

Exhibit A

Revised Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Chapter 11
FRESH ACQUISITIONS, LLC, <i>et al.</i> , ¹	§	
	§	Case No. 21-30721 (SGJ)
Debtors.	§	
	§	(Jointly Administered)
	§	
	§	Re: Docket No. 97

**ORDER (I) AUTHORIZING THE REJECTION OF
CERTAIN LEASES, (II) AUTHORIZING THE ABANDONMENT
OF CERTAIN PROPERTY, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the rejection of certain Leases set forth on **Exhibit 1** hereto, (b) authorizing the abandonment of any *de minimis*

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: Alamo Fresh Payroll, LLC (1590); Fresh Acquisitions, LLC (2795); Alamo Ovation, LLC (9002); Buffets LLC (2294); Hometown Buffet, Inc. (3002); Tahoe Joe’s Inc. (7129); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan’s Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); Food Management Partners, Inc. (7374); FMP SA Management Group, LLC (3031); FMP-Fresh Payroll, LLC (8962); FMP-Ovation Payroll, LLC (1728); and Alamo Buffets Payroll, LLC (0998). The Debtors’ principal offices are located at 2338 N. Loop 1604 W., Suite 350, San Antonio TX, 78248, United States.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

equipment, furniture, and other personal property, and (c) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Leases set forth on **Exhibit 1** hereto are rejected effective as of the later of (a) the date the Motion was filed and (b) the date the Debtors relinquish control of the applicable leased premises by notifying the affected Landlord in writing of the Debtors' irrevocable surrender of the premises and (i) have turned over the store keys, key codes, or security codes, if any, to the Landlord or (ii) have notified the Landlord in writing that the store keys, key codes, or security codes, if any, are not available and that the Landlord may re-key the leased premises, including by service of this Order.
3. The Debtors are authorized to abandon property, if any, that may be located at the premises and all such property is deemed abandoned, effective as of the date the Motion was filed.

The applicable counterparty to each Lease may effectuate its rights and remedies with respect to such property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

4. Nothing in this Order authorizes the Debtors to lease, sell, or otherwise transfer to any other party, the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number (“PII”) of any customers unless such sale or transfer or lease is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules. The Debtors shall remove or cause to be removed any PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be abandoned pursuant to the Motion (if any) so as to render the PII unreadable or undecipherable.

5. With respect to prepetition claims for ad valorem personal property taxes against the Debtors held by City of Garland, Garland ISD, and Potter County, and to the extent such claims are allowed, in accordance with applicable state law, nothing in this Order, nor any abandonment of personal property pursuant to this Order, shall affect (a) any statutory liens of the City of Garland, Garland ISD, and Potter County, or (b) any state law priority of those liens until the Claims are paid in full.

6. Entry of this Order will not prevent the Debtors from seeking to assume or reject an executory contract and/or unexpired lease, other than the Leases set forth in **Exhibit 1** hereto, by separate motion or pursuant to a chapter 11 plan.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

8. The Debtors reserve the right to assert that any provisions in any executory contract or unexpired lease that expressly or effectively restrict, prohibit, condition, or limit the assignment or effectiveness of the Contract or Lease are unenforceable anti-assignment or *ipso facto* clauses.

9. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of an executory contract or Lease rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability, or the ability of any counterparty to any of the Leases, to subsequently assert that any particular executory contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

10. Notwithstanding the relief granted in this Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with the Approved Budget and the Court's *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief.*

11. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or

admission that any particular claim is of a type specified or defined in this Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

Submitted by:

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**PROPOSED COUNSEL TO THE
DEBTORS AND DEBTORS IN POSSESSION**

Exhibit 1

Rejected Leases

Store	Address	City	State	Zip	Tenant/Debtor	Landlord	Landlord Contact Info
190	2817 Loop 289 South	Lubbock	TX	79423	Fresh Acquisitions, LLC	Anchor Equities	Anchor Equities, Ltd. 3839 Bee Caves Road, #200 Austin, TX 78746 Jimmy Nassour, Mgr email: jimmy@jimbynassour.com
148	1540 Eastgate Dr	Garland	TX	75041	Fresh Acquisitions, LLC	ARC CAFEUSA001, LLC	ARC CAFEUSA001, LLC C/O vereit, Inc. 2325 E. Camelback Rd., 9th Floor Phoenix, AZ 85016 RELegal@vereit.com Lindsay Endicott, Center Property Mgr lenticott@weitzmangroup.com Carrie Davis email: cdavis@vereit.com
116	522 Cordova	Santa Fe	NM	87501	Fresh Acquisitions, LLC	Coronado Center Station, LLC	Phillips Edison 3247 Santa Fe Rd Park City, UT 84098 Alisa Smith Email: asmith@phillipisedison.com Jessica Hall Email: jhall@PHILLIPSEDISON.com
123	2221 S. Soncy	Amarillo	TX	79109	Fresh Acquisitions, LLC	Holland Island, LLC	The Holland Island, LLC c/o Bergey & Company, PA 8938 Worcester Hwy. Berlin, MD 21811 James R. Bergey Jr. - Property Mgr Amanda Kiesewetter, CPA Email: amanda@bergeycpa.com melissa@bergeycpa.com
175	3030 E. Main	Farmington	NM	87401	Fresh Acquisitions, LLC	San Juan Plaza Partners	c/o Peterson Properties RE Svcs, Inc. 2325 San Pedro NE, Suite 2A Albuquerque, NM 87110 James Peterson, Mgr. Colleen McGrath colleen@petersonproperties.net Doug Peterson - Manager doug@petersonproperties.net
160	6111 San Mateo Blvd. NE, Suite 109	Albuquerque	NM	87109	Fresh Acquisitions, LLC	Segura Investors XII, LLC	Segura Investors XII, LLC 12400 Ventura Blvd, Unit 1129 Studio City, CA 91604 Yonatan Rabin yrabin@sinvp.com Tami Lister tlister@sinvp.com