
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): March 4, 2022

BURGERFI INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38417
(Commission
File Number)

82-2418815
(I.R.S. Employer
Identification No.)

105 US Highway 1
North Palm Beach, Florida
(Address of Principal Executive Offices)

33408
(Zip Code)

(561) 844-5528
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading symbol(s)	Name of exchange on which registered
Common stock, par value \$0.0001 per share	BFI	The Nasdaq Stock Market LLC
Redeemable warrants, each exercisable for one share of common stock at an exercise price of \$11.50 per share	BFIW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Effective as of March 9, 2022, BurgerFi International, Inc., a Delaware corporation (the "Company"), and Plastic Tripod, Inc., a Delaware corporation ("Plastic Tripod"), and together with the Company, the "Borrowers"), amended their credit facilities under their existing Credit Agreement, dated as of December 15, 2015, by and among the Borrowers, the subsidiary guarantors party thereto (collectively, the "Guarantors"), Regions Bank, as administrative agent for the lenders, collateral agent for the lenders, a lender, swingline lender and issuing bank (in such capacity, the "Administrative Agent"), Cadence Bank, as a lender, Webster Bank, National Association, as a lender, Synovus Bank, as a lender, CP7 Warming Bag, LP, as a lender and the other lenders party thereto (collectively, the "Lenders"), as amended from time to time and further amended by that certain Twelfth Amendment to Credit Agreement, dated as of March 9, 2022 (the "Twelfth Amendment"), by and among the Borrowers, the Guarantors, Administrative Agent and the other Lenders party thereto (as amended from time to time, the "Credit Agreement").

Under the terms of the Twelfth Amendment, the Borrowers and Guarantors agreed to pay incremental deferred interest of 2% per annum, in the event that the Credit Agreement is not repaid on or prior to June 15, 2023; provided, however, that if no event of default has occurred and is continuing then (1) no incremental deferred interest will be due if all of the obligations under the Credit Agreement have been paid on or prior to December 31, 2022, and (2) only 50% of the incremental deferred interest will be owed if all of the obligations under the Credit Agreement have been paid from and after January 1, 2023 and on or prior to March 31, 2023.

Also under the terms of the Twelfth Amendment, the Borrowers and Guarantors agreed to engage a financial advisor to assist with refinancing of the obligations due in June of 2024 under the Credit Agreement.

In addition, under the terms of the Twelfth Amendment, the Borrowers and Guarantors agreed to reset their consolidated senior lease-adjusted leverage ratio and fixed charge coverage ratio as follows:

(a) maintain a quarterly consolidated senior lease-adjusted leverage ratio greater than (i) 8.05 to 1.00 as of the end of the fiscal quarter ending on or about March 31, 2022, (ii) 7.95 to 1.00 as of the end of the fiscal quarter ending on or about June 30, 2022, (iii) 7.10 to 1.00 as of the end of the fiscal quarter ending on or about September 30, 2022, (iv) 6.40 to 1.00 as of the end of the fiscal quarter ending on or about December 31, 2022, (v) 5.50 to 1.00 as of the end of the fiscal quarter ending on or about March 31, 2023, (vi) 5.25 to 1.00 as of the end of the fiscal quarter ending on or about June 30, 2023 and (vii) 5.00 to 1.00 as of the end of the fiscal quarter ending on or about September 30, 2023 and the end of each fiscal quarter thereafter;

(b) commencing with the fiscal quarter ending on or about March 31, 2022, maintain a quarterly minimum fixed charge coverage ratio of (i) 1.00 to 1.00 of the end of the fiscal quarter ending on or about March 31, 2022, (ii) 1.00 to 1.00 as of the end of the fiscal quarter ending on or about June 30, 2022, (iii) 1.00 to 1.00 as of the end of the fiscal quarter ending on or about September 30, 2022, (iv) 1.00 to 1.00 as of the end of the fiscal quarter ending on or about December 31, 2022 and (v) 1.30 to 1.00 as of the end of the fiscal quarter ending on or about March 31, 2023 and the end of each fiscal quarter thereafter; and

(c) the liquidity requirement of the Credit Agreement remains unchanged.

The consolidated senior lease-adjusted leverage ratio, fixed charge coverage ratio and liquidity are computed in accordance with the Credit Agreement.

The foregoing description of the Twelfth Amendment is intended only as a summary and is qualified in its entirety by reference to the actual terms of the Twelfth Amendment attached to this Form 8-K.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Amendment of Employment Agreement with Executive Officer

As previously disclosed by the Company, effective February 26, 2021, the Company entered into an employment agreement with Michael Rabinovitch, the Chief Financial Officer of the Company. On March 4, 2022, the Compensation Committee (the "Committee") of the Board of Directors of the Company approved of an amendment to such employment agreement to increase Mr. Rabinovitch's annual salary to \$400,000 and make certain other changes as more fully set forth in the amended employment agreement, which is attached as Exhibit 10.2 hereto and is incorporated by reference.

Amendment of Equity Grant to Executive Officer

Also as previously disclosed by the Company, on July 13, 2021, subject to achievement of certain key performance indicators for the respective prior fiscal year set forth in a grant agreement entered into by the Company and Mr. Rabinovitch, Mr. Rabinovitch was granted 130,000 restricted stock units (“RSUs”) under the Company’s 2020 Omnibus Equity Incentive Plan. The RSUs were scheduled to vest in four annual installments of 25,000, 30,000, 35,000, and 40,000 RSUs beginning with the yearly anniversary of February 26, 2021.

On March 4, 2022, the Committee approved of an amendment of such grant agreement to revise the potential vesting dates so that, subject to achievement of certain key performance indicators set forth in the grant agreement for the respective prior fiscal year, the third and fourth-year vesting dates were accelerated to occur on the second-year anniversary date, which is measured from February 26, 2021, as more fully set forth in the amended grant agreement, which is attached as Exhibit 10.3 hereto and is incorporated by reference.

The foregoing descriptions of the amended employment agreement and amended grant agreement are intended only as summaries and are qualified in their entirety by reference to the actual terms of the amended employment agreement and amended grant agreement attached to this Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Twelfth Amendment to Credit Agreement and Joinder, dated March 9, 2022, by and among BurgerFi International, Inc., BurgerFi International, Inc.'s subsidiaries, Plastic Tripod, Inc., the subsidiary guarantors party thereto, Regions Bank, as administrative agent for the lenders, collateral agent for the lenders, a lender, swingline lender and issuance bank, Cadence Bank, as a lender, Webster Bank, National Association, as a lender, Synovus Bank, as a lender, CP7 Warming Back, LP as a lender and the other lenders party from time to time thereto.</u>
10.2+	<u>Amended Employment Agreement between Michael Rabinovitch and BurgerFi International, Inc., dated March 4, 2022.</u>
10.3+	<u>Amended Restricted Stock Unit Award Agreement between Michael Rabinovitch and BurgerFi International, Inc., dated March 4, 2022.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

+ Indicates a management contract or a compensatory plan or agreement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 10, 2022

BURGERFI INTERNATIONAL, INC.

By: /s/ Stefan K. Schnopp
Stefan K. Schnopp
Chief Legal Officer and Corporate Secretary

TWELFTH AMENDMENT TO CREDIT AGREEMENT

THIS TWELFTH AMENDMENT TO CREDIT AGREEMENT (this "Agreement"), dated as of March 9, 2022, is entered into by and among BURGERFI INTERNATIONAL, INC., a Delaware corporation ("Parent"), PLASTIC TRIPOD, INC., a Delaware corporation (together with Parent, each a "Borrower" and collectively, the "Borrowers"), the other Subsidiaries of Parent party hereto (each a "Guarantor" and collectively, the "Guarantors"), the Lenders party hereto, and REGIONS BANK, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors, the Lenders from time to time party thereto, the Administrative Agent, the Collateral Agent, the Swingline Lender, and the Issuing Bank are parties to that certain Credit Agreement dated as of December 15, 2015 (as amended by that certain First Amendment to Credit Agreement dated as of March 31, 2017, that certain Second Amendment to Credit Agreement dated as of March 9, 2018, that certain Third Amendment to Credit Agreement dated as of March 29, 2019, that certain Fourth Amendment and Waiver dated as of October 30 2019, that certain Forbearance Agreement and Fifth Amendment to Credit Agreement dated as of March 25, 2020, that certain Sixth Amendment to Credit Agreement dated as of March 30, 2020, that certain Seventh Amendment to Credit Agreement dated as of May 15, 2020, that certain Eighth Amendment to Credit Agreement dated as of May 19, 2020, that certain Ninth Amendment to Credit Agreement and Waiver dated as of April 1, 2021, that certain Tenth Amendment to Credit Agreement and Joinder dated as of November 3, 2021, and that certain Eleventh Amendment to Credit Agreement dated as of November 23, 2021, and as further amended, modified, extended, restated, replaced, or supplemented in writing from time to time, the "Credit Agreement").

WHEREAS, the Credit Parties have requested that the Required Lenders agree to make certain amendments to the Credit Agreement.

WHEREAS, the Required Lenders have agreed to do so, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement (as in effect immediately after giving effect to the transactions contemplated hereby). The rules of interpretation set forth in Section 1.3(a) of the Credit Agreement are applicable to this Agreement. As used in this Agreement, the following terms shall have the meanings set forth below:

"Administrative Agent" has the meaning set forth in the preamble.

"Agreement" has the meaning set forth in the preamble.

"Amendment Fee" has the meaning set forth in Section 4 hereto.

"Amendment Fee Effective Date Portion" has the meaning set forth in Section 4 hereto.

“Amendment Fee Letter” means that certain letter agreement dated as of March 9, 2022, executed by Regions Bank and acknowledged and agreed to by the Borrowers.

“Borrower” and “Borrowers” have the meanings set forth in the preamble.

“Consenting Lender” and “Consenting Lenders” have the meanings set forth in Section 4.

“Credit Agreement” has the meaning set forth in the Recitals.

“Effective Date” has the meaning set forth in Section 5 hereto.

“Guarantor” and “Guarantors” have the meanings set forth in the preamble.

“Lender Party” has the meaning set forth in Section 7 hereto.

“Parent” has the meaning set forth in the preamble.

2. Estoppels, Consents, Acknowledgements, and Reaffirmations from the Credit Parties.

(a) *Estoppel (Loans Other Than Delayed Draw Term Loan)*. Each Credit Party hereby acknowledges and agrees that, as of the close of business on March 7, 2022, (i) the Outstanding Amount of the Revolving Loans was \$2,500,000.00, (ii) the Outstanding Amount of the Term Loan was \$57,761,429.85, (iii) the Outstanding Amount of the Swingline Loans was \$0.00, and (iv) the Outstanding Amount of the Letter of Credit Obligations was \$0.00, each of which constitutes a valid and subsisting obligation, as a borrower or a guarantor, as applicable, of each Credit Party, jointly and severally, owed to the Lenders (other than the Delayed Draw Term Loan Lenders) that is not subject to any credits, offsets, defenses, claims, counterclaims, or adjustments of any kind.

(b) *Estoppel (Delayed Draw Term Loan)*. Each Credit Party hereby acknowledges and agrees that, as of the close of business on March 7, 2022, the Outstanding Amount of the Delayed Draw Term Loan was \$10,000,000.00, which constitutes a valid and subsisting obligation, as a borrower or a guarantor, as applicable, of each Credit Party, jointly and severally, owed to the Delayed Draw Term Loan Lenders that is not subject to any credits, offsets, defenses, claims, counterclaims, or adjustments of any kind.

(c) *Consents, Acknowledgements, and Reaffirmations*. Each Credit Party hereby: (i) acknowledges and consents to this Agreement and the terms and provisions hereof; (ii) reaffirms the covenants and agreements contained in each Credit Document to which such Person is party, including, in each case, as such covenants and agreements may be modified by this Agreement and the transactions contemplated hereby; (iii) reaffirms that each of the Liens created and granted in or pursuant to the Credit Documents in favor of the Collateral Agent for the benefit of the holders of the Obligations is valid and subsisting, and acknowledges and agrees that this Agreement shall in no manner impair or otherwise adversely affect such Liens; and (iv) confirms that each Credit Document to which such Person is a party is and shall continue to be in full force and effect and the same is hereby ratified and confirmed in all respects, except that upon the effectiveness of this Agreement, all references in such Credit Documents to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import shall mean the Credit Agreement and the other Credit Documents, as the case may be, as in effect and as modified by this Agreement.

3. Amended Credit Agreement. As of the Effective Date, the Credit Agreement is hereby amended as follows:

(a) The following definitions are hereby added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order:

“Financial Advisor” means as defined in Section 7.15.

“Financial Advisor Scope” means as defined in Section 7.15.

“Incremental Accrual Period” means with respect to the Loans (other than any Delayed Draw Term Loan), the period from the Twelfth Amendment Effective Date through the earlier to occur of (i) repayment (whether by acceleration or otherwise) thereof and (ii) June 15, 2023.

“Incremental Deferred Interest” means as defined in Section 2.7(b).

“Incremental Margin Rate” means with respect to the Loans (other than any Delayed Draw Term Loan), 2.00% per annum.

“Twelfth Amendment Effective Date” means March 9, 2022.

(b) Section 2.7(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(b) Each Loan shall further bear additional interest on the unpaid principal amount thereof during the Incremental Accrual Period at the Incremental Margin Rate (such accrued additional interest, the “Incremental Deferred Interest”), which shall be payable in arrears at the conclusion of the Incremental Accrual Period; provided that if no Event of Default has occurred and is continuing, then (i) the Incremental Deferred Interest shall be automatically deemed cancelled and waived upon repayment in full in cash of all Obligations (other than (A) the Incremental Deferred Interest, the (B) Delayed Draw Term Loans and (C) any contingent obligations for which a claim has not been made) on or prior to December 31, 2022 and (ii) fifty percent (50%) of the Incremental Deferred Interest shall be automatically deemed cancelled and waived upon repayment in full in cash of all Obligations (other than (A) fifty percent (50%) of the Incremental Deferred Interest, the (B) Delayed Draw Term Loans and (C) any contingent obligations for which a claim has not been made) from and after January 1, 2023 and on or prior to March 31, 2023.

(c) Section 2.7(f) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(f) Except as otherwise set forth herein, interest on each Loan shall accrue on a daily basis and shall be payable in arrears on (i) each Interest Payment Date applicable to that Loan; (ii) upon any prepayment of that Loan (other than a voluntary prepayment of a Revolving Loan or Term Loan which interest shall be payable in accordance with clause (i) above), to the extent accrued on the amount being prepaid; and (iii) at maturity, including final maturity; provided that Incremental Deferred Interest shall be payable in accordance with Section 2.7(b).

(d) Section 7 of the Credit Agreement is hereby amended by adding a new Section 7.15 to the Credit Agreement immediately after Section 7.14 of the Credit Agreement to read as follows:

Section 7.15 Financial Advisor. The Loan Parties shall engage by no later than December 31, 2022, and at all times thereafter the Loan Parties shall continue to retain, a financial advisor (the “Financial Advisor”) reasonably acceptable to the Required Lenders and the Loan Parties. The Loan Parties shall be responsible for the fees and expenses incurred in connection with the engagement of the Financial Advisor. The scope of the Financial Advisor’s engagement shall relate to a refinancing of the Obligations and be on terms reasonably acceptable to the Required Lenders (the “Financial Advisor Scope”). The Financial Advisor shall report to the Chief Executive Officer of the Borrowers and work with management for the purpose of carrying out the Financial Advisor Scope. The Loan Parties shall not make any material change, limitation, or revision to the Financial Advisor Scope without the prior written consent of the Required Lenders, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that, notwithstanding the foregoing the Loan Parties may broaden the Financial Advisor Scope without the consent of the Required Lenders. The Loan Parties shall be prohibited from terminating the Financial Advisor’s engagement without the prior written consent of the Required Lenders, which shall not be unreasonably withheld, conditioned, or delayed and shall not be required if the Financial Advisor is replaced with another Financial Advisor whose identity and scope of engagement are reasonably acceptable to the Required Lenders within fifteen (15) days of such termination.

(e) Section 8.8(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(a) Consolidated Senior Lease-Adjusted Leverage Ratio. Beginning with the Fiscal Quarter closest to the calendar quarter ending March 31, 2022, permit the Consolidated Senior Lease-Adjusted Leverage Ratio as of the end of each Fiscal Quarter of Parent to be greater than the correlative amount set forth in the table below:

<u>Each Fiscal Quarter ending closest to the calendar quarters ending</u>	<u>Maximum Consolidated Senior Lease-Adjusted Leverage Ratio</u>
March 31, 2022	8.05 to 1.00
June 30, 2022	7.95 to 1.00
September 30, 2022	7.10 to 1.00
December 31, 2022	6.40 to 1.00
March 31, 2023	5.50 to 1.00
June 30, 2023	5.25 to 1.00
September 30, 2023 and thereafter	5.00 to 1.00

(f) Section 8.8(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(b) Consolidated Fixed Charge Coverage Ratio. Beginning with the Fiscal Quarter ending closest to the calendar quarter ending March 31, 2022, permit the Consolidated Fixed Charge Coverage Ratio as of the end of each Fiscal Quarter of Parent to be less than the correlative amount set forth in the table below:

Each Fiscal Quarter ending closest to the calendar quarters ending	Minimum Consolidated Fixed Charge Coverage Ratio
March 31, 2022	1.00 to 1.00
June 30, 2022	1.00 to 1.00
September 30, 2022	1.10 to 1.00
December 31, 2022	1.20 to 1.00
March 31, 2023 and thereafter	1.30 to 1.00

(g) Section 9.1(c) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(c) Breach of Certain Covenants. Failure of any Credit Party to perform or comply with any term or condition contained in Section 7.1, Section 7.2, Section 7.5, Section 7.6, Section 7.7, Section 7.8, Section 7.9, Section 7.10, Section 7.11, Section 7.13, Section 7.15 or Section 8; or

4. Amendment Fee. In consideration of the written consent of the Lenders (other than the Delayed Draw Term Loan Lenders) that have delivered a duly executed signature page to this Agreement to the Administrative Agent by 12:00 p.m. (Eastern time) on the Effective Date (or such later time as may be agreed to by the Borrowers and the Administrative Agent) (each a “Consenting Lender” and collectively, the “Consenting Lenders”), the Borrowers shall pay to the Administrative Agent, for the account of each Consenting Lender, a one-time fee (the “Amendment Fee”) in an amount equal to fifty basis points (0.50%) of the sum of (a) the Outstanding Amount of the Term Loan as of the Effective Date plus (b) the amount of the Aggregate Revolving Commitments as of the Effective Date. The Amendment Fee shall be fully earned and non-refundable as of the Effective Date and due and payable in immediately available funds as follows: (i) fifty percent (50%) of the Amendment Fee on the Effective Date (the “Amendment Fee Effective Date Portion”); and (ii) fifty percent (50%) of the Amendment Fee on the earlier to occur of (A) the Maturity Date and (B) the repayment in full of the other Obligations (other than any contingent obligations for which a claim has not been made).

5. Conditions Precedent. This Agreement shall be effective on the date (the “Effective Date”) that each of the following conditions have been satisfied or waived by the Administrative Agent and each Lender, in each case as determined by the Administrative Agent and each Lender in their sole discretion:

(a) Executed Agreement. The Administrative Agent shall have received a copy of this Amendment duly executed by each of the Credit Parties, the Lenders constituting the Required Lenders, and the Administrative Agent.

(b) Organizational Documents. The Administrative Agent shall have received certified articles of incorporation or organization (or equivalent), good standing certificates (with respect to the applicable jurisdiction of incorporation or organization of each Credit Party), certified copies of bylaws, operating agreements, partnership agreements, and other Organizational Documents of the Credit Parties, customary authorizing resolutions of the appropriate governing body of each Credit Party, and customary incumbency certificates for each Credit Party; provided that to the extent that any of the foregoing (other than customary authorizing resolutions) has previously been delivered to the Administrative Agent by a Credit Party, then an Authorized Officer of such Credit Party may deliver a certificate certifying that such Credit Party has not modified its bylaws, operating agreement, partnership agreement, or other Organizational Document since the Closing Date (or such later date that such documents were delivered to the Administrative Agent).

(c) *Consenting Lenders' Amendment Fee.* The Administrative Agent shall have received, for the ratable benefit of the Consenting Lenders, the Amendment Fee Effective Date Portion.

(d) *Administrative Agent's Fees and Expenses.* The Administrative Agent shall have: (i) been paid all fees payable to the Administrative Agent required to be paid on the Effective Date pursuant to the Amendment Fee Letter; and (ii) received reimbursement from the Borrowers for all of the Administrative Agent's reasonable, documented, and invoiced (at least one (1) Business Day prior to the Effective Date) fees and expenses incurred in connection with this Agreement, the Credit Agreement, and the other Credit Documents (including the reasonable, documented, and invoiced fees and expenses of Moore & Van Allen PLLC, as counsel to the Administrative Agent).

6. Representations of Credit Parties. Each Credit Party represents and warrants to the Administrative Agent and the Lenders as follows:

(a) Each Credit Party (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Credit Documents to which it is a party and to carry out the transactions contemplated thereby, and (iii) is qualified to do business and in good standing in every jurisdiction where necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing, and could not be reasonably expected to have, a Material Adverse Effect; provided that the failure of any of the following entities to not be in good standing in any jurisdiction shall not constitute a breach of this representation: Anthony's Coal Fired Pizza of Newton LLC and Anthony's Coal Fired Pizza of Great Neck, LLC.

(b) This Agreement has been duly executed and delivered by each Credit Party and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as may be limited by Debtor Relief Laws or by equitable principles relating to enforceability.

(c) The execution, delivery, and performance by the Credit Parties of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not: (i) violate in any material respect any provision of any Applicable Laws relating to any Credit Party, any of the Organizational Documents of any Credit Party, or any order, judgment, or decree of any court or other agency of government binding on any Credit Party; or (ii) require, as a condition to the effectiveness thereof, any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority except for (A) those consents, approvals, notices or other actions, the failure of which to obtain or make would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect and (B) other filings, recordings or consents which have been obtained or made, as applicable.

(d) After giving effect to this Agreement, those representations and warranties set forth in Section 6.15 of the Credit Agreement are true and correct in all respects as of the Effective Date.

(e) The parties executing this Agreement as Guarantors include each Subsidiary of any Credit Party that is required pursuant to Section 7.13 of the Credit Agreement to become a Credit Party as of the date hereof.

7. Release. Each Credit Party hereby releases and forever discharges the Administrative Agent, the Collateral Agent, the Swingline Lender, the Issuing Bank, each Lender, and their respective predecessors, successors, assigns, attorneys, and Related Parties (each and every of the foregoing, a “Lender Party”) from any and all claims, counterclaims, demands, damages, debts, suits, liabilities, actions, and causes of action of any nature whatsoever, in each case to the extent arising in connection with any of the Credit Documents through the Effective Date, whether arising at law or in equity, whether known or unknown, whether liability be direct or indirect, whether liquidated or unliquidated, whether absolute or contingent, whether foreseen or unforeseen, and whether or not heretofore asserted, which any Credit Party may have or claim to have against any Lender Party.

8. No Actions, Claims. Each Credit Party represents, warrants, acknowledges, and confirms that, as of the date hereof, it has no knowledge of any action, cause of action, claim, demand, damage, or liability of whatever kind or nature, in law or in equity, it has against any Lender Party arising from any action by such Persons, or failure of such Persons to act, under or in connection with any of the Credit Documents.

9. Continuing Effectiveness of Agreement. Except as specifically modified herein, the terms of the Credit Documents shall remain in full force and effect. The execution, delivery, and effectiveness of this Agreement shall not operate as a waiver of any right, power, or remedy of the Administrative Agent, the Collateral Agent, or the Lenders under the Credit Documents, or constitute a waiver or amendment of any provision of the Credit Documents, except as expressly set forth herein. This Agreement shall constitute a Credit Document.

10. No Third-Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns, and the obligations hereof shall be binding upon the Credit Parties. No other Person shall have or be entitled to assert rights or benefits under this Agreement, other than any non-party Lender Party with respect to Section 7 and Section 8 hereof.

11. Entirety. This Agreement, the Credit Agreement, and the other Credit Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof. This Agreement, the Credit Agreement, and the other Credit Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

12. Counterparts/Telecopy. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts of this Agreement by telecopy or other secure electronic format (.pdf) shall be effective as an original.

13. Governing Law; Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial The governing law, submission to jurisdiction, waiver of venue, service of process, and waiver of jury trial provisions contained in Sections 11.13 and 11.14 of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

14. Further Assurances. Each of the parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments as may reasonably be requested to effectuate the intent and purposes, and to carry out the terms, of this Agreement.

15. Miscellaneous. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, then such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with, or is inconsistent with, any provision in any Credit Document, then the provision contained in this Agreement shall govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Amendment to Credit Agreement to be duly executed as of the date first above written.

BORROWERS:

BURGERFI INTERNATIONAL, INC.,
a Delaware corporation

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

PLASTIC TRIPOD, INC.,
a Delaware corporation

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

GUARANTORS:

HOT AIR, INC.,
a Delaware corporation

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

ACFP MANAGEMENT, INC.,
a Delaware corporation

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

ANTHONY'S PIZZA HOLDING COMPANY, LLC,
a Florida limited liability company

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

ANTHONY'S COAL FIRED PIZZA OF PIKE CREEK, LLC,
a Delaware limited liability company
ANTHONY'S COAL FIRED PIZZA OF WILMINGTON, LLC,
a Delaware limited liability company
ACFP/NYNJ VENTURES LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF AVENTURA, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF BOCA RATON, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF CORAL SPRINGS, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF PEMBROKE PINES, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF PALM BEACH GARDENS,
LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF PLANTATION, LLC,
a Florida limited liability company
ANTHONY'S SPORTS BAR AND GRILL, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF WESTON, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF STUART LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF CORAL GABLES, LLC,
a Florida limited liability company
ANTHONY'S COAL-FIRED PIZZA, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF SOUTH TAMPA, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF DORAL LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF PINECREST, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF WELLINGTON, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF MIAMI LAKES, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF KENDALL, LLC,
a Florida limited liability company

By: /s/ Michael Rabinovitch

Name: Michael Rabinovitch

Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

ANTHONY'S COAL FIRED PIZZA OF NORTH TAMPA, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF CLEARWATER, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF SAND LAKE, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF BRANDON, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF ALTAMONTE SPRINGS, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF EAST BOCA LLC,
a Florida limited liability company
ACFP BOCA MGT LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF NORTH LAUDERDALE LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF NORTH MIAMI LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF MIRAMAR LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF DELRAY BEACH, LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF LITTLETON LLC,
a Massachusetts limited liability company
ANTHONY'S COAL FIRED PIZZA OF WESTWOOD LLC,
a Massachusetts limited liability company

ANTHONY'S COAL FIRED PIZZA OF READING LLC,
a Massachusetts limited liability company
ANTHONY'S COAL FIRED PIZZA OF CLIFTON, LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF EDISON LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF RAMSEY, LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF FAIR LAWN, LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF WAYNE NJ LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF LIVINGSTON LLC,
a New Jersey limited liability company

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

ANTHONY'S COAL FIRED PIZZA OF MARLBORO
LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF MOUNT
LAUREL LLC,
a New Jersey limited liability company
ANTHONY'S COAL FIRED PIZZA OF COMMACK
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF WHITE PLAINS,
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF CARLE PLACE,
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF WOODBURY,
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF WANTAGH,
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF BOHEMIA, LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF GREAT NECK,
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF FARMINGDALE
LLC,
a New York limited liability company
BH SAUCE, LLC,
a Nevada limited liability company
ANTHONY'S COAL FIRED PIZZA OF HORSHAM, LLC,
a Pennsylvania limited liability company

ANTHONY'S COAL FIRED PIZZA OF WAYNE, LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL-FIRED PIZZA OF MONROEVILLE,
LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL-FIRED PIZZA OF SETTLER'S
RIDGE, LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF CRANBERRY,
LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF MCMURRAY,
LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF EXTON, LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF WYOMISSING,
LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF WYNNEWOOD
LLC,
a Pennsylvania limited liability company

By: /s/ Michael Rabinovitch

Name: Michael Rabinovitch

Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

ANTHONY'S COAL FIRED PIZZA OF TREXLERTOWN
LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF BLUE BELL
LLC,
a Pennsylvania limited liability company
ANTHONY'S COAL FIRED PIZZA OF NEWTON LLC,
a Massachusetts limited liability company
ANTHONY'S COAL FIRED PIZZA OF STONY BROOK
LLC,
a New York limited liability company
ANTHONY'S COAL FIRED PIZZA OF CRANSTON
LLC,
a Rhode Island limited liability company
ANTHONY'S COAL FIRED PIZZA OF NATICK LLC,
a Massachusetts limited liability company
ANTHONY'S COAL FIRED PIZZA OF WEST PALM
BEACH LLC,
a Florida limited liability company
ANTHONY'S COAL FIRED PIZZA OF BETHESDA LLC,
a Maryland limited liability company
ANTHONY'S COAL FIRED PIZZA OF SPRINGFIELD
LLC,
a Pennsylvania limited liability company

By: /s/ Michael Rabinovitch

Name: Michael Rabinovitch

Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

BURGERFI INTERNATIONAL, LLC,
a Delaware limited liability company
BF RESTAURANT MANAGEMENT, LLC,
a Florida limited liability company
BURGERFI IP, LLC,
a Florida limited liability company
BURGERFI-DELRAY BEACH, LLC,
a Delaware limited liability company
BF CORAL SPRINGS, LLC,
a Florida limited liability company
BF CITY PLACE-WEST PALM, LLC,
a Florida limited liability company
BF JUPITER, LLC,
a Florida limited liability company
BF WEST DELRAY, LLC,
a Florida limited liability company
BF LBTS, LLC,
a Florida limited liability company
BF PHILADELPHIA, LLC,
a Florida limited liability company
BF COMMACK, LLC,
a New York limited liability company
BF JACKSONVILLE TOWN CENTER, LLC,
a Florida limited liability company
BF JACKSONVILLE RIVERSIDE, LLC,
a Florida limited liability company
BF DELRAY—LINTON, LLC,
a Florida limited liability company
BF PINES CITY CENTER, LLC,
a Florida limited liability company
BF ORLANDO – DR. PHILLIPS, LLC,
a Florida limited liability company
BF DANIA BEACH, LLC,
a Florida limited liability company
BF FORT MYERS—DANIELS, LLC,
a Florida limited liability company
BF BOCA RATON—BOCA POINTE, LLC,
a Florida limited liability company
BF BOCA RATON, LLC,
a Florida limited liability company
BF PBG, LLC,
a Florida limited liability company
BF JUPITER—INDIANTOWN, LLC,
a Florida limited liability company

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

BF WELLINGTON, LLC,
a Florida limited liability company
BF NEPTUNE BEACH, LLC,
a Florida limited liability company
BF POUGHKEEPSIE, LLC,
a Florida limited liability company
BF ATLANTA—PERIMETER MARKETPLACE, LLC,
a Georgia limited liability company
BF FOOD TRUCK, LLC,
a Florida limited liability company
BF ODESSA, LLC,
a Florida limited liability company
BF MIAMI BEACH—MERIDIAN, LLC,
a Florida limited liability company
BF MIRAMAR LLC,
a Florida limited liability company
BF TAMPA BAY, LLC,
a Florida limited liability company
BF TAMPA—CHANNELSIDE, LLC,
a Florida limited liability company
BF WILLIAMSBURG, LLC,
a Florida limited liability company
BF TAMPA—WESTCHASE, LLC,
a Florida limited liability company
BF HENDERSONVILLE, LLC,
a Tennessee limited liability company
BF CHARLOTTESVILLE, LLC,
a Virginia limited liability company
BF TALLAHASSEE VARSITY, LLC,
a Florida limited liability company
BURGERFI MANAGEMENT SERVICES, LLC,
a Florida limited liability company
BF COMMISSARY, LLC,
a Florida limited liability company
BGM PEMBROKE PINES, LLC,
a Florida limited liability company
BF BABCOCK, LLC,
a Florida limited liability company
BF MIAMI LAKES, LLC,
a Florida limited liability company

By: /s/ Michael Rabinovitch

Name: Michael Rabinovitch

Title: Chief Financial Officer

[Signature pages for Credit Parties continue.]

BF GALLATIN AVENUE NASHVILLE, LLC,
a Tennessee limited liability company
BF HERMITAGE LLC,
a Tennessee limited liability company
BURGERFI ENTERPRISES, LLC,
a Florida limited liability company

By: /s/ Michael Rabinovitch
Name: Michael Rabinovitch
Title: Chief Financial Officer

[Signature pages for Credit Parties end.]

Signature Page
Twelfth Amendment to Credit Agreement

ADMINISTRATIVE AGENT:

REGIONS BANK

By: /s/ J. Richard Baker

Name: J. Richard Baker

Title: Senior Vice President

Signature Page

Twelfth Amendment to Credit Agreement

LENDERS:

REGIONS BANK,
as a Lender

By: /s/ J. Richard Baker

Name: J. Richard Baker

Title: Senior Vice President

Signature Page
Twelfth Amendment to Credit Agreement

CADENCE BANK,
as a Lender

By: /s/ Michael R. Moers

Name: Michael R. Moers

Title: S.V.P.

Signature Page
Twelfth Amendment to Credit Agreement

SYNOVUS BANK,
as a Lender

By: /s/ Gregory Felix
Name: Gregory Felix
Title: Special Assets Officer, Sr.

Signature Page
Twelfth Amendment to Credit Agreement

WEBSTER BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Robert Graham
Name: Robert Graham
Title: Vice President

Signature Page
Twelfth Amendment to Credit Agreement

**BURGERFI INTERNATIONAL, INC.
AMENDED EMPLOYMENT AGREEMENT**

THIS AMENDED EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into effective as of the 4 day of March, 2022, by and between **BURGERFI INTERNATIONAL, INC.**, a Delaware corporation (the "**Company**"), and **MICHAEL RABINOVITCH**, an individual ("**Executive**").

RECITALS

WHEREAS, the Company and the Executive are parties to that certain Employment Agreement, dated as of February 26, 2021 (the "**Employment Agreement**"), pursuant to which the Executive serves as the Chief Financial Officer of the Company;

WHEREAS, on the terms and subject to the conditions hereinafter set forth, the Company desires to amend the Employment Agreement with respect to Executive's compensation as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Employment Agreement.
2. **Amendment to Employment Agreement**. The Employment Agreement is hereby amended as follows:
 - a. **Sections 5.1 and 5.8** are hereby deleted and replaced with the following:
 - 5.1 Salary**. An annual salary of \$400,000.00, subject to applicable withholdings and deductions and paid in installments in accordance with the Company's normal payroll practices for its senior management. Such annual salary shall be subject to review at the end of each year of the Employment Period by the compensation committee of the board of directors in consultation with the Executive Chairman and the Chief Executive Officer.
 - 5.8 Relocation Allowance**. Executive shall be entitled to reimbursement of up to \$40,000 of costs incurred by Executive in connection with the sale of his former residence or relocation costs for up to thirty-six (36) months from the Commencement Date. Without limiting the foregoing, to the extent any of the relocation costs that are paid or reimbursed by the Company pursuant to this Section 5.8 are treated by the Company as compensation income to Executive (the "**Relocation Payments**"), the Company shall provide Executive with an additional gross-up payment (the "**Relocation Gross-Up Payment**") equal to the federal income, state income and employment taxes imposed on the Relocation Payments and such Relocation Gross-Up Payment, so that the net amount received by Executive pursuant to this Section 5.8 shall equal the amount Executive would have received had such Relocation Payments not been subject to such federal income, state income or employment taxes; provided that such Relocation Gross-Up Payment (if any) shall be made to Executive no later than the end of the calendar year following the year in which the taxes were remitted to the relevant taxing authorities.

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3. **Entirety**. Except as expressly modified hereby, the Employment Agreement shall remain in full force and effect.
 4. **Counterparts**. This Amendment may be executed in counterparts and by facsimile and/or email .pdf, each of which shall constitute originals and all of which, when taken together, shall constitute the same original instrument, legally binding all parties to this Amendment.

[Signatures on the following page.]

With full power and authority and intending to be legally bound, the parties hereto have executed this Amendment as of the date first above written.

BURGERFI INTERNATIONAL, INC.

By: /s/ Ian Baines

Name: Ian Baines

Title: Chief Executive Officer

EXECUTIVE:

By: /s/ Michael Rabinovitch

Michael Rabinovitch

**BURGERFI INTERNATIONAL, INC.
AMENDED RESTRICTED STOCK UNIT AWARD AGREEMENT**

THIS AMENDED RESTRICTED STOCK UNIT AWARD AGREEMENT(this “*Amendment*”) is made and entered into effective as of the 4 day of March, 2022, by and between **BURGERFI INTERNATIONAL, INC.**, a Delaware corporation (the “*Company*”), and **MICHAEL RABINOVITCH**, an individual (“*Executive*”).

RECITALS

WHEREAS, the Company and the Executive are parties to that certain Restricted Stock Unit Award Agreement, dated as of July 13, 2021 (the “*Award Agreement*”), pursuant to which the Executive was granted 130,000 restricted stock units under the Company’s 2020 Omnibus Equity Incentive Plan subject to Executive achieving certain Key Performance Indicators;

WHEREAS, on the terms and subject to the conditions hereinafter set forth, the Company desires to amend the Award Agreement with respect to certain vesting dates.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Award Agreement.
2. **Amendment to Employment Agreement.** The Award Agreement is hereby amended as follows:
 - a. Section 3 is hereby deleted and replaced with the following:
3. **Vesting.** Except as otherwise provided in this Section 3, Restricted Stock Units subject to this grant shall vest as follows:
 - (a) 25,000 Restricted Stock Units shall vest on the one-year anniversary of the Commencement Date subject to the Participant achieving certain Key Performance Indicators set forth on *Exhibit B* attached hereto;
 - (b) 30,000 Restricted Stock Units shall vest on the two-year anniversary of the Commencement Date subject to the Participant achieving certain Key Performance Indicators set forth on *Exhibit B* attached hereto;
 - (c) 35,000 Restricted Stock Units shall vest on the two-year anniversary of the Commencement Date subject to the Participant achieving certain Key Performance Indicators set forth on *Exhibit B* attached hereto; and
 - (d) 40,000 Restricted Stock Units shall vest on the two-year anniversary of the Commencement Date subject to the Participant achieving certain Key Performance Indicators set forth on *Exhibit B* attached hereto.

For purposes of this Section, “Commencement Date” shall mean February 26, 2021, which is the date the Participant began employment with the Company, and the period of time between each anniversary of the Commencement Date shall be referred to as the “Vesting Year.”

In the event of the Participant's Termination of Service by the Company without Cause or by resignation of the Participant due to Good Reason (as defined in the Employment Agreement dated February 26, 2021 between the Company and the Participant), all unearned Restricted Stock Units awarded under this Award Agreement that could be earned during the Vesting Year in which the Termination of Service occurs shall vest immediately prior to the Termination of Service.

Notwithstanding anything else contained herein, if there is a Change of Control prior to a Termination of Service, all unearned Restricted Stock Units awarded under this Award Agreement shall vest immediately prior to the Change of Control.

4. **Entirety.** Except as expressly modified hereby, the Award Agreement shall remain in full force and effect.
5. **Counterparts.** This Amendment may be executed in counterparts and by facsimile and/or email .pdf, each of which shall constitute originals and all of which, when taken together, shall constitute the same original instrument, legally binding all parties to this Amendment.

[Signatures on the following page.]

With full power and authority and intending to be legally bound, the parties hereto have executed this Amendment as of the date first above written.

BURGERFI INTERNATIONAL, INC.

By: /s/ Ian Baines

Name: Ian Baines

Title: Chief Executive Officer

EXECUTIVE:

By: /s/ Michael Rabinovitch

Michael Rabinovitch