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MORTONS RESTAURANT GROUP INC

Form SC 13D/A

July 10, 2002

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.6) *

MORTON'S RESTAURANT GROUP, INC.
(Name of Issuer)

Common Shares
(Title of Class of Securities)

619429103
(CUSIP Number)

Marc Weitzen, Esq.
General Counsel,
Icahn Associates Corp.
767 Fifth Avenue, 47th Floor
New York, New York 10153
(212) 702-4388

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 9, 2002
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box / /.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

Item 1. Security and Issuer

This Amendment No.3 to Schedule 13D, which was filed with the Securities and Exchange Commission (the "SEC") on May 6, 2002, as amended on May 21, 2002, June 17, 2002, June 18, 2002 and July 9, 2002, relates to the common shares, \$.01 par value (the "Shares"), of Morton's Restaurant Group, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 3333 New Hyde Park Road, New Hyde Park, New York 11042.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add:

On July 9, 2002, High River delivered to Richards, Layton & Finger, P.A. a letter (the "Letter") attached hereto as Exhibit 1 and incorporated herein in its entirety, which letter states, among other things, that High River is raising the merger consideration it agreed to pay in its acquisition of the Issuer to \$17.00 per share in cash from \$16.00 per share. The Letter indicated that increased offer may only be accepted by Morton's in the following manner: prior to the execution of the Agreement by Morton's and on or before the close of business on July 10, 2002, Morton's amends its Amended and Restated Rights Agreement dated as of March 22, 2001 (the "Restated Agreement"), in a manner acceptable to High River, so as to exclude from the Restated Agreement actions by High River and its affiliates to negotiate, enter into agreements and arrangements, and otherwise join, with others, to acquire Morton's. Notwithstanding the above, our offer is in no way conditional upon our entering into an agreement with a third party. In addition, on July 9, 2002, High River and Porterhouse Acquisition Corp. ("Porterhouse"), a wholly-owned subsidiary of High River, delivered to the Issuer an amended Agreement and Plan of Merger (the "Amended Agreement") by and among High River, Porterhouse and the Issuer. The Amended Agreement provides for merger consideration of \$17.00 per share in cash for each outstanding share of the Issuer as opposed to Castle Harlan's merger consideration of \$16.00 per share in cash. The Amended Agreement, which is in form substantially similar to the Issuer's merger agreement with Castle Harlan as amended through June 28, 2002, was executed by High River and Porterhouse and provides for a merger of Porterhouse into the Issuer.

Item 6. Contracts, Arrangements, Understandings or Relationship with Respect to Securities of the Issuer

Except as described herein, none of the Registrants has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to the transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

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Item 7. Material to be Filed as Exhibits

1. Letter to Richards, Layton & Finger, P.A. dated July 9, 2002.

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SIGNATURE

After reasonable inquiry and to the best of each of the undersigned knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 10, 2002

BARBERRY CORP.

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: Authorized Signatory

HIGH RIVER LIMITED PARTNERSHIP

By: BARBERRY CORP.
General Partner

By: /s/ Edward E. Mattner
Name: Edward E. Mattner
Title: Authorized Signatory

/s/ Carl C. Icahn
CARL C. ICAHN

[Signature Page of Amendment No. 6 to Schedule 13D with respect to Morton's
Restaurant Group, Inc.]

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Exhibit 1

LAW DEPARTMENT
ICAHN ASSOCIATES CORP.
AND AFFILIATED COMPANIES
767 Fifth Avenue - 47th Floor
New York, New York 10153
Telephone No. (212) 702-4300
Fax No. (212) 688-1158

Yevgeny Funder, Counsel

Direct Dial: 212-702-4329
Email: yfunder@sfire.com

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July 9, 2002

By Facsimile and by FedEx

Richards, Layton & Finger, P.A.
One Rodney Square, P.O. Box 551
Wilmington, DE 19899
Attention: C. Stephen Bigler, Esq.

Re: Morton's Restaurant Group, Inc. ("Morton's" or the "Company")

Dear Steve:

You are hereby advised that High River Limited Partnership ("High River") is increasing its offered merger consideration to \$17 per share in cash.

I am pleased to transmit to Morton's through you, the Agreement and Plan of Merger (the "Agreement") by and among High River, Porterhouse Acquisition Corp. and Morton's. The Agreement has been executed by High River and Porterhouse Acquisition Corp. on the understanding and assumption that when executed by Morton's the disclosure letter that Morton's attaches to the Agreement will be identical in form and substance to the disclosure letter dated June 19, 2002. The enclosed Agreement is undated but you are authorized to date it the date on which it is executed by Morton's. The increase of the merger consideration to \$17 per share in cash is the only change made to the agreement we delivered to you earlier today.

This increased offer may only be accepted by Morton's in the following manner: prior to the execution of the Agreement by Morton's and on or before the close of business on July 10, 2002, Morton's amends its Amended and Restated Rights Agreement dated as of March 22, 2001 (the "Restated Agreement"), in a manner acceptable to High River, so as to exclude from the Restated Agreement actions by High River and its affiliates to negotiate, enter into agreements and arrangements, and otherwise join, with others, to acquire Morton's. Notwithstanding the above, our offer is in no way conditional upon our entering into an agreement with a third party.

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Please inform me no later than by the close of business on July 10, 2002, that: (i) the Board has taken what ever action is necessary to commence the five-day period after which the Castle Harlan offer is terminated unless its offer is improved and again determined to be the Superior Proposal and (ii) the Restated Agreement has been amended as set forth above. If I am not so informed, High River may determine at any time thereafter to notify you that it is terminating its \$17 offer and that upon termination it may not thereafter be accepted by the Company.

Very truly yours,

/s/ Yevgeny Funder

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Yevgeny Funder

Enclosure

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