

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BURGERFI INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12017 (CTG)

(Jointly Administered)

Related Docket No. 88, 192, 239

**ORDER (A) APPROVING THE SALE OF THE ANTHONY'S COAL FIRED
PIZZA ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS,
AND ENCUMBRANCES; (B) APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; AND (C) GRANTING RELATED RELIEF**

Upon the motion of the debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for, among other things, approval of (a) the sale of all or substantially all of the Debtors’ assets free and clear of liens, claims, interests and encumbrances, (b) the assumption and assignment of certain executory contracts and unexpired leases in connection therewith, and (c) related relief [Docket No. 88] (the “**Sale Motion**”); and upon the order approving bidding procedures and contract assumption and assignment procedures in connection with the Sale Motion [Docket No. 192] (the “**Bid Procedures Order**”); and upon the record of the hearing held on November 6, 2024 (the “**Sale Hearing**”) to consider approval of the sale of certain assets to TREW Capital Management Private Credit 2 LLC or its Designee (“**Purchaser**”) on the terms and conditions of that certain Asset Purchase Agreement by and among the Debtors and Purchaser, a copy of which is attached hereto

¹ The last four digits of the tax identification number of BurgerFi International, Inc. and of Anthony’s Pizza Holding Company, LLC are 8815 and 4718, respectively. A list of all Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, is available at <https://cases.stretto.com/BFI>. The Debtors’ mailing address is 200 E Las Olas Blvd., Suite 1400, Fort Lauderdale, FL 33301.

as **Exhibit 1** (the “APA”),² at which hearing the Court considered all objections thereto, all filings in support of or opposition to the requested relief, all arguments of counsel, and other evidence adduced, and all parties in interest having been heard; and upon the declarations filed in support of the proposed sale; after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Sale Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

C. Sale Notice. Notice of the Sale Motion and the relief requested therein, including the free and clear sale of the Purchased Assets and the assumption and assignment of the Assigned Agreements, the Sale Hearing, and a substantially similar form of this Order, has been provided as set forth in the certificates or affidavits of service filed with this Court or by evidence adduced at the Sale Hearing. Such notice was given in compliance with the Bid Procedures Order and under the circumstances of these cases constitutes due, reasonable, timely, adequate and sufficient notice in compliance with all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules. No other or further notice is necessary for the relief requested by the Sale Motion or granted herein.

² Capitalized terms used and not defined herein have the meaning ascribed in the APA, or if not therein, in the Bid Procedures Order.

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. Opportunity to Object. A fair and reasonable opportunity to object and be heard with respect to the relief granted by this Order has been afforded to all interested parties, including but not limited to the Sale Notice Parties (as defined in the Bid Procedures).

E. Compliance with Bid Procedures. As demonstrated by the testimony and/or other evidence adduced on the record at the Sale Hearing, (i) the Debtors have complied in all material respects with the Bid Procedures Order; (ii) the Debtors have marketed the Purchased Assets in a fair and reasonable process; and (iii) a full, fair and reasonable opportunity has been given to any interested party to make a higher or better offer for the Purchased Assets.

F. Good Faith. The sale of the Purchased Assets and the APA was negotiated by the Debtors and the Purchaser, without collusion, in good faith, and from arm's length bargaining positions. The Purchaser is not an "insider" or "affiliate" of the Debtors within the meaning of those terms under the Bankruptcy Code. The Purchaser has acted in good faith and is entitled to the protections of Section 363(m) of the Bankruptcy Code.

G. Fair Consideration. The consideration to be provided by Purchaser pursuant to the APA (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Assets and (c) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia (including the Uniform Fraudulent Transfer Act, Uniform Voidable Transactions Act, and the Uniform Fraudulent Conveyance Act). No other person or entity or group of entities has offered to purchase the Purchased Assets for higher or otherwise better value for the Debtors' estates and creditors than Purchaser. Neither the Debtors nor the Purchaser have entered into the APA or propose to consummate the transactions contemplated by the APA (the "**Sale Transaction**") for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors.

H. Free and Clear. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Purchased Assets to the Purchaser free and clear of all Interests (as defined below) in accordance with, and to the fullest extent permitted by, section 363(f) of the Bankruptcy Code because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Debtors, their estates or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Interests are adequately protected by having their Interests attach to the net proceeds of the Sale Transaction attributable to the Purchased Assets in which such Interest is alleged with the same priority, validity, force and effect as existing prior to the Closing.

I. No Successor Liability. Purchaser is not an alter-ego of, or a successor to, or a mere continuation of or substantial continuation of any Debtor or its estate, and there is no continuity of enterprise between Purchaser and the Debtors as a result of the consummation of the Sale Transaction. Purchaser shall not be deemed to be holding itself out to the public as a continuation of any Debtor based on the Sale Transaction, the APA, this Order, or the continuation of the business operations after closing of the Sale Transaction. Purchaser is not, and shall not be, considered a successor in interest to any of the Debtors or their estates, by reason of any theory of law or equity, including, but not limited to, under any federal, state or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine or common law, or

under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, and the Buyer and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act, 929 U.S.C. §§ 210 *et seq.* and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act, and/or the Fair Labor Standards Act. The Sale Transaction does not amount to a consolidation, succession, merger, or de facto merger of Purchaser and the Debtors and/or any of their estates. Purchaser would not have entered into the APA if the sale of the Purchased Assets was not made (except and only to the extent expressly provided in the APA or this Order and with respect to the Assumed Liabilities and Permitted Liens) free and clear of all Interests, including but not limited to any claims for (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, floating trusts, statutory trusts, interests, including ownership, property or equitable interests, floating equitable interests, equitable title, rights of first refusal or charges of any kind or nature, if any, including without limitation any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership; (ii) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (iii) any other employee, worker's compensation, occupational disease, unemployment, or temporary disability related claim, including, without limitation, claims that

might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Notification Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Debtors or any of its predecessors; (iv) interests, including ownership, property or equitable interests, equitable title, claims, liens or other encumbrances that might otherwise arise under or pursuant to the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a, *et seq.*; (v) any bulk sales or similar law; (vi) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and state and local tax statutes or ordinances; (vii) any environmental laws, including any Environmental, Health and Safety Requirement(s); (viii) any agreements, acts, or failures to act of the Debtors, and (ix) any theories of successor, alter-ego and/or vicarious liability. A sale of the Purchased Assets that is not free and clear of Interests as set forth herein would have substantially less benefit to and would adversely affect the Debtors' estates and creditors. The consideration being provided under the APA reflects Purchaser's reliance on this Order to provide it, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, with title to, interest in and possession of the Assets free and clear of all Interests, including but not limited to any claims for successor, alter-ego and/or vicarious liability, except for Assumed Liabilities.

J. No *Sub Rosa* or *De Facto* Plan. The Sale Transaction does not constitute a sub rosa or de facto plan of reorganization or liquidation as it does not propose to (i) impair or restructure

existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan that may be proposed by the Debtors, (iii) circumvent chapter 11 safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities. Accordingly, the Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. Adjourned Objections. Certain objections by counterparties to executory contracts or unexpired leases to the Debtors' proposed cures or to adequate assurance of future performance in connection with the Sale Transaction have not been resolved as of the Sale Hearing, are not determined or resolved by this Order, and are adjourned (the "**Adjourned Objections**") to be consensually resolved among the parties or determined by order of this Court in accordance with the procedures set forth below. Any findings of fact or conclusions of law contained in this Order regarding cures or adequate assurance of future performance of the Purchaser shall not be binding with respect to any contract or lease that is the subject of an Adjourned Objection, nor shall any such findings of fact or conclusions of law be the basis for an argument of issue preclusion, res judicata, or collateral estoppel in connection with the adjudication of an Adjourned Objection. For the avoidance of doubt, the Adjourned Objections consist solely of the objections to proposed cures and to adequate assurance of future performance that are raised in the responses listed on **Exhibit 2** hereto.

L. Assumption and Assignment. Except with respect to any executory contract or unexpired lease that is the subject of an Adjourned Objection, the Debtors have, including by way of entering into the APA and the provisions therein relating to the Assigned Agreements, (i) cured, or provided adequate assurance of cure, of any existing default under any of the Assigned

Agreements, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Agreements, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance of and under the Assigned Agreements, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Purchaser's promises to perform the obligations under the Assigned Agreements after the Closing constitutes adequate assurance of future performance under the Assigned Agreements being assigned to it within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.

M. Personally Identifiable Information. The Sale Transaction complies with the Debtors' privacy policies, and the appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the Sale Transaction.

N. Necessary Approvals. Subject to the entry of this Order, the Debtors have full power and authority to execute the APA and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized. No consents or approvals other than those provided for in the APA are required for the Debtors to consummate the transactions described therein.

O. Business Judgment. The Debtors' determination that the Sale Transaction with the Purchaser provides the highest or otherwise best offer for the Purchased Assets, and to pursue consummation of the Sale Transaction as set forth herein and in the APA, each constitutes a reasonable exercise of business judgment and is in the best interests of the Debtors, their estates and their creditors.

P. Waiver of Stay. The Debtors have articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rules 6004(h) and 6006(d).

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is granted as set forth herein.
2. All objections to the relief granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice, except for any Adjourned Objections.

A. Approval of the Sale Transaction

3. The Sale Transaction, on the terms and conditions of the APA, is hereby approved as set forth herein. The APA and all other ancillary documents related thereto or contemplated thereby, including the management/transition services agreement attached to the APA, (collectively, the “**Sale Documents**”) and all of the respective terms and conditions thereof, are hereby approved. The Debtors are authorized and directed to enter into the APA and the other Sale Documents to be executed in connection with the APA as may be necessary to consummate the Sale and to perform their obligations thereunder.

4. Upon the Closing, the transfer of the Purchased Assets to Purchaser pursuant to the APA shall constitute a legal, valid and effective transfer of the Purchased Assets, and shall vest Purchaser with all right, title and interest of the Debtors in and to the Purchased Assets, free and clear of all interests, obligations, liabilities, liens (as such term is defined in section 101(37) of the Bankruptcy Code), claims (as such term is defined in section 101(5) of the Bankruptcy Code), or other encumbrances, of any kind, nature or description in, against or relating to any of the Purchased Assets, whether direct or indirect, absolute or contingent, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, arising under or imposed by

agreement, law, equity or statute, including without limitation under any theory of successor or transferee liability arising from or relating to such assets, in each case to the extent having arisen or accrued or otherwise existing as of the Closing (collectively, the “**Interests**”), except for any Assumed Liabilities or as expressly provided in this Order. Upon the Closing, all such Interests shall attach to the net proceeds of the Sale Transaction with the same priority, validity, force and effect as existing in or to the Purchased Assets prior to the Closing.

5. Without limiting the foregoing, except for the Assumed Liabilities or as expressly provided in this Order, Purchaser has not assumed and does not assume any liabilities or obligations of the Debtors, and the transfer of the Purchased Assets to Purchaser, and the assignment to Purchaser of the Assigned Agreements, do not and will not subject Purchaser to any liability under any theory of law or equity, including without limitation any theory of successor or transferee liability, for the Interests or otherwise arising from or relating to any of the Purchased Assets or the Debtors’ operations or existence before the Closing. For the avoidance of doubt, the Excluded Assets are not Purchased Assets, and the Excluded Liabilities are not Assumed Liabilities, and nothing in the APA or in this Order effects any assumption or assignment of the Excluded Assets or Excluded Liabilities by or to Purchaser.

6. Except for the Assumed Liabilities or as expressly provided in this Order, the sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any Interests, and all such Interests shall remain with, and continue to be obligations of, the Debtors and their estates. Except with respect to the Assumed Liabilities or as otherwise expressly provided in this Order, all persons holding Interests against or in the Debtors or the Purchased Assets of any kind or nature whatsoever hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing against Purchaser or its officers, directors, shareholders or

partners, its property or its successors and assigns or the Purchased Assets, as an alleged successor or otherwise, any Interest of any kind or nature whatsoever that such person or entity had, has or may have against or in the Debtors, their estates, their respective officers, directors or shareholders or the Purchased Assets.

7. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. The Debtors, Purchaser, and their respective officers, employees and agents are hereby authorized and empowered to execute and file, on behalf of any person or entity which has filed statements or other documents or agreements evidencing any Interests (except for the Assumed Liabilities or as otherwise expressly provided in this Order) in, against or on all or any portion of the Purchased Assets, any termination statements, instruments of satisfaction, releases of liens and easements and any other documents appropriate to document the release of such Interests in accordance with this Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to cancel any liens and other encumbrances of record existing as of the Closing with respect to any Purchased Assets.

8. All persons and entities that as of the Closing are in possession of some or all of the Purchased Assets (wherever located) are hereby directed to surrender possession of such Purchased Assets to Purchaser on or as soon as practicable after the Closing. To the extent that any such person or entity fails or refuses to surrender possession of such Purchased Assets after the Closing, Purchaser has the right to commence a turnover action and request that it be considered by this Court on an expedited basis.

9. Upon the Closing, the credit bid portion of the Purchase Price (if any) shall be deemed to pay down the Debtors' obligations under the DIP Agreement (as defined in the Sale Motion) in full, and the balance of such credit bid shall be deemed to pay down the prepetition secured claim of the DIP Lender.

B. Executory Contracts and Unexpired Leases

10. Subject to and conditioned on the Closing, and except for any executory contract or unexpired lease that is the subject of an Adjourned Objection, the assumption and assignment of the Assigned Agreements by the Debtors to Purchaser is hereby approved pursuant to section 365 of the Bankruptcy Code. The Debtors are authorized to execute and deliver to Purchaser such documents or other instruments as Purchaser deems is necessary or appropriate to assign and transfer the Assigned Agreements to Purchaser.

11. With respect to the Assigned Agreements: (a) the Debtors shall assume each of the Assigned Agreements at the Closing in accordance with section 365 of the Bankruptcy Code; (b) the Debtors shall assign each of the Assigned Agreements to Purchaser at the Closing in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Agreements that prohibit or condition the assignment of such Assigned Agreements or allow the party to such Assigned Agreements to terminate, recapture, impose any penalty, condition renewal

or extension or modify any term or condition upon the assignment of such Assigned Agreements, constitute unenforceable anti-assignment provisions that are of no force and effect solely in connection with the Sale Transaction (for the avoidance of doubt, any such provisions shall remain in full force and effect as it relates to any future assignment of the applicable Assigned Agreement); (c) all other requirements and conditions under sections 363 and 365 (including without limitation, the satisfaction of the requirements under section 365(c)(1) of the Bankruptcy Code) for the assumption by the Debtors and sale and assignment to the Purchaser of each of the Assigned Agreements have been satisfied; (d) following the Closing, the Assigned Agreements shall remain in full force and effect for the benefit of Purchaser, notwithstanding any provision in any such Assigned Agreements (including those of the type described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer and, upon payment of the applicable cure amount, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assigned Agreements thereafter except as otherwise set forth in this Order; and (e) upon Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each of the Assigned Agreements. For the avoidance of doubt, no contract or lease that is subject to an Adjourned Objection shall be an Assigned Agreement unless and until such objection is consensually resolved or determined by the Court as set forth below.

12. Unless a different amount has been agreed to by the Debtors, Purchaser and counterparty to an Assigned Agreement or has been ordered by this Court, or such amount is the subject of an Adjourned Objection, the amounts set forth in the Debtors' notice of proposed cure amounts [Docket No. 305] (the "**Cure Notice**") are the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all defaults under the Assigned Agreements to the extent

existing as of the Closing (the “**Cure Amounts**”). Purchaser shall pay the applicable Cure Amounts at Closing, or at such later time as may be mutually agreed upon by Purchaser and any applicable counterparties, and such payment shall satisfy all cure requirements under section 365(b)(1) of the Bankruptcy Code (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code).

13. To the extent that any counterparty to an Assigned Agreement did not object to its Cure Amount or adequate assurance of future performance by the applicable Contract Objection Deadline, such counterparty is deemed to have consented to such Cure Amount and the assumption and assignment of its respective Assigned Agreements from the Debtors to Purchaser.

14. The Debtors are authorized to enter into any written amendment of an Assigned Agreement on terms acceptable to Purchaser and executed by the counterparty to such Assigned Agreement in connection with the proposed assumption and assignment of such Assigned Agreement, and the assumption and assignment of such contract or lease as authorized by this Order shall be of such contract or lease as so amended or modified.

15. Prior to the Closing, Purchaser may remove any contract or lease from the list of Assigned Agreements (and thereby exclude such contract or lease from the definition of Assigned Agreements) as provided by the APA. Within 2 business days after the Closing, the Debtors will file with the Court and serve on the applicable counterparties, a notice containing the final list of Assigned Agreements that have been assumed and assigned as of the Closing to Purchaser pursuant to the APA.

16. Notwithstanding anything herein to the contrary, any executory contract or unexpired lease that is the subject to an Adjourned Objection, or that is a Designated Contract (as defined below), shall not be a Purchased Asset or Assigned Agreement, and shall not be assumed

by the Debtors or assigned to Purchaser, unless and until such pending objection is resolved by agreement among the parties or by further order of this Court, or such Designated Contract is assumed and assigned in accordance with the APA and other provisions of this Order. For the avoidance of doubt, nothing in this Order shall be deemed to adjudicate or determine any Adjourned Objection. Within 2 business days of a resolution by this Court of any pending Adjourned Objection in a manner less favorable to Purchaser than set forth in the Cure Notice or APA, but in all events before the expiration of the Debtors' deadline to assume or reject its leases pursuant to section 365(d)(4) of the Bankruptcy Code, as such deadline may be extended by an order of the Court, Purchaser may by written notice to the Debtors remove the subject contract(s) or lease(s) from the list of Assigned Agreements, whereupon such contract(s) or lease(s) shall be deemed to be Excluded Assets and the Debtors shall promptly file with the Court and serve on the applicable counterparty a notice of such removal.

C. Designation Rights

17. Certain of the Debtors' executory contracts or unexpired nonresidential real property leases are identified under the APA (the "**Designated Contracts**") to be assumed by the Debtors and assigned to Purchaser or its designee, or rejected by the Debtors, after the Closing at the designation of Purchaser. Prior to the Closing, Purchaser may add to or remove from the list of Designated Contracts any executory contract or unexpired nonresidential real property lease as provided by the APA; provided, however, that such removal or addition must occur before the expiration of the Debtors' deadline to assume or reject its leases pursuant to section 365(d)(4) of the Bankruptcy Code, as such deadline may be extended by an order of the Court.

18. From the date hereof until the earlier of (a) February 4, 2025, or such later date as is agreed to by the Debtors and Purchaser in writing, (b) the expiration of any applicable period

for assumption or rejection under section 365(d)(4) of the Bankruptcy Code (as may be extended by order of the Court), (c) the date of entry of an order confirming a plan of reorganization or liquidation for the Debtors, or (d) the closing, conversion or dismissal of these cases, Purchaser may deliver written notice to the Debtors designating any Designated Contract to be either assumed and assigned to Purchaser or rejected by the Debtors (the “**Designation Rights Period**”). For the avoidance of doubt, the foregoing does not extend the period under section 365(d)(4) of the Bankruptcy Code (as may be extended by order of the Court) that is otherwise applicable.

19. Nothing in this Order or the APA shall relieve the Debtors of their obligations to counterparties of unexpired leases under section 365(d)(3) of the Bankruptcy Code prior to and through the effective date of any assumption and assignment, or rejection, of any Designated Contract. Notwithstanding anything to the contrary in the APA or this Order, Purchaser shall be responsible for, and shall timely pay or reimburse, and shall indemnify and hold harmless the Debtors from, any and all administrative expense liability of the Debtors’ estates for any obligations under or relating to any Designated Contract that arise or become payable to any third party after Closing but before such lease is rejected or assigned to Purchaser, including without limitation any such liabilities for any breach of or default under such Designated Contract, in each case arising or occurring after the Closing when due in accordance with the terms of such Designated Contracts, including with respect to year-end adjustment and reconciliation amounts that become due or accrue after the entry of this Order (irrespective of whether such obligations relate to periods before, on, or after the Closing Date), including for royalties, rents, utilities, taxes, insurance, fees, common area or other maintenance charges, promotional funds, and percentage rent, in each case subject to the terms and conditions of the Designated Contracts. The Debtors shall continue to provide insurance as required by such Designated Contracts during the

Designation Rights Period, and to the extent that such insurance is provided by the Purchaser or its manager, the applicable Landlord shall be named as an additional insured to the extent required by such Designated Contract. Should the Manager (as defined in the Master Interim Management Agreement attached as Exhibit A to the APA) operate at any of the premises leased to the Debtors, it shall timely comply with all tenant obligations under such leases.

20. Within 2 business days following the Debtors' receipt of any Designation Notice, the Debtors shall file with the Court a notice of such proposed assumption and assignment or rejection (an "**Assumption Notice**" or "**Rejection Notice**," as applicable) and serve such notice via email and/or by overnight delivery upon the counterparty to such Designated Contract. The deadline to object to the proposed assumption and assignment, or rejection, of such Designated Contract shall be at least fourteen (14) calendar days from the date of service of such Assumption Notice or Rejection Notice (or such earlier date as is agreed to in writing by the Debtors, the Purchaser, and the counterparty to such Designated Contract but that is no less than three business days from the date of service of such Assumption Notice or Rejection Notice); *provided however* that (i) any counterparty to a Designated Contract that did not previously object to its proposed Cure Amount, or to the assignment of such contract or lease to Purchaser, or to the adequate assurance of future performance by Purchaser, by the applicable deadlines for such objections established under the Bid Procedures Order is deemed to have consented to such cure amounts, assignment, and adequate assurance; (ii) any objections, arguments or claims that could have been but were not previously raised as a Sale Objection or Post-Auction Objection (as such terms are defined in the Bid Procedures Order) as required by the Bid Procedures Order are deemed waived; and (iii) any such objections previously raised but not yet resolved may be supplemented solely to the extent of amounts or claims first arising or becoming due after the Closing; *provided, however,*

for the avoidance of doubt, any default or cure issues, adequate assurance issues, or issues relating to the identity of an assignee other than Purchaser, may be raised in any objection to an Assumption Notice to the extent such issues first arise or become due after the Sale Objection deadline provided by the Bid Procedures Order.

21. Each Rejection Notice shall identify the proposed effective date of rejection for each relevant Designated Contract, which shall be no earlier than the later of (a) the date of filing of such notice, (b) for any unexpired lease, the date of notice to the landlord in writing (email being sufficient) that the premises are being surrendered and on which either the Debtors have returned keys, provided access codes, or confirmed that such keys or codes are not available and that the premises may be rekeyed, or (c) such other date as may be agreed by the Debtors and the affected counterparty. The Rejection Notice shall be accompanied by a proposed form of order authorizing the rejection. If any objection to the Rejection Notice is timely filed, the Debtors may set such matter for hearing at any scheduled omnibus hearing date, or request a hearing date for such matter from the Court, in each case with such hearing to be on not less than 5 business days' notice to the applicable counterparty.

22. Each Assumption Notice shall identify the proposed effective date of assumption and assignment and the proposed cure amount for each subject Designated Contract, and, in the event that the proposed assignee is not the Purchaser, the identity of such assignee, the proposed assignee's intended use of the applicable premises, and be accompanied by evidence of such propose assignee's ability to demonstrate adequate assurance of future performance under the Designated Contract. The Assumption Notice shall be accompanied by a proposed form of order authorizing the assumption. If any objection to the Assumption Notice is timely filed, the Debtors may set such matter for hearing at any scheduled omnibus hearing date, or request a hearing date

for such matter from the Court, in each case with such hearing to be on not less than 5 business days' notice to the applicable counterparty.

23. Once a Designated Contract is assumed and assigned to Purchaser or its designee in accordance with the APA, this Order and a subsequent order, such contract shall be deemed an Assigned Agreement from and after the identified effective date of such assumption and assignment set forth in the subsequent order.

D. Other Related Relief

24. Nothing in this Order or the APA releases, nullifies, precludes or enjoins the enforcement by any governmental unit of any police or regulatory liability that any entity would be subject to as the post-sale owner or operator of property after the Closing. Nor shall anything in this Order limit any governmental unit in the exercise of its police or regulatory powers in accordance with 11 U.S.C. § 362(b)(4) or 28 U.S.C. § 959. Further, nothing in this Order or APA authorizes the transfer or assignment of any governmental license, permit, or registration without compliance with all applicable requirements and approvals under police or regulatory laws.

25. Notwithstanding anything to the contrary herein, the transfer of the Purchased Assets to Purchaser shall not be free and clear of any valid trust existing under the Perishable Agricultural Commodities Act, 7 U.S.C. § 499e.

26. Notwithstanding anything to the contrary herein, the Challenge period (as defined in the final DIP order [Docket No. 190]) for the Official Committee of Unsecured Creditors with respect to the credit bid by Purchaser or the Net Cash Proceeds (as such term is defined in the DIP Agreement) shall expire upon the closing of the Sale Transaction, except with respect to any claims for fraud or willful misconduct that are discovered after such closing. In the event of a successful

Challenge, and the Court's entry of a final order with respect thereto, the Court shall retain the authority to fashion an appropriate remedy for the Debtors' estates.

27. Notwithstanding any other language in this Order, the Debtors shall pay all 2024 personal property taxes owed to Broward County, Florida (the "**County**") on account of any Purchased Assets within 10 days of closing. The County shall retain its statutory tax liens relating to such claims until the taxes are paid in full. For the avoidance of doubt, this direction includes only tangible personal property that is or has been during 2024 located in the County and that is a Purchased Asset.

28. Produce Alliance, LLC and the Debtors acknowledge and agree that certain Master Produce Distributor Agreement dated as of July 19, 2022 is executory. Produce Alliance, LLC and the Debtors reserve their respective rights as to the existence and nature of any contract amongst them with respect to coal. Produce Alliance's cure objection is deemed to be an Adjourned Objection to be resolved in accordance with the procedures set forth herein.

29. Nothing in this Order or the APA shall be deemed to transfer any contracts with or intellectual property of Oracle America, Inc., except to the extent that any such contract becomes an Assigned Agreement after the Closing. For any such contracts, the reservation of rights filed by Oracle America, Inc. [Docket No. 255] shall be deemed an Adjourned Objection.

30. Notwithstanding anything to the contrary herein or in the APA, the Purchased Assets shall not include any property owned by Ecolab Inc. and leased to the Debtors. The objection filed by Ecolab Inc. [Docket No. 265] shall be deemed an Adjourned Objection.

31. The consideration provided by Purchaser to the Debtors pursuant to the APA for the Purchased Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and

under the laws of the United States, any state, territory, possession or the District of Columbia. The sale of the Purchased Assets may not be avoided under sections 363(n) or 549 of the Bankruptcy Code.

32. The transactions contemplated by the APA are undertaken by Purchaser without collusion and in good faith, within the meaning of section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, unless such authorization and the Sale Transaction are duly stayed pending such appeal. Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

33. Purchaser is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Order, the Sale Transaction, the assumption and assignment of the Assigned Agreements, and any issues related to or otherwise connected to the APA and the Sale Transaction.

34. No bulk sales law, bulk transfer law or any similar law of any state or other jurisdiction (including those relating to taxes other than Transfer Taxes) shall apply to the Debtors' conveyance of the Purchased Assets or this Order.

35. The Debtors are authorized to take all steps and pay all amounts necessary or appropriate to implement the relief granted in this Order.

36. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, in consultation with the Consultation Parties but without further order of this Court,

provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

37. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA is hereby authorized and approved in its entirety, as it may be amended or supplemented in accordance with its terms and this Order.

38. The Debtors are authorized and empowered to execute, deliver, perform under, consummate, and implement the APA, together with all additional instruments and documents that Purchaser reasonably deems necessary or appropriate to implement the APA and effectuate the Sale Transaction, and to take all other and further actions as may be reasonably requested by Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to Purchaser the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations of Purchaser and the Debtors as contemplated by the APA.

39. The terms of this Order shall control in the event of any conflict or inconsistency with the Sale Motion, the APA, or any ancillary documents executed in connection therewith.

40. This Order shall be binding on the Debtors and their successors and assigns, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors. Nothing in any plan of reorganization or liquidation, or any other order entered in these cases, shall impair or derogate the effectiveness of any provision of this Order.

41. This Order shall be effective and enforceable immediately upon entry, and any stay of the effectiveness and enforceability of this Order otherwise applicable under the Bankruptcy Rules or Local Rules is hereby waived.

42. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

A handwritten signature in black ink, appearing to read "Craig Goldblatt", is positioned above the printed name of the judge.

Dated: November 8th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(Asset Purchase Agreement)

ASSET PURCHASE AGREEMENT

by and among

**ANTHONY'S PIZZA HOLDING COMPANY, LLC
and certain of its affiliates named herein,**

as Sellers,

and

TREW CAPITAL MANAGEMENT PRIVATE CREDIT 2 LLC,

as Purchaser

Dated: November 4, 2024

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “**Agreement**”), dated as of November 4, 2024 (the “**Execution Date**”), is entered into by and between BurgerFi International, Inc., a Delaware corporation (“**BFI**”), and certain of its direct and indirect subsidiaries that are signatories hereto (together with BFI, the “**Sellers**”), on the one hand, and TREW Capital Management Private Credit 2 LLC, a Delaware limited liability company, or its designee or Affiliate(s) (the “**Purchaser**”), on the other hand. Purchaser and Sellers are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Sellers operate a pizza focused restaurant chain doing business under the “Anthony’s Coal Fired Pizza” brand and consisting of predominantly corporate-owned locations and one dual brand franchise location (the “**Business**”);

WHEREAS, Sellers also operate a fast-casual “better burger” restaurant chain doing business under the “BurgerFi” brand and consisting of both franchised and corporate-owned locations across 18 states and in Puerto Rico and Saudi Arabia (the “**Excluded Business**”);

WHEREAS, on September 11, 2024, Sellers and their affiliates (the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code in the Bankruptcy Court, thereby commencing the Bankruptcy Cases;

WHEREAS, the Debtors are continuing to manage their businesses, their properties, and their affairs as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, Purchaser is TREW Capital Management Private Credit 2 LLC, the senior secured lender under Seller’s prepetition and postpetition credit facilities, or its designee or Affiliate(s);

WHEREAS, Purchaser wants to purchase and assume from Sellers, and Sellers want to sell and transfer to Purchaser, all of the Purchased Assets and Assumed Liabilities on the terms and subject to the conditions set forth in this Agreement (the “**Transactions**”); and

WHEREAS the Transactions and this Agreement are subject to Bankruptcy Court approval.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties, and promises set forth herein, and to set forth the terms and conditions of the Transactions, intending to be legally bound, the Parties agree as follows:

1.

DEFINITIONS

1.1. Definitions. The following terms, as used herein, have the following meanings:

“Accounts Receivable” means all accounts receivable, trade receivables, notes receivables, and other miscellaneous receivables, whether current or overdue, of any Seller or arising out of the Purchased Assets, including all: (i) credit card receivables, (ii) funds in transit, (iii) deposits and receivables from third party delivery services (*e.g.*, Grubhub and DoorDash), (iv) receivables from catering sales, (v) receivables from the sale of gift cards in retail outlets, (vi) franchisee royalty and other payments due under any Franchise Agreement, (vii) allowances due from landlords under any Real Property Leases (but only to the extent such Real Property Leases constitute Assigned Agreements), and (viii) food, beverage, and general vendor rebates, discounts, and credits.

“Action” means any complaint, claim, charge, prosecution, indictment, action, suit, arbitration, audit, hearing, litigation, inquiry, investigation, or proceeding (whether civil, criminal, administrative, investigative, or informal) commenced, brought, or asserted by any Person or group of Persons or Governmental Authority or conducted or heard by or before any Governmental Authority or any arbitration tribunal.

“Agreement” has the meaning set forth in the Preamble hereto.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

“Alcohol License Approvals” has the meaning set forth in Section 5.4.

“Alcohol Licenses” means all licenses to sell beer, wine, or liquor held or used by Sellers used by Sellers in conducting the Business.

“Allowed Cure Costs” means all amounts that must be paid pursuant to Bankruptcy Code sections 363, 365(b)(1)(A), and 365(b)(1)(B)—as determined by a final and non-appealable order of the Bankruptcy Court—in connection with the assumption and assignment of the Assigned Agreements to Purchaser as provided herein, including amounts in connection with postpetition “stub rent.”

“Assigned Agreement(s)” has the meaning set forth in Section 2.1(a).

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.11(a).

“Assumed Benefit Plan(s)” means those certain Employee Benefit Plans that are designated by Purchaser in its sole and absolute discretion to be assumed and assigned pursuant to Section 2.6, each of which shall be set forth on Schedule 2.1(u), as finalized in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, any Employee Benefit Plan not set forth on Schedule 2.1(u) shall constitute an Excluded Asset.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Avoidance Actions” means all avoidance claims or causes of action arising under Bankruptcy Code sections 544, 547, 548, 549, or 550 or any similar state law.

“Bankruptcy Cases” means the cases commenced by the Debtors under the Bankruptcy Code and pending before the Bankruptcy Court and jointly administered under Case No. 24-12017 (CTG).

“Bankruptcy Code” means chapter 11 of Title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware.

“Business” has the meaning set forth in the Recitals hereto.

“Business Day” means any day except any Saturday or Sunday, any day that is a federal legal holiday in the United States, or any day on which commercial banks in the State of New York are authorized or required by Law or other government action to close.

“CAN-SPAM Act” means the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (as it may be amended or modified).

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act, which was enacted on March 27, 2020 (as it may be amended or modified).

“Cash” has the meaning set forth in Section 2.1(b).

“Casualty” has the meaning set forth in Section 7.6(b).

“CDPA” has the meaning set forth in Section 5.7.

“Claim” means a “claim” as defined in Bankruptcy Code section 101, including claims for successor liability under any theory of Law or equity, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated.

“Closing” has the meaning set forth in Section 2.10.

“Closing Date” means the date of the Closing.

“Closing Deadline” is November 8, 2024.

“Closing Date Inventory” means the dollar value of Inventory determined in accordance with the methodology described herein as of the close of business on the Closing Date.

“Condemnation” has the meaning set forth in Section 7.6(a).

“Condemnation Proceeds” has the meaning set forth in Section 7.6(a).

“Contract” means any contract, agreement, commitment, or other legally binding arrangement with respect to which a Seller is a party, including any Franchise Agreement, insurance policy, equipment lease, license, purchase order, or insurance premium financing contract, but excluding any Real Property Lease.

“Designation Deadline” has the meaning set forth in Section 7.4(d).

“Designation Rights Assets” has the meaning set forth in Section 7.4(b).

“Designation Rights Term” has the meaning set forth in Section 6.4(f)(i).

“DIP Budget” means, at any time, the then-applicable Budget (as such term is defined in the DIP Order).

“DIP Order” means the *Final Order (I) Authorizing the Debtors to (A) Obtain Senior Secured Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, (V) Granting Adequate Protection, and (VI) Granting Related Relief* [Dkt. No. 190].

“DRA Location(s)” means each store location that is subject to a Real Property Lease that is a Designation Rights Asset as set forth on Schedule 7.4(b).

“Effective Date” means the date on which all conditions to effectiveness of this Agreement and the Sale Order have been satisfied or waived and the Transactions contemplated by this Agreement are consummated.

“Employee(s)” has the meaning set forth in Section 9.1(a).

“Employee Benefit Plan” or **“Benefit Plan”** means any “employee benefit plan” (as defined in ERISA § 3(3)) and any other benefit plan, compensation plan, deferred compensation program, or similar agreement or arrangement maintained or sponsored, or contributed to or required to be contributed to, by Sellers or any ERISA Affiliate or with respect to which Sellers or any ERISA Affiliate has any liability.

“ERISA” means the Employee Retirement Income Security Act of 1974 (as it may be amended or modified) and all Laws issued thereunder.

“ERISA Affiliate” means any Person that, at any relevant time, is or was treated as a single employer with Sellers for purposes of Tax Code section 414.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Final Order” means an order of the Bankruptcy Court or any other court as to which: (i) any appeal or petition for review, rehearing, or certiorari that has been taken has been finally determined or dismissed; or (ii) the time for appeal or petition for review, rehearing, or certiorari has expired and no such appeal or petition has been timely filed. In the case of an order of the Bankruptcy Court, the time for appeal, for purposes of this definition, will be the time permitted for an appeal to the United States District Court for the District of Delaware.

“Franchise Agreement” means any contract between a Seller and a third party relating to the Business pursuant to which a Seller has granted a license to the third party to use such Seller’s brand name, trademark, trade name, logo, or service mark in conducting business.

“General Intangibles” means all intangible assets now owned or hereafter acquired by any Seller, including all: (i) rights, titles, and interests that such Seller may now or hereafter have in or under any Contract; (ii) payment intangibles, rights in customer lists, Intellectual Property, interests in business associations, Licenses, Permits, proprietary or confidential information, technical information, procedures, designs, knowledge, know how, software, data bases, data, skill, expertise, experience, processes, rights in models, rights in drawings, goodwill, uncertificated securities, checking and other bank accounts, and rights to receive Tax refunds and other payments, (iii) rights to receive dividends, distributions, cash, Instruments and other

property in respect of or in exchange for pledged equity securities and investment property, and (vi) rights of indemnification.

“Governmental Authority” means any federal, state, local, municipal, foreign, supranational, or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official, or entity and any court or other tribunal) and any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority, or arbitral body.

“Hire Date” has the meaning set forth in Section 9.1(b).

“Improvements” means all leasehold improvements located, placed, constructed, or installed on or under any parcel of Leased Real Property (but only to the extent the related Real Property Lease constitutes an Assigned Agreement), including all utilities, fire protection, security, surveillance, telecommunications, computer, wiring, cable, heat, exhaust, ventilation, air conditioning, electrical, mechanical, plumbing, and refrigeration systems, facilities, lines, installations, and conduits.

“Insider” has the meaning set forth in 11 U.S.C. § 101(a)(31).

“Intellectual Property Rights” means all of Sellers’ intellectual property rights (to the extent such intellectual property rights are transferrable without the consent of any third party) and all goodwill associated therewith, including: (i) patents, patent applications, and patent rights; (ii) trademarks (registered, unregistered, and at common Law), trademark registrations and applications, trade names (including “Anthony’s,” “Anthony’s Coal Fired Pizza,” and any other names used by Sellers for, or in connection with, the Business), logos, trade dress, brand names, service marks (registered and at common Law), service mark registrations and applications, websites, domain names and other indicia of source, works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists, proprietary information, proprietary processes and formulae, Recipes, databases, and data collections; (v) all source and object code, software, algorithms, architecture, structure, display screens, layouts, inventions, and development tools; and (vi) all documentation and media constituting, describing, or relating to the above, including manuals, memoranda, and records, including those listed in Schedule 7.2.

“Inventory” means all supplies, goods, finished goods, materials, raw materials, work in process, perishable inventory, and stock in trade owned by Sellers, whether or not prepaid, and wherever located, held, or owned, including all fresh and frozen foodstuffs, alcoholic and non-alcoholic beverages, disposable paper goods (such as napkins and paper towels), soaps and

detergents, condiments, retail merchandise, replacement and spare parts, fuels and other similar items.

“Law” means any law, statute, regulation, rule, code, constitution, ordinance, treaty, rule of common law, or Order of, or administered or enforced by or on behalf of, any Governmental Authority.

“Leased Real Property” means all of the real property leased or subleased by Sellers in connection with conducting the Business as of the Closing, including the real property locations set forth on Schedule 1.1(c).

“Legal Proceeding” means any judicial, administrative, or arbitral actions, suits, proceedings (public or private), or claims or any proceedings by or before a Governmental Authority and any appeal from any of the foregoing.

“Liability” means any liability, debt, loss, damage, obligation, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action, other claim or loss (including loss of benefit or relief), cost, or expense of any kind or nature whatsoever at Law or in equity or otherwise (whether any of the foregoing are known or unknown, direct or indirect, asserted or unasserted, disclosed or undisclosed, matured or unmatured, due or to become due, accrued or unaccrued, absolute or contingent, conditional or unconditional, disputed or undisputed, liquidated or unliquidated, regardless of when asserted and whether implied, vicarious, derivative, joint, several, secondary or in contract, tort, strict liability, based on successor liability theories or otherwise).

“Lien” means, with respect to any property or asset, any mortgage, lien (statutory or otherwise, including PACA Liens), pledge, security interest, claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal of any kind or nature (whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non-contingent, material or non-material, or known or unknown). For the avoidance of doubt, the definition of Lien will not be deemed to include the grant of any license or sublicense by Sellers of Intellectual Property Rights.

“Management Agreement” means an agreement substantially in the form attached hereto as Exhibit A (with such changes (if any) as are reasonably acceptable to Purchaser and Sellers) and that provides that Purchaser will be responsible for the operating costs associated with operating DRA Locations or performing under Designation Rights Assets and that all economic costs and benefits of operating the DRA Locations accrues to Purchaser.

“Material Adverse Event” means any change, effect, event, fact, circumstance, or development that, individually or in the aggregate, has or reasonably could be expected to have a material adverse effect on the Business, the Designation Rights Assets, the Assumed Liabilities, or the Purchased Assets taken as a whole, excluding any change, effect, event, fact, circumstance, or development to the extent that it results from or arises in connection with: (i) the public announcement, pendency, or consummation of the Transactions; (ii) conditions generally affecting the industries in which Sellers operate unless such changes have a disproportionate effect on the Business, the Designation Rights Assets, or the Purchased Assets; (iii) fluctuations in national or international business, economic, political, or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America; (iv) fluctuations in financial, banking, or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (v) changes in Law or interpretations thereof; (vi) the public announcement of the commencement and pendency of the Bankruptcy Cases; (vii) actions taken by Sellers as required or contemplated by this Agreement; or (viii) any Material Contract.

“Material Contracts” means: (i) all Franchise Agreements; all employment, confidentiality, and/or noncompetition Contracts with employees of Sellers and Contracts with independent contractors or consultants (or similar arrangements) engaged in connection with the Business; (iii) all data protection agreements or related addenda with any third party who processes or stores personally identifiable information related to the Business; (iv) all Contracts under which Sellers lease personal property in connection with the Business; (v) all Contracts with any material supplier of the Business; (vi) all Contracts that provide for payments in excess of \$100,000 over a 12-month period; (vii) all Contracts with any Governmental Authority related to the Business; (viii) all other Contracts that are material to the operation of the Business; all Real Property Leases.

“Non-Assigned Agreement” means any Contract or Real Property Lease that is not, or at any point is excluded from being, an Assigned Agreement or a Designation Rights Asset.

“Order” means any award, decision, decree, order, directive, injunction, ruling, judgment, agreement, or consent that is entered, issued, made, or rendered by any Governmental Authority.

“Ordinary Course of Business” means, with respect to any Person, the ordinary and usual course of normal day-to-day operations of such Person and its business, consistent with its past practice (including with respect to quality, quantity, and frequency).

“Outstanding Expense Statement” means a statement of the following amounts, estimated as of the Closing, and solely to the extent relating to the Business and Purchased Assets: (i) outstanding accounts payable and other ordinary course administrative expenses that have been accrued and not paid by Closing; (ii) all outstanding payroll expected to have been accrued but not paid by Closing; and (iii) any vacation, paid time off, and sick pay anticipated to be required to be paid for terminated employees.

“PACA” means the Perishable Agricultural Commodities Act of 1930.

“PACA Lien” means any Lien or trust established by PACA section 499e or any equivalent applicable state Laws for the benefit of suppliers and sellers of fresh or frozen fruits and vegetables or brined cherries to secure the unpaid purchase price of such perishable agricultural commodities.

“Permits” means licenses (including Alcohol Licenses), permits (including healthcare permits), approvals, certificates of occupancy, authorizations, operating permits, registrations, plans, and the like.

“Permitted Liens” means: (i) Liens that arise under zoning, building codes, land use, and other similar Laws, none of which would materially interfere with the ownership or operation by Purchaser of the Designation Rights Assets or Purchased Assets following the Closing in substantially the manner as owned and operated immediately before the execution of this Agreement; (ii) Liens for Taxes not yet due and payable; and (iii) PACA Liens.

“Person” means an individual, corporation, partnership, limited liability company, association, joint venture, trust, or other entity or organization, including a Governmental Authority.

“Petition Date” means September 11, 2024, the date on which Sellers commenced the Bankruptcy Cases.

“Post-Petition Payables” means all accounts payable of the Business incurred after the Petition Date in the ordinary course of business and that are entitled to priority status under Bankruptcy Code section 503(b) (excluding any fees or expenses incurred by or due to any Debtor, committee, or other estate professional involved in the Bankruptcy Cases).

“Pre-Closing Tax Period” means: (i) any Tax period ending on or before the Closing Date; and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

“Privacy Policy(ies)” has the meaning set forth in Section 7.3(d).

“Privileged Matter(s)” has the meaning set forth in Section 2.2(p).

“Professional Reserve Account” means the account established to reserve funds for “Allowed Professional Expenses” pursuant to the DIP Order, and the funds held in such account by the Debtors for such purpose.

“Property Taxes” means all personal property taxes, real property taxes, and similar *ad valorem* obligations with respect to Purchased Assets for any Tax period, including those which are assessed in locations where taxes are billed in arrears.

“Purchase Price” has the meaning set forth in Section 2.7.

“Purchased Assets” has the meaning set forth in Section 2.1.

“Purchased Contracts” mean all Contracts designated by Purchaser to be assumed and assigned pursuant to Section 2.1(a), each of which will be set forth on Schedule 2.1(a), as finalized in accordance with the terms and conditions of this Agreement. (Any Contract not set forth on either Schedule 2.1(a) or Schedule 7.4(b) constitutes an Excluded Asset.)

“Purchased Real Property Leases” means each unexpired Real Property Lease designated by Purchaser to be assumed and assigned pursuant to Section 2.1(a), each of which will be set forth on Schedule 2.1(a), as finalized in accordance with the terms and conditions of this Agreement. (Any Real Property Lease not set forth on either Schedule 2.1(a) or Schedule 7.4(b) constitutes an Excluded Asset.)

“Purchased Location” means each store, storage unit, office, or other location that is subject to a Real Property Lease that is an Assigned Agreement as set forth on Schedule 2.1(a).

“Real Property Lease” means any lease or sublease of commercial real estate (including all amendments, modifications, or supplements thereto) pursuant to which a Seller occupies any Leased Real Property.

“Recipes” has the meaning set forth in Section 2.1(o).

“Rejection Damage Claims” means Claims arising from or related to the rejection of Contracts under Bankruptcy Code section 365, including any administrative expense Claims arising from the rejection of Contracts previously assumed.

“Sale Order” means a Bankruptcy Court Order that is satisfactory, in form and substance, to Purchaser, in its reasonable discretion, and that has become a Final Order in the Bankruptcy Cases: (i) approving this Agreement; (ii) authorizing the sale of the Purchased Assets to Purchaser

pursuant to Bankruptcy Code section 363; (iii) authorizing the assumption and assignment of the Assigned Agreements pursuant to Bankruptcy Code section 365; and (iv) authorizing all Transactions.

"Sale Transaction Fees" means the allowed fees and expenses incurred through closing payable to Kroll Securities, LLC and Hilco Real Estate LLC in connection with the Transactions contemplated hereby and in accordance with Bankruptcy Court orders approving their retention by Sellers.

"Seller's Knowledge" or any other similar knowledge qualification in this Agreement means all facts actually known by Carl Bachmann or Chris Jones after due inquiry.

"Tax" means: (i) any tax (domestic or foreign), governmental fee, or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person) together with any interest, penalty, or additional amount imposed by any Taxing Authority; and (ii) liability for the payment of any amounts of the type described in clause (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

"Tax Code" means the Internal Revenue Code of 1986 (as it may be amended or modified).

"Taxing Authority" means, with respect to any Tax, the Governmental Authority responsible for imposing such Tax and the agency (if any) charged with collecting such Tax, including any Governmental Authority that imposes, or is charged with collecting, social security or similar charges or premiums.

"Transactions" has the meaning set forth in the Recitals hereto.

"Transfer Taxes" has the meaning set forth in Section 8.2.

"Transferred Employee" has the meaning set forth in Section 9.1(b).

"VDR" means the virtual data room administered by Sellers and their representatives to facilitate the Transactions.

"Warn Act" means the Worker Adjustment and Retraining Notification (WARN) Act (29 U.S.C. § 2100 et seq.) and regulations thereunder (as they may be amended or modified).

"Welfare Claims" has the meaning set forth in Section 9.1(h).

"Workers' Compensation Program" means the program under which the Debtors' provide workers' compensation benefits to their employees.

2.

PURCHASE AND SALE

2.1. Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at Closing, Sellers will sell, transfer, assign, convey, and deliver to Purchaser (or its designated Affiliate or Affiliates), and Purchaser will (or will cause its designated Affiliate or Affiliates to) purchase, acquire, and accept from Sellers, pursuant to and in accordance with the Sale Order, all of Sellers' rights, title, and interests in, to, and under the Purchased Assets. Pursuant to Bankruptcy Code section 363(f), the transfer of the Purchased Assets will be free and clear of any and all Liens (including Liens granted during the Bankruptcy Cases but excluding Permitted Liens), Claims, and interests, whether arising before or subsequent to the Petition Date. "**Purchased Assets**" means all or substantially all of Sellers' assets used or held for use in the Business (other than the Excluded Assets), including the assets set forth as follows, in each case solely to the extent used or held for use in the Business:

a) all rights of Sellers under the Purchased Contracts and Purchased Real Property Leases (the "**Assigned Agreement(s)**");

b) all store level cash in cash registers, safes, strongboxes, and lock boxes at each Purchased Location and DRA Location and all accounts at banks or other financial institutions that are listed on Schedule 2.1(b); minus the remaining cash in such accounts listed on Schedule 2.1(b) as of the Closing Date, which Sellers will sweep on the Closing Date to first fund the DIP Budget then return the unused cash to the DIP Lender (collectively, "**Cash**");

c) all Accounts Receivable;

d) all Inventory other than alcoholic beverage inventories in jurisdictions where the Law does not permit Purchaser to take title to alcoholic beverages until it obtains the requisite Alcohol License Approvals or other authorization from the relevant Governmental Authority; *provided that* Sellers will transfer, assign, convey, and deliver to Purchaser such alcoholic beverage inventories in each instance upon issuance of the relevant Alcohol License Approval or other authorization from the relevant Governmental Authority (whichever occurs first);

e) all tangible personal property, including all machinery, tools, point of sale systems, computers, rights to any software used in any computer equipment (to the extent transferable), mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, equipment (including cooking and storage equipment), cutlery, office supplies, marketing materials, production supplies, merchandise, other miscellaneous supplies, and other tangible personal property of any kind owned by Sellers (including any of the foregoing property that is subject to a capital lease, but only to the extent that Purchaser acquires such capital lease as an Assigned Agreement);

f) all merchandise and other personal property used in the operations of the Business;

g) all claims related to the Purchased Assets (including property claims) under insurance policies, the Assumed Liabilities, or operation of the Business; to the extent set forth in Section 7.6(a), all rights and proceeds of any Condemnation proceeding affecting the Purchased Assets; and all guarantees, representations, warranties, and indemnities and proceeds thereof, and related rights against third parties, arising with respect to the Purchased Assets or any Assumed Liabilities or associated with the operation of the Business;

h) [reserved];

i) all Permits relating to Purchased Locations or required for Sellers to conduct business as currently conducted or for the ownership, operation, use, maintenance, or repair of any of the Purchased Assets (in each case to the extent transferable without the consent of any Governmental Authority and regardless of the length of the process necessary to effect such a transfer, unless the Bankruptcy Court orders the transfer of such Permit), including those set forth on Schedule 2.1(i);

j) all Intellectual Property Rights, as well as all indoor and outdoor signage, advertising, promotional materials, decor, pieces, accents, artwork, and decorations;

k) [reserved];

l) (i) all security deposits held by lessors under Real Property Leases that constitute Assigned Agreements; (ii) all deposits held by parties to Contracts that constitute Assigned Agreements; and (iv) all deposits held by Sellers relating to prepaid, unearned catering sales;

m) all Improvements other than Improvements that relate specifically to a restaurant or real property that is not a Purchased Location or DRA Location;

n) all rights to the telephone and facsimile numbers, email addresses, URLs, and social media accounts used by Sellers other than telephone and facsimile numbers that relate exclusively to a restaurant or real property that is not a Purchased Location or DRA Location;

o) all of Sellers' recipes; methods; procedures; cooking/preparation/mixing publications; guidelines or standards; knowhow; ingredient lists; menus; price lists; nutritional, health, or dietary information; publications or disclosures; and promotional or informational materials, in each case whether related to food, beverages (whether alcoholic or non-alcoholic), or otherwise (in each case, written or oral or in any other form whatsoever) (collectively, "**Recipes**");

p) all books, records, files, and papers of Sellers relating to the Business, the Purchased Assets, the Assumed Liabilities, or the Transferred Employees, including Tax records

and Tax returns, equipment logs, operating guides and manuals, creative materials, advertising materials, promotional materials, studies, reports, correspondence, financial and accounting records, and similar documents and records (all in the state in which such records and information currently exist); *provided that* Sellers are entitled to retain copies of such books, records, files, and papers; and provided that in no event shall Purchaser be entitled to the information of any other business of any Seller.

q) except for Excluded Assets set forth in Section 2.2, all General Intangibles associated with the Business;

r) all rights under non-disclosure, confidentiality, non-compete, or non-solicitation agreements with employees and agents of any Seller or with third parties;

s) except for Excluded Assets set forth in Section 2.2, all other assets related specifically to a Purchased Location or a DRA Location;

t) other than counterclaims and defenses related to Excluded Assets and any proceeds thereof, all Avoidance Actions, claims, commercial tort claims, causes of action, lawsuits, judgments, privileges, counterclaims, defenses, rights of recovery, rights of set-off and recoupment, rights of subrogation, and all other rights of any kind of Sellers arising under any provision of the Bankruptcy Code, applicable state law, or otherwise, whether asserted or unasserted, and the proceeds of any of the foregoing, in each case solely to the extent relating to ongoing vendors or service providers of the Business as of the Closing or any Designation Rights Assets that become Purchased Assets following the Closing; *provided that* Sellers shall retain and may assert against any such Person all such claims solely as a defense against and offset to any claim filed against Sellers or their estates; *provided further that*, for any such ongoing vendors or service providers pursuant to Designations Rights Assets that ultimately do not become Purchased Assets, the aforementioned rights and claims shall revert to Sellers;

u) any Assumed Benefit Plan (and including all pre-payments, deposits, and refunds thereunder and any assets, trusts, or insurance policies maintained pursuant thereto or in connection therewith); and

v) All claims and causes of action against TREW and its Affiliates without limitation; *provided further* that except with respect to Assumed Liabilities and Permitted Liens, all persons and entities holding Claims against the Sellers or claims against or liens on any portion of the Purchased Assets, are forever barred and estopped from asserting against Purchaser or its successors or assigns (including without limitation its designees), their property, or the Purchased Assets such persons' or entities' claims against Sellers or claims or liens in and to the Purchased Assets.

2.2. Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the Purchased Assets will not include any assets, properties, or rights not identified in Section 2.1, including the following (the "**Excluded Assets**"):

a) any assets, properties, Permits, or other rights owned by those entities listed on Schedule 2.2(a) or otherwise used or held for use in the Excluded Business, and any Permits used or held for use in a store location that at Closing is not a Purchased Location or a DRA Location;

b) all bank accounts listed on Schedule 2.2(b), undeposited checks, funds-in-transit, securities (including short-term marketable securities), and similar cash items or property interests (to the extent not considered Cash as defined in Section 2.1(b), including all prepayments made to or for food vendors, landlords, and utilities;

c) security deposits and all credits, prepaid expenses, deferred charges, advance payments, or refunds to the extent not related to a Purchased Asset, which, for the avoidance of doubt, includes unearned or refunded insurance policy premiums, utility escrow and deposits made post-petition for the purpose of bankruptcy adequate protection,

d) all retainers paid to any professional firms before or during these Bankruptcy Cases and the Professional Reserve Account and the funds therein;

e) all of Sellers' claims against statutory or non-statutory Insiders, including but not limited to all claims against directors and officers under any theory, and all directors and officers liability (D&O) insurance policies;

f) all of Sellers' claims against any Affiliates who are not Sellers (including any Debtor who is not a Seller) or any statutory or non-statutory Insider of such Affiliate;

g) all claims against CP7 Warming Bag, L.P.; (ii) all claims arising under any directors and officers liability (D&O) insurance policies related to, or arising in connection with, any action, inaction, or conduct of CP7 Warming Bag, L.P.; and (iii) any claims or rights to payments with respect to the Visa/Mastercard class action settlements, including those in connection with the actions *Mackmin v. Visa Inc.*, D.D.C., No. 1:11-cv-01831, and *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, E.D.N.Y., MDL 1720(MKB)(JO); *In re Pork Antitrust Litigation*, No. 18-cv-01776 (JRT/HB) (D. Minn.); *In re EMV/Chip Fraud Liability Shift Antitrust Litigation (B & R Supermarket, Inc. et al. v. Visa Inc., et al.)*, 17-cv-02738 (EDNY); *In re Broiler Chicken Antitrust Litigation*, Civil No. 1:15-cv-08637 (N.D. Ill.), *Maplevale Farms, Inc. et al. v. Koch Foods, Inc. et al*, *Haff Poultry, Inc et al. v. Koch Foods, Inc. et al.*, 4:18-cv-00030 (N.D. NC).

h) Sellers' corporate seals, stock record books, minute books, and organizational documents;

i) all Non-Assigned Agreements;

j) all Sellers's rights arising under this Agreement or in connection with the Transactions and any related consideration;

k) all of the following documents prepared or received by or on behalf of Sellers, in each case, relating to the Purchased Assets or the Transactions contemplated herein: (i) lists of prospective buyers; (ii) offers, bids or proposals submitted by any prospective buyer; (iii) analyses of any offers, bids or proposals submitted by any prospective buyer; (iv) correspondence between, among, or on behalf of Sellers and any prospective buyer other than Purchaser; and (v) correspondence between Sellers or any of their respective representatives with respect to any offers, bids or prospective buyers or transactions; and any prepayments, good faith and other bid deposits submitted by any third party in pursuit of any transaction with Sellers;

l) any shares of stock or other equity interests in any of Sellers or any Person;

m) all books, records, files, and papers of Sellers not included in Section 2.1(p);

n) all Contracts that are not Purchased Contracts or Purchased Real Property Leases;

o) all assets listed Schedule 2.2(j);

p) any information, documents, or materials of any kind that are (i) subject to attorney-client privilege, attorney-client work product, or similar privileges (including, for the avoidance of doubt, any of the foregoing that relate to the negotiation of this Agreement or the preparation for the filing of the Bankruptcy Cases) (collectively, “**Privileged Matters**”), or (ii) subject to third party privacy rights or confidentiality agreements that preclude their transfer;

q) any Action, claim, right, award, recovery, indemnity, warranty, right to insurance proceeds, refund, reimbursement, audit right, duty, obligation, liability or other intangible right in favor of or owed to Seller to the extent related to any Excluded Asset or Excluded Liability;

r) deferred assets, refunds, credits, or overpayments and similar cash items of Sellers, including all Tax credits and rights arising from any refunds due from Governmental Authorities with respect to Taxes); and

s) all Benefit Plans other than the Assumed Benefit Plans and any assets related thereto.

2.3. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective on the Closing Date, to assume, pay, perform, and discharge, promptly when payment or performance is due or required, only the following liabilities and obligations of Sellers or the Business (the “**Assumed Liabilities**”):

a) all liabilities and obligations of Sellers related to or arising under Permits relating to Purchased Locations to the extent related to events, circumstances, and conditions arising after the Closing and to be performed solely after the Closing;

b) all liabilities and obligations of Sellers related to or arising under the Assigned Agreements;

c) liabilities expressly assumed by Purchaser pursuant to Section 9, solely (i) to the extent incurred after the Closing and related to the employment, engagement, or services of any Transferred Employee, and (ii) with respect to accrued but unused vacation days or other paid time off for Transferred Employees, to be used in accordance with Purchaser's corresponding vacation or paid time off policy;

d) all ordinary course, post-petition obligations for operating expenses outstanding as of the Closing and entitled to priority status under Bankruptcy Code section 503(b), *provided that* such obligations arise as a result of Sellers operating the Business in the normal course and (i) are consistent with the DIP Budget, and it being understood that such obligations do not include any fees or expenses due to any estate or other professionals retained in the Bankruptcy Case, including fees and expenses of any creditors' committee; or (ii) are for postpetition "stub rent" for the month of September 2024 for any Purchased Location or DRA Location;

e) Sellers' obligations with respect to gift cards issued for the use of Sellers' customers for dining or making purchases at Sellers' restaurant locations and obligations under Seller customer loyalty programs that incentivize customers to return to Sellers' restaurants by providing coupons and/or discounts;

f) all Sale Transaction Fees;

g) all ordinary course salary, wages, commissions or similar compensation, benefits, and expense reimbursements owed to non-Transferred Employees that are entitled to priority status under Section 503(b) and that were accrued but unpaid as of the Closing Date; as set forth in Sections 88.2 and 8.3, all Transfer Taxes and Property Taxes that are attributable to the Purchased Assets;

h) any Liabilities under each Assumed Benefit Plan, solely to the extent incurred after the Closing Date; and

i) all liabilities with respect to accrued, unpaid sales and payroll taxes arising in connection with Sellers' postpetition operations of the Business.

2.4. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming any other Claim against or Liability of Sellers of whatever nature, whether presently in existence or arising hereafter. All such Claims and Liabilities that are not Assumed Liabilities (the "**Excluded Liabilities**") will be retained by and remain the sole Liabilities of Sellers, including the following:

- a) all Liabilities of Sellers of every kind, except Assumed Liabilities and obligations arising under the Management Agreement, whether secured, priority, administrative, or unsecured and whether accrued before, on, or after the Petition Date;
- b) all Liabilities of Sellers under any Non-Assigned Agreement whether accruing before, at, or after the Closing Date except as otherwise expressly set forth in Section 2.3 or the Management Agreement;
- c) except as set forth in Section 2.3(h) or Section 2.3(i), (i) all Tax Liabilities of Sellers or their respective Affiliates for any taxable period, and (ii) all Tax Liabilities relating to the Purchased Assets or the Business attributable to a Pre-Closing Tax Period;
- d) all Liabilities of Sellers relating to or arising under: (i) any cause of action under the WARN Act by any past or present Employee or other service provider (whether or not a Transferred Employee) in connection with such Employee's employment with or such service provider's services to any Seller (or any other "employment loss" or similar action identified in the WARN Act) or Sellers compliance with, or any violations or alleged violations, of the WARN Act; and (ii) any valid contract, policy, practice, or statute that provides to Terminated Employees a severance payment, separation pay, change of control payment or benefit, retention payment, or any other payment or benefit arising in connection with the termination of such Employee's employment by or such service provider's services to any Seller (whether occurring or arising before, upon or after the Closing Date).
- e) other than as provided in Section 9, any and all employee Liabilities, including all Liabilities arising before the Closing Date under the Employee Benefit Plans or relating to payroll, workers' compensation, unemployment benefits, pension benefits, or benefits of any kind for Seller's employees or former employees or both);
- f) all Liabilities relating to or arising from Rejection Damage Claims;
- g) any tort Liabilities of any Seller;
- h) all Liabilities relating to, or arising from, the CARES Act, including any obligation with respect to deferred payroll Taxes under the Cares Act;
- i) all environmental liabilities relating to, resulting from, caused by or arising out of ownership, operation, or control of the Business, to the extent accruing, arising out of, or relating to events, occurrences, acts, or omissions occurring or existing before the Closing Date;
- j) all Actions against each Seller, any of their respective assets, the Business and any of their past or present operations or activities (except to the extent (and only to such extent that) such Actions relate to an Assumed Liability); and

k) except for Post-Petition Payables, all accounts payable of any Seller; *provided that* the foregoing will not limit any cure obligation of Purchaser under any Assumed Contract.

2.5. Unmatured, Unliquidated, Contingent, and Disputed Liabilities. Nothing contained in this Agreement requires Purchaser to pay or discharge any Assumed Liabilities (i) before such Assumed Liabilities becoming due and payable in accordance with the underlying terms of any Assigned Agreement giving rise to or governing such Assumed Liabilities or (ii) so long as Purchaser, in good faith, contests the amount or validity thereof. The parties hereto acknowledge and agree that the disclosure of any obligation or other Liability on any schedule to this Agreement or the other Transaction Documents does not create an Assumed Liability or liability of Purchaser, except where such disclosed Liability has been expressly assumed by Purchaser as an Assumed Liability in accordance with the provisions of Section 2.3.

2.6. Assumption/Assignment of Contracts and Rights. Schedule 2.6 identifies all Material Contracts.¹ To the maximum extent permitted by the Bankruptcy Code, the Assigned Agreements will be assumed by Sellers and assigned to Purchaser at the Closing pursuant to Bankruptcy Code section 365. Purchaser will be solely responsible for paying any Allowed Cure Costs due in connection with the assumption and assignment of the Assigned Agreements. Notwithstanding any other provision of this Agreement to the contrary, this Agreement constitutes an agreement to assign all Assigned Agreements and rights thereunder to Purchaser unless a third-party objects to the assignment and it is determined by the Bankruptcy Court that Sellers are incapable as a matter of law of assigning that particular Contract or Real Property Lease.

2.7. Purchase Price. The aggregate consideration (the “**Purchase Price**”) for the sale, transfer, assignment, conveyance, and delivery of Sellers’ rights, titles, and interests in, to, and under the Purchased Assets consists of:

- a) A credit bid in the amount of **\$44,000,000.00** to be applied in accordance with Paragraph 9 of the Sale Order; and
- b) the assumption by Purchaser of the Assumed Liabilities.

2.8. Allocation of Purchase Price. Purchaser and Sellers agree that the Purchase Price, Assumed Liabilities, and other relevant items will be allocated in accordance with Section 1060 of the Tax Code and the regulations thereunder and Schedule 2.9 hereof (such schedule to be determined jointly by Purchaser and Sellers before Closing). Purchaser and Sellers agree promptly to provide the other with any additional information required to complete Schedule

¹ NTD: To be identified by Purchaser.

2.9. Such allocation will be binding on Purchaser and Sellers for all purposes, including the reporting of gain or loss and determination of basis for income tax purposes, and each of the Parties hereto agrees that it will file a statement (on IRS Form 8594 or other applicable form) setting forth such allocation with its federal and applicable state income Tax returns and will also file such further information or take such further actions as may be necessary to comply with the Treasury Regulations that have been promulgated pursuant to Section 1060 of the Tax Code and similar applicable state Laws and regulations.

2.9. Closing. The closing (the “**Closing**”) of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities under this Agreement will take place at the offices of Raines Feldman Littrell LLP, 1900 Avenue of the Stars, 19th Floor, Los Angeles, CA (or remotely via the electronic or other exchange of documents and signature pages), on a date designated by Sellers no later than two (2) Business Days after satisfaction of the conditions set forth in Section 10 or, if permissible, waived in writing by the Parties (other than those requiring a delivery, or the taking of other action, at the Closing, but subject to the satisfaction or waiver of those conditions), or at such other time or place as Purchaser and Sellers may agree; *provided that* the Closing must occur on or before **November 8, 2024**.

2.10. Deliveries by Sellers. At the Closing, Sellers will deliver or cause to be delivered to Purchaser (unless delivered previously) the following:

- a) a Bill of Sale, Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit B** (the “**Assignment and Assumption Agreement**”), duly executed by Sellers;
- b) a duly executed assignment agreement or agreements transferring the Intellectual Property Rights to Purchaser, in form and substance reasonably satisfactory to Purchaser;
- c) a certificate executed by an executive officer of each Seller to the effect that all of the conditions to closing set forth in Sections 10.1 and 10.3 have been fulfilled;
- d) the Management Agreement duly executed by Sellers;
- e) lists of all social media accounts, usernames, and passwords and all other related documents, instruments, information, and writings reasonably requested by Purchaser to be delivered by Sellers at or before the Closing pursuant to this Agreement to ensure that Purchaser has complete possession and control over all social media accounts as of the Closing;
- f) an Outstanding Expense Statement in form and substance reasonably satisfactory to Purchaser; and

g) all other documents, instruments, and writings reasonably requested by Purchaser to be delivered by Seller at or before the Closing pursuant to this Agreement or necessary to consummate the Transactions, including all documentation reasonably necessary to effectuate the assumption of the Assumed Benefit Plans (if any) by Purchaser.

2.11. Deliveries by Purchaser. At Closing, Purchaser will deliver or cause to be delivered to Sellers (unless previously delivered) the following:

- a) the Assignment and Assumption Agreement, duly executed by Purchaser;
- b) the Management Agreement duly executed by Purchaser; and
- c) all other documents, instruments, and writings reasonably requested by Sellers to be delivered by Purchaser at or before the Closing pursuant to this Agreement.

2.12. PACA Liens. To the extent not otherwise assumed or satisfied as Allowed Cure Costs, Purchaser will be obligated to pay, satisfy, and discharge any and all PACA Liens with respect to the Purchased Assets that are outstanding as of the Closing as and when due in accordance with the applicable terms.

2.13. Bulk Sales Laws. Purchaser hereby waives compliance by Sellers with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

3.

REPRESENTATIONS AND WARRANTIES OF SELLERS

3. **Representations and Warranties of Sellers.** Subject to the terms, conditions, and limitations set forth in this Agreement, Sellers jointly and severally represent and warrant to Purchaser as of the date of this Agreement as follows:

3.1. Organization. Sellers are duly organized, validly existing, and in good standing under the laws of the state of their organization and have all necessary power and authority to own and operate the Lease Real Property and to carry on the Business as it is now being conducted. Subject to entry of the Sale Order, Sellers have all requisite power and authority to enter into this Agreement and carry out the Transactions contemplated by this Agreement and all agreements, documents, and instruments executed and delivered pursuant to or in accordance with this Agreement (collectively, "**Transaction Documents**").

3.2. Authorization, Execution, and Delivery. The execution, delivery, and performance of this Agreement and the Transaction Documents by Sellers and the transfer or assignment of

the Purchased Assets to Purchaser has been duly and validly authorized and approved by all necessary action. Subject to obtaining the Sale Order, Sellers have full power, right, and authority to sell and convey to Purchaser the Purchased Assets, and Sellers need not make or obtain further consents in connection with the execution and delivery of this Agreement or their consummation of the Transactions contemplated by this Agreement. Upon the entry of the Sale Order, this Agreement is, and this Agreement and each of the Transaction Documents when so executed and delivered will be, a valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms.

3.3. Litigation, Claims, and Legal Proceedings. Other than the Bankruptcy Cases or as may be disclosed in Sellers' schedules of assets and liabilities filed in the Bankruptcy Cases (the "**Bankruptcy Schedules**"), there is no outstanding judgment, order, writ, injunction, decree, or award of any court, arbitrator, or Governmental Authority against Sellers or any shareholder, director, or officer thereof, and there is no complaint, litigation, arbitration, investigation, or other proceeding of or before any court, arbitrator, or Governmental Authority pending, or threatened, against Sellers, the Designation Rights Assets, or the Purchased Assets, taken as a whole, if adversely determined, that could reasonably be expected to result in Sellers' inability to perform their obligations under this Agreement and each of the Transaction Documents.

3.4. Licenses and Permits. To Sellers' Knowledge, the Bankruptcy Schedules and VDR contain a listing of all licenses and permits that Sellers use to operate the Business as currently being conducted.

3.5. Compliance with Governing Law. To Seller's Knowledge: (i) no Seller is in violation of any Law applicable to the Designation Rights Assets or the Purchased Assets or the conduct of the Business, except for violations that would not reasonably be expected to have a Material Adverse Event; and (ii) Sellers are in material compliance with all applicable Laws with respect to the sale of beer and other alcoholic beverages and have the right to sell beer and other alcoholic beverages at retail for consumption within each of the Purchased Locations, subject to and in accordance with all applicable provisions of the Alcohol Licenses.

3.6. Sufficiency of and Title to the Purchased Assets. To Sellers' Knowledge, the items identified in the Bankruptcy Schedules are all of the real and personal property owned by Sellers as of the Petition Date.

3.7. Brokerage Fees. Except for the Sale Transaction Fees, there are no claims for brokerage commissions, finders' fees, or similar compensation in connection with the Transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Sellers that are or may be enforceable against Purchaser.

3.8. Gift Cards. To Sellers' Knowledge, Sellers' aggregate deferred gift card revenue liability is reflected on Sellers' books as of the Petition Date in the total amount of not more than \$465,000, which amount equals Sellers' total deferred revenue liability with respect to gift card sales net of (a) actual gift card redemptions and (b) breakage revenue recognized by Sellers with respect to gift card sales (excluding any escheatment claims), and is recorded in accordance with GAAP consistently applied.

3.9. Accuracy of Schedules. To Sellers' Knowledge, all Schedules annexed to this Agreement are true, complete, and accurate, and no Schedule omits any material fact necessary to make the same, in light of the circumstances, not misleading.

4.

REPRESENTATIONS AND WARRANTIES OF PURCHASER

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Sellers as follows:

4.1 Organization. Purchaser is duly organized, validly existing, and in good standing under the laws of the state of its organization and has all necessary power and authority to own and operate the Lease Real Property and to carry on the Business as it is now being conducted. Purchaser has all requisite power and authority to enter into this Agreement and carry out the Transactions contemplated by this Agreement and all agreements, documents, and instruments executed and delivered pursuant to or in accordance with this Agreement.

4.2 Authorization, Execution, and Delivery. All necessary consents and approvals, including necessary consents and approvals from Governmental Authority, have been obtained by Purchaser for the execution and delivery of this Agreement. The execution, delivery, and performance of this Agreement and Transaction Documents in accordance with their terms by Purchaser have been duly and validly authorized and approved by all necessary action. This Agreement is, and each of the other Transaction Documents when so executed and delivered will be, a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

4.3 Litigation and Legal Proceedings. There is no outstanding judgment, order, writ, injunction, decree, or award of any court, arbitrator, or Governmental Authority against Purchaser, and there is no complaint, litigation, arbitration, investigation, or other proceeding of or before any court, arbitrator, or Governmental Authority pending or threatened against Purchaser or its assets that individually or in the aggregate, if adversely determined, could

reasonably result in Purchaser's inability to perform its obligations under this Agreement and each of the Transaction Documents

4.4 Financing. Purchaser has, and on the Closing Date will have, sufficient funds available to consummate the Transactions contemplated by this Agreement, including the timely satisfaction of the Assumed Liabilities.

4.5 Brokerage Fees. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Purchaser that are or may be enforceable against Sellers or the Purchase Price.

4.6 "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 4, THE CONSENT OF A PARTY TO THE CLOSING WILL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, AND FOLLOWING CLOSING SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PURCHASED ASSETS, THE PHYSICAL CONDITION OF ANY PROPERTY COMPRISING A PART OF THE PURCHASED ASSETS OR THAT IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OF OR ANY OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY, OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PURCHASED ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 4, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, PURCHASER

WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

4.7 Privileged Matters. Purchaser acknowledges and agrees that any transfer, conveyance, disclosure, or delivery (including on any computer servers included in the Purchased Assets) of any Privileged Matter is entirely inadvertent and unintentional and will neither be construed as, nor constitute, a waiver, modification, limitation, or impairment of the privileged or protected nature of such Privileged Matter, and any Privileged Matter inadvertently held by Purchaser will, at the request of Sellers, be transferred to Sellers.

5.

COVENANTS OF SELLERS

5. **Covenants of Sellers.** Sellers agree that:

5.1 Conduct of the Business. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 11 or the Closing Date, except: (i) as disclosed on Schedule 5.1(a), (ii) as may be required by the Bankruptcy Court, (iii) for consequences resulting from the continuation of the Bankruptcy Cases, or (iv) as may be required or contemplated by this Agreement, Sellers will conduct the Business and maintain the Designation Rights Assets and Purchased Assets in the ordinary course and use their commercially reasonable efforts to preserve intact the Designation Rights Assets and Purchased Assets (and all goodwill relating thereto) and all respective relationships with customers, vendors, creditors, employees, landlords, agents, and others having business relationships with them. Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing, except as otherwise contemplated by this Agreement or as Purchaser otherwise consents in writing, Sellers will do the following:

- a) pay all post-petition bills and invoices for post-petition goods or services promptly when due;
- b) pay all post-petition Property Taxes and Transfer Taxes, make all applicable filings and reports, and file all Tax returns, as provided by applicable law, promptly when due;
- c) notify Purchaser of any material adverse change in its condition (financial or otherwise), business, properties, Material Contracts, assets, or liabilities or of the commencement of or any material development or disposition with respect to any material complaints, investigations, or hearings (or any written threats thereof) by a Governmental Authority or any Person;

d) maintain in the ordinary course customary amounts of Inventory and cash, cash equivalents, and similar cash items at the location of each DRA Location and Purchased Location in cash registers, safes, strongboxes, and lock boxes consistent with past practice;

e) use their commercially reasonable efforts to keep and maintain possession of and compliance with the terms of all Permits (including Alcohol Licenses and health or healthcare permits) necessary or required by Law to own, lease, and operate their properties (including the DRA Locations and the Purchased Locations) and to carry on the Business or that are material to the operation of the Business, the Designation Rights Assets, or the Purchased Assets, including by taking all actions and submitting all payments, applications, and filings necessary to renew any such Permit due to expire at any time before the Closing Date (or through the Designation Rights Term);

f) maintain insurance coverage with financially responsible insurance companies substantially similar in all material respects to the insurance coverage maintained by the Business and Sellers as of the Petition Date; and

g) maintain its gift card programs in the ordinary course of business and offer gift cards for sale without discount and consistent with past practice.

5.2 Certain Restricted Conduct. Except as set forth on Schedule 5.2 and except as otherwise set forth in this Agreement or as Purchaser otherwise consents in advance in writing, during the period from the date of this Agreement through the Designation Rights Term, Sellers will not with respect to the Designation Rights Assets or the Purchased Assets:

(a) sell, lease, license, transfer, or dispose of other than in the ordinary course of business any of the Designation Rights Assets or the Purchased Assets;

(b) authorize or enter into any Contract, arrangement, or commitment other than a Contract that is both: (i) in the ordinary course of business; and (ii) not a Contract that would constitute a Material Contract if it were effective as of the date of this Agreement;

(c) dispose of or permit to lapse any rights in, to, or for the use of any material Intellectual Property Right or Material Contract;

(d) other than in the ordinary course, authorize, undertake, make, or enter into any commitments obligating Sellers to: (i) make or accelerate any capital expenditures; or (ii) undertake to approve any material renovation or rehabilitation of any Leased Real Property;

(e) except for increases in annual compensation of no more than \$5,000 per non-executive employee of Sellers or as required by applicable Law or existing Contract: (i) increase any compensation or enter into or amend any employment or other agreement with any of its officers, directors, or employees; (ii) adopt any new Employee Benefit Plan or amend or terminate or increase the benefits under any existing Employee Benefit Plan, except for changes that are required by Law and changes that are not more favorable to participants than

provisions presently in effect; (iii) hire any employee or individual independent contractor with annual compensation in excess of \$100,000 (except to the extent such hire is in replacement of an existing employee with comparable compensation) or enter into any new employment or severance agreements that would result in post-termination payments that in the aggregate would exceed \$5,000 becoming due or payable upon termination of employment or of the individual independent contractor; or (iv) assume or enter into any labor or collective bargaining agreement relating to the Business, any employee, or any Designation Rights Asset or Purchased Asset;

(f) take any action that would constitute or result in an event of default under the DIP order or any debtor-in-possession financing facility agreement, cash collateral agreement, or related Order;

(g) permit, offer, agree, or commit to permit (in writing or otherwise) any of the Designation Rights Assets or the Purchased Assets to become subject, directly or indirectly, to any Lien, except for Permitted Liens, Liens existing on the date of this Agreement, and Liens granted before the Closing in connection with the DIP Order or any debtor-in-possession financing facility agreement, cash collateral agreement, or related Order;

(h) do any other act that would, to Sellers' Knowledge, cause any representation or warranty of Sellers in this Agreement to be or become untrue in any material respect or intentionally omit to take any action necessary to prevent any such representation or warranty from being untrue in any material respect; or

(i) authorize or enter into any Contract, agreement, or commitment with respect to any of the matters set forth in the foregoing Sections 5.2(a)-(g).

(j) Neither Sellers nor any of their Affiliates will except pursuant to the DIP Order or any other Order approving debtor-in-possession financing or governing the use of cash collateral entered by the Bankruptcy Court in the Bankruptcy Cases, voluntarily, by operation of law, or otherwise, renew, assign, transfer, sublease, mortgage, pledge, hypothecate, or otherwise encumber any Real Property Lease or the leasehold estate constituting a portion of the Business upon which Purchaser, Sellers, or an Affiliate of either has any continuing financial or other obligation (contingent or otherwise) except for Permitted Liens

(k) Neither Sellers nor any of their Affiliates will: (i) terminate, amend, extend, renew, modify, breach, waive, or allow any rights to lapse under any Real Property Lease; or (ii) suffer any person other than Sellers and their employees, agents, servants, and invitees to occupy or use the premises or any portion thereof without Purchaser's express written consent, which consent will not be unreasonably withheld; *provided that* if Sellers request such consent from Purchaser, the request must be submitted to Purchaser in writing at least three Business Days in advance of the date on which Sellers desire to make such event occur and must specify the terms of the renewal, including the identity of any proposed assignee or sub-lessee, the duration of the desired sublease or renewal, the date same is to occur, the exact location of the space affected thereby, and the proposed rentals on a square foot basis chargeable thereunder.

(l) Neither Sellers nor any of their Affiliates will terminate, amend, extend, renew, modify, breach, waive, or allow any rights to lapse under any Material Contract (except to the extent such Material Contract expires by its own terms).

5.3 Access to Information. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 11.1 or the Closing Date Sellers will, and will cause their officers, employees, and other agents to, reasonably afford access to Purchaser and its offices, employees, counsel, accountants, and other representatives (at reasonable times during normal business hours) for the purposes of evaluating the Business and all corporate offices, restaurants, warehouses, and other facilities, properties, books, accounts, records, and documents of, or relating to, the Business. All access to the officers, employees, properties, restaurants, books, accounts, records, or documents of the Business will be arranged on behalf of Sellers by Sellers' Chief Restructuring Officer or his agents and representatives. Sellers will use commercially reasonable efforts to assist Purchaser in its contacts with any counterparty to any Assigned Agreement or Designation Rights Asset. Sellers will cause their personnel and representatives to cooperate with Purchaser and its representatives, accountants, and counsel in connection with Purchaser's investigation.

5.4 Alcohol License Approvals. Schedule 5.4 sets forth a complete and correct list as of the date of this Agreement of all Alcohol Licenses, including the Person in whose name such license is issued, date of issuance, and renewal date. Sellers will reasonably cooperate with Purchaser in connection with Purchaser's filings with any Governmental Authority or third party with respect to any of the Alcohol Licenses and obtaining the necessary consents and approvals pertaining to transfer or issuance of the Alcohol Licenses to Purchaser ("**Alcohol License Approvals**"), including by entering into the Management Agreement and, if reasonably requested by Purchaser, initiating or participating in such Legal Proceedings as are reasonably requested by Purchaser to obtain such Alcohol License Approvals.

5.5 Notices of Certain Events. Sellers will promptly notify Purchaser of and deliver copies to Purchaser of:

(a) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transactions;

(b) any material written communication from any Governmental Authority in connection with or relating to the Transactions, including with respect to Alcohol License Approvals and any Condemnation event affecting any of the Purchased Locations;

(c) the commencement of any actions, suits, investigations, or proceedings relating to Sellers or the Business that, if pending on the date of this Agreement, would have

been required to have been disclosed pursuant to Section 3 hereof or that would cause any representation or warranty of Sellers in this Agreement to be or become untrue in any material respect.

5.6 Change of Sellers' Names. As soon as practicable, but no later than 15 days after the Closing, Sellers will change their names to names that do not include the word "Anthony's" and will file documentation of the name change with the applicable Secretary of State (or equivalent) of each Sellers' jurisdiction of formation and in each State in which Sellers are qualified to do business.

5.7 Compliance with Privacy Policies Laws. Sellers will not transfer, sell, or convey any personally identifiable information ("PII") of Connecticut and Virginia residents for any Person who, in compliance with the Connecticut Data Privacy Act ("CDPA") or the Virginia Consumer Data Protection Act ("VCDPA"), has (i) opted out of the sale, transfer, or conveyance of such personal information, or (ii) previously requested that Sellers delete such personal information (subject to exceptions under the CDPA or VCDPA or other applicable Law). Likewise, Sellers have complied and are in compliance as of the Closing with the CAN-SPAM Act, including honoring requests by any Person who, in compliance with the CAN-SPAM Act, has opted out of marketing messages. Sellers utilize Paytronix to comply with the CAN-SPAM Act, and, to Sellers' Knowledge, upon assuming Seller's contract with Paytronix, Purchaser will have continuing access to all information maintained by Paytronix to confirm and continue the Business' compliance with the CAN-SPAM Act.

6.

COVENANTS OF PURCHASER

6. Covenants of Purchaser. Purchaser agrees that:

6.1 Access. On and after the Closing Date, upon reasonable advance notice, Purchaser will promptly afford to Sellers and their counsel, advisors, and other agents reasonable access during normal business hours to Purchaser's books and records solely relating to the Designation Rights Assets and the Purchased Assets and only to the extent necessary: (i) for financial reporting and accounting matters; (ii) for the preparation and filing of any Tax returns, reports, or forms; (iii) for the defense of any Tax audit, claim, or assessment; (iv) for the reconciliation of Claims in the Bankruptcy Cases; (v) to permit Sellers to determine any matter relating to their rights and obligations hereunder; (vi) for any other reasonable business purpose related to the Excluded Assets or Excluded Liabilities; or (vii) in connection with addressing any other issues arising in connection with or relating to the Bankruptcy Cases; *provided that* any such access by Sellers will not unreasonably interfere with the conduct of the business of Purchaser. Unless disclosure is compelled by judicial or administrative process or by other requirements of Law, Purchaser will

hold in confidence, and will use its commercially reasonable efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors, and agents to hold in confidence, all confidential documents and information concerning Sellers or the Business provided to it pursuant to this Agreement.

6.2 Sale Transaction Fees. Notwithstanding anything herein to the contrary, Purchaser shall pay and satisfy all Sale Transaction Fees allowed by the Bankruptcy Court and due and payable by Sellers to the extent that any such amounts have not been provided for or previously-funded under the DIP Budget.

6.3 Personally Identifiable Information. Purchaser acknowledges that the Designation Rights Assets and the Purchased Assets include PII within the meaning of Bankruptcy Code section 363(b), along with associated personal information about Sellers' customers ("**Other Personal Information**"). Purchaser agrees to: (i) employ appropriate security controls and procedures (technical, operational, and managerial) to protect PII and Other Personal Information; (ii) abide by all applicable Laws with respect to PII; and (iii) comply with the Payment Card Industry Security Standards. Purchaser agrees that it will, absent a customer's express consent received after adequate notice: (i) abide by Sellers' Privacy Policies and privacy-related covenants that were in effect as of the Petition Date; (ii) respect prior requests of customers to opt out of receipt of marketing messages (and Sellers will make such requests available to Purchaser); and (iii) use Other Personal Information only for the purposes of continuing business operations and continuing to provide similar goods and services to customers, including marketing the products and services related to Designation Rights Assets and Purchased Assets. To the extent required by applicable Law, Purchaser will require express consent of a customer for any additional use of PII or Other Personal Information or before making material changes to the Privacy Policies that would weaken a customer's consumer protection. Furthermore, to the extent PII includes any social security numbers, Purchaser will limit such use to tax reporting purposes.

7.

COVENANTS OF PURCHASER AND SELLERS

7. Covenants of Purchaser and Sellers. Purchaser and Sellers agree that:

7.1 Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Purchaser and Sellers will use their respective commercially reasonable and good faith efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws to consummate the Transactions contemplated by this Agreement; *provided that* nothing in this Section 7.1 requires Sellers to take or refrain from taking actions inconsistent with the discharge of their fiduciary duties during the Bankruptcy

Cases. Sellers and Purchaser agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable to vest in Purchaser good title to the Purchased Assets or to evidence the assumption by Purchaser of the Assumed Liabilities.

7.2 Certain Filings. To Seller's Knowledge, Schedule 7.2 sets forth an accurate and complete list of all registered Intellectual Property Rights included in the Purchased Assets, specifying as to each item, as applicable: (i) the title, mark, or patent (as applicable); (ii) the record owner and inventor(s), if any; (iii) the jurisdiction by or in which it has been issued, registered, or filed; (iv) the patent, registration, or application serial number; (v) the issue, registration, or filing date; (vi) and the current status. Notwithstanding anything in this Agreement to the contrary, Sellers and Purchaser will cooperate with one another in good faith: (i) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals, or waivers are required to be obtained from parties to any Assigned Agreements or Intellectual Property Rights in connection with the consummation of the Transactions; and (ii) in taking such actions or making any such filings, furnishing information required in connection therewith, and seeking timely to obtain any such actions, consents, approvals, or waivers.

7.3 Bankruptcy Issues.

a) **Sale Order.** The Sale Order must be entered no later than **November 7, 2024**, and must be substantially in the form attached hereto as **Exhibit C**, or as otherwise agreed by Purchaser in its sole and absolute discretion, and shall provide, among other things, that:

- i. this Agreement is valid and enforceable;
- ii. this Agreement and the Transactions contemplated herein are approved;
- iii. on the Closing Date, the Purchased Assets will be sold to Purchaser free and clear of any and all Liens (including Liens granted during the Bankruptcy Cases but excluding Permitted Liens), Claims, and interests, whether arising before or subsequent to the Petition Date;
- iv. on the Closing Date, the Assigned Agreements will be assumed by Sellers and assigned to Purchaser pursuant to Bankruptcy Code section 365, and Purchaser will pay the Allowed Cure Costs due in connection with the assumption and assignment of the Assigned Agreements;

v. after the Closing Date, subject to Section 7.4(d), Purchaser will have the continuing right to review and determine whether to elect to acquire the Designation Rights Assets until the Designation Deadline; and

vi. all Persons and entities (including Governmental Authorities, lenders, and trade and other creditors) holding interests or Claims of any kind or nature whatsoever against Sellers or their assets arising under, out of, in connection with, or in any way relating to Sellers, the Designation Rights Assets, the Purchased Assets, or Sellers' operations before the Closing, are forever barred, estopped, and permanently enjoined from asserting their interests or Claims (subject to rights of parties or individuals for Claims arising out of Assumed Liabilities) against either Purchaser or its Affiliates, successors, assigns, or property or the Designation Rights Assets or Purchased Assets.

b) **Bankruptcy Court Approval of Sale.** Sellers and Purchaser agree to use commercially reasonable efforts, cooperate, assist, and consult with each other to obtain the issuance and entry of the Sale Order, including furnishing affidavits, declarations, or other documents or information for filing with the Bankruptcy Court; *provided* nothing in this Section 6.3(b) requires Sellers to take or refrain from taking actions inconsistent with the discharge of their fiduciary duties during the Bankruptcy Cases. In connection with the assumption and assignment of the Assigned Agreements pursuant to Bankruptcy Code section 365, Purchaser will take all actions reasonably required in Purchaser's discretion or otherwise as directed by the Bankruptcy Court to provide "adequate assurance of future performance" by Purchaser under the Assigned Agreements after the Closing.

c) **Beer and Wine Licenses.** Sellers will seek to have included in the Sale Order a provision that immediately upon the Closing, in accordance with the Management Agreement, Purchaser will be entitled to continue to sell alcoholic beverages at the premises included in the Designation Rights Assets and the Purchased Assets upon the same terms as Sellers were selling such alcoholic beverages until such time as Purchaser has had the time and opportunity to obtain its own Beer and Wine Licenses.

d) **Privacy Policies.** Sellers and Buyer will comply with all of Sellers applicable privacy policies and all applicable privacy laws, including: (a) Anthony's Privacy Policy; and (b) the Connecticut Data Privacy Act ("CDPA") or the Virginia Consumer Data Protection Act ("VCDPA"). Sellers will not and hereby do not transfer, sell, or convey any "personal information" of California residents to Purchaser for any Person who, in compliance with the CDPA or VCDPA, has (i) opted out of the sale, transfer, or conveyance of such personal information, or (ii) previously requested that Sellers delete such personal information (subject to exceptions under the CDPA or VCDPA or other applicable Law).

7.4 Designation Rights and Allowed Cure Costs.

a) Upon written notice by Purchaser on or before **January 2, 2025**, Sellers will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to

Purchaser, extending the deadline under Bankruptcy Code section 365(d)(4) for the assumption of unexpired Real Property Leases through and including **April 9, 2025**.

b) Each Contract and Real Property Lease identified on Schedule 7.4(b) (collectively, the “**Designation Rights Assets**”) is not an Assigned Agreement as of the Execution Date of this Agreement but may be designated by Purchaser to be an Assigned Agreement effective of the Closing Date by, at least one Business Day before the Closing, instructing Sellers to include such Contract or Real Property Lease on Schedule 2.1(a) (Assigned Agreements) and to correspondingly remove such Contract or Real Property Lease from Schedule 7.4(b) (Designation Rights Assets); *provided that* no such instruction will reduce or increase the amount of the Purchase Price.

c) At least one Business Day before the Closing Date, Purchasers may instruct Sellers to remove any Contract or Real Property Lease on Schedule 2.1(a) (Assigned Agreements) and to either add such Contract or Real Property Lease to Schedule 7.4(b) (Designation Rights Assets) or to designate such Contract or Real Property Lease as an Excluded Asset; *provided that* no such instruction will reduce or increase the amount of the Purchase Price.

d) From time to time on or before **February 4, 2025**, as such date may be further extended by written agreement between Purchaser and Sellers, consent to which will not be unreasonably withheld (the “**Designation Deadline**”), Purchaser may instruct Sellers: (i) to remove any Designation Rights Asset from Schedule 7.4(b) (Designation Rights Assets) and to either add such Designation Rights Asset to Schedule 2.1(a) (Assigned Agreements) or to designate such Designation Rights Asset as an Excluded Asset, and (ii) if designated as an Assigned Agreement, to give at least five Business Days’ notice to the counterparty to such Designation Rights Asset of Sellers’ proposed assumption and assignment thereof to Purchaser; *provided that* no such instruction will reduce or increase the amount of the Purchase Price.

e) Any Designation Rights Asset that has not been removed from Schedule 7.4(b) (Designation Rights Assets) pursuant to Sections 7.4(b)-(e) before the Designation Rights Term expires will be deemed to be an Excluded Asset upon the expiration of the Designation Rights Term.

f) With respect to any Designation Rights Asset:

i. the Management Agreement covers such Designation Rights Asset during the term (the “**Designation Rights Term**”) commencing on the Closing Date and continuing until the earlier of (i) the Designation Deadline, (ii) the date such Designation Rights Asset is either assumed by Sellers and assigned to Purchaser or rejected (or abandoned) by Sellers;

ii. all consideration or proceeds received by Purchaser, if any, in respect of, and other benefits deriving from, such Designation Rights Asset will constitute Purchased Assets and be promptly delivered to Purchaser; and

iii. the foregoing will not affect the validity of the transfer to Purchaser of any other Purchased Asset whether or not related to such Designation Rights Asset.

g) To the extent that any Assigned Agreement requires the payment of Allowed Cure Costs to be assumed pursuant to Bankruptcy Code section 365, whether determined before or after the Closing, the Allowed Cure Costs related to such Assigned Agreement, or any portion thereof, will be paid by Purchaser within seven days of the Closing Date, or such other date that the Assigned Agreement is assumed by Sellers and assigned to Purchaser. Notwithstanding the foregoing, unless otherwise ordered by the Bankruptcy Court, (i) no Allowed Cure Costs with respect to any Designation Rights Asset will be due until the assumption thereof pursuant to this Section 7.4 and (ii) Purchaser will not have any Liabilities with respect to any Non-Assigned Agreement, except to the extent provided by the Management Agreement.

7.5 Notices. If at any time (i) Purchaser becomes aware of a material breach by Sellers of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Sellers; or (ii) Sellers become aware of a breach by Purchaser of any representation, warranty, covenant, or agreement contained herein and such breach is capable of being cured by Purchaser, Purchaser or Sellers, as applicable, will promptly notify the other Party in writing of such breach. The breaching Party will have until the earlier of 10 days after receiving such notice or the Closing Deadline to cure such breach before the exercise of any remedies in connection therewith.

7.6 Casualty, Condemnation, Loss of Lease.

a) If, before Closing, any Leased Real Property and the associated Improvements or any part thereof will be subject to a taking by any public or quasi-public authority through condemnation, eminent domain, or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking) (collectively, "**Condemnation**"), Purchaser will take title to the Purchased Assets relating to such affected Leased Real Property and Improvements notwithstanding such Condemnation. At the Closing, Purchaser, will succeed to (i) the rights of Sellers to the Condemnation proceeds, including insurance proceeds, with respect to a Condemnation ("**Condemnation Proceeds**"), and (ii) the rights to settle any such Condemnation proceeding, and, at Closing and thereafter, Purchaser will succeed to Sellers' rights to all required proofs of loss, assignments of claims, and similar items. Sellers, at Closing, will assign to Purchaser all rights, titles, and interests to any claims or proceeds Sellers may have related to such Condemnation. Sellers may not settle any Condemnation proceedings without the written consent of Purchaser, such consent not to be unreasonably withheld or delayed.

b) If, before Closing, any Leased Real Property and the associated Improvements or any part thereof is destroyed or damaged by fire, earthquake, flood, or other casualty (collectively, "**Casualty**"), Purchaser will take title to the Purchased Assets relating to

such affected Leased Real Property and Improvements notwithstanding such Casualty. At the Closing, Purchaser, will succeed to (i) the rights of Sellers to the proceeds, including insurance proceeds, with respect to such Casualty, and (ii) the rights to settle after Closing any loss under all policies of insurance applicable to the Casualty, and, at the Closing and thereafter, Purchaser will succeed to the rights of Sellers to all required proofs of loss, assignments of claims, and other similar items, and, at the Closing, Sellers will assign same to Purchaser. Sellers may not settle any such Casualty claims without the written consent of Purchaser, such consent not to be unreasonably withheld or delayed.

8

TAX MATTERS

8.1 **Tax Cooperation.** Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the preparation and filing of the forms contemplated in Section 2.9, Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit, or proceeding relating to any Tax. Sellers and Purchaser will cooperate with each other in good faith in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

8.2 **Transfer Taxes.** Any and all sales, use, transfer, recording, or other similar taxes or charges (the “**Transfer Taxes**”) assessed as a result of the Closing on the transfer of any Purchased Assets will be timely paid by Purchaser. Purchaser and Sellers will cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

9

EMPLOYEE MATTERS

9.1 **Employees and Offers of Employment.**

a) No later than five days before the Closing Date, Purchaser will: (i) offer employment to all Sellers’ employees, excluding non-store level employees, who are employed in connection with the Business at the DRA Locations or Purchased Locations (“**Store Employees**”); and (ii) offer employment to certain non-store level employees determined in Purchaser’s sole and absolute discretion (“**Corporate Employees**,” and collectively with Store Employees, “**Employees**”). Such employment offers will be in Purchaser’s sole and absolute discretion; *provided that* they will be at the same (or better) salary or wage and benefit levels and terms and conditions as are in effect at Closing. Such terms and conditions shall remain in effect for no less than 90 days following Closing or whatever is the applicable WARN Act period required by local, state or federal law, whichever is longer.

b) The employment offers to Employees shall be made in the form of an “opt-out” or “deemed acceptance” transfer letter. Any Employee who accepts an employment offer from Purchaser pursuant to this Section 9.1(b) will be considered a “**Transferred Employee**,” and such Transferred Employee’s employment with Purchaser will be effective as of the Closing (the “**Hire Date**”). Sellers will terminate, or will cause to be terminated, effective as of immediately before the Hire Date, the employment of all Transferred Employees. Sellers hereby agree to cooperate with any reasonable requests by Purchaser to facilitate the making and delivery of Purchaser’s employment offers.

c) Except as set forth in Section 2.3(g), Purchaser will have no Liability for any pay, benefits, or similar Claims (i) of any Employees (or other service providers) who are not Transferred Employees or (ii) that Transferred Employees earned or accrued before the Closing Date, which Liabilities in each case, will remain the sole responsibility of Sellers; *provided that* Purchaser will assume each Transferred Employee’s accrued but unused vacation days or other paid time off as of the Closing Date, to be used in accordance with Purchaser’s corresponding vacation or paid time off policy.

d) Sellers and Purchaser intend that the consummation of the Transactions will not alone constitute a severance or termination of employment of any Employee or other service provider before or upon the Closing for purposes of any severance or termination benefit plan, program, policy, agreement, or arrangement of Sellers and that Transferred Employees will have continuous and uninterrupted employment immediately before and immediately after the Closing and in compliance with any sale of business exception to local, state or federal WARN Act obligations.

e) Unless otherwise agreed to in writing by Purchaser and the Transferred Employee (as defined below), all Transferred Employees will be employees “at-will.” Nothing herein, express or implied, will confer upon any Employee or former Employee of Sellers any rights or remedies (including any right to employment or continued employment for any specified period) of any nature or kind whatsoever, under or by reason of this Agreement. Purchaser and Sellers agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any Employee or former Employee of Sellers.

f) Sellers will retain liability for, and Purchaser will not acquire or assume, any litigation related to or any liability arising from any Employee or any employment, benefit, Claim, or related matters of Sellers with respect to any non-Transferred Employee, whenever arising and whether brought or asserted on, before, or after the Closing Date.

g) Sellers and Purchaser hereby agree to follow the standard procedure relating to employment Tax reporting as provided in Section 4 of Rev. Proc. 2004-53, I.R.B. 2004-35 or other applicable Law. Accordingly, Sellers will have employment Tax reporting responsibilities for the wages and other compensation paid by or on behalf of Sellers to Employees, and Purchaser will have employment tax reporting responsibilities for the wages and

other compensation paid by or on behalf of Purchaser to Transferred Employees. The foregoing does not alter Purchaser's liability for post-closing taxes in accordance with Section 2.3(j).

h) The Parties hereto shall reasonably cooperate in good faith to assign to the Purchaser (or its designee) all Assumed Benefit Plans, including all related pre-payments, deposits, and refunds thereunder and any assets, trusts, or insurance policies maintained pursuant thereto or in connection therewith, in each case, effective as of the Closing, as applicable. Further, the Parties hereto shall reasonably cooperate in good faith to obtain any required regulatory approvals in connection with the foregoing assignment. If the Purchaser's (or its designee's) assumption of one (1) or more Assumed Benefit Plans is not practicable, the Parties hereto shall reasonably cooperate in good faith to permit the transfer of the applicable assets of the applicable Benefit Plan(s) related to the Transferred Employees and that are intended to be Assumed Benefit Plans to the corresponding Purchaser employee benefit plan(s) in accordance with the intent of this Agreement. The Parties hereto shall cooperate in good faith to enter into such amendments to this Agreement as are necessary to effectuate the actions contemplated pursuant to this Section 9.1(h).

i) Sellers will be liable for all workers' compensation, short- and long-term disability, medical, prescription drug, dental, vision, life insurance, accidental death and dismemberment, and other welfare benefit claims ("**Welfare Claims**") incurred (i) at any time by their Employees and other service providers and their eligible dependents who are not Transferred Employees, or (ii) before the Closing Date by the Transferred Employees and their eligible dependents. Purchaser will be solely responsible for Welfare Claims incurred on or after the Closing Date by the Transferred Employees and their eligible dependents. For these purposes, a Welfare Claim will be deemed to be incurred: (i) in the case of workers' compensation and short-term disability benefits, at the time of the injury, sickness, or other event giving rise to the claim for such benefits; (ii) in the case of medical, prescription, drug, dental, or vision benefits, at the time the professional services, equipment, or prescription drugs covered by the applicable plan are obtained; (iii) in the case of life insurance benefits, upon death; and (iv) in the case of accidental death and dismemberment benefits, at the time of the accident. In the case of workers' compensation claims arising out of injuries with an identifiable date of occurrence sustained before the Closing Date, including injuries sustained on or after the Closing Date that are aggravations, exacerbations, or re-injuries of medical conditions or diagnoses resulting from injuries that were sustained before the Closing Date or arising out of injuries or occupational diseases without an identifiable date of occurrence or exposure, originating from within Sellers' facilities and which are alleged to have been sustained or contracted on or before the Closing Date, such workers' compensation claims will be deemed to be incurred before the Closing Date.

j) Notwithstanding anything to the contrary herein, Sellers shall not transfer private Employee information to Purchaser prior to Closing absent consent of such Employee. Sellers will transfer to Purchaser, within 14 days following the Closing Date, all employee records of the Transferred Employees (to the extent permitted by applicable Law), including all current employment eligibility verification forms of the Transferred Employees; *provided that* Sellers will

be entitled to retain copies of any personnel or similar records of Transferred Employees in their sole discretion, including where required by applicable Law.

k) Sellers and Purchaser will reasonably cooperate in good faith with respect to any communications to Employees and other individual service providers regarding the Transactions contemplated by this Agreement. Sellers will provide Purchaser with a reasonable opportunity to review and comment on any communications intended for the Employees and other individual service providers that it desires to or must send to Employees or other individual service providers before the Closing Date. Purchaser will provide Sellers with a reasonable opportunity to review and comment on any communications intended for the Employees and other individual service providers (including regarding its offers of employment) that it desires to or must send to Employees and other individual service providers before the Closing Date or to terminate the services of any service provider of any Seller.

l) Sellers and Purchaser acknowledge and agree that all provisions contained in this Section 9.1 are included for the sole benefit of the Parties to this Agreement, and that nothing in this Agreement, whether express or implied, will create any third party beneficiary or other rights (i) in any other Person, including any Employee, former Employee, or other service provider of Sellers (including the Employees or Transferred Employees), any participant in any Employee Benefit Plan maintained by any of the Parties, or any dependent or beneficiary thereof, or (ii) to continued employment or engagement with any of the Parties hereto or any of their respective Affiliates.

9.2 **Employee Plans.** Following the Closing Date, Purchaser will use commercially reasonable efforts to ensure that no waiting periods, exclusions, or limitations with respect to any pre-existing conditions, evidence of insurability or good health, or actively-at-work exclusions are applicable to any Transferred Employee or their dependents or beneficiaries under any Benefit Plans in which such Transferred Employees may be eligible to participate, subject in all events to the terms of such plans.

9.3 **Workers' Compensation.** Purchaser will be liable only for workers' compensation claims arising out of injuries with an identifiable date of occurrence, sustained by Transferred Employees on and after their Hire Date, including injuries sustained by a Transferred Employee on or after the Hire Date that are aggravations, exacerbations, or re-injuries of medical conditions or diagnoses resulting from injuries that were sustained before the Hire Date. Purchaser will be liable only for workers' compensation claims arising out of injuries or occupational diseases without an identifiable date of occurrence or exposure, which are alleged to have been sustained or contracted either before or after the Transferred Employees' Hire Date; *provided that*, in the case of any such injuries or diseases allegedly sustained before the Transferred Employees' Hire Date, such claims are filed with the appropriate workers' compensation authority more than 45 days after the Transferred Employees' Hire Date.

10**CLOSING CONDITIONS**

10.1 Conditions to Obligations of Purchaser and Sellers. The obligations of Purchaser and Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

a) The Bankruptcy Court has entered the Sale Order in the Bankruptcy Cases, authorizing the Transactions and approving this Agreement, including the Management Agreement, under Bankruptcy Code sections 105(a), 363, and 365, in form and substance reasonably acceptable to Sellers and Purchaser, and, as of the Closing Date, the Sale Order is in full force and effect, is not stayed, and has not been vacated or reversed.

b) No Material Adverse Event has occurred with respect to the Purchased Assets.

c) No injunction, stay, or similar Order issued by any Governmental Authority is in effect that restrains, enjoins, stays, or prohibits the consummation of the Transactions.

10.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

a) Sellers have performed in all material respects all of their obligations hereunder required to be performed by Sellers on or before the Closing Date;

b) Sellers have delivered all the items required by Section 2.11; and

c) The Sale Order must be entered no later than **October 31, 2024**.

10.3 Conditions to Obligations of Sellers. The obligation of Sellers to consummate the Closing is subject to the satisfaction (or waiver by Sellers) of the following further conditions:

a) Purchaser has performed in all material respects all of its obligations hereunder required to be performed by it at or before the Closing Date;

b) Sellers have received all documents they may reasonably request relating to the existence of Purchaser and the authority of Purchaser for this Agreement, all in form and substance reasonably satisfactory to Sellers; and

c) Purchaser has delivered all the items required by Section 2.12.

10.4 Waiver of Closing Conditions. Notwithstanding anything to the contrary contained herein, if any of the conditions to Closing were not fulfilled at or before the Closing

and the Parties nevertheless agree to close the Transactions, then following the Closing all such conditions to Closing will be deemed to have been waived effective as of the Closing.

11

SURVIVAL

11.1 **Survival.** The representations and warranties of Sellers and the covenants and agreements of Sellers and Purchaser that by their terms are to be performed before Closing, as contained in this Agreement or in any certificate or other writing delivered in connection with this Agreement, will not survive the Closing. The covenants and agreements of Sellers and Purchaser contained herein that by their terms are to be performed after Closing will survive the Closing for such terms.

12

TERMINATION

12.1 **Grounds for Termination.** This Agreement may be terminated at any time before the Closing:

- a) by mutual written agreement of Sellers and Purchaser;
- b) by Sellers or Purchaser, if the Closing has not been consummated on or before the Closing Deadline, unless the Party seeking termination is in breach of its obligations hereunder;
- c) by Sellers or Purchaser, if any condition set forth in Section 10.1 is not satisfied, and such condition is incapable of being satisfied by the Closing Deadline; provided that the Agreement may not be terminated pursuant to this subsection by Purchaser if it is in material breach of this Agreement or by Sellers if it is in material breach of this Agreement;
- d) by Purchaser, if (i) any condition set forth in Section 10.2 has not been satisfied, and such condition is incapable of being satisfied by the Closing Deadline; *provided* that the Agreement may not be terminated pursuant to this subsection by Purchaser if it is in material breach of this Agreement; or (ii) not determined by Sellers to be the Successful Bidder (or the Backup Bidder) after expiration of the bidding deadline or conclusion of the Auction;
- e) by Sellers, if any condition set forth in Section 10.3 has not been satisfied, and such condition is incapable of being satisfied by the Closing Deadline; *provided* that the Agreement may not be terminated pursuant to this subsection by Sellers if they are in material breach of this Agreement; or
- f) by Sellers, if (i) Sellers execute a definitive agreement with a third party (other than Purchaser) for the acquisition of all or substantially all the Purchased Assets, and (ii)

the Bankruptcy Court enters an Order in the Bankruptcy Cases approving such definitive agreement.

The Party seeking to terminate this Agreement pursuant to this Section 12.1 (other than pursuant to Section 12.1(a)) must give notice of such termination to the other Party in accordance with Section 14.1.

12.2 Effect of Termination. If this Agreement is terminated as permitted by Section 12.1, such termination will be without Liability of any Party (or any stockholder, director, officer, employee, agent, consultant, or representative of such Party) to the other Party to this Agreement except as expressly provided in Section 12.4. The provisions of Sections 2.8, 7.1, 7.3(c), 11.1, 12.2, 12.3, 12.4, and Section 13 will survive any termination hereof.

12.3 Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred in connection with this Agreement or the Transactions will be paid by the Party incurring such cost or expense.

12.4 Exclusive Remedies. Effective as of Closing, Purchaser irrevocably waives any rights and claims it may have against Sellers, whether in Law or in equity, relating to (i) any breach of a representation, warranty, covenant, or agreement contained herein and occurring on or before the Closing, or (ii) the Purchased Assets, the Assumed Liabilities, or the Business. Purchaser and Sellers acknowledge and agree that if this Agreement is terminated pursuant to Section 12.1, the provisions of Section 12.2 and this Section 12.4 set forth the sole and exclusive remedies of the Parties. Each of the Parties recognizes that if the other Party breaches this Agreement or refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate the non-breaching party for its injuries. Sellers and Purchaser shall therefore be entitled, in addition to any damages or other remedies that may be available, to obtain specific performance of the terms of this Agreement. The Parties further agree that neither Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to herein, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. If any action is brought by Sellers or Purchaser to enforce this Agreement, the non-breaching party shall waive the defense that there is adequate remedy at Law. No termination of this Agreement shall relieve any Party from Liability for any breach of this Agreement occurring prior to such termination, or for the breach of any provision hereof that expressly survives the termination of this Agreement.

13

MISCELLANEOUS

13.1 Notices. All notices, requests, and other communications to any Party hereunder must be in writing and must be given,

if to Purchaser, to:

TREW Capital Management Private Credit 2 LLC
Attn: Jeff Crivello
235 Walnut St.
Libertyville, IL 60048

With copies to (which will not constitute notice):

CM Law, PLLC
Attn: Mette H. Kurth
3411 Silverside Road
Baynard Building, Suite 104-13
Wilmington, Delaware 19810
Telephone: (302) 289-8839 Ext. 100
Email: mkurth@cm.law

-and-

if to Sellers, to:

BURGERFI INTERNATIONAL, INC.
Jeremy Rosenthal, CRO
c/o Force 10 Partners LLC
5271 California Ave., Suite 270
jrosenthal@force10partners.com

With copies to (which will not constitute notice):

Raines Feldman Littrell LLP
Hamid R. Rafatjoo
David S. Forsh
1900 Avenue of the Stars, 19th Floor

Los Angeles, CA 90067
hrafatjoo@raineslaw.com
dforsh@raineslaw.com

All such notices, requests, and other communications will be deemed received on the date of receipt by the recipient thereof if received before 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding Business Day in the place of receipt.

13.2 **Waivers.** No failure or delay by any Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative.

13.3 **Post-Closing Access.** For a period of 2 years following the Closing, (i) Purchaser shall permit Sellers and their counsel and other professionals, and counsel or other professionals for any successor to Sellers (collectively, "**Permitted Access Parties**") reasonable access to the financial and other books and records relating to the Purchased Assets or the Business, which access shall include (xx) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such documents and records as they may request, and (yy) Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they may request, but only to the extent such Permitted Access Parties furnish Purchaser with reasonably detailed written descriptions of the materials to be so copied and the applicable Permitted Access Party reimburses the Purchaser for the reasonable costs and expenses thereof, and (ii) Purchaser shall provide the Permitted Access Parties (at no cost to the Permitted Access Parties) with such reasonable access during regular business hours and upon not less than 24-hours prior notice to assist Sellers and the other Permitted Access Parties in their post-Closing activities (including, without limitation, preparation of tax returns), provided that such access does not materially interfere with the Purchaser's business operations.

13.4 **Successors and Assigns.** The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; *provided that* neither Party may not assign, delegate, or otherwise transfer any of their rights or obligations under this Agreement without the written consent of the other Party except as provided in Section 13.11.

13.5 **Governing Law.** This Agreement is governed by and construed in accordance with the internal Laws of the State of Delaware and any applicable provisions of the Bankruptcy Code,

without regard to the principles of conflicts of Law that would provide for application of another Law.

13.6 Jurisdiction.

a) Prior to the closing of the Bankruptcy Cases, the Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions must be brought exclusively in the Bankruptcy Court, and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and, to the fullest extent permitted by Law, irrevocably waives any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.1 will be deemed effective service of process on such Party.

b) After the closing of the Bankruptcy Cases, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions may be brought in any court having subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement will be deemed to have arisen from a transaction of business in the State of Delaware, and each of the Parties hereby irrevocably consents to the jurisdiction of the state or Federal courts located in Delaware (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and, to the fullest extent permitted by Law, irrevocably waives any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.1 will be deemed effective service of process on such Party.

13.7 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS.

13.8 No Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person, other than the Parties, hereto any rights or remedies hereunder.

13.9 **Entire Agreement; Amendments; Counterparts.** This Agreement (including the Schedules and Exhibits hereto as well as the Transaction Documents); the Bill of Sale, Assignment and Assumption Agreement; and the Management Agreement set forth the entire agreement among the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Purchaser and Sellers that expressly states that it is intended to amend this Agreement. This Agreement may be executed in counterparts, each of which when taken together will constitute an original. This Agreement will become effective when each Party hereto has received a counterpart hereof signed by the other Party hereto.

13.10 **Severability.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provisions; provided that no such severability will be effective if it materially changes the economic benefit of this Agreement to any Party. Any provision held invalid or unenforceable only in part or degree will remain in full force to the extent not held invalid or unenforceable.

13.11 **Specific Performance.** Each of the Parties recognizes that if the other Party breaches this Agreement or refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate the non-breaching party for its injuries. Sellers and Purchaser shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. The Parties further agree that neither Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to herein, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. If any action is brought by Sellers or Purchaser to enforce this Agreement, the non-breaching party shall waive the defense that there is adequate remedy at Law.

13.12 **Headings, Interpretation.** The headings contained in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) all references to the singular shall include the plural and vice versa, where applicable, and (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

13.13 **Affiliate Acquisitions.** Notwithstanding anything to the contrary contained in this Agreement, Purchaser may elect to designate, in writing to Sellers at least 2 business days prior to the Closing, one or more of its Affiliates to (a) purchase or take title to specified Purchased Assets and/or (b) assume specified Assumed Liabilities (any such Affiliate of Purchaser, a “**Designee**”), *provided* that (x) any such Designee assumes all obligations with respect to any such specified Purchased Asset or Assumed Liability to the same extent as Purchaser hereunder and (y) no such designation of or assumption by a Designee shall relieve Purchaser of any of its obligations hereunder.

13.14 **Disclosure Schedules.** The Parties acknowledge and agree that (i) the Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of Purchaser and (ii) the disclosure by Sellers of any matter in the Schedules will not be deemed to constitute an acknowledgment by Sellers that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Schedule discloses an item or information, the matter will be deemed to have been disclosed in all other Schedules for which such information is reasonably apparent, notwithstanding the omission of an appropriate cross-reference to such other Schedules.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Purchaser has caused this Agreement to be duly executed by its authorized officer as of the day and year first above written.

TREW CAPITAL MANAGEMENT PRIVATE CREDIT 2 LLC

By: _____

Name: Jeff Crivello

Title: Managing Member

IN WITNESS WHEREOF, Sellers have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ANTHONY'S PIZZA HOLDING COMPANY, LLC

ACFP MANAGEMENT, INC.

ANTHONY'S COAL FIRED PIZZA OF AVENTURA LLC

ANTHONY'S COAL FIRED PIZZA OF BOCA RATON LLC

ANTHONY'S COAL FIRED PIZZA OF BOHEMIA, LLC

ANTHONY'S COAL FIRED PIZZA OF BRANDON, LLC

ANTHONY'S COAL FIRED PIZZA OF CARLE PLACE, LLC

ANTHONY'S COAL FIRED PIZZA OF CLEARWATER, LLC

ANTHONY'S COAL FIRED PIZZA OF COMMACK, LLC

ANTHONY'S COAL FIRED PIZZA OF CORAL GABLES, LLC

ANTHONY'S COAL FIRED PIZZA OF CORAL SPRINGS, LLC

ANTHONY'S COAL FIRED PIZZA OF DELRAY BEACH, LLC

ANTHONY'S COAL FIRED PIZZA OF DORAL, LLC

ANTHONY'S COAL FIRED PIZZA OF EAST BOCA, LLC

ANTHONY'S COAL FIRED PIZZA OF EDISON, LLC

ANTHONY'S COAL FIRED PIZZA OF EXTON, LLC

ANTHONY'S COAL FIRED PIZZA OF FAIR LAWN, LLC

ANTHONY'S COAL FIRED PIZZA OF HORSHAM, LLC

ANTHONY'S COAL FIRED PIZZA OF KENDALL, LLC

ANTHONY'S COAL FIRED PIZZA OF LITTLETON LLC

ANTHONY'S COAL FIRED PIZZA OF MARLBORO LLC

ANTHONY'S COAL FIRED PIZZA OF MCMURRAY, LLC

ANTHONY'S COAL FIRED PIZZA OF MIAMI LAKES, LLC

ANTHONY'S COAL FIRED PIZZA OF MIRAMAR LLC

ANTHONY'S COAL FIRED PIZZA OF MONROEVILLE, LLC

ANTHONY'S COAL FIRED PIZZA OF MOUNT LAUREL LLC

**ANTHONY'S COAL FIRED PIZZA OF NORTH LAUDERDALE
LLC**

ANTHONY'S COAL FIRED PIZZA OF NORTH MIAMI LLC

ANTHONY'S COAL FIRED PIZZA OF NORTH TAMPA, LLC

**ANTHONY'S COAL FIRED PIZZA OF PALM BEACH
GARDENS LLC**

**ANTHONY'S COAL FIRED PIZZA OF PEMBROKE PINES,
LLC**

ANTHONY'S COAL FIRED PIZZA OF PIKE CREEK, LLC

ANTHONY'S COAL FIRED PIZZA OF PINECREST, LLC

ANTHONY'S COAL FIRED PIZZA OF PLANTATION, LLC

ANTHONY'S COAL FIRED PIZZA OF RAMSEY, LLC

ANTHONY'S COAL FIRED PIZZA OF READING LLC
ANTHONY'S COAL FIRED PIZZA OF SAND LAKE, LLC
ANTHONY'S COAL FIRED PIZZA OF SETTLER'S RIDGE, LLC
ANTHONY'S COAL FIRED PIZZA OF SOUTH TAMPA, LLC
ANTHONY'S COAL FIRED PIZZA OF STUART, LLC
ANTHONY'S COAL FIRED PIZZA OF TREXLERTOWN LLC
ANTHONY'S COAL FIRED PIZZA OF WANTAGH, LLC
ANTHONY'S COAL FIRED PIZZA OF WAYNE NJ, LLC
ANTHONY'S COAL FIRED PIZZA OF WAYNE, LLC
ANTHONY'S COAL FIRED PIZZA OF WELLINGTON, LLC
ANTHONY'S COAL FIRED PIZZA OF WESTON, LLC
ANTHONY'S COAL FIRED PIZZA OF WESTWOOD LLC
ANTHONY'S COAL FIRED PIZZA OF WILMINGTON, LLC
ANTHONY'S COAL FIRED PIZZA OF WOODBURY, LLC
ANTHONY'S COAL FIRED PIZZA OF WYOMISSING, LLC
ANTHONY'S COAL-FIRED PIZZA, LLC
ANTHONY'S SPORTS BAR AND GRILL, LLC

By: _____

Name: Jeremy Rosenthal

Title: Chief Restructuring Officer

Schedule 1.1(c)**Leased Real Property**

STORE CODE	TENANT	Address
1012	Anthony's Coal Fired Pizza of Aventura LLC	17901 Biscayne Blvd., Aventura, FL 33160
1018	Anthony's Coal Fired Pizza of Boca Raton LLC	21065 Powerline Road Ste C5, Boca Raton, FL 33433
1055	Anthony's Coal Fired Pizza of Bohemia, LLC	4180 Veterans Memorial Highway, Bohemia, NY 11716
1030	Anthony's Coal Fired Pizza of Brandon, LLC	1912 W Brandon Blvd., Brandon, FL 33511
1037	Anthony's Coal Fired Pizza of Carle Place, LLC	137 Old Country Road, Carle Place, NY 11514
1025	Anthony's Coal Fired Pizza of Clearwater, LLC	2532 McMullen Booth Road, Clearwater, FL 33761
1049	Anthony's Coal Fired Pizza of Commack, LLC	6401 Jericho Turnpike, Commack, NY 11725
1047	Anthony's Coal Fired Pizza of Coral Gables, LLC	2626 Ponce De Leon Blvd, Unit #2, Coral Gables, FL 33134
1015	Anthony's Coal Fired Pizza of Coral Springs, LLC	9521 Westview Drive, Coral Springs, FL 33076
1017	Anthony's Coal Fired Pizza of Delray Beach, LLC	115 NE 6th Avenue, Delray Beach, FL 33483
1026	Anthony's Coal Fired Pizza of Doral, LLC	2801 NW 87th Avenue, Unit 1, Doral, FL 33172
1061	Anthony's Coal Fired Pizza of East Boca, LLC	851 S Federal Highway, Bay A-1, Boca Raton, FL 33432
1038	Anthony's Coal Fired Pizza of Edison, LLC	80 Parsonage Road, Edison, NJ 08837
1054	Anthony's Coal Fired Pizza of Exton, LLC	123 E. Swedesford Road, Suite K-L, Exton, PA 19341
1057	Anthony's Coal Fired Pizza of Fair Lawn, LLC	2101 Promenade Boulevard, Fair Lawn, NJ 07410
1032	Anthony's Coal Fired Pizza of Horsham, LLC	100 Welsh Rd, Unit K, Horsham, PA 19044
1034	Anthony's Coal Fired Pizza of Kendall, LLC	12502 SW 88th Street, Miami, FL 33186
1070	Anthony's Coal Fired Pizza of Littleton LLC	201 Constitution Avenue, Littleton, MA 01460
1062	Anthony's Coal Fired Pizza of Marlboro LLC	98 US Highway 9, Englishtown, NJ 07726
1051	Anthony's Coal Fired Pizza of McMurray, LLC	102 McDowell Lane, McMurray, PA 15317
1029	Anthony's Coal Fired Pizza of Miami Lakes, LLC	15492 NW 77th Court, Miami Lakes, FL 33016
1065	Anthony's Coal Fired Pizza of Miramar LLC	3111 SW 160th Avenue, Miramar, FL 33027
1046	Anthony's Coal Fired Pizza of Monroeville, LLC	2740 Stroschein Road, Monroeville, PA 15146
1071	Anthony's Coal Fired Pizza of Mount Laurel LLC	7000 Midlantic Drive, Suite 300, Mount Laurel, NJ 08054
1066	Anthony's Coal Fired Pizza of North Lauderdale LLC	1580 N Federal Highway, Fort Lauderdale, FL 33304
1064	Anthony's Coal Fired Pizza of North Miami LLC	1835-1837 NE 123rd Street, North Miami, FL 33181
1022	Anthony's Coal Fired Pizza of North Tampa, LLC	13020 N Dale Mabry Hwy, N Tampa, FL 33618
1016	Anthony's Coal Fired Pizza of Palm Beach Gardens LLC	2680 PGA Blvd., Palm Beach Gardens, FL 33410
1020	Anthony's Coal Fired Pizza of Pembroke Pines, LLC	11037 Pines Blvd., Pembroke Pines, FL 33026
1039	Anthony's Coal Fired Pizza of Pike Creek, LLC	4803-4805-4807 Limestone Road, Pike Creek, DE 19808
1024	Anthony's Coal Fired Pizza of Pinecrest, LLC	10205 S. Dixie Hwy, Ste 100, Pinecrest, FL 33156
1014	Anthony's Coal Fired Pizza of Plantation, LLC	512 N Pine Island Road, Plantation, FL 33324
1043	Anthony's Coal Fired Pizza of Ramsey, LLC	984 Route 17 North, Ramsey, NJ 07446

1067	Anthony's Coal Fired Pizza of Reading LLC	48 Walkers Brook Drive, Reading, MA 01867
1028	Anthony's Coal Fired Pizza of Sand Lake, LLC	8031 Turkey Lake Road, Ste 300, Orlando, FL 32819
1042	Anthony's Coal Fired Pizza of Settler's Ridge, LLC	1810 Settler's Ridge Center Drive, Pittsburgh, PA 15205
1045	Anthony's Coal Fired Pizza of South Tampa, LLC	1901 S. Dale Mabry Hwy, South Tampa, FL 33629
1021	Anthony's Coal Fired Pizza of Stuart, LLC	2343 S.E. Federal Highway, Stuart, FL 34994
1074	Anthony's Coal Fired Pizza of Trexlertown LLC	750 Krocks Road, Suite 208, Allentown, PA 18106
1048	Anthony's Coal Fired Pizza of Wantagh, LLC	3430 Sunrise Highway, Wantagh, NY 11793
1059	Anthony's Coal Fired Pizza of Wayne NJ, LLC	1600 Route 23 North, Wayne, NJ 07470
1036	Anthony's Coal Fired Pizza of Wayne, LLC	321 E. Lancaster Avenue, Unit F, Wayne, PA 19087
1023	Anthony's Coal Fired Pizza of Wellington, LLC	1000-3 SR 7, Wellington, FL 33414
1011	Anthony's Coal Fired Pizza of Weston, LLC	4527 Weston Road, Weston, FL 33331
1063	Anthony's Coal Fired Pizza of Westwood LLC	119 University Avenue, Westwood, MA 02090
1031	Anthony's Coal Fired Pizza of Wilmington, LLC	5611 Concord Pike, Wilmington, DE 19803
1040	Anthony's Coal Fired Pizza of Woodbury, LLC	8063 Jericho Turnpike, Suite 300, Woodbury, NY 11797
1053	Anthony's Coal Fired Pizza of Wyomissing, LLC	2733 Papermill Road, Suite x7, Wyomissing, PA 19610
1010	Anthony's Coal-Fired Pizza, LLC	2203 South Federal Highway, Ft Lauderdale, FL 33316
1013	Anthony's Sports Bar and Grill, LLC	1203 S. Federal Highway, Pompano Beach, FL 33062

Schedule 2.1(a)

Assigned Agreements **(Purchased Contracts and Purchased Real Property Leases)**

CONTRACTS

- None

LEASES

- None

ASSUMED BENEFIT PLANS

- All Assumed Benefit Plans set forth on Schedule 2.1(u)

FRANCHISE AGREEMENTS

- NDM Hospitality Services LLC Franchise Agreement, as amended
- NDM Hospitality Services LLC - Supply and License Agreement - Kissimmee-Rolling Oaks

Schedule 2.1(b)**List of Accounts that are Purchased Assets**

Bank	Account	Account Holder	Description
Regions Bank	x3247	Anthony's Pizza Holding Company LLC	Collections (Visa MC Online)
Regions Bank	x2094	Anthony's Pizza Holding Company LLC	Collections (Visa MC)
Regions Bank	x2108	Anthony's Pizza Holding Company LLC	Collections (Amex)
Regions Bank	x2116	Anthony's Pizza Holding Company LLC	Collections (Gift Cards)
Regions Bank	x3993	Anthony's Coal Fired Pizza Management Inc.	Disbursement
Regions Bank	x6356	Anthony's Pizza Holding Company LLC	Disbursement
Regions Bank	x6364	Anthony's Pizza Holding Company LLC	Lockbox (Rebates)
Regions Bank	x2078	Anthony's Pizza Holding Company LLC	Operating
Regions Bank	x7034	ANTHONYS COAL FIRED PIZZA OF AVENTURA	Depository
Regions Bank	x6194	ANTHONY'S COAL FIRED PIZZA OF BOCA RATON	Depository
Regions Bank	x2106	Anthony's Coal Fired Pizza of Bohemia LLC	Depository
Regions Bank	x7018	ANTHONYS COAL FIRED PIZZA OF BRANDON	Depository
Regions Bank	x2203	Anthony's Coal Fired Pizza of Carle Place LLC	Depository
Regions Bank	x6984	ANTHONYS COAL FIRED PIZZA OF CLEARWATER	Depository
Regions Bank	x2122	Anthony's Coal Fired Pizza of Commack LLC	Depository
Regions Bank	x7050	ANTHONYS COAL FIRED PIZZA OF CORAL GABLES	Depository
Regions Bank	x6186	ANTHONY'S COAL FIRED PIZZA OF CORAL SPRINGS	Depository
Regions Bank	x2467	Anthony's Coal Fired Pizza of Cranberry LLC	Depository
Regions Bank	x2556	Anthony's Coal Fired Pizza of Cranston LLC	Depository
Regions Bank	x6070	ANTHONY'S COAL FIRED PIZZA OF DELRAY BEACH	Depository
Regions Bank	x7093	Anthony's Coal Fired Pizza of Doral	Depository
Regions Bank	x6089	ANTHONY'S COAL FIRED PIZZA OF EAST BOCA	Depository
Regions Bank	x2335	Anthony's Coal Fired Pizza of Edison LLC Store 1038	Depository
Regions Bank	x2300	Anthony's Coal Fired Pizza of Exton LLC	Depository
Regions Bank	x2521	Anthony's Coal Fired Pizza of Fair Lawn LLC	Depository
Regions Bank	x2270	Anthony's Coal Fired Pizza of Horsham LLC	Depository
Regions Bank	x7042	ANTHONYS COAL FIRED PIZZA OF KENDAL	Depository
Regions Bank	x2548	Anthony's Coal Fired Pizza of Littleton LLC	Depository
Regions Bank	x2505	Anthony's Coal Fired Pizza of Marlboro LLC Store 1062	Depository
Regions Bank	x2459	Anthony's Coal Fired Pizza of McMurray LLC	Depository
Regions Bank	x7107	Anthony's Coal Fired Pizza of Miami Lakes	Depository

Regions Bank	x7077	ANTHONYS COAL FIRED PIZZA OF MIRAMAR	Depository
Regions Bank	x2440	Anthony's Coal Fired Pizza of Monroeville LLC	Depository
Regions Bank	x2319	Anthony's Coal Fired Pizza of Mount Laurel LLC	Depository
Regions Bank	x6097	ANTHONY'S COAL FIRED PIZZA OF NORTH LAUDERDALE	Depository
Regions Bank	x7069	ANTHONYS COAL FIRED PIZZA OF NORTH MIAMI	Depository
Regions Bank	x6968	ANTHONYS COAL FIRED PIZZA OF NORTH TAMPA	Depository
Regions Bank	x6909	ANTHONYS COAL FIRED PIZZA OF PALM BEACH GARDEN	Depository
Regions Bank	x6208	ANTHONY'S COAL FIRED PIZZA OF PEMBROKE PINES	Depository
Regions Bank	x2386	Anthony's Coal Fired Pizza of Pike Creek LLC Store 1039	Depository
Regions Bank	x7085	ANTHONYS COAL FIRED PIZZA OF PINECREST	Depository
Regions Bank	x1825	ANTHONY'S COAL FIRED PIZZA OF PLANTATION	Depository
Regions Bank	x2149	Anthony's Coal Fired Pizza of Ramsey LLC	Depository
Regions Bank	x2475	Anthony's Coal Fired Pizza of Reading LLC	Depository
Regions Bank	x6992	ANTHONYS COAL FIRED PIZZA OF SAND LAKE	Depository
Regions Bank	x2432	Anthony's Coal Fired Pizza of Settlers Ridge LLC	Depository
Regions Bank	x6925	ANTHONYS COAL FIRED PIZZA OF SOUTH TAMPA	Depository
Regions Bank	x7115	ANTHONYS COAL FIRED PIZZA OF STUART	Depository
Regions Bank	x2351	Anthony's Coal Fired Pizza of Trexlertown LLC	Depository
Regions Bank	x2211	Anthony's Coal Fired Pizza of Wantagh LLC	Depository
Regions Bank	x2297	Anthony's Coal Fired Pizza of Wayne LLC	Depository
Regions Bank	x2130	Anthony's Coal Fired Pizza of Wayne Nj LLC	Depository
Regions Bank	x6976	ANTHONYS COAL FIRED PIZZA OF WELLINGTON	Depository
Regions Bank	x7026	ANTHONYS COAL FIRED PIZZA OF WESTON	Depository
Regions Bank	x2572	Anthony's Coal Fired Pizza of Westwood LLC	Depository
Regions Bank	x2424	Anthony's Coal Fired Pizza of Wilmington LLC	Depository
Regions Bank	x2173	Anthony's Coal Fired Pizza of Woodbury LLC	Depository
Regions Bank	x2491	Anthony's Coal Fired Pizza of Wyomissing LLC Store 1053	Depository
Regions Bank	x6119	ANTHONY'S COAL FIRED-PIZZA, LLC	Depository
Regions Bank	x6127	ANTHONY'S SPORTS BAR AND GRILL, LLC	Depository

Schedule 2.1(i)**Permits**

State	City	License	Exp Date
FL	Aventura	City of Aventura Business Tax Receipt	9/30/2025
FL	Aventura	DBPR Seating Food Service License	10/1/2025
FL	Aventura	Fats Oils & Grease Annual Operating Permit	12/31/2024
FL	Aventura	Fire Rescue - Life Safety Permit	10/31/2024
FL	Aventura	Miami-Dade County Local Business Tax Receipt	9/30/2025
FL	Boca Raton (West)	PB County Business Tax Receipt	9/30/2025
FL	Boca Raton (West)	Seating Food Service License	12/1/2024
NY	Bohemia	Public Assembly	10/31/2024
NY	Bohemia	Security Alarm Permit	12/6/2024
NY	Bohemia	Suffolk County Health Dept Permit #PT0001275	12/31/2024
FL	Brandon	Hillsborough County Business Tax Receipt	9/30/2025
FL	Brandon	Seating Food Service License	2/1/2025
NY	Carle Place	Emergency Lighting Annual Testing	11/18/2024
NY	Carle Place	Nassau County Dept Of Health Permit	10/31/2024
NY	Carle Place	Nassau County Police Dept Alarm Permit	10/31/2025
NY	Carle Place	Nassau County Police Dept Alarm Permit	10/31/2028
NY	Carle Place	Sign Permit #109600SP & #109610SP	6/30/2027
NY	Carle Place	Town of N. Hempstead Public Assembly License	2/21/2025
FL	Clearwater	City of Clearwater Business Tax Receipt	9/30/2025
FL	Clearwater	Seating Food Service License	2/1/2025
NY	Commack	Public Assembly License - Town of Huntington	11/30/2024
NY	Commack	Sign Permits (2) -Town of Huntington (East Side/South Side)	2/28/2025
NY	Commack	Suffolk County Health Dept Permit #PT0005237	12/31/2024
FL	Coral Gables	City of Coral Gables Business Tax Receipt	9/30/2025
FL	Coral Gables	DBPR Seating Food Service License	10/1/2025
FL	Coral Gables	Fats Oils & Grease Annual Operating Permit	12/31/2024
FL	Coral Gables	Miami Dade County Business Tax Receipt	9/30/2025
FL	Coral Gables	Sidewalk Café Permit	7/25/2025
FL	Coral Gables, FL	Certificate of Use	5/20/2025
FL	Coral Springs	Broward County Business Tax Receipt	9/30/2025

State	City	License	Exp Date
FL	Coral Springs	City of Coral Springs Business Tax Receipt	9/30/2025
FL	Coral Springs	Seating Food Service License	12/1/2024
FL	Delray	City of Delray Business Tax Receipt	9/30/2025
FL	Delray	PB County Business Tax Receipt	9/30/2025
FL	Delray	Seating Food Service License	12/1/2024
FL	Doral	City of Doral Local Business Tax Receipt	9/30/2025
FL	Doral	DBPR Seating Food Service License	10/1/2025
FL	Doral	Fats Oils & Grease Annual Operating Permit	12/31/2024
FL	Doral	Fire Rescue - Life Safety Permit	4/16/2025
FL	Doral	Miami Dade County Business Tax Receipt	9/30/2025
FL	East Boca	City of Boca Business Tax	9/30/2025
FL	East Boca	PB County Business Tax	9/30/2025
FL	East Boca	Seating Food Service License	12/1/2024
NJ	Edison	Alternate Name Registration	11/12/2024
NJ	Edison	Dept of Public Safety Cert of Inspection Div of Fire	10/17/2024
NJ	Edison	Life Hazard Use Certificate of Reg	9/15/2025
NJ	Edison	Off Premise Storage of Records Permit	6/30/2025
NJ	Edison	Township of Edison Food Business License Health Dept. (Food)	12/31/2024
PA	Exton	Chester County Health Dept.	12/31/2024
PA	Exton	Restaurant RAMP Certification	1/12/2025
PA	Exton	Retail Food Facility License	12/1/2024
NJ	Fair Lawn	Food Establishment License (Health Dept.)& Food Handlers Registration	12/31/2024
NJ	Fair Lawn	Life Hazard Use Certificate of Reg	9/9/2025
NJ	Fair Lawn	Off Premise Storage of Records Permit	6/30/2025
NJ	Fair Lawn	Outdoor Café Permit - License Exp 11/30 renewal	11/30/2024
NJ	Fairlawn	Alternate Name Registration	11/12/2024
FL	Ft. Lauderdale	Seating Food Service License	12/1/2024
FL	Ft. Lauderdale Rest	Broward County Business Tax Receipt	9/30/2025
FL	Ft. Lauderdale Rest	City of FTL Business Tax Receipt	9/30/2025
PA	Horsham	Montgomery County - Health Dept Food Retail Service License	2/28/2025
FL	Kendall	DBPR Seating Food Service License	10/1/2025
FL	Kendall	Fats Oils & Grease Annual Operating Permit	12/31/2024

State	City	License	Exp Date
FL	Kendall	Fire Rescue - Life Safety Permit	1/31/2025
FL	Kendall	Miami Dade County Business Tax Receipt	9/30/2025
MA	Littleton	Business Certificate - Town of Littleton	6/1/2028
MA	Littleton	Certificate of Inspection (Bldg Dept Insp) prior to liquor renewal	10/31/2024
MA	Littleton	Common Victualler License	12/31/2024
MA	Littleton	Entertainment License	12/31/2024
MA	Littleton	Health Dept - Permit to Operate a Food Establishment	10/31/2024
NJ	Marlboro	2 Fire Prevention Permits/NonLife Hazard Use (Mercantile-Food Handler Permits)	12/31/2024
NJ	Marlboro	Alternate Name Registration	11/12/2024
NJ	Marlboro	Life Hazard Use Certificate of Reg	6/8/2025
NJ	Marlboro	Off Premise Storage of Records Permit	6/30/2025
PA	McMurray	Retail Food Facility License	8/18/2025
FL	Miami Lakes	DBPR Seating Food Service License	10/1/2025
FL	Miami Lakes	Fats Oils & Grease Annual Operating Permit	12/31/2024
FL	Miami Lakes	Miami Dade County Business Tax Receipt	9/30/2025
FL	Miami Lakes	Miami Dade Fire Rescue Dept - Life Safety Permit	9/30/2025
FL	Miami Lakes	Town of Miami Lakes Business Tax Receipt	9/30/2025
FL	Miramar	Broward County Business Tax Receipt	9/30/2025
FL	Miramar	City of Miramar Business Tax Receipt	9/30/2025
FL	Miramar	Seating Food Service License	12/1/2024
PA	Monroeville	Business License	12/31/2024
PA	Monroeville	Health Permit	4/30/2025
NJ	Mount Laurel	Alternate Name Registration	8/25/2025
NJ	Mount Laurel	Bureau of Fire Prevention	10/10/2024
NJ	Mount Laurel	Business License	12/31/2024
NJ	Mount Laurel	Cert of Registration	2/7/2025
NJ	Mount Laurel	Food Handler License	12/31/2024
NJ	Mount Laurel	Life Hazard Use Certificate of Reg	2/7/2025
NJ	Mount Laurel	Off Premise Storage of Records Permit	6/30/2025
FL	North Lauderdale	Broward County Business Tax Receipt	9/30/2025
FL	North Lauderdale	City of FTL Business Tax Receipt	9/30/2025
FL	North Lauderdale	Seating Food Service License	12/1/2024
FL	North Maimi	DBPR Seating Food Service License	10/1/2025
FL	North Miami	Certificate of Use	9/30/2025
FL	North Miami	City of North Miami Business Tax Receipt	9/30/2025

State	City	License	Exp Date
FL	North Miami	Life Safety Permit	1/31/2025
FL	North Miami	Miami Dade County Business Tax Receipt	9/30/2025
FL	North Tampa	Hillsborough County Business Tax Receipt	9/30/2025
FL	North Tampa	Seating Food Service License	2/1/2025
FL	Pembroke Pines	Broward County Business Tax Receipt	9/30/2025
FL	Pembroke Pines	City of Pembroke Pines Business Tax Receipt	9/30/2025
FL	Pembroke Pines	Seating Food Service License	12/1/2024
FL	PGA	City of Palm Beach Gardens Business Tax Receipt	9/30/2025
FL	PGA	PB County Business Tax Receipt	9/30/2025
FL	PGA	Seating Food Service License	12/1/2024
DE	Pike Creek	Food Establishment Permit	6/1/2025
DE	Pike Creek	Public Assembly License	7/27/2025
DE	Pike Creek	State of Delaware Business License	12/31/2024
FL	Pinecrest	DPBR Seating Food Service License	10/1/2025
FL	Pinecrest	Fats Oils & Grease Annual Operating Permit	12/31/2024
FL	Pinecrest	Life Safety Permit	2/28/2025
FL	Pinecrest	Miami Dade Business Tax Receipt	9/30/2025
FL	Pinecrest	Village of Pinecrest Business Tax Receipt	9/30/2025
FL	Plantation	Broward County - Business Tax Receipt	9/30/2025
FL	Plantation	City of Plantation - Business Tax Receipt	9/30/2025
FL	Plantation	City of Plantation - Ind. Disch Permit Renewal	6/1/2025
FL	Plantation	City of Plantation Business Tax Receipt	9/30/2025
FL	Plantation	Seating Food Service License	12/1/2024
FL	Pompano	Broward County Business Tax Receipt	9/30/2025
FL	Pompano	City Pompano Beach - Business Tax Receipt (3)	9/30/2025
FL	Pompano	Seating Food Service License	12/1/2024
NJ	Ramsey	Alternate Name Registration	11/12/2024
NJ	Ramsey	Board of Health License	12/31/2024
NJ	Ramsey	Certificate of Inspection	6/7/2025
NJ	Ramsey	Fire Prevention Annual Permit Fee - Outdoor Propane Heaters	3/31/2025
NJ	Ramsey	Life Hazard Use Reg	4/10/2025
NJ	Ramsey	Off Premise Storage of Records Permit	6/30/2025
NJ	Ramsey	Outdoor Dining License	12/31/2024
MA	Reading	Annual Dumpster Permit	12/31/2024
MA	Reading	Certificate of Inspection	12/31/2024
MA	Reading	Certificate of Inspection (Bldg) - prior to liquor renewal	12/31/2024
MA	Reading	Common Victualler License	12/31/2024

State	City	License	Exp Date
MA	Reading	Entertainment License	12/31/2024
MA	Reading	Health Dept-Permit to Operate a Food Establishment	12/31/2024
FL	Sand Lake	Orange County Business Tax Receipt	9/30/2025
FL	Sand Lake	Seating Food Service License	4/1/2025
PA	Settler's Ridge	Allegheny County Health Department Permit	11/30/2024
FL	South Tampa	Annual Place of Assembly Occupancy Permit	10/11/2024
FL	South Tampa	Annual Report of Food & Alcoholic Beverages	1/9/2025
FL	South Tampa	City of Tampa Business Tax Receipt	9/30/2025
FL	South Tampa	Hillsborough County Business Tax Receipt	9/30/2025
FL	South Tampa	Seating Food Service License	2/1/2025
FL	Stuart	City of Stuart - Business Tax Receipt	9/30/2025
FL	Stuart	Martin County Business Tax Receipt	9/30/2025
FL	Stuart	Seating Food Service License	12/1/2024
FL	Trexlertown	Business License	4/30/2025
PA	Trexlertown	Retail Food License (Health Dept)	3/22/2025
NY	Wantagh	Alarm Permit	2/1/2025
NY	Wantagh	Nassau County Dept of Health	12/31/2024
NY	Wantagh	NYSLA Liquor License	2/28/2025
NY	Wantagh	Town of Hempstead Public Assembly License	2/28/2025
PA	Wayne	Delaware County Health Dept	12/5/2024
PA	Wayne	Outdoor Dining Permit - License Exp 11/30 -	11/30/2024
NJ	Wayne NJ	Alternate Name Registration	5/13/2029
NJ	Wayne NJ	Industrial Pretreatment Permit	6/30/2029
NJ	Wayne NJ	Off Premise Storage of Records Permit	6/30/2025
NJ	Wayne NJ	Retail Food Establishment License including Outdoor Café End.	6/30/2025
NJ	Wayne, NJ	Life Hazard Use Certificate of Reg	7/24/2025
PA	Wayne, PA	PA Sales Tax License	3/31/2025
FL	Wellington	PB County Business Tax Receipt	9/30/2025
FL	Wellington	Seating Food Service License	12/1/2024
FL	Wellington	Village of Wellington Business Tax Receipts (2)	9/30/2025
FL	Weston	Broward County Business Tax Receipt	9/30/2025
FL	Weston	City of Weston Business Tax Receipt & Outdoor Seating License	9/30/2025
FL	Weston	Seating Food Service License	12/1/2024
MA	Westwood	Cert of Inspection - Bldg Dept - prior to liquor renewal	12/11/2024

State	City	License	Exp Date
MA	Westwood	Entertainment License	12/31/2024
MA	Westwood	Health Dept - Permit to Operate a Food Establishment	5/31/2025
MA	Westwood	Liquor License/Common Victualler License (includes Bldg and Fire Inspections as well as Health signoff required)	12/31/2024
DE	Wilmington	Food Establishment Permit	8/1/2025
DE	Wilmington	Public Assembly License	12/29/2024
DE	Wilmington	State of Delaware Business License	12/31/2024
NY	Woodbury	Nassau County Dept. of Health Permit	5/31/2025
NY	Woodbury	Nassau County Emergency Light Testing	1/23/2024
NY	Woodbury	Public Assembly License	8/31/2025
PA	Wyomissing	Retail Food Facility License	10/14/2025

Schedule 2.1(u)

List of Assumed Benefit Plans

[Buyer to Provide]

Schedule 2.2(a)**List of Entities that Constitute the Excluded Business**

BURGERFI INTERNATIONAL, INC.
BURGERFI INTERNATIONAL, LLC
BF RESTAURANT MANAGEMENT LLC
BURGERFI IP, LLC
BF BOCA RATON, LLC
BF BOCA RATON-BOCA POINTE, LLC
BF CITY PLACE- WEST PALM, LLC
BF COMMACK, LLC
BF CORAL SPRINGS, LLC
BF DELRAY-LINTON, LLC
BF FORT MYERS-DANIELS, LLC
BF JACKSONVILLE RIVERSIDE, LLC
BF JACKSONVILLE TOWN CENTER, LLC
BF LBTS, LLC
BF MIAMI BEACH-COLLINS, LLC
BF MIRAMAR, LLC
BF PBG, LLC
BF TAMPA BAY, LLC
BF TAMPA-CHANNELSIDE LLC
BGM PEMBROKE PINES, LLC
BF NY 82, LLC

Schedule 2.2(b)

Bank Accounts that are Excluded Assets

Bank	Account	Account Holder	Description
All bank accounts owned or held in the name of entity that is not a Seller			

Schedule 2.2(j)

Additional Excluded Assets

All insurance policies of the Sellers, except as listed on Schedule 2.1(a) or Schedule 2.1(u).

Schedule 2.6**Material Contracts**

All leases identified in **Schedule 1.1(c)** (Real Property Leases) which is incorporated here by this reference, plus the following:

Vendor Name	Vendor No.	Brand	Category	Store No.	Proposed Cure
ABOLLAH MALEKZADEH	V00341	ACFP	Facility Lease	1039	\$17,729.53
ACADIA REALTY LP AS AGENT	V00282	ACFP	Facility Lease	1031	\$32,453.79
ADT Commercial LLC	V01582	ACFP	Facility Maintenance	N/A	\$0.00
ADVANCE PROPERTIES LLC	V02713	ACFP	Facility Lease	1055	\$27,149.43
Agile Hospitality Solutions (Debbie Allison)	V02375	ACFP	Independent Contractor	N/A	\$0.00
Agrosuper	None	ACFP	Food & Beverage	N/A	\$0.00
Alarm-Tech Security Systems, Inc.	V01033	ACFP	Facility Maintenance	N/A	\$390.40
ALLISON E. TURNER	V00347	ACFP	Parking lease	1017	\$2,500.00
American Beverage Marketers	None	ACFP	Food & Beverage	N/A	\$0.00
Atalanta Corporation	None	ACFP	Food & Beverage	N/A	\$0.00
Badia Spices, Inc	Sysco	ACFP	Food & Beverage	N/A	\$0.00
BELVEN INVESTMENT LLC	V00284	ACFP	Facility Lease	1026	\$27,360.48
Bindi North America	None	ACFP	Food & Beverage	N/A	\$0.00
Blaschak Anthracite	V01790 / V03115	ACFP	Food & Beverage	N/A	\$0.00
BOCA 845 LLC	V02284	ACFP	Facility Lease	1018	\$44,254.24
BoxTech LLC	None	ACFP	Food & Beverage	N/A	\$0.00
Breakthru Beverage Delaware	V00177	ACFP	Alcohol distributor	N/A	\$6,133.47
BW 1901 SOUTH DALE MABRY LLC	V00285	ACFP	Facility Lease	1045	\$0.00
CARROLLWOOD V GROUP LLC	V00287	ACFP	Facility Lease	1022	\$13,254.61
Catteron Management Company, LLC	V01342	ACFP	Other	N/A	\$1,142.28
CAUSEWAY SQUARE LLC	V00288	ACFP	Facility Lease	1064	\$15,398.81
CH RETAIL FUND II/PHILADELPHIA	V00291	ACFP	Facility Lease	1071	\$35,335.88
COMPUTERSHARE GOVERNANCE SERVICES INC	V02771	ACFP	Corporate Services	N/A	\$7,130.00
CoreTrust	None	ACFP	Food & Beverage	N/A	\$0.00
CORVID CYBERDEFENSE LLC	V02125	ACFP	IT	N/A	\$400.00
COUNTRY GLEN LLC	V00293	ACFP	Facility Lease	1037	\$31,251.56
COZZINI BROTHERS INC.	V00768	ACFP	Restaurant Services	N/A	\$15,004.13
DELRAY BEACH ASSOCIATES INC.	V00295	ACFP	Facility Lease	1017	\$14,634.58
DIRECTV, LLC	V00379	ACFP	IT	N/A	\$10,248.05

Vendor Name	Vendor No.	Brand	Category	Store No.	Proposed Cure
Ecolab Inc.	V00866 / V00779 / V00867 / V00191 / V00192	ACFP	Facility Maintenance	N/A	\$69,184.07
Edward Don & Company	V00868	ACFP	Facility Maintenance	N/A	\$107,797.08
Elkay Plastics Co Inc.	None	ACFP	Food & Beverage	N/A	\$0.00
Enabling Procurement UK Ltd	V00205 / V01784	ACFP	Food & Beverage	N/A	\$0.00
E-PLAN LLC	V00297	ACFP	Facility Lease	1038	\$19,479.00
Essity Professional Hygiene NA, LLC	None	ACFP	Facility Maintenance	N/A	\$0.00
EXTON/WHITELAND DEVCO	V00299	ACFP	Facility Lease	1054	\$14,800.61
ezCater, Inc.	None	ACFP	Marketing	N/A	\$0.00
FAIR LAWN PROMENADE LLC	V00302	ACFP	Facility Lease	1057	\$38,746.80
FEDERAL EXPRESS CORPORATION AND FEDEX GROUND PACKAGE SYSTEM, INC.	V00903	ACFP	Shipping	N/A	\$1,188.01
FinTech Distributors	V00045	ACFP	Alcohol distributor	N/A	\$99,792.85
FrankCrum	V00905	ACFP	PEO	N/A	\$0.00
GO HAPPY LABS LLC	V01477	ACFP	Corporate Services	N/A	\$9,587.70
Granite Telecommunications, LLC	V00391	ACFP	IT	N/A	\$225,768.19
H. VANZO KNIFE SERVICES INC.	V00802	ACFP	Restaurant Services	N/A	\$89.56
HOODZ OF GREATER PALM BCH	V01107	ACFP	Restaurant Services	N/A	\$11,650.00
HORSHAM REALTY PARTNERS	V00307	ACFP	Facility Lease	1032	\$36,200.69
HUB SHARPENING SERVICE INC	V00801	ACFP	Restaurant Services	N/A	\$1,602.00
INLAND COMM REAL EST SVC LLC	V00309	ACFP	Facility Lease	1042	\$35,256.33
INVENTRUST PROPERTIES CORP	V00312	ACFP	Facility Lease	1016	\$28,096.55
INVESTMENTS LIMITED	V00310	ACFP	Facility Lease	1061	\$21,250.14
Iris Group Holdings LLC	V01582	ACFP	Facility Maintenance	N/A	\$40,815.00
JMC Technology Consulting	V02774	ACFP	IT	N/A	\$0.00
JOSE L. SALMERON	V00858	ACFP	Parking lease	1010	\$150.00
KIMBEL G CLACKSON GEN PTR	V02727	ACFP	Facility Lease	1051	\$51,531.00
KIMCO REALTY CORPORATION	V01757	ACFP	Facility Lease	1028	\$18,665.36
KK MARKETPLACE 2468 LLC	V02439	ACFP	Facility Lease	1040	\$18,665.36
LA CO EMPLOYEES RETIREMENT ASSOC	V00306	ACFP	Facility Lease	1065	\$28,361.53
LANCASTER WAYNE ASSOCIATES	V00315	ACFP	Facility Lease	1036	\$2,712.04
LEAP BRANDON LP	V00316	ACFP	Facility Lease	1030	\$26,768.27
LEGACY SOK ASSOCIATES LLC	V00314	ACFP	Facility Lease	1034	\$20,941.72
LINKEDIN CORPORATION	V00981	ACFP	IT	N/A	\$5,614.11
LOOMIS ARMORED US, LLC	V03080	ACFP	Restaurant Services	N/A	\$52,062.50
MADE VENTURE HOLDINGS LLC	V00317	ACFP	Facility Lease	1015	\$39,949.61
MARLBORO PLAZA ASSOCIATES LLC	V00319	ACFP	Facility Lease	1062	\$17,216.00
METLIFE CORE PROPERTY REIT LLC	V00320	ACFP	Facility Lease	1023	\$34,615.02

Vendor Name	Vendor No.	Brand	Category	Store No.	Proposed Cure
Mike's Pies	None	ACFP	Food & Beverage	N/A	\$0.00
MIRUS INFO TECHNOLOGY SVCS	V00723	ACFP	IT	N/A	\$2,130.00
Mirus Information Technology Services Inc	V00723	ACFP	IT	N/A	\$2,130.00
MS WALKER INC	V00233	ACFP	Alcohol distributor	N/A	\$838.15
N.K.S. Distributors Inc	V00238	ACFP	Alcohol distributor	N/A	\$3,176.80
NDM Hospitality Services LLC - Supply and License Agreement - Kissimmee-Rolling Oaks	None	ACFP	Franchisee	N/A	\$0.00
Nespresso USA, Inc.	V00236	ACFP	Food & Beverage	N/A	\$3,050.58
NEW SIROLO LLC	V00323	ACFP	Facility Lease	1047	\$25,878.19
NORTHEAST CUTLERY INC	V00830	ACFP	Restaurant Services	N/A	\$1,095.00
NuCO2 LLC	V00388	ACFP	Food & Beverage	N/A	\$12,929.96
Olo Hospitality LLC	V02393	ACFP	IT	N/A	\$125,459.96
Pat Marzano	V00515	ACFP	PEO	N/A	\$0.00
Paytronix Systems, Inc.	V00684	ACFP	Marketing	N/A	\$16,451.42
PEMBROKE LAKES SQUARE LLC	V00325	ACFP	Facility Lease	1020	\$118,872.01
PEPPERTREE COMMONS REALTY LLC	V00326	ACFP	Facility Lease	1049	\$19,526.18
POINT-LC1 LLC	V00329	ACFP	Facility Lease	1070	\$86,708.13
POMPANO MZL LLC	V00330	ACFP	Facility Lease	1013	\$33,945.16
PORT PLAZA LLC	V00331	ACFP	Facility Lease	1010	\$78,154.37
POSitouch Shift4	None	ACFP	IT	N/A	\$0.00
Produce Alliance, LLC	V00159	ACFP	Food & Beverage	N/A	\$371,771.88
PUBLIX SUPER MARKETS INC.	V00332	ACFP	Facility Lease	1025	\$13,268.98
PZ MIRACLE GL LLC	V00333	ACFP	Facility Lease	1046	\$18,846.19
Quality Beverage LP	V00247	ACFP	Alcohol distributor	N/A	\$427.95
RAMSEY HOLDINGS LLC	V00335	ACFP	Facility Lease	1043	\$31,705.37
RENEE TAYLOR	V02023	ACFP	Restaurant Services	N/A	\$1,279.56
Resource Point of Sale, LLC	V04023	ACFP	IT	N/A	\$51,205.83
RICHARDSON OILSEED PRODUCTS (US) LIMITED	None	ACFP	Food & Beverage	N/A	\$0.00
RK 1600 COMMONS, LLC	V02993	ACFP	Facility Lease	1066	\$18,338.64
RK VERANDA LLC	V01465	ACFP	Facility Lease	1014	\$21,201.93
ROYAL OAKS PLAZA INC.	V00336	ACFP	Facility Lease	1029	\$34,905.22
Ruby Robinson Company, LLC (d/b/a "The Ruby Company")	None	ACFP	Food & Beverage	N/A	\$0.00
RUBY WINES INC.	V00253	ACFP	Alcohol distributor	N/A	\$96.00
SAM MANAGEMENT CORPORATION	V00121	ACFP	Facility Lease	1012	\$22,086.50
Seviroli Foods & Vertullo Import	None	ACFP	Food & Beverage	N/A	\$0.00
Shift4 Payments Inc	None	ACFP	IT	N/A	\$0.00
SPRING RIDGE LP	V00340	ACFP	Facility Lease	1053	\$17,099.21
Standard Distributing Co. Inc	V00260	ACFP	Alcohol distributor	N/A	\$2,394.25
Stoner Bunting Advertising	V00695	ACFP	Marketing	N/A	\$0.00
STUART CENTRE INVESTORS LLC	V00342	ACFP	Facility Lease	1021	\$11,185.10
SULTAN FAMILY LIMITED PARTNERSHIP	V04009	ACFP	Parking lease	1010	\$0.00
SVF HOLDING REAL ESTATE INVESTMENT TRUST	V00344	ACFP	Facility Lease	1063	\$41,618.52
TGG TCH HAMILTON CROSSINGS	V00345	ACFP	Facility Lease	1074	\$22,051.28

Vendor Name	Vendor No.	Brand	Category	Store No.	Proposed Cure
Toast Inc.	V03154	ACFP	IT	N/A	\$11,912.59
TOZZI FLORIDA LIMITED PARTNERSHIP	V00328	ACFP	Facility Lease	1024	\$22,741.07
TREA WESTON LLC	V00346	ACFP	Facility Lease	1011	\$25,830.00
TWO WALKER'S BROOK CROSSING	V00349	ACFP	Facility Lease	1067	\$18,857.30
United Security & Fire Alarm Inc.	V01184	ACFP	Facility Maintenance	N/A	\$1,368.68
US Foods, Inc	V00160	ACFP	Food & Beverage	N/A	\$800,027.35
WAYNECHESTER PLAZA LLC	V00654	ACFP	Facility Lease	1059	\$18,455.94
WBC Liquor License, Inc /c/o Pagagona Real Estate, Inc.	None	ACFP	Liquor License	N/A	\$0.00
WL SUNRISE HIGHWAY LLC	V00662	ACFP	Facility Lease	1048	\$17,835.45
YOOBIC Inc	V03024	ACFP	Corporate Services	N/A	\$32,206.60

Schedule 2.9

Purchase Price Allocation

90% Class IV
10% Class VII
IRS Form 8594

Schedule 5.1(a)

**Exceptions to Sellers' Conducting Business in the Ordinary Course
Until Termination or Closing**

None.

Schedule 5.2

Exceptions to Certain Restricted Conduct of Seller

None.

Schedule 5.4**Alcohol Licenses**

State	City	License	Exp Date
FL	Aventura	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	Boca Raton (West)	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
NY	Bohemia	Liquor License	12/31/2025
FL	Brandon	Div of Alcoholic Beverages & Tobacco	9/30/2025
NY	Carle Place	Liquor License	9/30/2026
NY	Carle Place	Liquor License	9/30/2026
FL	Clearwater	Div. Of Alcoholic Beverages & Tobacco	9/30/2025
NY	Commack	Liquor License	1/31/2025
FL	Coral Gables	Div. Of Alcoholic Beverages & Tobacco - 4COP	3/31/2025
FL	Coral Springs	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	Delray	Div. Of Alcoholic Beverages & Tobacco - 4COP	3/31/2025
FL	Doral	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	East Boca	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
NJ	Edison	Township of Edison Liquor License	6/30/2025
NJ	Edison	State of NJ Liquor License	6/30/2025
PA	Exton	PA Restaurant Liquor License	3/31/2025
NJ	Fair Lawn	Township of Fair Lawn Liquor License	6/30/2025
NJ	Fair Lawn	State of NJ Liquor License	6/30/2025
FL	Ft. Lauderdale	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
PA	Horsham	Liquor License	4/30/2025
FL	Kendall	Div. Of Alcoholic Beverages & Tobacco - 4COP	3/31/2025
MA	Littleton	Liquor License/Common Victualer	12/31/2024
NJ	Marlboro	Township of Marlboro Liquor License	6/30/2025
NJ	Marlboro	State of NJ Liquor License	6/30/2025
PA	McMurray	Liquor License	6/30/2025
FL	Miami Lakes	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	Miramar	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
PA	Monroeville	Liquor License	5/31/2025
NJ	Mount Laurel	Township of Mount Laurel Liquor License	6/30/2025

State	City	License	Exp Date
NJ	Mount Laurel	State of NJ Liquor License	6/30/2025
FL	North Lauderdale	Div. of Alcoholic Beverages & Tobacco	3/31/2025
FL	North Miami	Div. of Alcoholic Beverages & Tobacco	3/31/2025
FL	North Tampa	Div. Of Alcoholic Beverages & Tobacco	9/30/2025
FL	Pembroke Pines	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	PGA	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
DE	Pike Creek	DE Liquor License	3/31/2025
FL	Pinecrest	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	Plantation	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	Pompano	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
NJ	Ramsey	Township of Ramsey liquor license	6/30/2025
NJ	Ramsey	State of NJ Liquor License	6/30/2025
MA	Reading	Liquor License	12/31/2024
FL	Sand Lake	Div. Of Alcoholic Beverages & Tobacco	9/30/2025
PA	Settler's Ridge	PA Liquor License	5/31/2025
FL	South Tampa	Div. Of Alcoholic Beverages & Tobacco	9/30/2025
PA	Springfield	Liquor License - file by 10/2	11/30/2024
FL	Stuart	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
PA	Trexlerstown	Liquor License	4/30/2025
PA	Wayne	Liquor License	11/30/2024
NJ	Wayne NJ	Township of Wayne Liquor License	6/30/2025
NJ	Wayne NJ	State of NJ Liquor License	6/30/2025
FL	Wellington	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	West Palm Beach	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
FL	Weston	Div. Of Alcoholic Beverages & Tobacco	3/31/2025
DE	Wilmington	State of Delaware Liquor License	3/31/2025
DE	Wilmington	DE Liquor License	3/31/2025
NY	Woodbury	Liquor License	7/31/2025
PA	Wynnewood	Liquor License	4/30/2025
PA	Wyomissing	PA Restaurant Liquor License	3/31/2025

Schedule 7.2

Intellectual Property Rights

AFCP – IP Assets

TRADEMARKS

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
1	ANTHONY'S COAL-FIRED PIZZA	Anthony's Coal-Fired Pizza, Inc. (Florida Corp.), Fort Lauderdale, FL	United States	Cancelled	3073126 03/28/2006	IC 043: [Restaurant services, namely eat-in and take-out coal oven pizza and other items].
2	 Wordmark: A	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	4298149 03/05/2013	IC 043: Restaurant Services.
3	PIZZA WELL DONE	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	3491870 08/26/2008	IC 043: Restaurant services; restaurant services featuring pizza.
4	WARNING OUR PIZZA IS "WELL DONE"	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	3611855 04/28/2009	IC 043: Restaurant services; restaurant services featuring pizza.
5	 Wordmark: A	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	4298145 03/05/2013	IC 043: Restaurant Services.

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
6	 Wordmark: ANTHONY'S COAL FIRED PIZZA EST. 2002	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	6049375 05/05/2020	IC 043: Restaurant services; Take-out restaurant services.
7	ANTHONY'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	5146811 02/21/2017	IC 043: Restaurant, catering and take-out restaurant services.
8	 Wordmark: ANTHONY'S COAL FIRED PIZZA & WINGS	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	97055701 11/01/2022	IC 043: Restaurant, catering and take-out restaurant services.
9	ANTHONY'S COAL FIRED PIZZA & WINGS	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	6889780 11/01/2022	IC 043: Catering services; Restaurant services; Take-out restaurant services.

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
10	 Wordmark: ANTHONY'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	5988325 02/18/2020	IC 043: Restaurant services; Take-out restaurant services.
11	 Wordmark: EST 1984 ANTHONY'S PIZZA & PASTA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	4579133 08/05/2014	IC 043: Restaurant Services.
12	OUR PIZZA IS WELL DONE	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	3079073 04/11/2006	IC 043: Restaurant services featuring eat-in and take-out coal oven pizza.
13	ANTHONY'S PIZZA & PASTA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Registered	2661703 12/17/2002	IC 042: Restaurant Services.
14	COAL FIRED & COCKTAILS	Anthony's Pizza Holding	United States	Cancelled	3995391 07/12/2011	IC 043: [Restaurant services featuring special cocktail hours].

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
		Company, LLC (Florida LLC), Fort Lauderdale, FL				
15	 Wordmark: ANTHONY'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	78547723 Filing Date: 01/14/2005	IC 043: [Restaurant services, namely eat-in and take-out coal oven pizza and other items].
16	ITALIAN SOUL FOOD	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	85004855 Filing Date: 04/02/2010	IC 030: Food and menu items for consumption on and off the premises, and related restaurant services.
17	ANTHONY'S	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	87087885 Filing Date: 06/29/2016	IC 043: Restaurant services; Restaurant services featuring Italian food; Restaurants featuring home delivery.
18	ANTHONY B'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	86951620 Filing Date: 03/24/2016	IC 043: Restaurant, catering and take-out restaurant services.
19	ITALIAN TAILGATE	Anthony's Pizza Holding Company, LLC (Florida LLC),	United States	Cancelled	4545442 06/03/2014	IC 043: [Restaurant, catering and take-out restaurant services].

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
		Fort Lauderdale, FL				
20	ANTHONY BRUNO'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	86951606 Filing Date: 03/24/2016	IC 043: Restaurant, catering and take-out restaurant services.
21	ANTONY'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	86951633 Filing Date: 03/24/2016	IC 043: Restaurant, catering and take-out restaurant services.
22	ITALIAN SOUL FOOD	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	86073174 Filing Date: 09/24/2013	IC 043: Restaurant, catering and take-out restaurant services.
23	ANTHONY'S COAL FIRED	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Cancelled	87110516 06/13/2017	IC 043: [Restaurant, catering and take-out restaurant services].
24	ITALIAN SOUL FOOD	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Cancelled	4929329 03/29/2016	IC 043: [Restaurant, catering, and take-out restaurant services, namely, providing food and menu items for consumption on and off the premises].

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
25	 Wordmark: THE A LIST	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Cancelled	4885352 01/12/2016	IC 035: [Providing a customer loyalty and incentive award program for restaurant and take-out food patrons].
26	THE ROASTED WING	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Abandoned	97068390 Filing Date: 10/11/2021	IC 041: Restaurant, catering and take-out restaurant services; on-line ordering of food and beverages using delivery services of third party vendors.
27	 Wordmark: ANTHONY'S COAL FIRED PIZZA	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Cancelled	5195312 05/02/2017	IC 043: [Restaurant, catering and take-out restaurant services].
28	MEATBALLS & MARTINIS	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	United States	Cancelled	3987405 06/28/2011	IC 043: [Restaurant services featuring special cocktail hours].
29	ANTHONY'S COAL FIRED PIZZA & WINGS	Anthony's Pizza Holding Company, LLC (Florida LLC), Fort Lauderdale, FL	Canada	Registered	TMA1227436 03/28/2024	IC 043: Catering services; restaurant services; take-out restaurant services
30	ANTHONY'S PIZZA & PASTA	Anthony's Pizza Holding	Canada	Registered	TMA666347 06/20/2006	IC 043: Restaurant Services.

No	Trademark	Owner	Country	Status	Reg./Ser. No. & Date	Goods/Services
31	 Wordmark: ANTHONY'S COAL FIRED PIZZA PIZZA WELL DONE	c/o CONSTRUTOR A CONCEPCION S.A.C. (legal entity)	Peru	Registration cancellation pending	S00092541 02/25/2016	IC 043: Servicios de restauración (alimentación)

DOMAIN NAMES

No	Domain Name	Registrant	Registrar	Website Activity
1	www.acfp.com/home	ANONYMOUS	CSC Corporate Domains, Inc. www.cscprotectsbrands.com	Active

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None.

Schedule 7.4(b)**Designation Rights Assets**

All Real Property Leases identified in Schedule 1.1(c), which is incorporated here by this reference.

All Contracts related to the Business, including all benefit plans and all Contracts identified in Schedule 2.6, which is incorporated here by this reference.

Notwithstanding the foregoing, or anything to the contrary in this Agreement, in no event shall this Schedule 7.4(b) be deemed to include or incorporate the following:

- a. Any contract or lease that is an Excluded Asset.
- b. Any contract or lease that has been rejected by the Debtors prior to the Closing (or is subject to a rejection motion filed by the Debtors that is pending as of the Closing).

EXHIBIT A

FORM

of

Management Agreement

MASTER INTERIM MANAGEMENT AGREEMENT**Between****BURGERFI INTERNATIONAL, INC.****and****TREW CAPITAL MANAGEMENT PRIVATE CREDIT 2 LLC**

This Master Interim Management Agreement (this “**Agreement**”), dated as of [●], 2024, is entered into by and between BurgerFi International, Inc. and its affiliates that are signatories hereto (collectively, “**Owner**”) and [●], as designee of TREW Capital Management Private Credit 2 LLC (the “**Manager**”), effective as of the Closing Date of the Transactions contemplated by the Asset Purchase Agreement (as defined below) (the “**Effective Date**”).² Owner and Manager are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.” All capitalized terms not otherwise defined herein have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Owner and Manager have entered into that certain Asset Purchase Agreement, dated as of [●], a true and correct copy of which (without Schedules or Exhibits, is attached hereto as **Exhibit A** (the “**Asset Purchase Agreement**”). The Asset Purchase Agreement and this Agreement were approved by Order of the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) that was entered in the Owner’s chapter 11 Case on or about [●] (the “**Sale Order**”). As a consequence, pursuant to the Sale Order, on [●], Manager has either (i) purchased from Owner out of bankruptcy, and now owns, substantially all the assets relating to for each restaurant listed on Schedule 2 of this Agreement (each, a “**Restaurant**,” and collectively, the “**Restaurants**”) or (ii) designated real property leases for certain Restaurants as Designation Rights Assets (as defined below).

WHEREAS, each Restaurant is a casual-dining restaurant including the (i) on premise sale and consumption of beer and distilled spirits under the respective Alcohol Licenses held or used by Manager and listed on Schedule 3 of this Agreement (each, a “**Alcohol License**,” and collectively, the “**Alcohol Licenses**”) and (ii) sale of food under the respective Permits in the name of Manager and listed on Schedule 4 (each, a “**Permit**,” and collectively, the “**Permits**”).

² Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in the Asset Purchase Agreement.

WHEREAS, Owner and Manager want the operation of each of the Restaurants to continue without interruption until Manager, with respect to each such Restaurant, either (i) with respect to each Restaurant where substantially all of the assets were purchased by Manager under the Asset Purchase Agreement (each, a **“Purchased Restaurant,”** and collectively, the **“Purchased Restaurants”**), obtains from the relevant state and/or local government regulatory authorities the Alcohol License Approvals and Permits, as applicable, at such Purchased Restaurant in its name either through transfer or initial application or (ii) with respect to each Restaurant where the Real Property Lease associated with such Restaurant was designated by Owner as Designation Rights Assets under the Asset Purchase Agreement (each, a **“Designation Rights Restaurant,”** and collectively, the **“Designation Rights Restaurants”**), designates the Designation Rights Assets at such Designation Rights Restaurant as Excluded Assets in accordance with Section 6.4 of the Asset Purchase Agreement. As used in this Agreement, the term “Restaurants” refers to all Purchased Restaurants and all Designation Rights Restaurants; provided that upon the designation of any Designation Rights Restaurant as an Excluded Asset becoming effective, such Excluded Asset will thereafter no longer be deemed a Restaurant for any purpose hereunder.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration as provided herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. The **“Term”** will commence on the Effective Date and will terminate: (i) for each Purchased Restaurant and each Designation Rights Restaurant that subsequently becomes a Purchased Asset pursuant to Section 6.4 of the Asset Purchase Agreement, upon the earliest of (a) Manager's receipt via transfer from the Owner or through initial application for license issuance from the pertinent state and/or local regulatory authority(ies) of each Alcohol License Approval and Permit for said Restaurant, or (b) ten (10) Business Days after the date that Owner receives written notice of termination from Manager; and (ii) for each other Designation Rights Restaurant, upon the earlier of (x) the applicable Designation Deadline, (y) two Business Days after the date that Owner receives written notice from Manager designating the exclusion of the Real Property Lease associated with such Designation Rights Restaurant pursuant to Section 6.4 of the Asset Purchase Agreement, and (z) the effective date of rejection of the Real Property Lease associated with such Designation Rights Restaurant pursuant to Section 6.4 of the Asset Purchase Agreement. Notwithstanding anything to the contrary herein, unless extended by written mutual agreement of the Parties (which will not be unreasonably denied), the Term will terminate on [●].

2. During the Term, Owner will remain the licensed retail vendor of alcohol beverages and food for the Restaurants, as applicable, and in such capacity will manage, control, and operate the Restaurants to the extent required for each Alcohol License and Permit, as applicable, to remain effective. Owner hereby appoints Manager as its agent to assist with

operation of the Restaurants. Pursuant to its appointment as Owner's agent and subject to the following sentence, Manager will be entitled to take any and all action on behalf of Owner hereunder, including opening of any bank accounts and to collect and to retain all revenues generated by the Restaurants during the Term (the "**Revenues**"), and will be solely responsible for and obligated to pay all costs, expenses, liabilities, and obligations, including reasonable compensation for performing the services required of Owner pursuant to this Agreement and in accordance with the Asset Purchase Agreement and the insurance obligations of Owner set forth in Section 7 below (individually, a "**Liability**," and collectively, the "**Liabilities**") arising out of, related to, or associated with the Restaurants during the Term. Notwithstanding the foregoing, during the Term, Manager will collect and retain all Revenues related to the sale of alcohol beverages at the Restaurants set forth on Schedule 5 (the "**Specified Restaurants**"), and will be responsible for and obligated to pay all costs, expenses, liabilities, and obligations with respect to the sale of alcohol beverages at the Specified Restaurants. The Revenues (less the costs, expenses, liabilities and obligations set forth in the preceding sentence) from the sale of alcohol beverages at each Specified Restaurant will be deposited by Manager into an escrow account on terms reasonably acceptable to Manager and Owner, which escrow account will provide that such net Revenues will be released at the expiration of the Term for such Specified Restaurant to (i) Manager if Manager has received all requisite Alcohol License Approvals for such Specified Restaurant, or (ii) Owner in all other circumstances. Notwithstanding anything contained herein to the contrary, all employees necessary for the operation of the Restaurants will be provided by the Manager, and Owner will have no duty or authority to take action as an employer with respect to any such employee or to enter into any contract on behalf of the Owner, without the Manager's prior written consent.

3. Notwithstanding anything herein to the contrary, the Manager will directly pay or reimburse Owner for (or, if applicable, reasonably cooperate with Owner in pursuing any claims under any insurance policy that relates to any Designation Rights Restaurant that is transferred to the Manager at the Closing) any costs, expenses, claims or liabilities incurred by Owner in connection with the operation of such Designation Rights Restaurants during the Designation Rights Term; *provided, however*, that Manager will not be responsible for fees and expenses of Owner associated with the administration of the chapter 11 Cases.

4. For valuable consideration received, Owner and Manager covenant and agree as follows, which covenants and agreements will survive the termination of this Agreement:

a. Owner will have no duties or responsibilities under this Agreement other than those specified herein and no implied obligations will be read into this Agreement;

b. Neither Manager, nor any of its Affiliates, employees, officers, directors, managers, members, representatives, agents, attorneys, direct or indirect equity holders, successors, predecessors or assigns, will be liable to Owner for, and Owner releases and forever discharges Manager and its Affiliates, employees, officers, directors, managers, members, representatives, agents, attorneys, direct or indirect equity holders, successors, predecessors and assigns from, any and all claims, liabilities, actions, suits, judgments, losses, injuries, damages, costs and expenses arising out of or connected with

any act or omission of Manager or its Affiliates, employees, officers, directors, managers, members, representatives, agents, attorneys, direct or indirect equity holders, successors, predecessors and assigns pursuant to this Agreement or with respect to the performance of Manager's obligations under this Agreement, except for claims arising out of such Person's gross negligence, fraud or willful misconduct;

c. Other than with respect to the gross negligence, fraud or willful misconduct of the Owner Indemnified Parties (as defined below), Manager agrees to indemnify, defend and hold harmless and discharges Owner and its Affiliates, employees, officers, directors, Owners, members, representatives, agents, attorneys, direct or indirect equity holders, successors, predecessors and assigns (collectively, the "**Owner Indemnified Parties**") from and against any and all claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including attorneys' fees and other expenses of litigation) arising out of or resulting from (i) any escrow arrangement entered into by Owner pursuant to Section 2 hereof; (ii) such Owner Indemnified Parties' performance of Owner's obligations under this Agreement; and (iii) any losses incurred by Owner covered under Section 3 hereof.

d. During the Term, except as provided below, all purchases and services rendered with respect to the operation of the Restaurants will be in the name of the Owner, including all utility service and all accounts for the purchase of inventory. The foregoing notwithstanding, purchases of alcohol beverage inventory for the Restaurants will be made by Manager and in the name of Owner as provided below, such purchases to be paid from the Revenues (or Manager to the extent that the Revenues are insufficient to pay for such purchases); and

e. Nothing in this Agreement or the Asset Purchase Agreement will be deemed to be a transfer of any Alcohol Licenses or Permits unless and until such transfer is duly approved by all applicable Governmental Authorities having applicable licensing authority, and each Alcohol License and Permit is issued in the name of Manager or its designee. Notwithstanding the foregoing, Manager agrees to: (i) pay for all applicable annual license fees and/or license renewal fees due to the licensing authorities as of and after the Effective Date in connection with the maintenance of each Alcohol License and Permit; and (ii) provide all funds necessary to maintain each Alcohol License and Permit in full force and effect (including the providing of letters of credit and/or bonds as required by the various Governmental Authorities). If before the issuance of all Alcohol License Approvals and Permits, one or more of the Alcohol Licenses or Permits are required to be renewed or otherwise require action by the licensee or permittee of record to fulfill any administrative or legal responsibility associated with said Alcohol License(s) or Permit(s), Owner agrees to cooperate in good faith with and facilitate the filing of state and/or local license renewal applications of any such Alcohol License or Permit so as to secure the continued ability to sell and serve alcohol beverages and food at the Restaurants to the extent allowed by applicable Law; *provided, however*, that Manager will pay any license fees and expenses required to be paid as part of such renewals or actions (including the providing of letters of credit and/or bonds as required by the

various Governmental Authorities.

5. All equipment, facilities and personal property necessary for operating the Restaurants including glassware, dishwashing equipment, dispensing equipment, barware, pouring devices, storage areas and facilities, and cash registers will be maintained by Manager, and will be insured during the term of this Agreement for the benefit of Manager in accordance with this Agreement and the Asset Purchase Agreement (all such costs with respect to such insurance (including any premiums) to be paid for by Manager, except to the extent that net Revenues for the Specified Restaurants are sufficient to pay for such costs with respect to the Specified Restaurants). Manager agrees that Owner will be named as an additional loss payee under such insurance policies maintained by Manager. Notwithstanding anything herein to the contrary, the Manager will not be entitled to sell or transfer any fixtures, furnishings, equipment or machinery owned by Owner.

6. Owner will, at the sole cost and expense of Manager, use commercially reasonable efforts to maintain and/or keep all Permits valid. Without limiting any other term of this Agreement, Revenues will be used to pay for all alcohol beverages sold and served at the Restaurants, as well as for Manager's costs and expenses in operating the Restaurants (except as set forth in Section 2 hereof with respect to the Specified Restaurants) pursuant to this Agreement; *provided, however*, if such Revenues are not sufficient to pay for such costs, expenses, liabilities, and obligations with respect to the alcohol beverages sold and served at the Restaurants, Manager will pay the difference. All alcohol beverage purchases will be made in customary fashion and, to the extent required by applicable Law, Manager will maintain a checking account in the name of the holder of the Alcohol License and/or Permit, as applicable, which will be funded by Manager for the purpose of making any such purchases.

7. During the full Term hereof, Manager will keep in full force and effect: (a) commercial general liability insurance with limits of at least \$10,000,000.00 per occurrence for personal injury and death and property damage, which will, among other risks, include coverage against all claims arising out of alleged liquor law or dram shop liability, and such commercial general liability policy will name Owner as an additional insured for so long as the Alcohol Licenses and Permits are held or used by Owner; and (b) worker's compensation insurance as required by law. During the full Term hereof, Manager will: (i) use commercially reasonable efforts to keep each Alcohol License and Permit in full force and effect; and (ii) to the extent that Manager's obligations under this Agreement are insurable, maintain commercial general liability insurance for the benefit of Owner insuring Manager's obligations under this Agreement, in accordance with Manager's standard corporate insurance policies, processes and procedures (all such costs with respect to such insurance (including any premiums) to be paid for by Manager.

8. In the event that either Party violates: (a) any provision of this Agreement other than those related to Legal Requirements (as defined below) and such violation remains uncured for five business days after notice thereof to the violating Party or (b) any Legal Requirement (i) after issuance of a final decision is either not appealed or is upheld on appeal, or (ii) upon the issuance of a second citation alleging a violation of any Legal Requirement before a finding as per (i) hereof, where there is a finding of the applicable authority adverse to Manager or Owner, the

non-violating Party will have the right to terminate this Agreement immediately after five (5) business days' written notice to the violating Party; *provided, however*, that if a violation above can be cured by payment of a fine or otherwise, the non-violating Party may not terminate this Agreement if the violating Party cures such violation within the earlier to occur of (i) the time required by law or set forth in the citation, or (ii) ten business days after such decision is upheld on appeal, or if no appeal is filed, the last day permitted for filing an appeal. Upon the issuance to Manager of the required transferred or newly-issued Alcohol License Approvals or Permits for a Restaurant, Owner will (i) deliver promptly the original Alcohol Licenses or Permits, as the case may be, for such Restaurant to Manager or to the pertinent Governmental Authority, (ii) notify the pertinent Governmental Authority that it is surrendering the original Alcohol License(s) or Permit(s), as the case may be, and desires that they be canceled, and/or (iii) take such other action with respect to the pertinent Governmental Authority as it may desire to effect and confirm the cancellation of the original Alcohol License(s) or Permit(s), as the case may be, and as if it had actually surrendered the original Alcohol License(s) or Permit(s); *provided, however*, that, the foregoing notwithstanding, (i) Manager will retain to the fullest extent allowed by applicable Law the right to sell and transfer to a legally qualified purchaser any Alcohol License once Manager secures the appropriate Alcohol License Approval pursuant to applicable Legal Requirements, and (ii) upon Manager's written request, Owner will use commercially reasonable efforts to cooperate with Manager to sell and transfer such Alcohol License(s) designated by Manager and held by Owner to one or more third parties identified by Manager to the extent that such sale and transfer is permitted by applicable Legal Requirements, and the proceeds of any such sale and transfer will inure to Manager. "**Legal Requirements**" will mean and include all those Laws applicable to maintaining each relevant Alcohol License and obtaining its respective Alcohol License Approval.

9. Notwithstanding anything to the contrary in this Agreement:

a. Manager will be solely responsible for, and will timely pay, and will indemnify and hold harmless Owner from, any and all post-Closing obligations relating to any Restaurant that are payable to any third party.

b. Unless terminated under Section 1(a) of this Agreement, the Term of this Agreement for any Designation Rights Restaurant will continue until the rejection or abandonment of such asset or lease by the Owner is approved by the Bankruptcy Court.

c. The designation of any Designation Rights Restaurant as an Excluded Asset will not be effective before effectiveness of rejection or abandonment of such asset or lease by Owner as approved by the Bankruptcy Court.

10. Time is of the essence in this Agreement. Manager agrees to work diligently to secure the Alcohol License Approvals at the Restaurants and all necessary authorizations, consents and approvals to transfer the Permits at the Restaurants in its name, and Owner agrees to cooperate in good faith with Manager at Manager's sole cost and as reasonably may be necessary.

11. This Agreement will be construed and interpreted in accordance with the Laws of the State of Delaware.

12. This writing contains the entire agreement between the Parties hereto with respect to the subject matter of this Agreement, and all negotiations or prior understandings are merged herein. No modification or amendments to this Agreement will be effective unless in writing and signed by each Party hereto.

13. This Agreement will be binding upon and will inure to the benefit of the Parties hereto, their successors, assigns, transferees, personal representatives, executors, and heirs, provided that no Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

14. Nothing contained herein will be construed as to constitute the relationship hereby created as an employment, partnership, or a joint venture, Manager having no authority to make any binding agreement or commitment on behalf of Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

OWNER:

ANTHONY'S PIZZA HOLDING COMPANY, LLC
ACFP MANAGEMENT, INC.
ANTHONY'S COAL FIRED PIZZA OF AVENTURA LLC
ANTHONY'S COAL FIRED PIZZA OF BOCA RATON LLC
ANTHONY'S COAL FIRED PIZZA OF BOHEMIA, LLC
ANTHONY'S COAL FIRED PIZZA OF BRANDON, LLC
ANTHONY'S COAL FIRED PIZZA OF CARLE PLACE, LLC
ANTHONY'S COAL FIRED PIZZA OF CLEARWATER, LLC
ANTHONY'S COAL FIRED PIZZA OF COMMACK, LLC
ANTHONY'S COAL FIRED PIZZA OF CORAL GABLES, LLC
ANTHONY'S COAL FIRED PIZZA OF CORAL SPRINGS, LLC
ANTHONY'S COAL FIRED PIZZA OF DELRAY BEACH, LLC
ANTHONY'S COAL FIRED PIZZA OF DORAL, LLC
ANTHONY'S COAL FIRED PIZZA OF EAST BOCA, LLC
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ANTHONY'S COAL FIRED PIZZA OF LITTLETON LLC
ANTHONY'S COAL FIRED PIZZA OF MARLBORO LLC

ANTHONY'S COAL FIRED PIZZA OF MCMURRAY, LLC
 ANTHONY'S COAL FIRED PIZZA OF MIAMI LAKES, LLC
 ANTHONY'S COAL FIRED PIZZA OF MIRAMAR LLC
 ANTHONY'S COAL FIRED PIZZA OF MONROEVILLE, LLC
 ANTHONY'S COAL FIRED PIZZA OF MOUNT LAUREL LLC
 ANTHONY'S COAL FIRED PIZZA OF NORTH LAUDERDALE
 LLC
 ANTHONY'S COAL FIRED PIZZA OF NORTH MIAMI LLC
 ANTHONY'S COAL FIRED PIZZA OF NORTH TAMPA, LLC
 ANTHONY'S COAL FIRED PIZZA OF PALM BEACH
 GARDENS LLC
 ANTHONY'S COAL FIRED PIZZA OF PEMBROKE PINES,
 LLC
 ANTHONY'S COAL FIRED PIZZA OF PIKE CREEK, LLC
 ANTHONY'S COAL FIRED PIZZA OF PINECREST, LLC
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 ANTHONY'S COAL FIRED PIZZA OF WOODBURY, LLC
 ANTHONY'S COAL FIRED PIZZA OF WYOMISSING, LLC
 ANTHONY'S COAL-FIRED PIZZA, LLC
 ANTHONY'S SPORTS BAR AND GRILL, LLC

By: _____

Name: Jeremy Rosenthal

Title: Chief Restructuring Officer

MANAGER:

**[•], AS THE DESIGNEE OF TREW CAPITAL MANAGEMENT
PRIVATE CREDIT 2 LLC**

By: _____

Name: Jeff Crivello

Title: Managing Member

EXHIBIT B

FORM

of

Bill of Sale, Assignment and Assumption Agreement

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is entered into between BURGERFI INTERNATIONAL, INC., a Delaware corporation, and its affiliated entities that are signatories hereto (collectively, “**Sellers**”), and [●], a [●], as the designee of TREW Capital Management Private Credit 2 LLC (“**Purchaser**”), this ____ day of November, 2024 (the “**Effective Date**”). Seller and Purchaser are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 4, 2024 (the “**Asset Purchase Agreement**”), by and among Sellers and Purchaser, Sellers agreed to sell to Purchaser and Purchaser agreed to purchase from Sellers, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, all of Sellers’ rights, title, and interests in and to the Purchased Assets, as the same are described in the Asset Purchase Agreement, free and clear of all Liens (other than Permitted Liens and Assumed Liabilities) pursuant to Bankruptcy Code sections 105, 363 and 365;

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to assign and transfer certain rights and agreements to Purchaser, and Purchaser has agreed to assume the Assumed Liabilities as partial consideration for the Purchased Assets; and

WHEREAS, capitalized terms used but not otherwise defined herein will have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Transfer of Purchased Assets.** Upon the terms and conditions of the Asset Purchase Agreement, Sellers do hereby assign, transfer, convey, grant, sell, bargain, set over, alien, remise, release, deliver and confirm unto Purchaser, and Purchaser hereby accepts from Sellers, all of Sellers’ assets, properties, rights, titles, and interests in and to the Purchased Assets in accordance with the terms of the Asset Purchase Agreement.

2. **Assumption and Assignment.** As of the Effective Date, Sellers have assumed pursuant to Bankruptcy Code section 365 the Assigned Agreements and hereby assign, grant, convey, sell, transfer and set over (collectively, the “**Assignment**”) to Purchaser all of Sellers’ rights, title, benefits, privileges, and interests in and to, and all of Sellers’ burdens, obligations, and liabilities in connection with, each of the Assigned Agreements and the Assumed Liabilities. Effective as of the Effective Date, Purchaser hereby accepts the Assignment and assumes and agrees to observe and perform all the duties, obligations, terms, provisions, and covenants, and to perform and discharge all of the liabilities of Sellers to be observed, performed, paid or discharged from and after the Closing, in connection with the Assigned Agreements and the Assumed Liabilities.

3. **Conflict with Asset Purchase Agreement.** The Asset Purchase Agreement is incorporated herein by reference and will continue in full force and effect as though set forth herein at length to the extent provided for in the Asset Purchase Agreement. To the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition, or provision of the Asset Purchase Agreement, the Asset Purchase Agreement will govern and control.

4. **Governing Law; Counterparts.** This Agreement and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof will be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. Delivery of an executed signature page of this Agreement by electronic transmission will be effective as delivery of a manually executed counterpart hereof.

5. **Further Assurances.** If at any time after the delivery of this instrument any further action is necessary to carry out the purposes of this Agreement, Sellers will take, at Purchaser's sole cost and expense, such further actions (including the execution and delivery of such further instruments and documents) as Purchaser may reasonably request.

6. **Successors and Assigns.** This Agreement will be binding upon Sellers and its respective successors and assigns, effective immediately upon its delivery to Purchaser. This Agreement will be binding upon Purchaser and its successors and assigns, effectively immediately upon delivery of this Agreement to Sellers.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Sellers have caused this Agreement to be duly executed by their respective authorized officer and delivered as of the day and year first above written.

SELLERS:

ANTHONY'S PIZZA HOLDING COMPANY, LLC

ACFP MANAGEMENT, INC.

ANTHONY'S COAL FIRED PIZZA OF AVENTURA LLC

ANTHONY'S COAL FIRED PIZZA OF BOCA RATON LLC

ANTHONY'S COAL FIRED PIZZA OF BOHEMIA, LLC

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LLC**

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GARDENS LLC**

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LLC**

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ANTHONY'S COAL FIRED PIZZA OF WYOMISSING, LLC
ANTHONY'S COAL-FIRED PIZZA, LLC
ANTHONY'S SPORTS BAR AND GRILL, LLC

By: _____

Name: Jeremy Rosenthal

Title: Chief Restructuring Officer

IN WITNESS WHEREOF, Purchaser has caused this Agreement to be duly executed by its authorized officer and delivered as of the day and year first above written.

PURCHASER:

[•]

By: _____

Name: Jeff Crivello

Title: Managing Member

Amendment to Asset Purchase Agreement

This Amendment to Asset Purchase Agreement (“**Amendment**”) is made effective August 19, 2024, by and between TREW Capital Management Private Credit 2 LLC, a Delaware limited liability company (“**Purchaser**”), on the one hand, and Anthony’s Pizza Holding Company, LLC and its affiliates that are signatories hereto (collectively, “**Sellers**” or “**Debtors**”), on the other hand. Purchaser and Sellers are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

Recitals

WHEREAS, Purchaser and Sellers are party to that certain Asset Purchase Agreement dated as of November 4, 2024 (the “**APA**”) pursuant to which Purchaser has agreed to purchase, and Sellers have agreed to sell, certain assets of Sellers, all as set forth in the APA.

WHEREAS, Purchaser and Sellers have deemed it to be in their respective best interests to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The definition of “Closing Deadline” is hereby amended to replace the text “November 8, 2024” with “November 18, 2024”.
2. Section 2.9 of the APA is hereby amended to replace the text “November 8, 2024” with “the Closing Deadline”.
3. Section 7.3(a) of the APA is hereby amended to replace the text “November 7, 2024” with “November 11, 2024”.
4. Except only as and to the extent expressly set forth in this Amendment, the terms and conditions of the APA shall be and remain unmodified and in full force and effect. This Amendment may be executed in one or more counterparts, including facsimile, PDF or other electronic copies, which when taken together shall be considered one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

PURCHASER:

**TREW CAPITAL MANAGEMENT PRIVATE
CREDIT 2 LLC**

By: _____

Name: Jeff Crivello

Title: Managing Member

SELLERS:

**ANTHONY'S PIZZA HOLDING COMPANY, LLC
ACFP MANAGEMENT, INC.**

**ANTHONY'S COAL FIRED PIZZA OF
AVENTURA LLC**

**ANTHONY'S COAL FIRED PIZZA OF BOCA
RATON LLC**

**ANTHONY'S COAL FIRED PIZZA OF BOHEMIA,
LLC**

**ANTHONY'S COAL FIRED PIZZA OF
BRANDON, LLC**

**ANTHONY'S COAL FIRED PIZZA OF CARLE
PLACE, LLC**

**ANTHONY'S COAL FIRED PIZZA OF
CLEARWATER, LLC**

**ANTHONY'S COAL FIRED PIZZA OF
COMMACK, LLC**

**ANTHONY'S COAL FIRED PIZZA OF CORAL
GABLES, LLC**

**ANTHONY'S COAL FIRED PIZZA OF CORAL
SPRINGS, LLC**

**ANTHONY'S COAL FIRED PIZZA OF DELRAY
BEACH, LLC**

**ANTHONY'S COAL FIRED PIZZA OF DORAL,
LLC**

**ANTHONY'S COAL FIRED PIZZA OF EAST
BOCA, LLC**

**ANTHONY'S COAL FIRED PIZZA OF EDISON,
LLC**

**ANTHONY'S COAL FIRED PIZZA OF EXTON,
LLC**

ANTHONY'S COAL FIRED PIZZA OF FAIR
LAWN, LLC
ANTHONY'S COAL FIRED PIZZA OF
HORSHAM, LLC
ANTHONY'S COAL FIRED PIZZA OF KENDALL,
LLC
ANTHONY'S COAL FIRED PIZZA OF
LITTLETON LLC
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MARLBORO LLC
ANTHONY'S COAL FIRED PIZZA OF
MCMURRAY, LLC
ANTHONY'S COAL FIRED PIZZA OF MIAMI
LAKES, LLC
ANTHONY'S COAL FIRED PIZZA OF MIRAMAR
LLC
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MONROEVILLE, LLC
ANTHONY'S COAL FIRED PIZZA OF MOUNT
LAUREL LLC
ANTHONY'S COAL FIRED PIZZA OF NORTH
LAUDERDALE LLC
ANTHONY'S COAL FIRED PIZZA OF NORTH
MIAMI LLC
ANTHONY'S COAL FIRED PIZZA OF NORTH
TAMPA, LLC
ANTHONY'S COAL FIRED PIZZA OF PALM
BEACH GARDENS LLC
ANTHONY'S COAL FIRED PIZZA OF
PEMBROKE PINES, LLC
ANTHONY'S COAL FIRED PIZZA OF PIKE
CREEK, LLC
ANTHONY'S COAL FIRED PIZZA OF
PINECREST, LLC
ANTHONY'S COAL FIRED PIZZA OF
PLANTATION, LLC
ANTHONY'S COAL FIRED PIZZA OF RAMSEY,
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LLC
ANTHONY'S COAL FIRED PIZZA OF SAND
LAKE, LLC
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SETTLER'S RIDGE, LLC
ANTHONY'S COAL FIRED PIZZA OF SOUTH
TAMPA, LLC

**ANTHONY'S COAL FIRED PIZZA OF STUART,
LLC
ANTHONY'S COAL FIRED PIZZA OF
TREXLERTOWN LLC
ANTHONY'S COAL FIRED PIZZA OF
WANTAGH, LLC
ANTHONY'S COAL FIRED PIZZA OF WAYNE
NJ, LLC
ANTHONY'S COAL FIRED PIZZA OF WAYNE,
LLC
ANTHONY'S COAL FIRED PIZZA OF
WELLINGTON, LLC
ANTHONY'S COAL FIRED PIZZA OF WESTON,
LLC
ANTHONY'S COAL FIRED PIZZA OF
WESTWOOD LLC
ANTHONY'S COAL FIRED PIZZA OF
WILMINGTON, LLC
ANTHONY'S COAL FIRED PIZZA OF
WOODBURY, LLC
ANTHONY'S COAL FIRED PIZZA OF
WYOMISSING, LLC
ANTHONY'S COAL-FIRED PIZZA, LLC
ANTHONY'S SPORTS BAR AND GRILL, LLC**

By: _____

Name: Jeremy Rosenthal

Title: Chief Restructuring Officer

EXHIBIT 2

(List of Adjourned Objections)

1. *Objection and Reservation of Rights of Publix Super Markets, Inc. to the Debtors' Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 235]
2. *Objection of Certain Landlords to Debtors' Proposed Cure Amounts and Assumption and Assignment of Certain Leases* [Docket No. 253]
3. *Objection of Inland Commercial Real Estate Services LLC to Cure Notice and Limited Objection to Sale Motion and Notice of Successful Bidder* [Docket No. 254]
4. *PACA Creditor Produce Alliance, LLC's Objection and Reservation of Rights to Debtors' Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 255]
5. *Limited Objection of Acadia Market Square LLC, Cityplace Retail, LLC, E-Plan, LLC, Gateway Miramar, LLC, Monarch Town Center Owner, LLC, Second 82nd SM LLC, and The Sterling Organization, LLC to Debtors' Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 262]
6. *Objection to Debtors' Proposed Cure Amount* [Docket No. 264]
7. *Ecolab Inc.'s Limited Objection and Reservation of Rights to Debtors' Sale Motion and Debtors' Notice of Cure Amounts for Assumed Executory Contract or Unexpired Leases* [Docket No. 265]
8. *Objection of U.S. Foods, Inc. to Notice of Proposed Assumption of Executory Contract and Proposed Cure Amount* [Docket No. 268]