UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report: December 23, 2016
(Date of earliest event reported)

Gas Natural Inc.
(Exact name of registrant as specified in its charter)

Ohio	001-34585	27-3003768
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1375 East Ninth Street, Suite 3100, Cleveland, Ohio	44114
(Address of principal executive offices)	(Zip Code)

(440) 974-3770
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01 Other Events

As previously announced, on October 8, 2016, Gas Natural Inc. (Company) entered into an Agreement and Plan of Merger (Merger Agreement), by and among the Company, FR Bison Holdings, Inc. (Parent) and FR Bison Merger Sub, Inc. (Merger Sub), pursuant to which Merger Sub will merge with and into the Company (Merger), on the terms and subject to the conditions set forth in the Merger Agreement. In connection with the Merger, the Company filed with the SEC a definitive proxy statement on November 23, 2016 (Definitive Proxy Statement).

In this Current Report on Form 8-K, the Company is providing additional disclosures to supplement those contained in the Definitive Proxy Statement mailed on or about November 23, 2016, to the Company's shareholders of record as of the close of business on the same date in connection with the solicitation of proxies for use at the special meeting of shareholders to be held on December 28, 2016 at 11:00 a.m. at Fairfield Inn & Suites, located at 628 CC Camp Road / 268 Bypass, Elkin, North Carolina 28621. The purpose of the special meeting is to consider and vote on (i) a proposal to approve the Merger and the other transactions contemplated by the Merger Agreement, pursuant to which Merger Sub will merge with and into the Company and the Company's shareholders will have the right to receive $13.10 in cash without interest and less any applicable withholding taxes, for each share of common stock, $0.15 par value per share, of the Company that they own immediately prior to the effective time of the Merger; (ii) a proposal to approve, on a non-binding, advisory basis, the merger-related compensation that may be paid by the Company to its named executive officers; and (iii) a proposal to approve an adjournment of the special meeting to a later date or time, if necessary or appropriate, including for the purpose of soliciting additional votes in favor of the proposal to approve the Merger, and the other transactions contemplated by the Merger Agreement.

Capitalized terms used in this Current Report on Form 8-K but not otherwise defined herein have the meanings ascribed to those terms in the Definitive Proxy Statement.

Litigation Related to the Merger

As previously described on page 55 of the Definitive Proxy Statement, on November 3, 2016, a putative derivative and class action lawsuit was filed in the Cuyahoga County Court of Common Pleas, Case Number CV16871400, captioned *Alison D. "Sunny" Masters vs. Michael B. Bender et. al.* (Masters Case), naming our board of directors, certain current and former officers, Parent, Merger Sub, First Reserve, Anita G. Zucker, individually, and as trustee of the Article 6 Marital Trust, Under the First Amended and Restated Jerry Zucker Revocable Trust dated April 2, 2007, The InterTech Group, Inc., and NIL Funding Corporation as defendants and the Company as a nominal defendant. On November 17, 2016, plaintiff filed an amended complaint. On November 28, 2016, all defendants removed the Masters Case to the United States District Court for the Northern District of Ohio, Case Number 1:16-CV-02880. The Company agreed to provide expedited discovery to the plaintiff.

On December 23, 2016, the Company entered into a Memorandum of Understanding with the plaintiff providing for the settlement of the Masters Case. In the Memorandum of Understanding, the Company agreed to make certain supplemental disclosures to the Definitive Proxy Statement

solely for the purpose of minimizing the time, burden, and expense of litigation. The Memorandum of Understanding provides that, in exchange for making these disclosures, defendants will receive, after notice to potential class members and upon court approval, a customary release of claims relating to the Merger.

The Company believes that no further disclosure is required to supplement the Definitive Proxy Statement under applicable laws and provides the supplemental disclosures set forth below solely to avoid the expense and distraction of further litigation and to avoid delaying the special meeting and shareholder vote. Without admitting any liability or wrongdoing, the Company agreed to make certain supplemental disclosures to the Definitive Proxy Statement as set forth below. Nothing in the supplemental disclosures shall be deemed an admission of the legal necessity or materiality under applicable laws of any of these disclosures. The Company cannot guarantee that the Merger will be consummated in a timely manner, or at all, that the Company will enter into a settlement that the court will approve or the outcome of the Masters Case and its effect on the Merger if the court does not approve a settlement.

Supplemental Disclosure to the Definitive Proxy Statement

Important information concerning the proposed Merger is set forth in the Definitive Proxy Statement. The Definitive Proxy Statement should be read in conjunction with the information set forth in this Current Report on Form 8-K and the Support Agreement described below. The description of the Support Agreement in this Current Report is qualified in its entirety by reference to the Support Agreement, which is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference. Without admitting any liability or wrongdoing, the Company makes the following supplemental disclosures to the Definitive Proxy Statement:

Supplemental Disclosure No. 1

On page 4 of the Definitive Proxy Statement, the discussion in the third full paragraph captioned "Support Agreement" is hereby supplemented and restated with the following:

One of our shareholders representing approximately 9.89% of our common stock, Anita G. Zucker as trustee of the Article 6 Marital Trust, Under the First Amended and Restated Jerry Zucker Revocable Trust dated April 2, 2007 (Zucker Trust), has entered into a support agreement with Parent pursuant to which the Zucker Trust agreed to vote in favor of the merger and the transactions contemplated by the merger agreement, unless our board no longer supports the merger. Any additional shares of our common stock that the Zucker Trust acquires after October 10, 2016 will be subject to the terms of the support agreement. The support agreement does not contain any restrictions on the transfer of our common stock beneficially owned by the Zucker Trust. The support agreement will terminate upon the earliest to occur of (i) the effective time of the merger; (ii) the termination of the merger agreement pursuant to its terms; (iii) the written agreement of the Zucker Trust and Parent to terminate the support agreement; and (iv) the date on which the merger agreement is amended unless the Zucker Trust has agreed in writing to the continuation of the obligations contained in the support agreement.

Supplemental Disclosure No. 2

On page 47 of the Definitive Proxy Statement, the discussion in the third full paragraph captioned "New Employment Arrangements" is hereby supplemented and restated with the following:

As of December 23, 2016, none of our executive officers has entered into any agreement, arrangement or understanding with First Reserve, Parent or any of their subsidiaries regarding employment with, or the right to purchase or participate in the equity of, First Reserve, Parent or the surviving company. Although no such agreement, arrangement or understanding exists as of December 23, 2016, and there have been no discussions concerning such an agreement, arrangement or understanding, certain of our executive officers may, prior to the closing of the merger, enter into new arrangements with First Reserve, Parent or their subsidiaries regarding employment with, or the right to purchase or participate in the equity of, First Reserve, Parent, their subsidiaries or the surviving company. In addition, our named executive officers currently have employment agreements that will continue in effect with the surviving company after the merger is completed. These employment agreements contain change-in-control provisions and the merger will constitute a "change-in-control" as defined in these provisions. For more information regarding the named executive officers' employment agreements please see the discussion in the section entitled "Merger-Related Compensation for Our Named Executive Officers" beginning on page 43 in this proxy statement.

Supplemental Disclosure No. 3

On page 48 of the Definitive Proxy Statement, the discussion in the first full paragraph captioned "Support Agreement" is hereby supplemented and restated with the following:

On October 10, 2016, one of our shareholders, Anita G. Zucker as trustee of the Zucker Trust, entered into a support agreement with Parent pursuant to which the Zucker Trust agreed, among other things, to vote in favor of the merger and the transactions contemplated by the merger agreement unless the board has made an adverse recommendation change that has not been rescinded or otherwise withdrawn, in favor of the adoption of the merger and the transactions contemplated by the merger agreement. Any additional shares of our common stock that the Zucker Trust acquires after October 10, 2016 will be subject to the terms of the support agreement. The support agreement does not contain any restrictions on the transfer of our common stock beneficially owned by the Zucker Trust. The support agreement will terminate upon the earliest to occur of (i) the effective time of the merger; (ii) the termination of the merger agreement pursuant to its terms; (iii) the written agreement of the Zucker Trust and Parent to terminate the support agreement; and (iv) the date on which the merger agreement is amended unless the Zucker Trust has agreed in writing to the continuation of the obligations contained in the support agreement. As of the record date, November 23, 2016, the Zucker Trust beneficially owned approximately 9.89% of our outstanding common stock and the Company understands that since then the Zucker Trust has not sold or acquired any shares of our common stock. The Zucker Trust has no other agreements or arrangements with Parent or First Reserve that provide it with additional interests in the merger and is entitled to receive the $13.10 merger consideration in the same manner as the other shareholders.

Forward-Looking Statements

Some portions of this Current Report and the Definitive Proxy Statement filed with the Securities and Exchange Commission as described herein, contain certain statements that are forward-looking within the meaning of Section 21E of the Exchange Act. Forward-looking statements are all statements other than statements of historical fact, including, without limitation, those that are identified by the use of the words "may," "could," "would," "should," "will," "believe," "expect," "anticipate," "plan," "predict," "estimate," "target," "project," "intend," or similar expressions. These statements include, among others, statements regarding our current expectations, estimates and projections about future events and financial trends affecting the financial condition and operations of our business. These statements are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those expressed. Readers of this Current Report and the Definitive Proxy Statement should not rely solely on the forward-looking statements and should consider all uncertainties and risks throughout this document. Forward-looking statements are only predictions and not guarantees of performance and speak only as of the date they are made. We undertake no obligation to update any forward-looking statement in light of new information or future events.

Although we believe that the expectations, estimates and projections reflected in the forward-looking statements are based on reasonable assumptions when they are made, we can give no assurance that these expectations, estimates and projections can be achieved. We believe the forward-looking statements in this Current Report and the Definitive Proxy Statement are reasonable; however, you should not place undue reliance on any forward-looking statement, as they are based on current expectations. Future events and actual results may differ materially from those discussed in the forward-looking statements. Factors that may affect forward-looking statements and the Company's business generally include, but are not limited to: the Company's ability to complete the proposed transaction; any event, change or circumstance that might give rise to the termination of the merger agreement; the effect of the announcement of the proposed transaction on the Company's relationships with its customers, operating results and business generally; the risk that the proposed transaction will not be consummated in a timely manner; the failure to receive, on a timely basis or otherwise, approval of the merger, and the other transactions contemplated by the merger agreement, by the Company's shareholders or the approval of government or regulatory agencies with regard to the merger; the failure of one or more conditions to the closing of the merger to be satisfied; risks arising from the merger's diversion of management's attention from our ongoing business operations; risks that the Company's stock price may decline significantly if the merger is not completed; the Company's ability to successfully integrate the operations of the companies it has acquired and consummate additional acquisitions; the Company's continued ability to make dividend payments; the Company's ability to implement its business plan, grow earnings and improve returns on investment; fluctuating energy commodity prices; the possibility that regulators may not permit the Company to pass through all of its increased costs to its customers; changes in the utility regulatory environment; wholesale and retail competition; the Company's ability to satisfy its debt obligations, including compliance with financial covenants; weather conditions; litigation risks; and various other matters, many of which are beyond the Company's control; the risk factors and cautionary statements made in the Company's public filings with the Securities and Exchange Commission (the "SEC"); and other factors that the Company is currently unable to identify or quantify, but may exist in the future. The Company expressly undertakes no obligation

to update or revise any forward-looking statement contained herein to reflect any change in the Company's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. Additional factors that may affect the future results of the Company are set forth in its filings with the SEC, including its Annual Report on Form 10-K for the year ended December 31, 2015 and recent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the SEC, which are available on the SEC's website at www.sec.gov. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date thereof.

Additional Information and Where to Find It:

The Company will hold a special meeting of shareholders on December 28, 2016, to approve the Merger and other transactions contemplated by Merger Agreement, dated October 8, 2016, among the Company, Parent, and Merger Sub, pursuant to which Merger Sub will merge with and into the Company. This communication may be deemed to be solicitation material in respect of the Merger and the special meeting. In connection with the special meeting, the Company filed with the SEC on November 23, 2016 and mailed to its shareholders a Definitive Proxy Statement that contains important information about the proposed Merger and the special meeting. Investors are urged to read the Definitive Proxy Statement and other relevant documents carefully and in their entirety when they become available because they will contain important information about the Merger and related matters. Investors may obtain a free copy of these materials (when they are available) and other documents filed by the Company with the SEC at the SEC's website at www.sec.gov, at the Company's website at www.egas.net or by writing to the Company's Corporate Secretary at Gas Natural Inc., 1375 East 9th St., Suite 3100, Cleveland, Ohio 44114, or by calling the Company's Corporate Secretary at (216) 202-1509.

Security holders also may read and copy any reports, statements and other information filed by the Company with the SEC at the SEC public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 or visit the SEC's website for further information on its public reference room.

Participants in the Solicitation

The Company and its directors, executive officers and other persons may be deemed to be participants in the solicitation of proxies in respect of the Merger. Information regarding the Company's directors and executive officers is available in the Company's proxy statement filed with the SEC on June 20, 2016 in connection with its 2016 annual meeting of shareholders. Additional information regarding persons who may be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the Definitive Proxy Statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Support Agreement, dated October 10, 2016, by and among FR Bison Holdings, Inc., and Anita G. Zucker, Trustee of the Article 6 Marital Trust, Under the First Amended and Restated Jerry Zucker Revocable Trust dated April 2, 2007

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Gas Natural Inc.

By: /s/ Christopher J. Hubbert
Name: Christopher J. Hubbert
Title: Corporate Secretary

Dated: December 23, 2016

Exhibit 99.1

Support Agreement

This Support Agreement (this "Agreement") is made and entered into as of October 10, 2016, by and between the undersigned stockholder ("Stockholder") of Gas Natural Inc., an Ohio corporation (the "Company"), and FR Bison Holdings, Inc., a Delaware corporation ("Parent").

WHEREAS, in connection with the execution of this Agreement, the Company, Parent and FR Bison Merger Sub, Inc., an Ohio and wholly-owned subsidiary of Parent ("Merger Sub"), have entered, or will enter, into that certain Agreement and Plan of Merger of even date herewith (the "Merger Agreement"), providing for, among other things, the merger (the "Merger") of Merger Sub and the Company pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Parent has required that Stockholder execute and deliver this Agreement; and

WHEREAS, in order to induce Parent to enter into the Merger Agreement, Stockholder is willing to make certain representations, warranties, covenants and agreements with respect to the 1,040,640 shares of common stock, $0.15 par value, of the Company ("Company Common Stock") beneficially owned by Stockholder (the "Original Shares") and, together with any additional shares of Company Common Stock pursuant to Section 6 hereof, the "Shares".

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

2. Representations of Stockholder.

Stockholder represents and warrants to Parent that:

(a) Stockholder owns beneficially (as such term is defined in Rule 13d-3 under the Exchange Act) all of the Original Shares free and clear of all pledges, liens, charges, mortgages, encumbrances and security interests of any kind or nature

whatsoever, other than any of the foregoing that would not present or delay such Stockholder's ability to perform such Stockholder's obligations hereunder, and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Stockholder does not beneficially own any shares of Company Common Stock other than the Original Shares.

(c) Stockholder has full power and authority to enter into, execute and deliver this Agreement and to perform fully Stockholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms.

(d) None of the execution and delivery of this Agreement by Stockholder, the consummation by Stockholder of the transactions contemplated hereby or compliance by Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, law, ordinance rule or regulation applicable to Stockholder or to Stockholder's property or assets.

(e) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Entity or other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement.

3. Agreement to Vote Shares.

Stockholder agrees during the term of this Agreement to vote the Shares in favor of the Merger and the Merger Agreement, at every meeting of the stockholders of the Company at which such matters are considered and at every adjournment or postponement thereof unless the Company Board or a duly authorized committee thereof has made an Adverse Recommendation Change that has not been rescinded or otherwise withdrawn, in favor of the adoption of the Merger Agreement and the approval of the transactions contemplated thereby, including the Merger.

4. No Voting Trusts or Other Arrangement.

Stockholder agrees that Stockholder will not, and will not permit any entity under Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with Parent.

5. Transfer of the Shares

Nothing in this Agreement shall prohibit Stockholder from, directly or indirectly, transferring, selling, offering, exchanging, assigning, pledging or otherwise disposing of or encumbering ("Transfer") any of the Shares or entering into any contract, option or other agreement with respect to a Transfer of any of the Shares or Stockholder's voting or economic interest therein.

6. Additional Shares.

Stockholder agrees that all shares of Company Common Stock that Stockholder purchases, acquires the right to vote or otherwise acquires beneficial ownership of after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

7. Termination.

This Agreement shall terminate upon the earliest to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the written agreement of Stockholder and Parent to terminate this Agreement or (iv) the date on which the Merger Agreement is amended unless Stockholder has agreed in writing to the continuation of the obligations contained in this Agreement.

8. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

9. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any

provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written or electronic confirmation of receipt), (b) when sent by email (with written or electronic confirmation of transmission) or (c) one (1) business day following the day sent by an internationally recognized overnight courier (with written or electronic confirmation of receipt), in each case, at the following addresses and email addresses (or to such other address or email address as a Party may have specified by notice given to the other Party pursuant to this provision):

To Parent or Merger Sub:

c/o First Reserve Advisors LLC
One Lafayette Place
Greenwich, CT 06830
Attention: Matthew S. Raben
Email: mraben@firstreserve.com

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

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: William E. Curbow
Email: wcurbow@stblaw.com

To Stockholder:
Anita G. Zucker, Trustee of the Article 6 Marital Trust, Under The First Amended and Restated Jerry Zucker Revocable Trust dated April 2, 2007
4838 Jenkins Avenue
North Charleston, SC 29405
Email: zuckera@intertechsc.com

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

The InterTech Group, Inc.
4838 Jenkins Avenue
North Charleston, SC 29405
Attention: Jeff Winkler
Email: winklerj@intertechsc.com

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule.

(b) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns shall be brought and determined exclusively in any court of competent jurisdiction located in Charleston County, South Carolina. Each of the parties hereto agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in **Section 10** or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this **Section 11(b)**, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by the applicable Law, any claim that (x) the suit, action or proceeding in such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(c).

(d) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(f) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(g) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(h) The obligations of Stockholder set forth in this Agreement shall not be effective or binding upon Stockholder until after such time as the Merger Agreement is executed and delivered by the Company, Parent and Merger Sub, and the parties agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(i) Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto. Any assignment contrary to the provisions of this **Section 11(i)** shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

FR BISON HOLDINGS, INC:

By: /s/ Ryan A. Shockley
Name: Ryan A. Shockley
Title: President and Treasurer

STOCKHOLDER:

/s/ Anita G. Zucker
Anita G. Zucker, Trustee of the Article 6 Marital Trust, Under The First Amended and Restated Jerry Zucker Revocable Trust dated April 2, 2007