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**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 3)\***

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**BurgerFi International, Inc.**

(Name of Issuer)

**Common Stock, \$0.0001 par value per share**  
(Title of Class of Securities)

**12122L 101**  
(CUSIP Number)

**Daniel Reid**  
c/o Catterton Management Company, L.L.C.  
599 West Putnam Avenue  
Greenwich, CT 06830

**Chief Operating Officer and General Counsel**  
(203) 629-4901

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**February 24, 2023**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	Names of Reporting Persons. J. Michael Chu	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,429,741
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,429,741
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,429,741	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 6.4%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. Scott A. Dahnke	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,429,741
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,429,741
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,429,741	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 6.4%	
14.	Type of Reporting Person (See Instructions) IN	

1.	Names of Reporting Persons. CP7 Warming Bag, L.P.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,429,741
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,429,741
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,429,741	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 6.4%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons. CP7 Management, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 1,429,741
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 1,429,741
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 1,429,741	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 6.4%	
14.	Type of Reporting Person (See Instructions) OO	

## Explanatory Note

This Amendment No. 3 amends and supplements the Schedule 13D filed with the Securities and Exchange Commission by the Reporting Persons on November 15, 2021, and amended by Amendment No. 1 on October 14, 2022 and Amendment No. 2 on November 7, 2022 (as amended, the “Schedule 13D”). Capitalized terms used in this Amendment No. 3 that are not otherwise defined have the meaning ascribed to them in the Schedule 13D.

### **Item 1. Security and Issuer**

Item 1 of the Schedule 13D is hereby amended and restated as follows:

This Schedule 13D relates to the shares of common stock, \$0.0001 par value per share (“Common Stock”), of BurgerFi International, Inc., a Delaware corporation (the “Issuer”), which has its principal executive offices at 200 West Cypress Creek Rd., Suite 220, Fort Lauderdale, FL 33309.

### **Item 2. Identity and Background**

Item 2 of the Schedule 13D is hereby amended and restated as follows:

- (a) This Schedule 13D is being filed by the following (each, a “Reporting Person,” and collectively, the “Reporting Persons”):
- (i) CP7 Warming Bag, L.P. (together with its transferees, successors or assigns, “CP7 Warming Bag”), a Delaware limited partnership;
  - (ii) CP7 Management, LLC (“CP7 Management”), a Delaware limited liability company and the general partner of CP7 Warming Bag;
  - (iii) Scott Dahnke, a citizen of the United States, who is a managing member of CP7 Management and disclaims beneficial ownership of the shares of Common Stock reported herein; and
  - (iv) J. Michael Chu, a citizen of the United States, who is a managing member of CP7 Management and disclaims beneficial ownership of the shares of Common Stock reported herein.

The agreement among the Reporting Persons to file this Schedule 13D jointly in accordance with Rule 3d-1(k) of the Securities Exchange Act of 1934, as amended, is attached to the Schedule 13D as Exhibit 1.

- (b) The business address of each of the Reporting Persons is 599 West Putnam Avenue, Greenwich, Connecticut 06830.
- (c) The principal business of: (i) CP7 Warming Bag is to serve as a private investment vehicle; (ii) CP7 Management is to serve as the manager of certain private investment vehicles, including CP7 Warming Bag; (iii) Mr. Chu, an individual, is to serve as the Global co-Chief Executive Officer of L Catterton, a private equity firm and parent company of Catterton Management Company, LLC, and participate in the management of its related entities; and (iv) Mr. Dahnke, an individual, is to serve as the Global co-Chief Executive Officer of L Catterton, a private equity firm and parent company of Catterton Management Company, LLC, and participate in the management of its related entities.
- (d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree of final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The places of organization or citizen of each of the Reporting Persons, as applicable, are listed in paragraph (a) of this Item 2.

**Item 4. Purpose of Transaction**

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

The Reporting Persons acquired the securities reported on this Schedule 13D for investment purposes. Andrew Taub, a Managing Partner of L Catterton, serves as a member of the Issuer's Board of Directors.

The information set forth in Item 5 and Item 6 of this Schedule 13D is incorporated by reference to this Item 4.

**Item 5. Interest in Securities of the Issuer**

Item 5 of the Schedule 13D is hereby amended and supplemented as follows:

- (a) The information set forth in rows 11 and 13 of the cover pages to this Schedule 13D is incorporated by reference. The percentage set forth in row 13 is based on 22,253,232 outstanding shares of Common Stock as reported by the Issuer in its Form 10-Q filed with the Securities and Exchange Commission on November 16, 2022.
- (b) The information set forth in rows 7 through 10 of the cover pages to this Schedule 13D is incorporated by reference.
- (c) On February 27, 2023, the Issuer filed an amended and restated certificate of designation, dated as of February 24, 2023 (the "A&R CoD"), with the Delaware Secretary of State regarding the Issuer's non-convertible, redeemable Series A Preferred Stock, par value \$0.0001 per share (the "Series A Preferred Stock"), to amend certain powers, designations, preferences and other rights set forth therein, as more fully described below in Item 6, to be effective February 27, 2023.

In addition, on February 24, 2023, pursuant to the Stock Purchase Agreement (as defined below in Item 6), CP7 Warming Bag sold 1,500,000 shares of Common Stock to the Purchasers (as defined below in Item 6) at a purchase price of \$0.50 per share for an aggregate purchase price of \$750,000.00.

- (d) No person other than the Reporting Persons disclosed in this Schedule 13D is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock subject to this Schedule 13D.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

**Amended and Restated Certificate of Designation of Series A Preferred Stock of BurgerFi International, Inc.**

On February 27, 2023, the Issuer filed the A&R CoD with the Delaware Secretary of State regarding the Series A Preferred Stock, to amend certain powers, designations, preferences and other rights set forth therein, as more fully described below, to be effective February 27, 2023.

*Director Designation Rights*

The A&R CoD added a provision providing that (i) for so long as CP7 Warming Bag, or its current or future affiliates, directly or indirectly, hold collectively 70.0% or more of the shares of Series A Preferred Stock held by CP7 Warming Bag as of the date of the A&R CoD, CP7 Warming Bag shall have the option and the right (but not the obligation), to designate two directors (one of whom shall be a Class C director and one of whom shall be a Class A director if the Board of Directors of the Issuer (the "Board") remains classified in such manner or any successor structure) (each, a "CP7 Designated BFI Director"), subject to suitability requirements set forth in the A&R CoD, (ii) for so long as CP7 Warming Bag, or its current or future affiliates, directly or indirectly, hold collectively less than 70.0%, but 35.0% or more of the shares of Series A Preferred Stock held by CP7 Warming Bag as of the date of the A&R CoD, CP7 Warming Bag's option and right described above shall be reduced to the option and right (but not the obligation) to designate one CP7 Designated BFI Director (whom shall be a Class C director if the Board remains classified in such manner or any successor structure) and (iii) in the event that CP7 Warming Bag, or its current or future affiliates, directly or indirectly, hold collectively less than 35.0% of the shares of Series A Preferred Stock held by CP7 Warming Bag as of the date of this A&R CoD, CP7 Warming Bag's option and right described above shall immediately terminate and any CP7 Designated BFI Director shall promptly tender his or her resignation from the Board. Each of the ownership percentage thresholds described above are referred to herein as a "CP7

#### Ownership Threshold.”

Each CP7 Designated BFI Director shall receive, effective January 1, 2024, the same aggregate value of compensation as each non-employee member of the Board, including cash compensation or equity compensation (at the Issuer’s election), and other benefits.

If a CP7 Designated BFI Director ceases to serve as a member of the Board prior to the expiration of such director’s term, other than as a result of a CP7 Designated BFI Director’s resignation as a result of the CP7 Ownership Threshold decreasing below 70% or 35%, as applicable, then CP7 Warming Bag shall be entitled to designate a director nominee as such director’s successor, it being understood that any such designee shall serve the remainder of the term of such director whom such designee shall replace, or until her or his successor is duly elected and qualified or until her or his earlier resignation or removal.

Subject to the other provisions of the A&R CoD and applicable law, each CP7 Designated BFI Director designated by CP7 Warming Bag shall serve as a CP7 Designated BFI Director until the expiration of her or his term of office, resignation, or such earlier time as CP7 Warming Bag elects to replace such CP7 Designated BFI Director or any successors thereof. In the event of the resignation, death or removal of any CP7 Designated BFI Director from the Board, provided the CP7 Ownership Threshold has not decreased below 35%, CP7 Warming Bag shall have the continuing right to appoint a successor CP7 Designated BFI Director to the Board, so long as the rights under the A&R CoD are in effect to fill the resulting vacancy on the Board; provided, however, that the successor shall be subject to the suitability requirements set forth in the A&R CoD.

Each CP7 Designated BFI Director shall have the right to attend, as a non-voting participant, any meeting of any committee of the Board for which such CP7 Designated BFI Director is not a member thereof. In addition, for so long as CP7 Warming Bag shall have the right to designate a CP7 Designated BFI Director pursuant to the A&R CoD, the Executive Chairman of the Board shall continue to have the option and right (but not the obligation) to designate: (a) one non-voting observer to the Board and (b) subject to the suitability requirements set forth in the A&R CoD, a non-voting observer to any or all committees on a case-by-case basis, which approval shall not be unreasonably withheld or delayed by such committee.

#### *Voting Rights*

The A&R CoD added to the list of major decisions of the Issuer that require the written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock the following actions: (x) hire, appoint, remove, replace, terminate or otherwise change the Chief Executive Officer or fail to consult with holders of a majority of the then outstanding shares of Series A Preferred Stock prior to any other hiring, removal, replacement, termination or appointment of any other executive officer of the Issuer and (y) except as required by applicable law, amend, waive or modify any rights under, terminate or approve (1) any incurrence of debt or guarantee thereof involving more than \$2,500,000, or (2) any incurrence of debt or guarantee thereof between the Issuer or any of its subsidiaries, on the one hand, and any director, officer or stockholder of the Issuer or any of their respective affiliates, on the other hand. (1) and (2) above are subject to certain exceptions set forth in the A&R CoD.

#### *Redemption*

The A&R CoD added a provision providing that in the event the Issuer fails to timely redeem any shares of Series A Preferred Stock on November 3, 2027, the applicable dividend rate shall automatically increase to the lesser of (A) the sum of 10.00% plus the applicable default rate (with such aggregate rate increasing by an additional 0.35% per quarter from and after November 3, 2027) or (B) the maximum rate that may be applied under applicable law, unless waived in writing by a majority of the outstanding shares of Series A Preferred Stock.

The A&R also added a provision providing that in the event the Issuer fails to timely redeem any shares of Series A Preferred Stock in connection with a Qualified Financing (as defined in the A&R CoD) or on November 3, 2027 (a “Default”), the Issuer agrees to promptly commence a debt or equity financing transaction or sale process to solicit proposals for the sale of the Issuer and its subsidiaries (or, alternatively, the sale of material assets) designed to yield the maximum cash proceeds to the Issuer available for redemption of the Series A Preferred Stock as promptly as practicable, but in any event, within 12 months from the date of the Default. If on or after November 3, 2026, the Issuer is aware that it is reasonably unlikely to have sufficient cash to timely effect the redemption in full of the Series A Preferred Stock when first due, the Issuer shall, prior to such anticipated due date, take reasonable steps to engage an investment banking firm of national standing (and other appropriate professionals) to conduct preparatory work for such a financing transaction and sale process of the Issuer and its subsidiaries to provide for such transaction to occur as promptly as possible after any failure for a timely redemption of the Series A Preferred Stock.



The A&R CoD is filed as Exhibit 8 to this Schedule 13D and is incorporated herein by reference. The foregoing description of the A&R CoD does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the A&R CoD.

#### **Stock Purchase Agreement**

On February 24, 2023, CP7 Warming Bag entered into a Stock Purchase Agreement (the "Stock Purchase Agreement") with the buyers listed on the signature pages thereto (the "Purchasers"). Pursuant to the Stock Purchase Agreement, CP7 Warming Bag sold 1,500,000 shares of Common Stock in the aggregate to the Purchasers at a purchase price of \$0.50 per share for an aggregate purchase price of \$750,000.00.

The Stock Purchase Agreement is filed as Exhibit 9 to this Schedule 13D and is incorporated herein by reference. The foregoing description of the Stock Purchase Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Stock Purchase Agreement.

#### **Item 7. Material to be Filed as Exhibits**

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

- Exhibit 1 Joint Filing Agreement (incorporated by reference to Exhibit 1 to the Schedule 13D filed by Cardboard Box, LLC on November 15, 2021)
- Exhibit 2 Amended and Restated Stock Purchase Agreement, dated November 3, 2021, by and among Hot Air, Inc., Cardboard Box, LLC and the Issuer (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed on November 5, 2021)
- Exhibit 3 Share Escrow Agreement, dated November 3, 2021, by and among the Issuer, Cardboard Box, LLC and the Escrow Agent (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed on November 5, 2021)
- Exhibit 4 Registration Rights and Lock-Up Agreement, dated November 3, 2021, by and between Cardboard Box, LLC and the Issuer (incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K filed on November 5, 2021)
- Exhibit 5 Restrictive Covenants Agreement, dated November 3, 2021, by and among Catterton Partners VII, L.P., Catterton Partners VII Offshore, L.P. and Catterton Partners VII Special Purposes, L.P., on the one hand, and the Issuer, on the other hand (incorporated by reference to Exhibit 10.5 to the Issuer's Current Report on Form 8-K filed on November 5, 2021)
- Exhibit 6 Voting Agreement, dated November 3, 2021, by and among the Issuer, Cardboard Box, LLC, Ophir Sternberg and Lionheart Equities, LLC (incorporated by reference to Exhibit 10.6 to the Issuer's Current Report on Form 8-K filed on November 5, 2021)
- Exhibit 7 Certificate of Designation of Series A Preferred Stock of the Issuer, dated November 3, 2021 (incorporated by reference to Exhibit 4.2 to the Issuer's registration statement on Form S-8 filed on November 3, 2021 (File No. 333-260727))
- Exhibit 8 Amended and Restated Certificate of Designation of Series A Preferred Stock of the Issuer, dated February 24, 2023 (incorporated by reference to Exhibit 3.1 to the Issuer's Current Report on Form 8-K filed on February 27, 2023)
- Exhibit 9 Stock Purchase Agreement, dated February 24, 2023, by and among CP7 Warming Bag and the buyers listed on the signature pages thereto

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**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: March 1, 2023

/s/ J. Michael Chu  
J. MICHAEL CHU

/s/ Scott A. Dahnke  
SCOTT A. DAHNKE

CP7 WARMING BAG, L.P.

By: CP7 Management, LLC, its general partner

By: /s/ Scott A. Dahnke  
Name: Scott A. Dahnke  
Title: Authorized Person

CP7 MANAGEMENT, LLC

By: /s/ Scott A. Dahnke  
Name: Scott A. Dahnke  
Title: Authorized Person

**STOCK PURCHASE AGREEMENT**

**THIS STOCK PURCHASE AGREEMENT** (this “**Agreement**”), dated as of February 24, 2023, is entered into between CP7 Warming Bag, LP, a Delaware limited partnership (the “**Seller**”), and the buyers listed on the signature pages hereto (individually a “**Buyer**” and collectively, the “**Buyers**”).

**WHEREAS**, Seller owns shares of common stock, par value \$0.0001 (“**Common Stock**”), of Burger Fi International, Inc., a Delaware corporation (the “**Company**”); and

**WHEREAS**, Seller wishes to sell to Buyers, and Buyers collectively wish to purchase from Seller, 1,500,000 shares of Common Stock (the “**Shares**”), subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale**. Subject to the terms and conditions set forth herein, at the Closing (as defined in **Section 2**), Seller shall sell, transfer and assign to each Buyer, and each Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Shares identified beneath the name of such Buyer on the signature pages hereto. The purchase price shall be \$.50 per share and the aggregate purchase price for the Shares shall be Seven Hundred and Fifty Thousand Dollars (\$750,000.00) (the “**Purchase Price**”).

2. **Closing**. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares shall take place at a closing (the “**Closing**”) to be held simultaneously with, and on the same day as, the closing of the Company’s Fifteenth Amendment to the Credit Agreement, among the Company, Plastic Tripod, Inc., the Lenders party thereto, and certain other parties thereto (the “**Closing Date**”) at the offices of Lionheart Equities, LLC or at such other place or on such other date as Buyers and Seller mutually may agree upon in writing, or remotely, by (a) exchange of documents and signatures (or their electronic counterparts) and (b) delivery of the Purchase Price by cashiers or certified check or by wire transfer of immediately available funds to an account designated in writing by Seller to Buyers no later than one (1) business day before the Closing. At the Closing, Seller shall cause the Shares to be electronically transferred to Buyers, free and clear of all Encumbrances (as defined herein). In the event the Closing does not occur within three business days after the date upon which the Purchase Price is delivered to Seller, Seller will promptly return the Purchase Price to Buyer (without penalty or interest) and this Agreement will be terminated.

3. **Representations and Warranties of Seller**. Seller represents and warrants to Buyers as follows:

- (a) Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary limited partnership approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by each Buyer) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms.

(c) The Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind ("**Encumbrances**"). Upon consummation of the transactions contemplated by this Agreement, each Buyer shall own the Shares, free and clear of all Encumbrances.

(d) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject or by which the Shares are bound.

(e) Except for any consents or approvals obtained by Seller on or prior to the Closing, no governmental, administrative or other third-party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(g) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

#### 4. Representation and Warranties of Buyers.

(a) If a Buyer is an entity, such Buyer is duly organized, validly existing and in good standing under the laws of the state in which such Buyer was formed.

(b) Buyers have all requisite power and authority to enter into this Agreement, to carry out their obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyers of this Agreement, the performance by Buyers of their respective obligations hereunder and the consummation by Buyers of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyers. This Agreement has been duly executed and delivered by Buyers and (assuming due authorization, execution and delivery by Seller) constitutes each Buyer's legal, valid and binding obligation, enforceable against such Buyer in accordance with its terms.

(c) Each Buyer is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Each Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Each Buyer is an “accredited investor” as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act 1933, as amended.

(d) Except for any consents or approvals obtained by Buyers on or prior to the Closing, no governmental, administrative or other third-party consents or approvals are required by or with respect to Buyers in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyers, threatened against or by Buyers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(f) No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyers.

5. Further Assurances. Following the Closing, each of the parties shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

6. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

7. Transfer Taxes. Notwithstanding the foregoing, each of the Seller and the Buyer shall be responsible for 50% of any and all taxes under applicable state and federal law in connection with the sale of the Shares under this Agreement.

8. Acknowledgement. Each of the Seller and Buyer acknowledges that it is a sophisticated investor capable of assessing and assuming investment risks with respect to securities, including securities such as the Shares, and further acknowledges that the other party is entering into this Agreement with such party in reliance on this acknowledgment and with such party’s understanding, acknowledgment and agreement that the other party may be privy to material non-public information regarding the Company and its subsidiaries (collectively, the “**Non-Public Information**”), which Non-Public Information may be material to a reasonable investor, such as the undersigned acknowledging party, when making investment decisions, including the decision to enter into this Agreement, and such the acknowledging party’s decision to enter into this Agreement is being made with full recognition and acknowledgment that each party may be privy to the Non-Public Information, irrespective of whether such Non-Public Information has been provided or otherwise available to such acknowledging party. Each of the Seller and the Buyer further acknowledges that it is aware of the fact that the Company may be, from time to time,

involved in various conversations or discussions with various unrelated third parties that could result in M&A activity by the Company in the future, and that any such M&A activity by the Company, or the announcement of the foregoing, may impact the value of the Shares being sold hereby. As a sophisticated investor, each of the Seller and Buyer acknowledges and agrees that the price of the Shares may rise or fall significantly in connection with any of the foregoing and each party has expressly considered such in connection with its entry into this Agreement.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than as provided in **Section 13** (each, a “**Notice**”), shall be in writing and addressed to the parties at the addresses designated by the receiving party from time to time in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only upon receipt by the receiving party.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated be consummated as originally contemplated to the greatest extent possible.

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15. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Delaware and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

16. Arms' Length. This Agreement has been negotiated at arm's-length by parties of equal bargaining strength, each represented by counsel or having had but declined the opportunity to be represented by counsel and having participated in the drafting of this Agreement. This Agreement creates no fiduciary or other special relationship between the parties, and no such relationship otherwise exists with respect to the Shares or the transaction contemplated by this Agreement. No presumption in favor of or against any party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which party might have drafted this Agreement or such provision.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which, together, shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**SELLER:**

**CP7 WARMING BAG, LP**

By: /s/ Andrew C. Taub  
Name: Andrew C. Taub  
Title: Authorized Officer

**BUYERS:**

**LIONHEART EQUITIES**

By: /s/ Ophir Sternberg  
Name: Ophir Sternberg  
Title: Manager  
Shares: 1,158,000

/s/ Faquiry Diaz

**FAQUIRY DIAZ**  
Shares: 172,000

/s/ Michael Rabinovitch

**MICHAEL RABINOVITCH**  
Shares: 100,000

[Signature Page to Stock Purchase Agreement]



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/s/ Stefan Schnoop

**STEFAN SCHNOOP**

Shares: 50,000

/s/ John Iannucci

**JOHN IANNUCCI**

Shares: 10,000

/s/ Karl Goodhew

**KARL GOODHEW**

Shares: 10,000

[Signature Page to Stock Purchase Agreement]