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September 15, 2021

**VIA HAND DELIVERY, CERTIFIED MAIL RRR  
AND FIRST-CLASS MAIL**

Buffets, LLC, Hometown Buffet, Inc.,  
OCB Restaurant Company, LLC,  
OCB Purchasing Co., Ryan's Restaurant  
Group, LLC, Fire Mountain Restaurants,  
LLC, Tahoe Joe's Inc., FMP-Ovation  
Payroll, LLC, Alamo Buffets Payroll, LLC,  
Alamo Ovation, LLC, Fresh Acquisitions,  
LLC, Alamo Fresh Payroll, LLC,  
FMP-Fresh Payroll, LLC, Food  
Management Partners, Inc., and  
FMP SA Management Group, LLC  
2338 N. Loop 1604 W.  
Suite 350  
San Antonio, TX 78248  
Attention: Mark Shapiro

Gray Reed & McGraw  
1601 Elm St. Suite 4600  
Dallas, Texas 75201  
Attention: Jason S. Brookner and Amber M. Carson

RE: The Prepetition and Debtor-In-Possession Credit Agreement, dated April 16, 2021 (the "DIP Credit Agreement") by and between VitaNova Brands, LLC (the "DIP Lender") and Debtors, the Promissory Note, dated April 16, 2021, in the principal amount of \$3,500,000 (the "Promissory Note"), executed by Debtors in favor of the DIP Lender, the Pledge and Security Agreement by Hometown Buffet, Inc., as pledgor, in favor of the DIP Lender, as secured party (the "Tahoe Joe Pledge Agreement"), dated April 16, 2021, and the Pledge and Security Agreement by Buffets, LLC, as pledgor, in favor of the DIP Lender, as secured party (the "Buffets Pledge Agreement," and together with the Tahoe Joe Pledge Agreement, the "Pledge Agreements").

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Dear Mr. Shapiro,

In accordance with the Final Order (I) Authorizing 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 (the “Final DIP Order”) entered on May 14, 2021 in the case styled, *In re: Fresh Acquisitions, LLC, et al.*, Case No. 21-30721 (SGJ) currently pending in the United States Bankruptcy Court for the Northern District of Texas Dallas Division (the “Bankruptcy Action”), as amended by the Second Agreed Order (I) Continuing the Sale Hearing; (II) Extending Certain Milestones Under the DIP Financing Order; and (III) Granting Related Relief (the “Agreed Order”, and collectively with the Final DIP Order, the “Orders”), entered on August 3, 2021 in the Bankruptcy Action, the DIP Lender entered into the DIP Credit Agreement, and received the Promissory Note from the Debtors and the Pledge Agreements. All capitalized terms used but not defined herein have the meanings ascribed to them in the Final DIP Order.

Paragraph 13(i) of the Final DIP Order provided that the Debtors’ right to use Cash Collateral and any availability under the DIP Facility shall terminate upon August 20, 2021 (the “Maturity Date”), which Maturity Date was extended to September 3, 2021 pursuant to the Agreed Order, with such termination being an Event of Default.

Paragraph 13(iii)(e) of the Final DIP Order further provided that the Debtors’ right to use Cash Collateral and any availability under the DIP Facility shall terminate upon the following Event of Default: the failure to obtain an entry of an order no later than August 10, 2021 approving the sale of substantially all of the Debtors’ assets, free and clear of all liens, claims, interests and encumbrances, and approving the assumption and assignment of certain executory contracts and unexpired leases, all in a form and substance acceptable to the DIP Lender (the “Sale Order”), which August 10, 2021 date was extended to August 25, 2021 pursuant to the Agreed Order (the “Order Deadline”).

Paragraph 14 of the Final DIP Order provides that immediately upon the occurrence and during the continuation of an Event of Default, the DIP Lender may (A) send a Termination Notice and declare (1) all DIP Obligations owing under the DIP Loan Documents to be immediately due and payable, (2) the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Financing, (3) termination of the DIP Financing and the DIP Loan Documents as to any future liability or obligation of the DIP Lender, but without affecting any of the DIP Liens or the DIP Obligations, and (4) that the application of the Carve Out has occurred through the delivery of the Carve Out Trigger Notice to the Debtors and (B) declare the immediate termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral.

As of the date of this letter, (i) the Maturity Date has occurred and (ii) the Order Deadline has passed and no Sale Order has been entered. This letter serves as the Termination Notice required by the Final DIP Order and the DIP Lender hereby does declare (1) all DIP Obligations owing under the DIP Loan Documents to be immediately due and payable, (2) the termination, reduction, or restriction of any further commitment to extend credit to the Debtors to the extent

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any such commitment remains under the DIP Financing, (3) termination of the DIP Financing and the DIP Loan Documents as to any future liability or obligation of the DIP Lender, but without affecting any of the DIP Liens or the DIP Obligations, and (4) that the application of the Carve Out has occurred through the delivery of the Carve Out Trigger Notice to the Debtors.

The DIP Lender hereby does declare the immediate termination, reduction, or restriction on the ability of the Debtors to use Cash Collateral, except as expressly provided below.

In accordance with Section 2.02 (including its preamble (which provides, inter alia, that “Lender shall have no obligation to make any Advance if any condition precedent set forth in this Section 2.02 has not been fully satisfied”), subsection (c), and subsection (q)) of the DIP Credit Agreement and Paragraph 16 of the Final DIP Order, and in light of the occurrence of the Maturity Date and the ongoing existence of the other non-curable Events of Default, the DIP Lender is no longer required to advance funds. Notwithstanding, the DIP Lender consents to the use of Cash Collateral: (a) as already provided in the Final DIP Order, by the Debtors to fund the Carve Out Reserve and (b) by Tahoe Joe’s Inc. to maintain its operations and sell its assets at least through close of business on Thursday, September 30, 2021, such consent by the DIP Lender in the foregoing subpart (b) being without prejudice to further extensions of such authorization.

Although the Remedies Notice Period (defined in paragraph 14(ii) of the Final DIP Order) has commenced to run with this notice, the DIP Lender will entertain a mutually agreed stand-still (say through September 30, 2021, also without prejudice to further extensions) of its exercise of those remedies should that better facilitate the process of selling Tahoe Joe’s Inc. or its assets. This paragraph, however, does not itself constitute such a stand-still agreement.

Should you have any questions related to this Termination Notice, please contact me at the number provided above.

Sincerely,



Michael Lin

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