

Exhibit A



Caliber Advisors LLC
Finance Advisory Services

May 13, 2021

Mr. Tim Chung,
Chair Fresh Acquisitions LLC et.al. Chapter 11 Committee

Dear Mr. Chung:

This letter agreement (Agreement) confirms our understanding that Fresh Acquisitions, LLC et.al. Chapter 11 Creditors Committee (Client) has engaged Caliber Advisors, LLC (CALIBER) as its finance advisor in the Fresh Acquisitions LLC et.al. Chapter 11 Chapter 11 case (Debtor).

This Agreement sets forth the terms and conditions pursuant to which CALIBER will provide certain finance advisory services as described herein. The engagement described herein shall be in accordance with applicable laws and pursuant to the following procedures, terms, and conditions.

1. **Term.** The term of this Agreement will be for a period of one (1) month commencing on the execution of this Agreement. Upon expiration of the Initial Term and any Renewal Term (as defined herein), this Agreement will automatically renew for a renewal term of the same length as the Initial Term (each a Renewal Term) unless CALIBER or the Client provides the other with written notice of nonrenewal at least ten (10) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.
2. **CALIBER Services.** Under the terms of this Agreement, CALIBER will provide but limited to, the following services:
 - a) Review current business plan, financial statements, all relevant corporate documents for the Debtor.
 - b) Conduct financial diligence on Debtor projections and reports submitted.
 - c) Make inquiries and supply Client counsel with information related to various debtor motions.
 - d) Advise the Client on the Debtor sale process, with emphasis on maximizing proceeds.
 - e) Review unsecured claims for appropriateness.
 - f) Review priority claims for appropriateness.
 - g) Review sales process materials for appropriateness.
3. **CALIBER Compensation.** The Client agrees to pay CALIBER for its services according to the following schedule,
 - a) **Hourly Fee:**
 - \$400 per hour for David Gonzales


Initial

- \$200 per hour for Ashley Loesch
 - Monthly billings are limited \$15,000 per month.
4. **Expense Reimbursement.** The Client will reimburse CALIBER for all reasonable and pre-approved, court permitted out-of-pocket expenses (including, without limitation, its travel, accommodation, communications, due diligence support, and video preparation expenses) directly related to this engagement.
 5. **Monthly Bills.** Caliber and Committee understand that all of Caliber's fees and expenses will be paid by the Debtor unless otherwise agreed. Caliber will prepare monthly billings for submission to the Bankruptcy Court for approval and Committee will ensure through its counsel that such submissions are filed timely and submitted for payment.
 6. **Confidentiality.** CALIBER agrees to be bound by the NDA signed by the debtor.
 7. **Termination.** This Agreement and CALIBER's engagement hereunder may be terminated by either the Company or CALIBER at any time with or without cause, upon written notice thereof to the other party; provided, however, that CALIBER shall be entitled to the fees provided for in this Agreement.
 8. **Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without regard to principles of conflicts of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
 9. **Entire Agreement; Amendment and Waiver.** This Agreement constitutes the entire agreement and understanding between CALIBER and the Client.
 10. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
 11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original but all of which shall together constitute one instrument. This Agreement also may be executed by signatures on facsimiles hereof or signatures transmitted electronically.

Please confirm that the foregoing is in accordance with your understanding by signing and returning to me the enclosed letter.

SINCERELY,

By: 
David Gonzales

Fresh Acquisitions, LLC et.al. Chapter 11 Creditors Committee

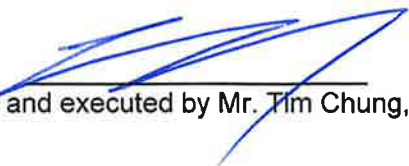

Agreed and executed by Mr. Tim Chung, Chair

Exhibit B



Caliber Advisors LLC
Finance Advisory Services

September 15, 2021

Mr. Tim Chung
Chair Fresh Acquisitions LLC. Et. al. Chapter 11 Committee

Dear Mr. Chung:

This letter references our previously executed retention agreement related to this matter dated 5/13/21.

In that letter Monthly Billings as described in section 3 paragraph a) limit monthly billings to \$15,000 per month.

As you are aware, the scope of Caliber's work has been expanded to accommodate necessary circumstances and the \$15,000 limit needs to be amended to \$60,000 per month.

No other changes to 5/13/21 letter are requested.

Thanks for your consideration.

Regards,

By: Dave Gonzales

Fresh Acquisitions LLC. Et. al. Chapter 11 Committee

Agreed and executed by Mr. Tim Chung, Chair

Exhibit C

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

In re:

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

**AMENDED ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
CALIBER ADVISORS, LLC AS FINANCIAL ADVISOR FOR THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

This matter comes before the Court on the *Motion to Modify Order Authorizing the Retention and Employment of Caliber Advisors, LLC as Financial Advisor for the Official Committee of Unsecured Creditors* (the “**Motion**”) [Doc No. ____] filed on behalf of the Official Committee of Unsecured Creditors (the “**Committee**”). In its Motion, the Committee requests the Court to modify its *Order Authorizing the Retention and Employment of Caliber Advisors, LLC as Financial Advisor for the Official Committee of Unsecured Creditors* (the “**Order**”) [Doc No. 267] to increase to \$60,000 the billing cap set forth in paragraph 3 of the Order.

Based on the Motion and the record as a whole, Court finds that: (i) it has jurisdiction over matters raised in the Motion under 28 U.S.C. §§ 157 and 1334; (ii) venue of this matter is proper under 28 U.S.C. §§ 1408 and 1409; (iii) this matter is a core

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.

proceeding under 28 U.S.C. §157(b)(2); (iv) the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors, and other parties in interest; (v) adequate and proper notice of the Motion has been given, and no other or further notice is required. Based on the foregoing and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Motion is GRANTED.
2. Paragraph 3 of the Order is modified to read as follows: Caliber Advisors, LLC will be compensated in accordance with the procedures set forth in the Application [Doc No. 184] and the retention letter attached to the Application as now amended by Exhibit B to the Motion providing that monthly billings are limited to \$60,000; 11 U.S.C. §§ 330 and 331; such Bankruptcy Rules and Local Rules as may be applicable from time to time; and such procedures as may be fixed by order of this Court.
3. All other terms of the Order remain the same.

END OF ORDER

SUBMITTED BY:

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