the right to offset any such amount from any obligations that are then due and payable to either the Seller or Adelphi or PNYX. Notwithstanding the foregoing, neither the Companies nor the Purchasers may effect any settlement or compromise of any tax liability which would be owed by Seller as set forth in Article X for which the Companies or the Purchasers would be entitled to a right of offset under this Section 11.5 without the prior written consent of the Seller.

Section 11.6 Survival of Representations and Warranties . The respective representations, warranties and indemnities given by the parties to each other pursuant to this Agreement shall survive the Closing for a period ending thirty-six (36) months from the Closing Date (“Survival Date”). Notwithstanding anything to the contrary contained herein, no claim for indemnification may be made against the party required to indemnify (the “Indemnitor”) under this Agreement unless the party entitled to indemnification (the “Indemnatee”) shall have given the Indemnitor written notice of such claim as provided herein on or before the Survival Date. Any claim for which notice has been given prior to the expiration of the Survival Date shall not be barred hereunder.

ARTICLE XII MISCELLANEOUS

Section 12.1 Amendment; Waiver . Neither this Agreement nor any provision hereof may be amended, modified or supplemented unless in writing, executed by all the parties hereto. Except as otherwise expressly provided herein, no waiver with respect to this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between or among any of the parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy.

Section 12.2 Notices . Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered in Person or sent by registered or certified mail (return receipt requested) or nationally recognized overnight delivery service, postage pre-paid, addressed as follows, or to such other address as such party may notify to the other parties in writing:

- | | |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) If to the Seller: | Thanasi Mantas
7203 John Carpenter Freeway
Dallas, Texas 75247 |
| with a copy to: | Roger Albright
3301 Elm Street
Dallas, Texas 75226-2562 |
| (b) If to Green Star,
Fine Dining or
Blue Star: | Green Star, Inc.
Fine Dining Club, Inc.
Blue Star Entertainment, Inc.
Attn: Thanasi Mantas, President
7203 John Carpenter Freeway
Dallas, Texas 75247 |

with a copy to:

Roger Albright
3301 Elm Street
Dallas, Texas 75266-2562

(c) If to Adelphi or PNYX:

7203 John Carpenter Freeway
Dallas, Texas 75247

With copy to:

Roger Albright
3301 Elm Street
Dallas, Texas 75226-2562

(d) If to RCI Stemmons,
RCI Inwood or
RCI Dining:

RCI Dining Services (Stemmons), Inc.
RCI Dining Services (Inwood), Inc.
RCI Dining Services (Stemmons 2), Inc.
Attn: Eric Langan, President
10959 Cutten Road
Houston, Texas 77066

with a copy to:

Robert D. Axelrod
Axelrod, Smith & Kirshbaum
5300 Memorial Drive, Suite 700
Houston, Texas 77007

A notice or communication will be effective (i) if delivered in Person or by overnight courier, on the business day it is delivered and (ii) if sent by registered or certified mail, three (3) business days after dispatch.

Section 12.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 12.4 Assignment; Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No party hereto may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other parties hereto, which consent will not be unreasonably withheld.

Section 12.5 Public Announcements. The parties hereto agree that prior to making any public announcement or statement with respect to the transactions contemplated by this Agreement, the party desiring to make such public announcement or statement shall consult with the other parties hereto and exercise their best efforts to agree upon the text of a public announcement or statement to be made by the party desiring to make such public announcement; provided, however, that if any party hereto is required by law to make such public announcement or statement, then such announcement or statement may be made without the approval of the other parties.

Section 12.6 Entire Agreement . This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede and cancel all prior representations, alleged warranties, statements, negotiations, undertakings, letters, acceptances, understandings, contracts and communications, whether verbal or written among the parties hereto and thereto or their respective agents with respect to or in connection with the subject matter hereof.

Section 12.7 Choice of Law . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to principles of conflict of laws. In any action between or among any of the parties, whether arising out of this Agreement or otherwise, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in Harris County, Texas.

Section 12.8 Execution . This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

Section 12.9 Costs and Expenses . Each party shall pay their own respective fees, costs and disbursements incurred in connection with this Agreement.

Section 12.10 Section Headings . The section and subsection headings in this Agreement are used solely for convenience of reference, do not constitute a part of this Agreement, and shall not affect its interpretation.

Section 12.11 No Third-Party Beneficiaries . Nothing in this Agreement will confer any third party beneficiary or other rights upon any person (specifically including any employees of The Company) or any entity that is not a party to this Agreement.

Section 12.12 Validity . The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Section 12.13 Further Assurances . Each party covenants that at any time, and from time to time, after the Closing Date, it will execute such additional instruments and take such actions as may be reasonably requested by the other parties to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

Section 12.14 Exhibits Not Attached . Any exhibits not attached hereto on the date of execution of this Agreement shall be deemed to be and shall become a part of this Agreement as if executed on the date hereof upon each of the parties initialing and dating each such exhibit, upon their respective acceptance of its terms, conditions and/or form.

Section 12.15 Termination of Agreement . This Agreement shall terminate and be of no force and effect and all other agreements executed herewith shall be of no force and effect if: (i) the transactions contemplated by this Agreement are not consummated on or before February 1, 2012, unless all of the parties hereto agree in writing to extend the Agreement or (ii) all of the parties agree in writing to terminate this Agreement sooner.

Section 12.16 Attorney Review - Construction . In connection with the negotiation and drafting of this Agreement, the parties represent and warrant to each other that they have had the opportunity to be advised by attorneys of their own choice and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

Section 12.17 Gender . All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter gender and the singular shall include the plural and vice versa, wherever appropriate.

[SIGNATURES ON FOLLOWING PAGE]

Stock Purchase Agreement - Page 31

IN WITNESS WHEREOF, the undersigned have executed this Stock Purchase Agreement to become effective as of the date first set forth above.

RCI DINING SERVICES (STEMMONS), INC.

/s/ Eric Langan
By: Eric Langan, President

RCI DINING SERVICES (INWOOD), INC.

/s/ Eric Langan
By: Eric Langan, President

RCI DINING SERVICES (STEMMONS 2), INC.

/s/ Eric Langan
By: Eric Langan, President

GREEN STAR, INC.

/s/ Thanasi Mantas
By: Thanasi Mantas, President

FINE DINING CLUB, INC.

/s/ Thanasi Mantas
By: Thanasi Mantas, President

BLUE STAR ENTERTAINMENT, INC.

/s/ Thanasi Mantas
By: Thanasi Mantas, President

SELLER:

By: /s/ Thanasi Mantas
Thanasi Mantas, Individually

ADELPHI GROUP LTD .

By: /s/ Alexi Mantas
Althkos, Inc., General Partner
By: Alexi Mantas, President

PNYX LIMITED PARTNERSHIP

By: /s/ Alexi Mantas
Althkos, Inc., General Partner
By: Alexi Mantas, President

EXHIBIT "A"

Address: 7501 North Stemmons Freeway Dallas, Texas 75247

BEING, a part of the James McLaughlin Survey, Abstract No. 845, and being a part of Block E-1/7940 of Empire Central Addition, an addition to the City of Dallas, according to the plat recorded in Volume 34 at page 203 of the Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING, at a point in the Southwest line of Stemmons Freeway (Interstate Highway No. 35E), said point being the most Easterly corner of said Block E-1/7940, an X cut for corner;

THENCE, South 70 Degrees, 58 Minutes, 27 Seconds West, along the dividing line between said Block E-1/7940 and Block E-4/7940 of said Empire Central Addition, a distance of 306.84 feet, an iron rod found for corner;

THENCE, North 51 Degrees, 51 Minutes West, a distance of 470.05 feet to the most Southerly corner of a tract of land conveyed to J.L. Williams and Sanders H. Campbell by deed filed 9/20/65 in the Deed Records of Dallas County, Texas, an iron rod found for corner;

THENCE, North 70 Degrees, 58 Minutes, 27 Seconds East, along the South line of said Campbell tract, a distance of 568.9 feet to a point in said Southwest line of Stemmons Freeway, an iron rod found for corner;

THENCE, South 17 Degrees, 01 Minutes, 33 Seconds East, continuing along said Southwest line, a distance of 176.92 feet to the Place of Beginning.

EXHIBIT "A" (CONTINUED)

Address: 7600 John Carpenter Freeway, Dallas TX 75247

BEING a part of Block E-3/7940 of EMPIRE CENTRAL ADDITION, an addition to the City of Dallas, Dallas County, Texas, recorded in Volume 34, Page 203 of the Map Records of Dallas County, Texas, and also being a part of that same tract of land described in deed to Cresticon, Inc., recorded in Volume 84149, Page 2888 of the Deed Records of Dallas County, Texas, and said easement being more particularly described as follows:

COMMENCING at the westernmost corner of a corner cut-off line at the present intersection of the northwest R.O.W. line of Mockingbird Lane (a 135' R.O.W.) with the northeast R.O.W. line of John W. Carpenter Freeway (State Highway 183- a variable width R.O.W.); THENCE North 51 Degrees, 51 Minutes, 00 Seconds West, 467.00 feet to a point; THENCE North 53 Degrees, 45 Minutes, 33 Seconds West, 300.17 feet to a point; THENCE North 51 Degrees, 51 Minutes, 00 Seconds West, 66.00 feet to the POINT OF BEGINNING:

THENCE North 38 Degrees, 09 Minutes, 00 Seconds West, 386.14 feet to a point for corner:

THENCE North 19 Degrees, 01 Minutes, 33 Seconds West, 83.88 feet to a point for corner in the south line of that same tract of land described in deed to J.L Williams, recorded in Volume 85089, Page 1248 of the Deed of Records of Dallas County, Texas;

THENCE South 70 Degrees, 58 Minutes, 27 Seconds West, 12.00 feet along the south line of said Williams property to a point for corner;

THENCE South 19 Degrees, 01 Minutes, 33 Seconds East, 77.35 feet to a point for corner;

THENCE South 38 Degrees, 09 Minutes, 00 Seconds East, 379.60 feet to a point for corner in the northeast line of John W. Carpenter Freeway;

THENCE South 51 Degrees, 51 Minutes, 00 Seconds East, 12.00 feet along the northeast line of John W. Carpenter Freeway to the point of beginning and containing 5561.81 square feet or 0.1277 acres of land.

EXHIBIT "B"

Address: 1449 Inwood Road, Dallas, Texas 75247

Being a 1.704 acre tract of land situated in the H. Bennett Survey, Abstract Number 83, Dallas County, Texas, same being all of Lot 1, Block 7913, SPEED CAR WASH, an addition to the City of Dallas as recorded in Volume 86158, Page 2007, Map Records, Dallas County, Texas, and being further described as follows:

BEGINNING at an Aluminum Monument found for corner at the northerly end of a circular clip at the intersection of the southerly line of Irving Boulevard (130' R.O.W.) with the northwesterly line of Inwood Road (136' R.O.W.), said circular corner clip having a radius of 115.00 feet and a chord which bears South 29 Degrees, 48 Minutes, 34 Seconds East for 93.03 feet;

THENCE along said circular corner clip in a southeasterly direction, through a central angle of 47 Degrees 42 Minutes, 58 Seconds, for an arc distance of 95.77 feet to an Aluminum Monument found for corner at the end of said corner clip, same being in the northwesterly line of said Inwood Road;

THENCE South 26 Degrees, 33 Minutes, 30 Seconds West along said northwesterly line, for a distance of 154.39 feet to a 1/2" capped iron rod set for corner;

THENCE South 71 Degrees, 18 Minutes, 10 Seconds West departing said northwesterly line, for a distance of 176.70 feet to a 1/2" capped iron rod set for corner;

THENCE South 74 Degrees, 05 Minutes, 50 Seconds West for a distance of 116.74 feet to a 1/2" capped iron rod set for corner;

THENCE North 14 Degrees, 36 Minutes, 15 Seconds East for a distance of 343.12 feet to an "X" cut in concrete set for corner in the curving southerly line of aforementioned Irving Boulevard, same being the beginning of a curve to the right, having a radius of 1367.69 feet and a chord which bears South 83 Degrees, 30 Minutes, 15 Seconds East for 217.31 feet:

THENCE along said southerly line of Irving Boulevard, through a central angle of 09 Degrees, 06 Minutes, 48 Seconds, for an arc distance of 217.54 feet to the POINT OF BEGINNING, and containing 74,219 square feet or 1.704 acres of land, more or less.

EXHIBIT "B" (CONTINUED)

Address: 7506 John Carpenter Freeway, Dallas, Texas 75247

BEING a tract of land out of the James McLaughlin Survey, Abstract No. 845, and being a part of Block E-3/7940 of Empire Central, as recorded in Volume 34, Page 203 of the Dallas County Plat Book Records, said tract of land being more particularly described as follows:

BEGINNING at a point in the Northeast line of John W. Carpenter (Empire) Freeway, said point being the most Southerly corner of Block E-3/7940;

THENCE, North 38 Degrees, 09 Minutes East, a distance of 169.6 feet to the most Easterly corner of Block E-3/7940;

THENCE, North 51 Degrees, 51 Minutes West, along Northeast line of Block E-3/7940, a distance of 152.91 feet to a point for corner;

THENCE, South 38 Degrees, 09 Minutes West, a distance of 374.7 feet to a point for a corner in the Northeast line of John W. Carpenter (Empire) Freeway;

THENCE, South 53 Degrees, 45 Minutes, 33 Seconds East, along Northeast line of John W. Carpenter (Empire) Freeway, a distance of 153.0 feet to the Place of Beginning.

COMMERCIAL CONTRACT - IMPROVED PROPERTY

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Adelphi Group Ltd.

Address: 7203 John Carpenter Freeway Dallas, Texas 75247

Phone: 214-226-2525

Fax: 214-637-7014 or 1-888-727-5153

E-mail: thanasim@gmail.com

Buyer: RCI Holdings, Inc

Address: 10959 Cutten Road, Houston, Texas 77066

Phone: 281-397-6730

Fax: 281-397-6565

E-mail: eric@ricks.com

2. **PROPERTY:**

A. "Property" means that real property situated in **Dallas County, Texas** at the below addresses and this is legally described on the attached Exhibit "A" and "B" or as follows:

7501 N Stemmons Freeway Dallas, Texas 75247 (Exhibit "A")
and
7600 John W Carpenter Freeway Dallas, Texas 75247 (Exhibit "B")

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all of the Property subject to para. 13.D;
- (4) Seller's interest in all licenses and permits related to the Property subject to para. 13.C;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures; and
- (6) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: Any personal property not included in the sale must be removed by Seller prior to closing; and
- (7) all minerals owned by Seller pertaining to the Property

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	\$ 300,000
B. Sum of all financing described in Paragraph 4	\$ 6,200,000
C. Sales price (sum of 3A and 3B)	\$ 6,500,000

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (Exhibit "C") in the amount of **\$6,200,000**.

Initialed for Identification by Seller _____ and Buyer _____

5. EARNEST MONEY:

- A. Not later than Three (3) days after the Effective Date, Buyer must wire \$5,000.00 as earnest money with **Capital Title, A Shaddock Company at 7001 Preston Road, Suite 120, Dallas, Texas 75205 with Vicki Hoodwin (214-219-7300-Office 214-219-7305-Fax)** If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. ALLOCATION OF SALES PRICE:

The Sales Price shall be allocated in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. The Seller and Buyer acknowledge that such allocation will represent the fair market value of the Improvements and shall be binding on the parties for all applicable federal, state and local tax purposes. Seller and Buyer agree to report gain or loss in the year of the sale, as the case may be, in a manner consistent with the allocation on all tax returns filed by either of them subsequent to the date hereof on Form 8594 filed with the appropriate tax return, and not to voluntarily take any inconsistent approach therewith in any administrative or judicial proceedings relating to such returns. The parties will agree to such allocation on or before Closing.

7. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy(ies)) issued by (title company), in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy(ies), subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of Buyer ☒ Seller.
- (3) Within ten (10) days after the Effective Date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within ten (10) days after the Effective Date:

- (1) Seller, at Seller's expense, will furnish Buyer current surveys of the Property dated after the Effective Date. The surveys must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition and be subject to the reasonable approval of the Buyer and the Title Company.

Initialed for Identification by Seller _____ and Buyer _____

Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

C. UCC Search:

- (1) Within ten (10) days after the Effective Date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the Effective Date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within five (5) days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, the survey, and the required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA).
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within ten (10) days after Seller receives the objections. The closing date may be extended as necessary, but not to exceed thirty (30) days, to provide such time to cure the objections if Seller elects to attempt to cure. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 8B, will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 7D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment which are intended to be removed at or before Closing.

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8. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present "as is" condition.

Disclaimer of Representations and Warranties by Seller. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN PARAGRAPH 10 AND OTHER PROMISES, COVENANTS AND OTHER PROVISIONS CONTAINED IN THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED (AS DEFINED BELOW), SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW) OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, EXCEPT AS PROVIDED IN THIS CONTRACT, AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, EXCEPT FOR ANY CLAIMS EMINATING FROM THIS AGREEMENT AND/OR THE BREACH THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION THAT IS GENERATED FROM THIRD PARTIES. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF BUYER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY, WHICH ACCRUED AFTER THE CLOSING OF THIS TRANSACTION. THE PROVISIONS OF THIS SECTION 8.A SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

- B. Feasibility Period: Buyer may terminate this contract for any reason within thirty (30) days after the Effective Date (feasibility period) by providing Seller written notice of termination.

If Buyer terminates under this Paragraph 8B, the earnest money will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 8B or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 8B.

Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer. Buyer at its sole expense and liability shall have the right to conduct environmental assessments of the Property. Seller will provide to Buyer all Environmental Assessments in its possession. Seller will provide, or will designate a person with general knowledge of the use and condition of the Property to provide existing, available information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information: Solely to the extent that the following items of information currently exist and are within Seller's current possession:

(1) Delivery of Property Information: Within ten (10) days after the Effective Date, Seller will deliver to Buyer:

- ☒ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct which are not to be terminated at or before Closing;
- ☒ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases which are not to be terminated at or before Closing;
- ☒ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☒ (d) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☒ (e) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☒ (f) copies of all current warranties and guaranties relating to all or part of the Property;
- ☒ (g) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☒ (h) copies of all leasing or commission agreements that currently relate to all or part of the Property;
- ☒ (i) a copy of the "as-built" plans and specifications and plat of the Property;
- ☒ (j) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the Effective Date;
- ☒ (k) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (l) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☒ (m) occupancy permits for the Property

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(2) Return of Property Information: If this contract terminates for any reason, Buyer shall, not later than **10** days after the termination date: (a) return to Seller all those items described in Paragraph 8D(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (b) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed pursuant to Paragraph 8C. This Paragraph 8D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the Effective Date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract save and except for normal wear and tear of personal property in the usual course of business. Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property or Tenant Lease or License without Buyer's written approval.

9. LEASES:

- A. Pursuant to Section 2.3(vi) of the Stock Purchase Agreement referred to in Paragraph 13.A, all Lease Agreements which exist by and between Green Star, Inc., Fine Dining, Inc., Blue Star Entertainment, Inc., Adelphi Group, Ltd. and/or PNYX, Ltd. shall be terminated effective as of the Closing Date. All rights of Lessor under any such Lease Agreement shall remain Seller's sole property including the right of Seller to forgive any amounts owed under such Leases. Likewise, all liabilities and obligations to Lessees under such Leases shall remain Seller's sole obligation. The Lease that exists between PNYX, Ltd., a Texas limited partnership and Valentin Monsivalv and Anselmo Sifuentes d/b/a Aladdin Car Wash (the "Car Wash Lease") shall be assigned to Buyer at Closing. Except for the Car Wash Lease, all rights of Lessor under all such other lease agreements shall remain Seller's sole property and likewise all liabilities under all such other lease agreements shall remain Seller's sole obligation.
- B. Estoppel Certificates: Except for the Car Wash Lease, all Lease Agreements related to the Adelphi real property and/or the PNYX real property shall have been terminated at Closing. The only Estoppel Certificates that shall be required shall be from any third party Tenant (e.g., the Car Wash) which Buyer elects to retain.

10. REPRESENTATIONS OF SELLER: See Exhibit "D" attached hereto.

11. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ January 2, 2012 or the date on which Buyer has obtained all required approvals and authorizations as set forth in Paragraph 13.C *whichever occurs later*.
 - (2) ☒ 5 days after objections made under Paragraph 7D have been cured or waived and subject to and conditioned on the Special Provisions contained in Paragraph 13 below.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 16.
- C. At closing, Seller will execute and deliver to Baby, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 7 or other provisions of this contract. Seller must convey the Property:

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- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes; and
- (2) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) a Special Warranty Deed, free and clear of all liens and encumbrances except as herein provided;
- (2) tax statements showing no delinquent taxes on the Property;
- (3) a bill of sale with warranties of title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (4) an assignment of all leases which have not been terminated, if any, to or on the Property with full warranties of title and free and clear of all liens and encumbrances;
- (5) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations;
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the escrow agent stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the escrow agent to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms;
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary; and
- (9) Estoppel Certificate(s) for any tenant for which the lease is not to be terminated.

E. At closing, Buyer will:

- (1) pay the agreed portion of the sales price in good funds acceptable to the escrow agent;
- (2) deliver evidence that the person executing this contract and the closing documents is legally capable and authorized to bind Buyer;
- (3) execute all loan documents in favor of Seller including the Promissory Notes secured by a Vendor's Lien and Deed of Trust liens and security interests in and to all the outstanding shares of Green Star, Inc., and Fine Dining Club, Inc. as well as the appropriate stock pledges and stock powers, Mortgagees Title Policy; and
- (4) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale, including Seller finance documents..

F. Unless otherwise agreed by the parties before closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms or the most recent documents contained in Pro-Doc. All Closing Documents will be prepared by Buyer's attorney but shall be subject to the reasonable approval of Buyer, Seller and/or Buyer's and Seller's counsel.

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12. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted.

13. SPECIAL PROVISIONS:

A. This Agreement is subject to the simultaneous closing of the following stock purchase transactions by the Buyer or affiliated companies of the Buyer:

Stock Purchase Agreement by and among Green Star, Inc., Fine Dining Club, Inc., Blue Star Entertainment, Inc., Thanasi Mantas, RCI Dining Services (Stemmons), Inc., RCI Dining Services (Inwood), Inc. and RCI Dining Services (Stemmons 2), Inc. ("Stock Purchase Agreement"). Adelphi Group Limited and PNYX Limited are parties and signatories to the Stock Purchase Agreement.

B. This Agreement is also subject to the simultaneous closing of the following real estate transaction by the Buyer or affiliated companies of the Buyer:

Agreement For Purchase and Sale of Real Estate owned by PNYX, Ltd. located at 7506 John West Carpenter Freeway, Dallas, Texas 75247 and 1449 Inwood Road, Dallas, Texas 75247 ("Real Estate Transaction with PNYX").

C. This Contract is subject to the Buyer or its affiliates having obtained all required approvals and authorizations for:

- (1) revised RM Mixed Beverage License in the name of Fine Dining, Inc. and/or such other entity as Buyer may select reflecting the change in corporate control resulting from the sale of Fine Dining shares to RCI Dining for sale of alcoholic beverages on the Silver City Premises located at 7501 N. Stemmons Freeway;
- (2) a sexually oriented business license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway to operate an adult cabaret featuring adult topless entertainment in the name of Green Star, Inc. d/b/a Silver City based upon a revised Application which reflects the sale of Green Star shares to RCI Stemmons;
- (3) a dance hall license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway; and
- (4) if Buyers so elect a sexually oriented business license issued by the City of Dallas, Texas for 1449 Inwood Road to operate an adult cabaret featuring adult topless entertainment by Blue Star after a revised Application has been filed to reflect the sale of shares to RCI Inwood.

The Closing of this Contract will be subject to and conditioned on the simultaneous closing of the Stock Purchase Agreement and the Real Estate Transaction with PNYX referred to immediately above in Paragraph 13 A. and Paragraph 13 B., respectively. In the event that either the Stock Purchase Agreement or the Real Estate Transaction with PNYX are terminated, then this Contract shall automatically terminate. All deposits shall be returned to Buyer except the independent consideration which shall be retained by Seller.

D. All existing Lease Agreements by and between Adelphi, PNYX, Fine Dining, Green Star, and/or Blue Star shall be terminated at Closing. All rights of Lessor under any such Lease Agreement shall remain Seller's sole property. Likewise, all liabilities under such Leases shall remain Seller's sole property and likewise, all liabilities under such Leases shall remain Seller's sole obligation.

14. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;

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- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract, including Owner Title Policy and Survey.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) preparation fees for loan documents;
- (2) recording fees for the deed and any deed of trust;
- (3) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (4) one-half of any escrow fee; and
- (5) other expenses that Buyer will pay under other provisions of this contract including Survey exceptions amendments and Mortgagees Title Policy.

15. PRORATIONS:

A. Prorations:

- (1) Taxes, rents, and insurance will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 15A(2) survives closing.
- (3) Seller will transfer all reserve deposits held by the Seller or Seller's lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing without the payment of additional funds.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation _on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 15B survives closing.

16. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:

- (1) terminate this contract and receive the earnest money, as liquidated damages and as Seller's sole remedy; or
- (2) seek any other relief provided by law. Seller ☒ may ☐ may not enforce specific performance.

B. If, without fault, Seller is unable within the time allowed to deliver the survey or the commitment, Buyer may:

- (1) extend the time for performance up to fifteen (15) days and the closing will be extended as necessary.

C. If Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 8B, as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

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17. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date and Seller elects not to restore the Property to its previous condition as soon as reasonably possible and not later than the closing date or If, without fault, Seller is unable to do so, Buyer may:
- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 8B, will be refunded to Buyer;
 - (2) extend the time for performance up to forty five (45) days and closing will be extended as necessary; or
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 8B, will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

18. ATTORNEY'S FEES: If Buyer, Seller, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 18 survives termination of this contract.

19. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, escrow agent may require a written release of liability of escrow agent from all parties.
- B. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 15 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.
- C. Escrow agent will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If escrow agent complies with this Paragraph 19, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 19 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to escrow agent within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

Initialed for Identification by Seller _____ and Buyer _____

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20. 1031 EXCHANGE:

Buyer and Seller acknowledge and agree that Seller may intend to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur, the non exchanging party shall have no obligation to locate, contract for, or take title to any property that Seller may wish to acquire or to incur any indebtedness or other obligation as a part of the Buyer's agreement to cooperate.

21. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

Seller is not aware of any material defects or material adverse conditions or hazards to the Property except as stated in Exhibit "F" attached hereto and made a part hereof for all purposes.

22. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

23. MISCELLANEOUS PROVISIONS

1. *Entire Contract* . This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not expressly set forth in those documents.

2. *Amendment* . This contract may be amended only by an instrument in writing signed by the parties.

3. *Assignment* . Buyer may not assign this contract and Buyer's rights under it without Seller's prior consent which shall not be unreasonably withheld for an assignment only to a related entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise and any other assignment is void. No such assignment relieves Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment.

4. *Survival* . The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

5. *Choice of Law; Venue* . This contract is to be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Dallas County.

6. *Waiver of Default* . Default is not waived if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

7. *No Third-Party Beneficiaries* . There are no third-party beneficiaries of this contract.

Initialed for Identification by Seller _____ and Buyer _____

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Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

8. *Severability* . If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

9. *Ambiguities Not to Be Construed against Party Who Drafted Contract* . The rule of construction that ambiguities in a document will be construed against the party who drafted it does not apply in interpreting this contract.

10. *No Special Relationship* . The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

11. *Counterparts, Facsimile/Electronic Transmission* . If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

12. *Confidentiality* . This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction except to the extent required by law or court order, no documents reflecting the pendency of these transactions shall be filed in any public record and both Buyer and Seller shall advise the title company, the escrow agent and all third parties involved of their obligation to maintain the confidentiality of this transaction except that the parties hereto are authorized to share any information with their attorneys, accountants or other professionals for professional purposes or otherwise.

13. *Broker Indemnification* . Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract. Seller expressly represents that it has not been represented in this transaction by a broker or any third parties and that no person or entity has any claim for a broker or finder's fee or commission because of this transaction or this contract.

14. *Binding Effect*. This contract binds benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

15. *Waiver of Jury Trial*. Buyer and Seller, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Buyer and Seller acknowledge to each other that Buyer and Seller are not in significantly disparate bargaining positions.

16. *IRS Reporting Requirements*. The Title Company is hereby designated as the "reporting person" under Section 6045 of the Internal Revenue Code of 1986 (as amended), and the regulations promulgated thereunder, and shall be responsible for filing the information return required thereunder.

17. *Effective Date* . Shall be the date in which this contract has been fully executed by all Parties and received by the Title Company.

18. *Time is of the Essence* . Time is of the Essence in all provisions of this Agreement.

19. *Deadlines and other Dates*. All deadlines in this contract expire at 6:00 P . M . local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

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Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

24. ADDITIONAL NOTICES: See Exhibit "E" attached hereto.

25. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 6:00 p.m., in the time zone in which the Property is located, on _____ the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller : Adelphi Group, Ltd.

Buyer : RCI Holdings, Inc.

By: Althkos, Inc., its General Partner

By: Eric Langan, President

By (signature):/s/ Alexi Mantas _____

By (signature):/s/ Eric Langan _____

Printed Name: Alexi Mantas

Printed Name: Eric Langan

Title: President

Title: President

ATTORNEYS REQUEST

Seller's Attorney: Roger Albright

Buyer's Attorney: Robert Axelrod

Address: 3301 Elm Street, Dallas, TX 75226

Address: 5300 Memorial Drive, Suite 700, Houston, Texas

Phone & Fax: 214-939-9224 214-939-9229

Phone & Fax: 713-861-1996 Ext. 2; 713-552-0202

E-mail: ralaw@rogeralbright.com

E-mail: rdaxel@asklawhou.com

Seller's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
- ☒ Seller sends to Buyer.

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Seller.
- ☒ Buyer sends to Seller.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:

- ☐ A. the contract on this day (Effective Date);
- ☐ B. earnest money in the amount of \$ _____ in the form of _____.

Escrow Agent: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

Initialed for Identification by Seller _____ and Buyer _____

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Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

EXHIBIT A: 7501 North Stemmons Freeway Legal Description

Address: 7501 North Stemmons Freeway Dallas, Texas 75247

BEING, a part of the James McLaughlin Survey, Abstract No. 845, and being a part of Block E-1/7940 of Empire Central Addition, an addition to the City of Dallas, according to the plat recorded in Volume 34 at page 203 of the Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING, at a point in the Southwest line of Stemmons Freeway (Interstate Highway No. 35E), said point being the most Easterly corner of said Block E-1/7940, an X cut for corner;

THENCE, South 70 degrees 58 min. 27 sec. West, along the dividing line between said Block E-1/7940 and Block E-4/7940 of said Empire Central Addition, a distance of 306.84 feet, an iron rod found for corner;

THENCE, North 51 degrees 51 min. West, a distance of 470.05 feet to the most Southerly corner of a tract of land conveyed to J.L. Williams and Sanders H. Campbell by deed filed 9/20/65 in the Deed Records of Dallas County, Texas, an iron rod found for corner;

THENCE, North 70 degrees 58 min. 27 sec. East, along the South line of said Campbell tract, a distance of 568.9 feet to a point in said Southwest line of Stemmons Freeway, an iron rod found for corner;

THENCE, South 17 degrees 01 min. 33 sec. East, continuing along said Southwest line, a distance of 176.92 feet to the Place of Beginning

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Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

EXHIBIT B: 7600 John West Carpenter Freeway Legal Description

Address: 7600 John Carpenter Freeway, Dallas TX 75247

BEING a part of Block E-3/7940 of EMPIRE CENTRAL ADDITION, an addition to the City of Dallas, Dallas County, Texas, recorded in Volume 34, Page 203 of the Map Records of Dallas County, Texas, and also being a part of that same tract of land described in deed to Cresticon, Inc., recorded in Volume 84149, Page 2888 of the Deed Records of Dallas County, Texas, and said easement being more particularly described as follows:

COMMENCING at the westernmost corner of a corner cut-off line at the present intersection of the northwest R.O.W. line of Mockingbird Lane (a 135' R.O.W.) with the northeast R.O.W. line of John W. Carpenter Freeway (State Highway 183- a variable width R.O.W.); THENCE N 51°51'00" W, 467.00' to a point; THENCE N 53°45'33" W,

300.17' to a point; THENCE N 51°51'00" W, 66.00' to the POINT OF BEGINNING:

THENCE N 38°09'00" W, 386.14' to a point for corner:

THENCE N 19°01'33" W, 83.88' to a point for corner in the south line of that same tract of land described in deed to J.L Williams, recorded in Volume 85089, Page 1248 of the Deed of Records of Dallas County, Texas;

THENCE S 70°58'27" W, 12.00' along the south line of said Williams property to a point for corner;

THENCE S 19°01'33" E, 77.35' to a point for corner;

THENCE S 38°09'00" E, 379.60' to a point for corner in the northeast line of John W. Carpenter Freeway;

THENCE S 51°51'00" E, 12.00' along the northeast line of John W. Carpenter Freeway to the point of beginning and containing 5561.81 square feet or 0.1277 acres of land.

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**EXHIBIT C: ADDENDUM TO COMMERCIAL CONTRACT
FOR SELLER FINANCING AGREEMENT
BETWEEN THE UNDERSIGNED PARTIES
CONCERNING THE PROPERTY AT**

**7501 N Stemmons Freeway, Dallas, Texas 75247 (Exhibit A)
and
7600 John W Carpenter Freeway, Dallas, Texas 75247 (Exhibit B)**

The portion of the Sales Price not payable in cash will be paid as follows:

SELLER FINANCING:

(1) At closing, Buyer (Maker) will execute and deliver a secured promissory note from Buyer in favor of Seller (Payee) in the amount of **\$6,200,000.00**, initially bearing **5.5% interest per annum (see below for adjustment)**. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law (the "**Adelphi Note**").

(2) The terms and condition of the Adelphi Note are as follows:

- (1) Payments of interest only for months one (1) through twelve (12) with payments commencing 30 days after Closing;
- (2) Thereafter, one hundred and nineteen (119) equal monthly installments of principal and interest, based upon a fifteen (15) year amortization schedule, with a balloon payment of all outstanding principal and interest due thereon on the one hundred and thirty second (132nd) month from the date of execution of the Adelphi Note, provided however, that
 - (a) The Payee shall have a onetime right, effective the sixty-first (61st) month after the date of execution of the Adelphi Promissory Note to adjust the existing interest rate from five and one-half percent (5.5%) per annum to "prime" plus two and one-half percent (2.5%) based upon the "prime" rate established in the Wall Street Journal on the 61st month after the execution of the Adelphi Note, but in no event to exceed nine percent (9%) per annum;
 - (b) At the end of the forty-eight (48th) month, the Payee shall have the right, with one hundred and eighty (180) days advance notice to the Maker to require a principal draw down payment of \$500,000; and
 - (c) Thirty-six (36) months after the payment of the initial \$500,000 draw down of principal, if such event shall occur, the Payee shall have the additional right, with one hundred and eighty (180) days notice to the Maker to require a further principal draw down payment of \$500,000.

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In the event that any draw down principal payments are made, then the monthly principal and interest payments due thereafter will be adjusted to reflect the then outstanding principal balance of the Adelphi Note. The initial monthly payment for the Adelphi Note shall be due thirty (30) days after the date of closing of all of the Stock Purchase Agreement and the Real Estate Transaction with PNYX set forth in Paragraph 13 of this Contract, with each subsequent monthly payment due thereafter.

- (3) The Adelphi Note will be secured by a Vendor's Lien and deed of trust liens and security interests in and to all of the outstanding shares of Green Star, Inc., and Fine Dining Club, Inc. and an assignment of leases payable at the place designated by Seller.
- (4) The Adelphi Note will provide that if Buyer fails to timely pay an installment within ten (10) days after the installment is due, Buyer will pay a late fee equal to 5 % of the installment not paid.
- (5) The Adelphi Note will provide for liability (corporate) against the Maker in the event of default.
- (6) The Adelphi Note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.
- (7) The Buyer is executing a similar note simultaneously herewith with PNYX, Ltd. as Payee. It is agreed that if Buyer defaults (declared after any cure period) in the PNYX Note or any promissory notes to be executed by affiliates of Buyer (the "Affiliate Notes") in connection with the Stock Purchase Agreement referred to in Paragraph 13 of this Contract, it shall constitute a default in the Adelphi Note, likewise a default in the Adelphi Note will constitute a default in the PNYX Note and the Affiliate Notes.
- (8) The Adelphi Note will contain a provision for a cure period on ten (10) days written notice for a monetary default and a thirty (30) day written notice for a nonmonetary default. If the default is cured within the above-mentioned time periods it shall not be declared an event of default and the Note will proceed as if no default had occurred. No more than two (2) written notices of default are required in any twelve (12) month period.
- (9) The Adelphi Note will contain a provision that in the event that Buyer or any of its affiliates directly or indirectly acquire any interest (whether by leasehold or otherwise) in any real property located within a 1,000 foot radius of the Property and an application or "prospective" application for a sexually oriented business license for the acquired property is or has been filed with the City of Dallas, then such event shall be deemed a default under the Adelphi Note, and a default under the PNYX Note and the Affiliate Notes.
- (10) Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the Adelphi Note at closing.
- (11) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the Adelphi Note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

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Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

- (a) the creation of a subordinate lien;
- (b) a sale under a subordinate lien;
- (c) a deed under threat or order of condemnation;
- (d) a conveyance solely between the parties or by the Buyer to an affiliate of the Buyer; or
- (e) the passage of title by operation of law.

(12) The Adelphi Note will include a provision for reasonable attorney's fees for any collection action.

(13) The loan documents to be prepared by Buyer's counsel to the reasonable satisfaction of Seller's counsel.

(14) The Buyer will be entitled to indemnification as a result of a breach by the Seller of any of the terms and provisions of this Contract, including but not limited to undisclosed liabilities related to the Property which were incurred prior to Closing and result in a claim against the Buyer and/or the Property. If the Buyer is entitled to indemnification, the Buyer shall have the right to offset any such claims which have been paid by the Buyer or for which the Buyer has an obligation to pay against any obligations that are then due and payable to the Seller. However, prior to exercising any such right to offset, the Buyer shall first give the Seller written notice of the claim made against the Buyer and/or the Property and provide Seller with the opportunity to either defend against such claim or to pay, settle or otherwise compromise such claim. Seller shall be given a reasonable period of time, not to exceed forty-five (45) days from receipt of written notice to resolve such claim prior to Buyer exercising its right to offset. If and only if, Seller fails to timely appropriate action to resolve such claim such Right of Offset shall include necessary and reasonable attorney's fees and costs in the defense of any such breached obligation by the Seller. In addition, in the event that any of the Companies or the Purchasers (as defined in the Stock Purchase Agreement referred to in Paragraph 13A.) are entitled to indemnification in accordance with Article X, Section 11.1 and/or Section 11.3 of the Stock Purchase Agreement, which closing is an integral part hereof, including the payment by the Purchasers of any debts or liabilities resulting from the purchase of the shares of the Companies (as defined in the Stock Purchase Agreement referred to in Paragraph 13A) which were incurred prior to the Closing Date of the Stock Purchase Agreement, including, but not limited to, any obligations or liabilities to pay the Patron Tax and any claim of alleged misclassification of entertainers as independent contractors by any individual or governmental agency or any other claim alleging violations of any labor laws by any individual or governmental agency, then Purchasers and the Companies shall have the right to offset any such amount from any obligations that are then due and payable to the Seller under the Adelphi Note subject to Seller's rights to notice and opportunity to resolve set forth herein. Notwithstanding the foregoing, neither the Companies nor the Buyers may affect any settlement or compromise of any tax or wage liability which would be owed by Seller as set forth in Article X or Article XI for which the Companies or the Purchasers would be entitled to a right of offset under this provision without the prior written consent of the Seller, which consent will not be unreasonably withheld.

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EXHIBIT D: SELLER'S REPRESENTATIONS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date.

1. *Authority* . Seller has full power authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation* . There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract, except: _____.
3. *Violation of Laws* . Seller has not received written notice of any violation or alleged violation of any legal requirement affecting the Property, including, without limitation, any violation or alleged violation of any building, zoning, subdivision, fire, safety, health, environmental, accessibility, or other codes, laws, ordinances, statutes, regulations, rules or orders of city, county, state and/or federal authorities with jurisdiction in these matters.
4. *Licenses, Permits, and Approvals* . Seller has not received notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used will not be renewed on expiration or that any material condition will be imposed to use or renew the same, except: _____.
5. *Condemnation; Zoning; Land Use; Hazardous Materials* . Seller has not received notice and has no knowledge of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to condemnation.
6. *No Other Obligation to Sell the Property or Restriction against Sale* . Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens* . On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and all other liens and encumbrances of any nature except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing (Dallas Property only).
8. *"As Is, Where Is"* . Seller is conveying the Properties at Closing to Buyer "As Is, Where Is"
9. *Environmental Matters*. To the best of Seller's knowledge and belief, the Properties are not in violation of any state, local or federal statutes, laws regulations, ordinances, rules or guidance pertaining to health or the environment ("Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), and the Resource Conservation and Recovery Act of 1976 (RCRA), nor, to the best of Seller's knowledge and belief, are the Properties subject to any existing, pending or threatened investigation or inquiry by any governmental authority with respect to Environmental Laws or any demands, suspected or known, for remedial obligations under Environmental Laws. To the best of Seller's knowledge and belief, there are no underground storage tanks located beneath the Properties. The term "hazardous substances" shall be defined as any compound, substance or material listed in any state, federal and local statute, law, regulation, ordinance, rule or guidance as regulated, hazardous, or toxic. The term "released" shall have the meaning specified in CERCLA. The terms "solid wastes" and "disposed" shall have the meanings specified in RCRA. However, to the extent that the laws of the State of Texas establish a meaning for "hazardous substances", "released", "solid wastes", or "disposed" which is broader than that specified in any federal statutes, such broader meaning shall apply.

Initialed for Identification by Seller _____ and Buyer _____

Commercial Contract - Improved Property Concerning: 7501 N Stemmons Frwy & 7600 John W Carpenter Frwy

10. *Legal Capacity.* Seller is a limited partnership duly organized and in good standing under the laws of the State of Texas, is duly qualified to do business in and in good standing under the laws of the State of in which the Real Property is located and is not a foreign person within the meaning of Section 1445 of the internal Revenue Code.

11. *Enforceability.* This Agreement and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

12. *No Conflict.* To Seller's Knowledge, the execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination for, or result in the breach of any of the Contracts or Leases or any other agreement or instrument to which Seller is now a party or otherwise subject.

13. *Bankruptcy Matters.* Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally. The fair market value of the assets of Seller exceeds the amount of liabilities of Seller, whether contingent or otherwise.

14. *Leases and Other Agreements.* Except for the Leases referred to in Paragraph 9A hereof, there are no written or oral leases or tenancies affecting the Property and no person other than Seller, Green Star, Inc. and Fine Dining, Inc. (sometimes referred to as the "Current Tenants") under the Leases has any right to possession of any of the Property which Leases comprise all leases, licenses, or other occupancy agreements pursuant to which any tenant or other party is occupying, or has a right to occupy, the Property. No party other than current Tenant(s) are currently occupying the Property. Rent payments are current under each Lease, and Seller has received no notice and has no knowledge that any Current Tenant is insolvent, has declared bankruptcy or filed a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or that any proceeding has been commenced against any Current Tenant seeking such relief, or that any such filing or proceeding is threatened.

15. *Status of Contract Rights and Leases.* To Seller's Knowledge, Seller has performed and complied with all of its obligations under the Leases and the Contracts; the mere passage of time will not result in any default by Seller thereunder; Seller has not received or given any notice of default under any of the Leases or the Contracts; and no event has occurred which will or could result in a default under any of the Contracts or Leases by Seller or, to Seller's Knowledge, by any other party thereunder.

Seller shall be deemed to have made the representations and warranties contained in this Paragraph again as of the time and date of the Closing, except that Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of acts or fault of Buyer.

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EXHIBIT E: NOTICES, STATEMENTS, AND CERTIFICATES

The notices, statements, and certificates (arranged by their application to particular transactions) that are listed below if in Seller's possession and if applicable will be provided to Buyer within ten (10) days of the Effective Date.

A. All Real Property Transaction Notices

1. *Storage Tanks Disclosure Provider* . Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code
2. *Notice to Purchaser Regarding Restrictive Covenants* . Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.
3. *Notice to Purchaser Regarding Coastal Area Property* . Notice regarding real property located adjacent to tidally influenced, submerged lands of Texas, described in section 33.135 of the Texas Natural Resources Code.
4. *Notice to Purchaser of Property Seaward of Gulf Intracoastal Waterway* . Notice concerning public easements to the public beach, described in section 61.025 of the Texas Natural Resources Code.
5. *Notice Regarding Possible Liability for Additional Taxes* . Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.
6. *Notice Regarding Possible Annexation* . Notice containing the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.
7. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider* . Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.
8. *Utility District Notice* . Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in section 49.452 of the Texas Water Code, with the form of notice to be used being dependent on whether the property (1) is located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (2) is located in whole or in part within the corporate boundaries of a municipality, or (3) is not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities.
9. *Notice to Purchaser of Property Located in Certain Annexed Water Districts* . Notice required by section 54.016(h)(4)(A) of the Texas Water Code when property being sold is in a water or sanitary sewer district that entered a contract with a city with a population of 1.18 million or less under which the city is permitted to set rates in the district after annexation that are different from rates charged other residents of the city.
10. *Notice to Purchaser that Property Is Located within the Area of the Alignment of a Transportation Project* . Notice required under Texas Local Government Code section 232.0033 that all or part of the subdivision in which property being sold is located is within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to a future transportation corridor identified in a contract between the Texas Department of Transportation and a county under Texas Transportation Code section 201.619.
11. *Certificates of Mold Remediation* . Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.

Initialed for Identification by Seller _____ and Buyer _____

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EXHIBIT F:

(TO BE INSERTED)

Initialed for Identification by Seller _____ and Buyer _____

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EXHIBIT G: TENANT ESTOPPEL CERTIFICATE

(TO BE INSERTED)

Initialed for Identification by Seller _____ and Buyer _____

COMMERCIAL CONTRACT - IMPROVED PROPERTY

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller:	PNYX Limited Partnership, a Texas limited partnership
Address:	7203 John Carpenter Freeway Dallas, Texas 75247
Phone:	214-226-2525
Fax:	214-637-7014 or 1-888-727-5153
E-mail:	thanasim@gmail.com
Buyer:	RCI Holdings, Inc
Address:	10959 Cutten Road, Houston, Texas 77066
Phone:	281-397-6730
Fax:	281-397-6565
E-mail:	eric@ricks.com

2. **PROPERTY:**

- A. "Property" means that real property situated in **Dallas County, Texas** at the below addresses and this is legally described on the attached Exhibit "A" and "B" or as follows:

7506 John West Carpenter Freeway, Dallas, Texas 75247 (Exhibit "A")
and
1449 Inwood Road, Dallas, Texas 75247 (Exhibit "B")

- B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all of the Property subject to para. 13.D;
- (4) Seller's interest in all licenses and permits related to the Property subject to para. 13.C;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures; and
- (6) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: Any personal property not included in the sale must be removed by Seller prior to closing; and
- (7) all minerals owned by Seller pertaining to the Property

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	\$ 1,200,000
B. Sum of all financing described in Paragraph 4	\$ 2,300,000
C. Sales price (sum of 3A and 3B)	\$ 3,500,000

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (Exhibit "C") in the amount of **\$2,300,000**.

Initialed for Identification by Seller _____ and Buyer _____

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5. EARNEST MONEY:

- A. Not later than Three (3) days after the Effective Date, Buyer must wire \$5,000.00 as earnest money with **Capital Title, A Shaddock Company at 7001 Preston Road, Suite 120, Dallas, Texas 75205 with Vicki Hoodwin (214-219-7300-Office 214-219-7305-Fax)** If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. ALLOCATION OF SALES PRICE:

The Sales Price shall be allocated in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. The Seller and Buyer acknowledge that such allocation will represent the fair market value of the Improvements and shall be binding on the parties for all applicable federal, state and local tax purposes. Seller and Buyer agree to report gain or loss in the year of the sale, as the case may be, in a manner consistent with the allocation on all tax returns filed by either of them subsequent to the date hereof on Form 8594 filed with the appropriate tax return, and not to voluntarily take any inconsistent approach therewith in any administrative or judicial proceedings relating to such returns. The parties will agree to such allocation on or before Closing.

7. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy(ies)) issued by (title company), in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy(ies), subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of Buyer ☒ Seller.
- (3) Within ten (10) days after the Effective Date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within ten (10) days after the Effective Date:

- (1) Seller, at Seller's expense, will furnish Buyer current surveys of the Property dated after the Effective Date. The surveys must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition and be subject to the reasonable approval of the Buyer and the Title Company.

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C. UCC Search:

- (1) Within ten (10) days after the Effective Date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the Effective Date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within five (5) days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, the survey, and the required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA).
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within ten (10) days after Seller receives the objections. The closing date may be extended as necessary, but not to exceed thirty (30) days, to provide such time to cure the objections if Seller elects to attempt to cure. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 8B, will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 7D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment which are intended to be removed at or before Closing.

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8. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present "as is" condition.

Disclaimer of Representations and Warranties by Seller. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN PARAGRAPH 10 AND OTHER PROMISES, COVENANTS AND OTHER PROVISIONS CONTAINED IN THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED (AS DEFINED BELOW), SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW) OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, EXCEPT AS PROVIDED IN THIS CONTRACT, AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, EXCEPT FOR ANY CLAIMS EMINATING FROM THIS AGREEMENT AND/OR THE BREACH THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION THAT IS GENERATED FROM THIRD PARTIES. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF BUYER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY, WHICH ACCRUED AFTER THE CLOSING OF THIS TRANSACTION. THE PROVISIONS OF THIS SECTION 8.A SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

- B. Feasibility Period: Buyer may terminate this contract for any reason within thirty (30) days after the Effective Date (feasibility period) by providing Seller written notice of termination.

If Buyer terminates under this Paragraph 8B, the earnest money will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 8B or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 8B.

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C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer. Buyer at its sole expense and liability shall have the right to conduct environmental assessments of the Property. Seller will provide to Buyer all Environmental Assessments in its possession. Seller will provide, or will designate a person with general knowledge of the use and condition of the Property to provide existing, available information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information: Solely to the extent that the following items of information currently exist and are within Seller's current possession:

(1) Delivery of Property Information: Within ten (10) days after the Effective Date, Seller will deliver to Buyer:

- ☒ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct which are not to be terminated at or before Closing;
- ☒ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases which are not to be terminated at or before Closing;
- ☒ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☒ (d) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☒ (e) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☒ (f) copies of all current warranties and guaranties relating to all or part of the Property;
- ☒ (g) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☒ (h) copies of all leasing or commission agreements that currently relate to all or part of the Property;
- ☒ (i) a copy of the "as-built" plans and specifications and plat of the Property;
- ☒ (j) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the Effective Date;
- ☒ (k) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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- ☒ (l) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☒ (m) occupancy permits for the Property

(2) Return of Property Information: If this contract terminates for any reason, Buyer shall, not later than **10** days after the termination date: (a) return to Seller all those items described in Paragraph 8D(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (b) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed pursuant to Paragraph 8C. This Paragraph 8D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the Effective Date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract save and except for normal wear and tear of personal property in the usual course of business. Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property or Tenant Lease or License without Buyer's written approval.

9. LEASES:

- A. Pursuant to Section 2.3(vi) of the Stock Purchase Agreement referred to in Paragraph 13.A, all Lease Agreements which exist by and between Green Star, Inc., Fine Dining, Inc., Blue Star Entertainment, Inc., Adelphi Group, Ltd. and/or PNYX, Ltd. shall be terminated effective as of the Closing Date. All rights of Lessor under any such Lease Agreement shall remain Seller's sole property including the right of Seller to forgive any amounts owed under such Leases. Likewise, all liabilities and obligations to Lessees under such Leases shall remain Seller's sole obligation. The Lease that exists between PNYX, Ltd., a Texas limited partnership and Valentin Monsivalv and Anselmo Sifuentes d/b/a Aladdin Car Wash (the "Car Wash Lease") shall be assigned to Buyer at Closing. Except for the Car Wash Lease, all rights of Lessor under all such other lease agreements shall remain Seller's sole property and likewise all liabilities under all such other lease agreements shall remain Seller's sole obligation.
- B. Estoppel Certificates: Except for the Car Wash Lease, all Lease Agreements related to the Adelphi real property and/or the PNYX real property shall have been terminated at Closing. The only Estoppel Certificates that shall be required shall be from any third party Tenant (e.g., the Car Wash) which Buyer elects to retain.

10. REPRESENTATIONS OF SELLER: See Exhibit "D" attached hereto.

11. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ January 2, 2012 or the date on which Buyer has obtained all required approvals and _____ authorizations as set forth in Paragraph 13.C *whichever occurs later*.
 - (2) ☒ 5 days after objections made under Paragraph 7D have been cured or waived and subject to _____ and conditioned on the Special Provisions contained in Paragraph 13 below.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 16.

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- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 7 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes; and
 - (2) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) a Special Warranty Deed, free and clear of all liens and encumbrances except as herein provided;
 - (2) tax statements showing no delinquent taxes on the Property;
 - (3) a bill of sale with warranties of title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (4) an assignment of all leases which have not been terminated, if any, to or on the Property with full warranties of title and free and clear of all liens and encumbrances;
 - (5) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the escrow agent stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the escrow agent to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms;
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary;
 - (9) Estoppel Certificate(s) for any tenant for which the lease is not to be terminated; and
 - (10) All advance rentals and security deposits relating to the Car Wash Lease.
- E. At closing, Buyer will:
- (1) pay the agreed portion of the sales price in good funds acceptable to the escrow agent;
 - (2) deliver evidence that the person executing this contract and the closing documents is legally capable and authorized to bind Buyer;
 - (3) sign and send to the Car Wash Lease tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assignment and assumption of the Car Wash Lease;
 - (5) execute all loan documents in favor of Seller including the Promissory Notes secured by a Vendor's Lien and Deed of Trust liens and security interests in and to all the outstanding shares of Blue Star Entertainment, Inc. as well as the appropriate stock pledges and stock powers, Mortgagees Title Policy; and
 - (6) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale, including Seller finance documents..

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- F. Unless otherwise agreed by the parties before closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms or the most recent documents contained in Pro-Doc. All Closing Documents will be prepared by Buyer's attorney but shall be subject to the reasonable approval of Buyer, Seller and/or Buyer's and Seller's counsel.

12. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted.

13. SPECIAL PROVISIONS:

- A. This Agreement is subject to the simultaneous closing of the following stock purchase transactions by the Buyer or affiliated companies of the Buyer:

Stock Purchase Agreement by and among Green Star, Inc., Fine Dining Club, Inc., Blue Star Entertainment, Inc., Thanasi Mantas, RCI Dining Services (Stemmons), Inc., RCI Dining Services (Inwood), Inc. and RCI Dining Services (Stemmons 2), Inc. ("Stock Purchase Agreement"). Adelphi Group Limited and PNYX Limited are parties and signatories to the Stock Purchase Agreement.

- B. This Agreement is also subject to the simultaneous closing of the following real estate transaction by the Buyer or affiliated companies of the Buyer:

Agreement For Purchase and Sale of Real Estate owned by Adelphi Group, Ltd. located at 7501 North Stemmons Freeway, Dallas, Texas 75247 and 7600 John W. Carpenter Freeway, Dallas, Texas 75247 ("Real Estate Transaction with Adelphi").

- C. This Contract is subject to the Buyer or its affiliates having obtained all required approvals and authorizations for:
- (1) revised RM Mixed Beverage License in the name of Fine Dining, Inc. and/or such other entity as Buyer may select reflecting the change in corporate control resulting from the sale of Fine Dining shares to RCI Dining for sale of alcoholic beverages on the Silver City Premises located at 7501 N. Stemmons Freeway;
 - (2) a sexually oriented business license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway to operate an adult cabaret featuring adult topless entertainment in the name of Green Star, Inc. d/b/a Silver City based upon a revised Application which reflects the sale of Green Star shares to RCI Stemmons;
 - (3) a dance hall license issued by the City of Dallas for Suite A, 7501 N. Stemmons Freeway; and
 - (4) if Buyers so elect a sexually oriented business license issued by the City of Dallas, Texas for 1449 Inwood Road to operate an adult cabaret featuring adult topless entertainment by Blue Star after a revised Application has been filed to reflect the sale of shares to RCI Inwood.

The Closing of this Contract will be subject to and conditioned on the simultaneous closing of the Stock Purchase Agreement and the Real Estate Transaction with PNYX referred to immediately above in Paragraph 13 A. and Paragraph 13 B., respectively. In the event that either the Stock Purchase Agreement or the Real Estate Transaction with PNYX are terminated, then this Contract shall automatically terminate. All deposits shall be returned to Buyer except the independent consideration which shall be retained by Seller.

- D. All existing Lease Agreements by and between Adelphi, PNYX, Fine Dining, Green Star, and/or Blue Star shall be terminated at Closing. All rights of Lessor under any such Lease Agreement shall remain Seller's sole property. Likewise, all liabilities under such Leases shall remain Seller's sole property and likewise, all liabilities under such Leases shall remain Seller's sole obligation.

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14. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed and any bill of sale;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract, including Owner Title Policy and Survey.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) preparation fees for loan documents;
 - (2) recording fees for the deed and any deed of trust;
 - (3) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (4) one-half of any escrow fee; and
 - (5) other expenses that Buyer will pay under other provisions of this contract including Survey exceptions amendments and Mortgagees Title Policy.

15. PRORATIONS:

- A. Prorations:
- (1) Taxes, rents, and insurance will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 15A(2) survives closing.
 - (3) Seller will transfer all reserve deposits held by the Seller or Seller's lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing without the payment of additional funds.
- B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation _on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 15B survives closing.
- C. Rent and Security Deposits : At closing, Seller will tender to Buyer at no additional cost to Buyer all _security deposits and the following advance payments received by Seller for periods after closing relating to the Car Wash Lease: prepaid expenses, advance rental payments and other advance payments paid by tenants. Rents prorated to one party but received by the other part will be remitted by the recipient to the party to whom it was prorated within five (5) days after the rent is received. This Paragraph 15C survives closing.

16. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:
- (1) terminate this contract and receive the earnest money, as liquidated damages and as Seller's sole remedy; or

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(2) seek any other relief provided by law. Seller ☒ may ☐ may not enforce specific performance.

B. If, without fault, Seller is unable within the time allowed to deliver the Estoppel Certificate for the Car Wash Lease survey or the commitment, Buyer may:

(1) extend the time for performance up to fifteen (15) days and the closing will be extended as necessary.

C. If Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 8B, as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

17. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date and Seller elects not to restore the Property to its previous condition as soon as reasonably possible and not later than the closing date or If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 8B, will be refunded to Buyer;

(2) extend the time for performance up to forty five (45) days and closing will be extended as necessary; or

(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 8B, will be refunded to Buyer; or

(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to:

(a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

18. ATTORNEY'S FEES: If Buyer, Seller, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 18 survives termination of this contract.

19. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, escrow agent may require a written release of liability of escrow agent from all parties.

B. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 15 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.

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- C. Escrow agent will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If escrow agent complies with this Paragraph 19, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 19 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to escrow agent within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

20. 1031 EXCHANGE:

Buyer and Seller acknowledge and agree that Seller may intend to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur, the non exchanging party shall have no obligation to locate, contract for, or take title to any property that Seller may wish to acquire or to incur any indebtedness or other obligation as a part of the Buyer's agreement to cooperate.

21. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

Seller is not aware of any material defects or material adverse conditions or hazards to the Property except as stated in Exhibit "F" attached hereto and made a part hereof for all purposes.

22. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

23. MISCELLANEOUS PROVISIONS

1. *Entire Contract*. This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not expressly set forth in those documents.

2. *Amendment*. This contract may be amended only by an instrument in writing signed by the parties.

3. *Assignment*. Buyer may not assign this contract and Buyer's rights under it without Seller's prior consent which shall not be unreasonably withheld for an assignment only to a related entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise and any other assignment is void. No such assignment relieves Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment.

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4. *Survival* . The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

5. *Choice of Law; Venue* . This contract is to be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Dallas County.

6. *Waiver of Default* . Default is not waived if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

7. *No Third-Party Beneficiaries* . There are no third-party beneficiaries of this contract.

8. *Severability* . If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

9. *Ambiguities Not to Be Construed against Party Who Drafted Contract* . The rule of construction that ambiguities in a document will be construed against the party who drafted it does not apply in interpreting this contract.

10. *No Special Relationship* . The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

11. *Counterparts, Facsimile/Electronic Transmission* . If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

12. *Confidentiality* . This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction except to the extent required by law or court order, no documents reflecting the pendency of these transactions shall be filed in any public record and both Buyer and Seller shall advise the title company, the escrow agent and all third parties involved of their obligation to maintain the confidentiality of this transaction except that the parties hereto are authorized to share any information with their attorneys, accountants or other professionals for professional purposes or otherwise.

13. *Broker Indemnification* . Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract. Seller expressly represents that it has not been represented in this transaction by a broker or any third parties and that no person or entity has any claim for a broker or finder's fee or commission because of this transaction or this contract.

14. *Binding Effect*. This contract binds benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

15. *Waiver of Jury Trial*. Buyer and Seller, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Buyer and Seller acknowledge to each other that Buyer and Seller are not in significantly disparate bargaining positions.

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16. *IRS Reporting Requirements.* The Title Company is hereby designated as the "reporting person" under Section 6045 of the Internal Revenue Code of 1986 (as amended), and the regulations promulgated thereunder, and shall be responsible for filing the information return required thereunder.

17. *Effective Date* . Shall be the date in which this contract has been fully executed by all Parties and received by the Title Company.

18. *Time is of the Essence* . Time is of the Essence in all provisions of this Agreement.

19. *Deadlines and other Dates.* All deadlines in this contract expire at 6:00 P . M . local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

24. ADDITIONAL NOTICES: See Exhibit "E" attached hereto.

25. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 6:00 p.m., in the time zone in which the Property is located, on _____ the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller : PNYX Limited Partnership

Buyer : RCI Holdings, Inc.

By: Althkos, Inc., its General Partner

By: Eric Langan, President

By (signature): /s/ Alexi Mantas
Printed Name: Alexi Mantas
Title: President

By (signature): /s/ Eric Langan
Printed Name: Eric Langan
Title: President

ATTORNEYS REQUEST

Seller's Attorney: Roger Albright
Address: 3301 Elm Street, Dallas, TX 75226
Phone & Fax: 214-939-9224 214-939-9229
E-mail: ralaw@rogeralbright.com

Buyer's Attorney: Robert Axelrod
Address: 5300 Memorial Drive, Suite 700, Houston, Texas
Phone & Fax: 713-861-1996 Ext. 2; 713-552-0202
E-mail: rdaxel@asklawhou.com

Seller's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
- ☒ Seller sends to Buyer.

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Seller.
- ☒ Buyer sends to Seller.

ESCROW RECEIPT

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Escrow agent acknowledges receipt of:

- ☐ A. the contract on this day Effective Date);
☐ B. earnest money in the amount of \$_____ in the form of _____

Escrow Agent:_____

Address:_____

By:_____

Phone & Fax:_____

Assigned file number (GF#):_____

E-mail:_____

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EXHIBIT A: 7506 John West Carpenter Freeway Legal Description

Address: 7506 John West Carpenter Freeway, Dallas, Texas 75247

BEING a tract of land out of the James McLaughlin Survey, Abstract No. 845, and being a part of Block E-3/7940 of Empire Central, as recorded in Volume 34, Page 203 of the Dallas County Plat Book Records, said tract of land being more particularly described as follows:

BEGINNING at a point in the Northeast line of John W. Carpenter (Empire) Freeway, said point being the most Southerly corner of Block E-3/7940;

THENCE, North 38 Degrees, 09 Minutes East, a distance of 169.6 feet to the most Easterly corner of Block E-3/7940;

THENCE, North 51 Degrees, 51 Minutes West, along Northeast line of Block E-3/7940, a distance of 152.91 feet to a point for corner;

THENCE, South 38 Degrees, 09 Minutes West, a distance of 374.7 feet to a point for a corner in the Northeast line of John W. Carpenter (Empire) Freeway;

THENCE, South 53 Degrees, 45 Minutes, 33 Seconds East, along Northeast line of John W. Carpenter (Empire) Freeway, a distance of 153.0 feet to the Place of Beginning.

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EXHIBIT B: 1449 Inwood Road Legal Description

Address: 1449 Inwood Road, Dallas, Texas 75247

Being a 1.704 acre tract of land situated in the H. Bennett Survey, Abstract Number 83, Dallas County, Texas, same being all of Lot 1, Block 7913, SPEED CAR WASH, an addition to the City of Dallas as recorded in Volume 86158, Page 2007, Map Records, Dallas County, Texas, and being further described as follows:

BEGINNING at an Aluminum Monument found for corner at the northerly end of a circular clip at the intersection of the southerly line of Irving Boulevard (130' R.O.W.) with the northwesterly line of Inwood Road (136' R.O.W.), said circular corner clip having a radius of 115.00 feet and a chord which bears South 29 Degrees, 48 Minutes, 34 Seconds East for 93.03 feet;

THENCE along said circular corner clip in a southeasterly direction, through a central angle of 47 Degrees 42 Minutes, 58 Seconds, for an arc distance of 95.77 feet to an Aluminum Monument found for corner at the end of said corner clip, same being in the northwesterly line of said Inwood Road;

THENCE South 26 Degrees, 33 Minutes, 30 Seconds West along said northwesterly line, for a distance of 154.39 feet to a 1/2" capped iron rod set for corner;

THENCE South 71 Degrees, 18 Minutes, 10 Seconds West departing said northwesterly line, for a distance of 176.70 feet to a 1/2" capped iron rod set for corner;

THENCE South 74 Degrees, 05 Minutes, 50 Seconds West for a distance of 116.74 feet to a 1/2" capped iron rod set for corner;

THENCE North 14 Degrees, 36 Minutes, 15 Seconds East for a distance of 343.12 feet to an "X" cut in concrete set for corner in the curving southerly line of aforementioned Irving Boulevard, same being the beginning of a curve to the right, having a radius of 1367.69 feet and a chord which bears South 83 Degrees, 30 Minutes, 15 Seconds East for 217.31 feet:

THENCE along said southerly line of Irving Boulevard, through a central angle of 09 Degrees, 06 Minutes, 48 Seconds, for an arc distance of 217.54 feet to the POINT OF BEGINNING, and containing 74,219 square feet or 1.704 acres of land, more or less.

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EXHIBIT C: ADDENDUM TO COMMERCIAL CONTRACT

**FOR SELLER FINANCING AGREEMENT
BETWEEN THE UNDERSIGNED PARTIES
CONCERNING THE PROPERTY AT**

**7506 John West Carpenter Freeway, Dallas, Texas 75247 (Exhibit "A")
and
1449 Inwood Road, Dallas, Texas 75247 (Exhibit "B")**

The portion of the Sales Price not payable in cash will be paid as follows:

SELLER FINANCING:

(1) At closing, Buyer (Maker) will execute and deliver a secured promissory note from Buyer in favor of Seller (Payee) in the amount of **\$2,300,000.00**, initially bearing **5.5% interest per annum (see below for adjustment)**. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law (the "**PNYX Note**").

(2) The terms and condition of the PNYXNote are as follows:

- (1) Payments of interest only for months one (1) through twelve (12) with payments commencing 30 days after Closing;
- (2) Thereafter, one hundred and nineteen (119) equal monthly installments of principal and interest, based upon a fifteen (15) year amortization schedule, with a balloon payment of all outstanding principal and interest due thereon on the one hundred and thirty second (132nd) month from the date of execution of the PNYX Note, provided however, that
 - (a) The Payee shall have a onetime right, effective the sixty-first (61st) month after the date of execution of the PNYX Promissory Note to adjust the existing interest rate from five and one-half percent (5.5%) per annum to "prime" plus two and one-half percent (2.5%) based upon the "prime" rate established in the Wall Street Journal on the 61st month after the execution of the Adelphi Note, but in no event to exceed nine percent (9%) per annum;
 - (b) At the end of the forty-eight (48th) month, the Payee shall have the right, with one hundred and eighty (180) days advance notice to the Maker to require a principal draw down payment of \$500,000; and
 - (c) Thirty-six (36) months after the payment of the initial \$500,000 draw down of principal, if such event shall occur, the Payee shall have the additional right, with one hundred and eighty (180) days notice to the Maker to require a further principal draw down payment of \$500,000.

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In the event that any draw down principal payments are made, then the monthly principal and interest payments due thereafter will be adjusted to reflect the then outstanding principal balance of the PNYX Note. The initial monthly payment for the PNYX Note shall be due thirty (30) days after the date of closing of all of the Stock Purchase Agreement and the Real Estate Transaction with Adelphi set forth in Paragraph 13 of this Contract, with each subsequent monthly payment due thereafter.

- (3) The PNYX Note will be secured by a Vendor's Lien and deed of trust liens and security interests in and to all of the outstanding shares of Blue Star Entertainment, Inc. and an assignment of leases payable at the place designated by Seller.
- (4) The PNYX Note will provide that if Buyer fails to timely pay an installment within ten (10) days after the installment is due, Buyer will pay a late fee equal to 5 % of the installment not paid.
- (5) The PNYX Note will provide for liability (corporate) against the Maker in the event of default.
- (6) The PNYX Note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.
- (7) The Buyer is executing a similar note simultaneously herewith with Adelphi Group, Ltd. as Payee. It is agreed that if Buyer defaults (declared after any cure period) in the Adelphi Note or any promissory notes to be executed by affiliates of Buyer (the "Affiliate Notes") in connection with the Stock Purchase Agreement referred to in Paragraph 13 of this Contract, it shall constitute a default in the PNYX Note, likewise a default in the PNYX Note will constitute a default in the Adelphi Note and the Affiliate Notes.
- (8) The PNYX Note will contain a provision for a cure period on ten (10) days written notice for a monetary default and a thirty (30) day written notice for a nonmonetary default. If the default is cured within the above-mentioned time periods it shall not be declared an event of default and the Note will proceed as if no default had occurred. No more than two (2) written notices of default are required in any twelve (12) month period.
- (9) The PNYX Note will contain a provision that in the event that Buyer or any of its affiliates directly or indirectly acquire any interest (whether by leasehold or otherwise) in any real property located within a 1,000 foot radius of the Property and an application or "prospective" application for a sexually oriented business license for the acquired property is or has been filed with the City of Dallas, then such event shall be deemed a default under the PNYX Note, and a default under the Adelphi Note and the Affiliate Notes.
- (10) Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the PNYX Note at closing.
- (11) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the PNYX Note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

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- (a) the creation of a subordinate lien;
- (b) a sale under a subordinate lien;
- (c) a deed under threat or order of condemnation;
- (d) a conveyance solely between the parties or by the Buyer to an affiliate of the Buyer; or
- (e) the passage of title by operation of law.

(12) The PNYX Note will include a provision for reasonable attorney's fees for any collection action.

(13) The loan documents to be prepared by Buyer's counsel to the reasonable satisfaction of Seller's counsel.

(14) The Buyer will be entitled to indemnification as a result of a breach by the Seller of any of the terms and provisions of this Contract, including but not limited to undisclosed liabilities related to the Property which were incurred prior to Closing and result in a claim against the Buyer and/or the Property. If the Buyer is entitled to indemnification, the Buyer shall have the right to offset any such claims which have been paid by the Buyer or for which the Buyer has an obligation to pay against any obligations that are then due and payable to the Seller. However, prior to exercising any such right to offset, the Buyer shall first give the Seller written notice of the claim made against the Buyer and/or the Property and provide Seller with the opportunity to either defend against such claim or to pay, settle or otherwise compromise such claim. Seller shall be given a reasonable period of time, not to exceed forty-five (45) days from receipt of written notice to resolve such claim prior to Buyer exercising its right to offset. If and only if, Seller fails to timely appropriate action to resolve such claim such Right of Offset shall include necessary and reasonable attorney's fees and costs in the defense of any such breached obligation by the Seller. In addition, in the event that any of the Companies or the Purchasers (as defined in the Stock Purchase Agreement referred to in Paragraph 13A.) are entitled to indemnification in accordance with Article X, Section 11.1 and/or Section 11.3 of the Stock Purchase Agreement, which closing is an integral part hereof, including the payment by the Purchasers of any debts or liabilities resulting from the purchase of the shares of the Companies (as defined in the Stock Purchase Agreement referred to in Paragraph 13A) which were incurred prior to the Closing Date of the Stock Purchase Agreement, including, but not limited to, any obligations or liabilities to pay the Patron Tax and any claim of alleged misclassification of entertainers as independent contractors by any individual or governmental agency or any other claim alleging violations of any labor laws by any individual or governmental agency, then Purchasers and the Companies shall have the right to offset any such amount from any obligations that are then due and payable to the Seller under the PNYX Note subject to Seller's rights to notice and opportunity to resolve set forth herein. Notwithstanding the foregoing, neither the Companies nor the Buyers may affect any settlement or compromise of any tax or wage liability which would be owed by Seller as set forth in Article X or Article XI for which the Companies or the Purchaser would be entitled to a right of offset under this provision without the prior written consent of the Seller, which consent will not be unreasonably withheld.

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EXHIBIT D: SELLER'S REPRESENTATIONS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date.

1. *Authority* . Seller has full power authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation* . There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract, except: _____.
3. *Violation of Laws* . Seller has not received written notice of any violation or alleged violation of any legal requirement affecting the Property, including, without limitation, any violation or alleged violation of any building, zoning, subdivision, fire, safety, health, environmental, accessibility, or other codes, laws, ordinances, statutes, regulations, rules or orders of city, county, state and/or federal authorities with jurisdiction in these matters.
4. *Licenses, Permits, and Approvals* . Seller has not received notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used will not be renewed on expiration or that any material condition will be imposed to use or renew the same, except: _____.
5. *Condemnation; Zoning; Land Use; Hazardous Materials* . Seller has not received notice and has no knowledge of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to condemnation.
6. *No Other Obligation to Sell the Property or Restriction against Sale* . Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens* . On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and all other liens and encumbrances of any nature except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing (Dallas Property only).
8. *"As Is, Where Is"* . Seller is conveying the Properties at Closing to Buyer "As Is, Where Is"
9. *Environmental Matters*. To the best of Seller's knowledge and belief, the Properties are not in violation of any state, local or federal statutes, laws regulations, ordinances, rules or guidance pertaining to health or the environment ("Environmental Laws"), including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), and the Resource Conservation and Recovery Act of 1976 (RCRA), nor, to the best of Seller's knowledge and belief, are the Properties subject to any existing, pending or threatened investigation or inquiry by any governmental authority with respect to Environmental Laws or any demands, suspected or known, for remedial obligations under Environmental Laws. To the best of Seller's knowledge and belief, there are no underground storage tanks located beneath the Properties. The term "hazardous substances" shall be defined as any compound, substance or material listed in any state, federal and local statute, law, regulation, ordinance, rule or guidance as regulated, hazardous, or toxic. The term "released" shall have the meaning specified in CERCLA. The terms "solid wastes" and "disposed" shall have the meanings specified in RCRA. However, to the extent that the laws of the State of Texas establish a meaning for "hazardous substances", "released", "solid wastes", or "disposed" which is broader than that specified in any federal statutes, such broader meaning shall apply.

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Commercial Contract - Improved Property Concerning: 7506 John W Carpenter Frwy and 1449 Inwood Road

10. *Legal Capacity. Seller is a limited partnership duly organized and in good standing under the laws of the State of Texas, is duly qualified to do business in and in good standing under the laws of the State of in which the Real Property is located and is not a foreign person within the meaning of Section 1445 of the internal Revenue Code.*

11. **Enforceability.** This Agreement and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

12. **No Conflict.** To Seller's Knowledge, the execution and delivery of, and consummation of the transactions contemplated by this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination for, or result in the breach of any of the Contracts or Leases or any other agreement or instrument to which Seller is now a party or otherwise subject.

13. **Bankruptcy Matters.** Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally. The fair market value of the assets of Seller exceeds the amount of liabilities of Seller, whether contingent or otherwise.

14. **Leases and Other Agreements.** Except for the Leases referred to in Paragraph 9A hereof, there are no written or oral leases or tenancies affecting the Property and no person other than Seller, Blue Star Entertainment, Inc. and the tenant of the Car Wash Lease (sometimes referred to as the "Current Tenants") under the Leases has any right to possession of any of the Property which Leases comprise all leases, licenses, or other occupancy agreements pursuant to which any tenant or other party is occupying, or has a right to occupy, the Property. No party other than current Tenant(s) are currently occupying the Property. Rent payments are current under each Lease, and Seller has received no notice and has no knowledge that any Current Tenant is insolvent, has declared bankruptcy or filed a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or that any proceeding has been commenced against any Current Tenant seeking such relief, or that any such filing or proceeding is threatened.

15. **Status of Contract Rights and Leases.** To Seller's Knowledge, Seller has performed and complied with all of its obligations under the Leases and the Contracts; the mere passage of time will not result in any default by Seller thereunder; Seller has not received or given any notice of default under any of the Leases or the Contracts; and no event has occurred which will or could result in a default under any of the Contracts or Leases by Seller or, to Seller's Knowledge, by any other party thereunder.

Seller shall be deemed to have made the representations and warranties contained in this Paragraph again as of the time and date of the Closing, except that Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of acts or fault of Buyer.

Initialed for Identification by Seller _____ and Buyer _____

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EXHIBIT E: NOTICES, STATEMENTS, AND CERTIFICATES

The notices, statements, and certificates (arranged by their application to particular transactions) that are listed below if in Seller's possession and if applicable will be provided to Buyer within ten (10) days of the Effective Date.

A. All Real Property Transaction Notices

1. *Storage Tanks Disclosure Provider* . Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code
2. *Notice to Purchaser Regarding Restrictive Covenants* . Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.
3. *Notice to Purchaser Regarding Coastal Area Property* . Notice regarding real property located adjacent to tidally influenced, submerged lands of Texas, described in section 33.135 of the Texas Natural Resources Code.
4. *Notice to Purchaser of Property Seaward of Gulf Intracoastal Waterway* . Notice concerning public easements to the public beach, described in section 61.025 of the Texas Natural Resources Code.
5. *Notice Regarding Possible Liability for Additional Taxes* . Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.
6. *Notice Regarding Possible Annexation* . Notice containing the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.
7. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider* . Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.
8. *Utility District Notice* . Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in section 49.452 of the Texas Water Code, with the form of notice to be used being dependent on whether the property (1) is located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (2) is located in whole or in part within the corporate boundaries of a municipality, or (3) is not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities.
9. *Notice to Purchaser of Property Located in Certain Annexed Water Districts* . Notice required by section 54.016(h)(4)(A) of the Texas Water Code when property being sold is in a water or sanitary sewer district that entered a contract with a city with a population of 1.18 million or less under which the city is permitted to set rates in the district after annexation that are different from rates charged other residents of the city.
10. *Notice to Purchaser that Property Is Located within the Area of the Alignment of a Transportation Project* . Notice required under Texas Local Government Code section 232.0033 that all or part of the subdivision in which property being sold is located is within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to a future transportation corridor identified in a contract between the Texas Department of Transportation and a county under Texas Transportation Code section 201.619.
11. *Certificates of Mold Remediation* . Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.

Initialed for Identification by Seller _____ and Buyer _____

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EXHIBIT F:

(TO BE INSERTED)

Initialed for Identification by Seller _____ and Buyer _____

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EXHIBIT G: TENANT ESTOPPEL CERTIFICATE

(TO BE INSERTED)

Initialed for Identification by Seller _____ and Buyer _____

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FOR IMMEDIATE RELEASE

RICK'S CABARET INTERNATIONAL, INC. SIGNS AGREEMENT TO PURCHASE ADULT NIGHTCLUB AND REAL ESTATE IN DALLAS

HOUSTON – (November 22, 2011) — **Rick's Cabaret International, Inc.** (NASDAQ:RICK), the nation's leading group of upscale gentlemen's clubs, has signed definitive documents to acquire the **Silver City Cabaret**, a Dallas adult nightclub on Stemmons Freeway and the underlying real estate that includes a building the company plans to convert into an entertainment complex. The transaction, which also includes the purchase of a separate piece of property in Dallas that is licensed for an adult business, is intended to close on or before January 2, 2012.

Said **Eric Langan**, President and CEO of Rick's Cabaret: "We are very enthusiastic about the potential to develop the Silver City location at 7501 North Stemmons Freeway near Love Field, which will become a great entertainment and retail destination. Only 14,000 square feet of the 54,000 square foot building is currently in use and we will develop the rest to include a Tootsie's style Knockers Sports Bar and an after hours nightclub. The Silver City Cabaret, after we have rebranded it, will become an important part of the terrific complex of clubs we have assembled in the Dallas-Ft. Worth Metroplex."

The purchase will bring to nine the number of clubs the company owns in the Dallas-Ft. Worth Metroplex and to 24 the number of clubs nationwide.

Subsidiaries of Rick's Cabaret will pay current owners a total of \$12 million for the Silver City property and a separate property just off the busy I-35 corridor that includes a sexually oriented business license, which the company intends to develop in the future. The aggregate payment will be in the form of \$1.5 million in cash plus promissory notes in the total aggregate amount of \$10.5 million that are payable over 11 years at an adjustable interest rate of 5.5 percent.

Closing on the transaction is subject to due diligence and transfer of appropriate licenses and permits, and other terms and conditions customary for an acquisition of this type. Further details of the proposed transaction are available in the Form 8-K filed with the SEC, which is available at www.ricksinvestor.com.

About Rick's Cabaret: Rick's Cabaret International, Inc. (NASDAQ: RICK) is home to 22 upscale adult nightclubs serving primarily businessmen and professionals that offer live entertainment, dining and bar operations. Nightclubs in New York City, Miami, Philadelphia, Charlotte, Dallas, Houston, Minneapolis and other cities operate under the names "Rick's Cabaret," "XTC," "Club Onyx" and "Tootsie's Cabaret". Sexual contact is not permitted at these locations. Rick's Cabaret also operates a media division, ED Publications, and owns the adult Internet membership Website couplestouch.com as well as a network of online adult auction sites under the flagship URL naughtybids.com. Rick's Cabaret common stock is traded on NASDAQ under the symbol RICK. For further information contact ir@ricks.com or visit www.ricksinvestor.com.

Forward-looking Statements : This document contains forward-looking statements that involve a number of risks and uncertainties that could cause the company's actual results to differ materially from those indicated in this document, including the risks and uncertainties associated with operating and managing an adult business, the business climates in cities where it operates, the success or lack thereof in launching and building the company's businesses, risks and uncertainties related to the operational and financial results of our Web sites, conditions relevant to real estate transactions, and numerous other factors such as laws governing the operation of adult entertainment businesses, competition and dependence on key personnel. Additional factors that could cause the Company's results to differ materially from those described in the forward-looking statements are described in forms filed with the SEC from time to time and available at www.ricksinvestor.com or on the SEC's internet website at www.sec.gov. Rick's has no obligation to update or revise the forward-looking statements to reflect the occurrence of future events or circumstances. For further information visit www.ricksinvestor.com.

Contact: Allan Priaulx, 212-338-0050, allan@ricks.com
