

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826150

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS SPECIALITY LENDING GROUP, L.P.		01/31/2023	Limited Partnership:
SPECIAL SITUATIONS INVESTING GROUP II, LLC		01/31/2023	Limited Liability Company:
KAYNE SENIOR CREDIT FUNDING III, LLC		01/31/2023	Limited Liability Company:
KAYNE SENIOR CREDIT FUNDING III MINI-MASTER FUND, LP		01/31/2023	Limited Partnership:
PHILADELPHIA INDEMNITY INSURANCE COMPANY		01/31/2023	Company:
ANTHEM HEALTH PLANS OF VIRGINIA, INC.		01/31/2023	Corporation:
KAYNE KS CREDIT FUND, L.P.		01/31/2023	Limited Partnership:
KAYNE SENIOR CREDIT FUNDING III OFFSHORE, LLC		01/31/2023	Limited Liability Company:
KAYNE ANDERSON SENIOR CREDIT FUND, A SUB-FUND OF DMS QIAIF CORRIB PLATFORM ICAV		01/31/2023	Unknown:
RELIANCE STANDARD LIFE INSURANCE COMPANY		01/31/2023	Company:
KAYNE SENIOR CREDIT III, L.P.		01/31/2023	Limited Partnership:
MRCC SENIOR LOAN FUND I, LLC		01/31/2023	Limited Liability Company:
MONROE CAPITAL PRIVATE CREDIT FUND III LP		01/31/2023	Limited Partnership:
MONROE CAPITAL PRIVATE CREDIT FUND III (UNLEVERAGED) LP		01/31/2023	Limited Partnership:
MONROE CAPITAL MML CLO 2016-1, LTD.		01/31/2023	Limited Corporation:
MONROE CAPITAL MML CLO 2017-1, LTD.		01/31/2023	Limited Corporation:
MONROE CAPITAL MML		01/31/2023	Limited Corporation:
			<b>TRADEMARK</b>

OP \$665.00 5714741

Name	Formerly	Execution Date	Entity Type
CLO VI, LTD.			
MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING SPV LLC		01/31/2023	Limited Liability Company:
MONROE CAPITAL PRIVATE CREDIT FUND III (Lux) Financing Holdco LP		01/31/2023	Limited Partnership:
MONROE CAPITAL FUND SV S.a.r.l., acting in respect of its Fund III (Unleveraged) Compartment		01/31/2023	Unknown:
MONROE CAPITAL PRIVATE CREDIT FUND III (Lux) Financing SPV 2020 LP		01/31/2023	Limited Partnership:
RC II CB LLC		01/31/2023	Limited Liability Company:

#### RECEIVING PARTY DATA

<b>Name:</b>	SSCP RESTAURANT INVESTORS, LLC
<b>Street Address:</b>	13355 Noel Rd., Ste. 1645
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75240
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

#### PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
<b>Registration Number:</b>	5714741	CB
<b>Registration Number:</b>	6052460	CORNER BAKERY
<b>Registration Number:</b>	6052475	CORNER BAKERY
<b>Registration Number:</b>	6052481	CORNER BAKERY
<b>Registration Number:</b>	6124645	CORNER BAKERY
<b>Registration Number:</b>	6136318	CB CORNER BAKERY
<b>Registration Number:</b>	6155403	CB CORNER BAKERY
<b>Registration Number:</b>	2078299	CORNER BAKERY
<b>Registration Number:</b>	2145582	CORNER BAKERY YOU KNEAD IT.
<b>Registration Number:</b>	2597050	CORNER BAKERY CAFE
<b>Registration Number:</b>	2630094	CORNER BAKERY CAFE
<b>Registration Number:</b>	2679615	CORNER BAKERY CATERING
<b>Registration Number:</b>	2597054	CORNER BAKERY CATERING
<b>Registration Number:</b>	2597078	CORNER BAKERY CAFE
<b>Registration Number:</b>	2741172	

Property Type	Number	Word Mark
Registration Number:	2677427	FEED THE DAY
Registration Number:	3054416	WE'VE GOT CATERING CORNERED
Registration Number:	3182859	FEED THE DAY CORNER BAKERY CAFE
Registration Number:	4495584	YOU CLICK. WE CATER.
Registration Number:	4802068	CORNER BAKERY CAFE
Registration Number:	4788481	CORNER BAKERY CAFE CATERING
Registration Number:	4681231	CORNER BAKERY
Registration Number:	4854752	FRESH · FLAVORFUL · DELIVERED · CATERING
Registration Number:	5390638	CORNER BAKERY
Registration Number:	5390639	CORNER BAKERY CAFE
Registration Number:	5390640	CORNER BAKERY

**CORRESPONDENCE DATA**

**Fax Number:** 6144641737

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** jlaperle@fbtlaw.com

**Correspondent Name:** Frost Brown Todd LLP

**Address Line 1:** 301 East Fourth Street

**Address Line 2:** 3300 Great American Tower

**Address Line 4:** Cincinnati, OHIO 45202

<b>NAME OF SUBMITTER:</b>	Matthew R. Schantz
<b>SIGNATURE:</b>	/Matthew R. Schantz/
<b>DATE SIGNED:</b>	07/21/2023

**Total Attachments: 36**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment Agreement") is entered into as of January 31, 2023 among **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as administrative agent and as collateral agent (in such capacity, collectively, "Agent") and as a Lender, **SPECIAL SITUATIONS INVESTING GROUP II, LLC**, as a Lender, **KAYNE SENIOR CREDIT FUNDING III, LLC**, as a Lender, **KAYNE SENIOR CREDIT FUNDING III MINI-MASTER FUND, LP**, as a Lender, **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, as a Lender, **ANTHEM HEALTH PLANS OF VIRGINIA, INC.**, as a Lender, **KAYNE KS CREDIT FUND, L.P.**, as a Lender, **KAYNE SENIOR CREDIT FUNDING III OFFSHORE, LLC**, as a Lender, **KAYNE ANDERSON SENIOR CREDIT FUND, A SUB-FUND OF DMS QIAIF CORRIB PLATFORM ICAV**, as a Lender, **RELIANCE STANDARD LIFE INSURANCE COMPANY**, as a Lender, **KAYNE SENIOR CREDIT III, L.P.**, as a Lender, **MRCC SENIOR LOAN FUND I, LLC**, as a Lender, **MONROE CAPITAL PRIVATE CREDIT FUND III LP**, as a Lender, **MONROE CAPITAL PRIVATE CREDIT FUND III (UNLEVERAGED) LP**, as a Lender, **MONROE CAPITAL MML CLO 2016-1, LTD.**, as a Lender, **MONROE CAPITAL MML CLO 2017-1, LTD.**, as a Lender, **MONROE CAPITAL MML CLO VI, LTD.**, as a Lender, **MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING SPV LLC**, as a Lender, **MONROE CAPITAL PRIVATE CREDIT FUND III (Lux) Financing Holdco LP**, as a Lender, **MONROE CAPITAL FUND SV S.a.r.l.**, acting in respect of its Fund III (Unleveraged) Compartment, as a Lender, **MONROE CAPITAL PRIVATE CREDIT FUND III (Lux) Financing SPV 2020 LP**, as a Lender, **RC II CB LLC**, as a Lender (each, severally but not jointly, an "Assignor" and collectively, severally but not jointly, "Assignors") and **SSCP RESTAURANT INVESTORS, LLC**, a Delaware limited liability company ("Assignee"). Reference is made to that certain Credit and Guaranty Agreement, dated as of November 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement", by and among **CBC Restaurant Corp.**, a Delaware corporation ("Company"), **Corner Bakery Holding Company (f/k/a IFCB Holding Corporation)**, a Delaware corporation and certain Subsidiaries of **Company**, as Guarantors, the Lenders party thereto from time to time and **Agent**. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement. As used herein, the term "**Party**" means any signatory to this Assignment Agreement.

1. Subject to the terms and conditions of this Assignment Agreement, each Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from each Assignor, that interest in and to all of the respective Assignor's rights and obligations under the Credit Documents as of the Settlement Date with respect to the amount and percentage of the Obligations owing to each Assignor, and each such Assignor's portion of the Commitments (if any), as further specified on Annex I hereto, and, to the extent related thereto, all right, title and interest of each such Assignor in and to the following (collectively but excluding the Retained Interest (defined below), the "Assigned Interest):

(a) all other amounts funded by or payable to such Assignor under the Credit Documents, and all obligations owed to such Assignor in connection with the Loans and the Commitments (if any);

(b) the Credit Documents;

(c) all claims (including “claims” as defined in Bankruptcy Code §101(5)), suits, causes of action, and any other right of such Assignor, whether known or unknown, against the Credit Parties or any of their respective Affiliates, agents, representatives, contractors, advisors, or any other Person that in any way is based upon, arises out of or is related to any of the foregoing, including, to the extent permitted to be assigned under applicable law, all claims (including contract claims, tort claims, malpractice claims, and claims under any law governing the purchase and sale of, or indentures for, securities), suits, causes of action, and any other right of such Assignor against any attorney, accountant, financial advisor, or other Person arising under or in connection with the Credit Documents or the transactions related thereto or contemplated thereby;

(d) all Guaranties and all Collateral and security of any kind for or in respect of the foregoing;

(e) all cash (other than Excluded Cash), securities, or other property, and all setoffs and recoupments, received, applied, or effected by or for the account of such Assignor under the Loans and other extensions of credit under the Credit Documents (whether for principal, interest, fees, reimbursement obligations, or otherwise) from and after the Settlement Date; and

(f) all proceeds of the foregoing.

2. Notwithstanding anything herein to the contrary, the Assigned Interest shall exclude the following: (a) any claims (including contract claims, tort claims, malpractice claims, and claims under any law governing the purchase and sale of, or indentures for, securities), suits, causes of action, and any other right of each Assignor against any attorney, accountant, financial advisor, the Agent or other Person (other than the Credit Parties) arising under or in connection with the Credit Documents or the transactions related thereto or contemplated thereby, including any claims relating to the administration of the Assigned Interests under the Credit Documents and any action or omission taken in connection therewith prior to or on the Settlement Date, (b) any and all indemnification rights of Agent and each Assignor under the Credit Agreement and any other Credit Document, which rights shall survive the closing and remain in full force and effect in accordance with the terms of the Credit Agreement as in effect on the Settlement Date, provided that (i) such rights (A) shall be unsecured and none of the Assignees shall be a Secured Party under the Credit Documents, and (B) shall be subordinated to the prior payment in full in cash of all other Obligations (clauses (A) and (B) being the “Surviving Obligations Conditions”), and (ii) such rights shall not indemnify Agent or any Assignor for any losses incurred by them with respect to the Obligations, (c) any internal books and records of Agent and each Assignor and its Affiliates relating to the Assigned Interests, including but not limited to, all underwriting memoranda, internal memoranda, credit approvals, communications among Agent, Assignor and/or its respective employees, internal appraisals, credit write-ups, credit or tax analyses, committee reports, case write-ups, loan reports, communications and records subject to attorney-client privilege, work-product privilege, any statutory privilege, or any other legally cognizable privilege or immunity, and any other internal analysis conducted by or for Agent, any Assignor or any of its respective Affiliates with respect to the Obligations and the Credit Documents, and all other internal books and records of Agent, each Assignor and its respective Affiliates relating thereto,

including, without limitation, any internal correspondence, internal electronic mail, and any correspondence and electronic mail with third parties, including advisors and counsel (but excluding the schedule of funding and payment history of the Loans provided to Assignee prior to the execution and delivery of this Assignment Agreement), (d) any and all payments received from any Credit Party up to but excluding the Settlement Date (including any cash portion of such payments retained by Agent as of the Settlement Date (the "Excluded Cash")), (e) any and all Obligations reinstated to the extent of any disgorgement, return or reimbursement if and to the extent that any payment or transfer to or for the account of any Assignor in respect of the Obligations prior to the Settlement Date is subsequently disallowed or avoided, and Assignor is required to return or disgorge or otherwise reimburse such payment, property or the value thereof (provided that such reinstated Obligations shall be subject to the Surviving Obligations Conditions ), (f) all Obligations consisting of any Credit Party's obligation to reimburse any Assignor (or its Affiliate) for any loss, cost, damage or expenses in connection with any checks or other items of payment provisionally credited to the Loans on or prior to the Settlement Date and as to which any Assignor (or its Affiliate) is either required to disgorge or has not yet received final payment, provided that such Obligations shall subject to the Surviving Obligations Conditions (collectively the "Retained Interest"). Neither Assignee (nor its successors or assigns) may modify the Credit Agreement or other Credit Documents with respect to any Retained Interest.

3. Each Assignor, as to its own portion of the Assigned Interest only, represents and warrants to Assignee as of the Settlement Date that:

(a) it is the sole legal and beneficial owner of the Assigned Interest being assigned by it hereunder and that such Assigned Interest is free and clear of any lien, encumbrance or other adverse claim against title of any kind;

(b) it (i) is duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is in good standing under such laws and (iii) has full power and authority to execute, deliver and perform its obligations under, this Assignment Agreement;

(c) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby;

(d) the amounts set forth on Annex I attached hereto represent the amounts owed by Company to such Assignor with respect to its share of the principal amount of and accrued and unpaid interest on the Obligations assigned hereunder on the Settlement Date;

(e) its execution, delivery, and performance of the this Assignment Agreement have not resulted, and will not result, in a breach or violation of any provision of (i) its organizational documents, (ii) any statute, law, writ, order, rule or regulation of any Governmental Authority applicable to it, (iii) any judgment, injunction, decree or determination of any Governmental Authority applicable to it or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument to which it may be a party, by which it may be bound or to which any of its assets are subject;

(f) this Assignment Agreement (i) has been duly and validly authorized, executed and delivered by it and (ii) is the legal, valid and binding obligations of it, enforceable

against it in accordance with its terms, except that such enforceability against it may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and by a court's discretion in relation to equitable remedies;

(g) except as provided in the Credit Documents, no notice to, registration with, consent or approval of or any other action by any Governmental Authority or other Person is on the Settlement Date required for it to execute, deliver, and perform its obligations under this Assignment Agreement;

(h) it, or the Agent on its behalf, has provided Assignee with true, correct and complete copies of the Credit Documents described on Annex II hereto, including the current schedules attached thereto, Annex II hereto contains a true, correct and complete list of all material Credit Documents, and the Credit Documents do not include any promissory notes held by such Assignor other than promissory notes, if any, made by the Company in favor of such Assignor;

(i) no proceedings are pending against such Assignor or, to the best of such Assignor's knowledge, threatened in writing against such Assignor before any Governmental Authority that, in the aggregate, will materially and adversely affect (i) the Assigned Interest or (ii) any action taken or to be taken by such Assignor under this Assignment Agreement;

(j) such Assignor has not received any written notice that (i) any payment or other transfer made to or for the account of such Assignor from or on account of Company or any other Credit Party under the Assigned Interest is or may be void or voidable as an actual or constructive fraudulent transfer or as a preferential transfer or (ii) the Assigned Interest, or any portion thereof, is void, voidable, unenforceable or subject to any offset, counterclaim, recoupment, defense, contractual subordination, or other legal defect, in each case which does, or would, materially and adversely affect the Assigned Interest, in whole or in part;

(k) such Assignor has not effected or received the benefit of any setoff against the Company or any other Credit Party on account of the Assigned Interest;

(l) except for written consents, amendments, modifications, releases and waivers given by Lenders or Requisite Lenders, as applicable, in accordance with the Credit Agreement, such Assignor has not (i) given its consent to any change, nor has it waived, amended or modified any term or provision of any Credit Document, including, without limitation, with respect to the amount or time of any payment of principal or the rate or time of any payment of interest, or (ii) released in writing, or consented in writing to any release of, any Collateral from any of the Liens created pursuant to the Credit Documents; and

(m) except for obligations in favor of Agent, there is no funding obligation of any kind (whether fixed, contingent, conditional, or otherwise) in respect of the Assigned Interest (including any obligation to make advances or loans under any Credit Documents or any obligation relating to any currency or interest rate swap, hedge, or similar arrangement) that Assignor or Assignee is or shall be required to pay or otherwise perform that Assignor has not paid or otherwise performed or satisfied in full.

4. Except as otherwise set forth in this Assignment Agreement, each Assignor makes no representations or warranties, express or implied, with respect to the transactions contemplated



by this Assignment Agreement. Further, each Assignor makes no representation or warranty and assumes no responsibility with respect to (i) any statements, representations or warranties made in the Credit Documents, (ii) the execution, legality, validity, enforceability, perfection, avoidability, genuineness, sufficiency or value of the Credit Documents or any other instrument or document furnished pursuant thereto, (iii) the extent, validity, priority or value of Lien in any Collateral, or (iv) the financial condition of Company or any Guarantor or the performance or observance by Company or any Guarantor of any of their respective obligations under the Credit Documents or any other instrument or document furnished pursuant thereto.

5. Assignee represents and warrants to each Assignor as of the Settlement Date that:

(a) it (i) is duly organized and validly existing under the laws of its jurisdiction of organization or incorporation, (ii) is in good standing under such laws and (iii) has full power and authority to execute, deliver and perform its obligations under, this Assignment Agreement and the Credit Documents to which it is or will become a party;

(b) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby;

(c) its execution, delivery, and performance of this Assignment Agreement have not resulted and will not result in a breach or violation of any provision of (i) Assignee's organizational documents, (ii) any statute, law, writ, order, rule or regulation of any Governmental Authority applicable to it, (iii) any judgment, injunction, decree or determination of any Governmental Authority applicable to it or (iv) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument by which it may be a party, by which it may be bound or to which any of its assets is subject.

(d) (i) this Assignment Agreement (A) has been duly and validly authorized, executed and delivered by it and (B) is the legal, valid and binding obligations of it, enforceable against it in accordance with their respective terms, except that such enforceability may be limited by bankruptcy, insolvency, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and by a court's discretion in relation to equitable remedies; and, (ii)

(e) except as provided in the Credit Documents, no notice to, registration with, consent or approval of or any other action by any Governmental Authority or other Person is on the Settlement Date required for it to execute, deliver, and perform its obligations under this Assignment Agreement;

(f) no broker, finder or other Person acting under the authority of Assignee or any of its Affiliates is entitled to any broker's commission or other fee in connection with the transactions contemplated by this Assignment Agreement for which any Assignor could be responsible;

(g) no proceedings are (i) pending against Assignee or (ii) to the best of Assignee's knowledge, threatened against Assignee before any relevant Governmental Authority that, in the aggregate, will materially and adversely affect any action taken or to be taken by Assignee under this Assignment Agreement;

(h) either (i) no interest in the Assigned Interest is being acquired by or on behalf of an Person that is, or at any time while the Assigned Interest are held thereby will be, one or more Benefit Plans or (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds), and PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers) is applicable with respect to the purchase and holding of the Assigned Interest and the exercise of Assignee's rights thereunder. For purposes hereof, "Benefit Plan" means an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, a "plan" as defined in Section 4975 of the Internal Revenue Code or any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan"; and

(i) Assignee is an "accredited investor" as defined in Rule 501 under the Securities Act;

Except as expressly stated in this Assignment Agreement, Assignee makes no representations or warranties, express or implied, with respect to the transactions contemplated by this Assignment Agreement.

6. Assignee (a) confirms that it has received copies of the Credit Agreement and the other Credit Documents listed on Annex II hereto, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it (i) has, based upon such documents and information as it deemed appropriate at the time, made its own credit analysis and decision to enter into this Assignment Agreement and (ii) will, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Credit Documents; (c) confirms that it is an Eligible Assignee, subject only to the consent of Agent, if applicable, and if it is a Non-US Lender, attached to this Assignment Agreement is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by Assignee; (d) represents and warrants that it will make or invest in, as the case may be, the Assigned Interest for its own account and without a view to distribution of such Assigned Interest within the meaning of the Securities Act or the Exchange Act or other federal securities laws; (e) from and after the Settlement Date, agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Documents are required to be performed by it as a Lender; and (f) from and after the Settlement Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder.

7. Assignee confirms that it (i) is a sophisticated Person with respect to the purchase and assumption of the Assigned Interest, (ii) is able to bear the economic risk associated with the purchase and assumption of the Assigned Interest, (iii) has adequate information concerning the business and financial condition of Company and each Guarantor to make an informed decision regarding the purchase and assumption of the Assigned Interest, (iv) together with its Affiliates

(A) has such knowledge and (B) has made investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of rights and assumption of liabilities of the type contemplated in this Assignment Agreement, and (v) has independently and without reliance upon Agent or any Assignors, and based on such information as Assignee has deemed appropriate, made its own analysis and decision to enter into this Assignment Agreement. Assignee acknowledges that neither Agent nor any Assignor has given Assignee any investment advice, credit information or opinion on whether the purchase and assumption of the Assigned Interest is prudent and further acknowledges that the consideration paid under this Assignment Agreement for the purchase of the Assigned Interest may differ both in kind and amount from any payment or other distribution, whether received by setoff or otherwise, of cash (including interest), notes, securities, or other property (including Collateral) or proceeds under or in respect of the Assigned Interest. Assignee acknowledges that (a) Assignors' sale of the Assigned Interest to Assignee, and Assignee's assumption of the Assigned Interest, are irrevocable and (b) Assignee shall have no recourse to Agent or any Assignor, except for such Assignor's breaches of its representations, warranties or covenants, in each case as expressly stated in this Assignment Agreement. Assignee, on behalf of itself and its successors and assigns, representatives, Affiliates, or other related parties who receive information or participate in the auction conducted by Agent for the sale of the Assigned Interests (the "Auction"), agrees to absolutely, unconditionally and irrevocably waive and release all claims against Agent and the Lenders and each of their respective successors and assigns, Affiliates, other related parties, and representatives (collectively, the "Released Parties") arising from or related to the Auction other than claims against any Released Party arising from (a) the willful misconduct of such Released Party (as determined by a final, non-appealable order of a court of competent jurisdiction) or (b) a breach by such Released Party of any of its representations, warranties or covenants expressly set forth in this Assignment Agreement.

8. Assignee agrees and acknowledges that each Assignor has had an opportunity to review the Credit Agreement and the other Credit Documents described on Annex II; and, further, Agent and each Assignor may have had discussions with any Credit Party concerning, among other things, the transactions contemplated by this Assignment Agreement, the Company and the Guarantors, their operations, prospects and financial status and Agent and each Assignor is subject to certain confidentiality and other agreements with the Credit Parties pursuant to which Agent and Assignors have received certain non-public information concerning the Credit Parties and/or the Assigned Interest (the "Seller Information"). Assignee acknowledges that if it were in possession of some or all of the Seller Information it might not enter into this Assignment Agreement, and it also agrees that neither Agent nor any Assignor has an obligation to disclose to Assignee any of the Seller Information, and Assignee has determined to purchase and assume the Assigned Interest notwithstanding its lack of knowledge of the Seller Information. Except as specified in this Assignment Agreement and the Agreement Regarding Agency Resignation, Appointment and Acceptance in substantially the form of Annex III hereto, Assignee has not relied and will not rely on Agent or any Assignor to furnish or make available any documents or other information regarding the credit, affairs, financial condition or business of Company or any Guarantor, or any other matter concerning Company or any Guarantor. Assignee waives and releases any claims that it might have against Agent and each Assignor or any Assignor Indemnitee, whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Seller Information in connection with the purchase of the Assigned Interest, provided that nothing contained in this Section shall diminish or affect the truth or accuracy of any

of the Assignors' representations or warranties contained in this Assignment Agreement or the right of Assignee to rely on such representations and warranties.

9. Except as expressly provided in this Assignment Agreement, the Assigned Interest is being sold, transferred and assigned to Assignee "AS-IS, WHERE IS, AND WITH ALL FAULTS". Assignee hereby acknowledges that, except as expressly provided herein, none of Agent, any Assignor, any other agent, advisor, representative, Affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee or other Person acting on any Assignor's behalf or otherwise related to or affiliated with any Assignor (each, a "Assignor Related Party") nor any other Person has made any representations or warranties with respect to the Assigned Interest, and that none of any Agent, any Assignor or any Assignor Related Party shall have any responsibility for (i) the collectability of the Assigned Interest, (ii) the validity, enforceability or legal effect of any of the documents evidencing or securing the Assigned Interest or any due diligence materials furnished to Agent or any Assignor or any Assignor Related Party in connection with the origination and/or transfer of the Assigned Interest, (iii) the validity, sufficiency, priority, or effectiveness of any lien created by any documents evidencing or securing the Assigned Interest, including, without limitation, the Credit Agreement and the other Credit Documents, (iv) the financial condition of any Credit Party or the performance or observance by any Credit Party of any obligations under the Credit Agreement and the other Credit Documents or any other instrument or document furnished pursuant thereto, (v) the existence or nonexistence of any default or event of default by any party under the Credit Agreement and other Credit Documents, (vi) rights of offset, deductions, negotiability or holder in due course status, or the accuracy or completeness of the matters disclosed, represented or warranted by any party in the Credit Agreement and other Credit Documents, (vii) the condition of the Assigned Interest or the value or income potential of the Assigned Interest or any collateral for the Assigned Interest, (viii) the adequacy of the collateral for the Assigned Interest, or (ix) the state of title to any Collateral pledged in respect of the Assigned Interest. Assignee assumes all risk of loss in connection with the Assigned Interest from and after the Settlement Date.

10. Each Assignor acknowledges that: (a) its sale of the Assigned Interest to Assignee is irrevocable, (b) such Assignor shall have no recourse to the Assigned Interest; and (c) such Assignor shall have no recourse to Assignee, except for recourse to Assignee for (i) Assignee's breaches of its representations, warranties, covenants or agreements expressly contained in this Assignment Agreement and (ii) Assignee's indemnity expressly contained in this Assignment Agreement.

11. Following the execution of this Assignment Agreement by the Assignors and Assignee, each Assignor will deliver this Assignment Agreement to the Agent for recording by the Agent. The effective date of this Assignment (the "Settlement Date") shall be the latest to occur of (a) the date of the execution and delivery hereof by the Agent, Assignor and the Assignee, and (b) the receipt of the Purchase Price (defined below). As of the Settlement Date (a) the Assignee shall be a party to the Credit Agreement as a "Lender" and, to the extent of the Assigned Interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Credit Documents, and (b) each Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Credit Documents,

provided, however, that Assignors shall retain, and Assignee shall not obtain any interest in, the Retained Interest.

12. Assignors agree that if (i) notes have been issued evidencing all or any portion of the Loans or the Commitments, (ii) Assignee or Assignee's designee or assignee requests that a new note or notes be issued to it, and (iii) the Agent, Company or any governmental authority requires either (x) the delivery of any note(s) evidencing the Loans or the Commitments previously issued to any Assignor or (y) the delivery of customary lost note documentation by any Assignor prior to the issuance thereof, then Assignors shall use commercially reasonable efforts to either deliver such note(s) or customary lost note documentation to the Agent or to obtain such note(s); provided that Assignors shall not be required to deliver either a note or such lost note documentation if no note was ever issued or delivered to it.

13. On the Settlement Date, Assignee shall pay to Agent (for distribution pursuant to the Credit Agreement as if received as a payment by Company) the aggregate purchase price as set forth in the separate pricing letter delivered by Assignor to Agent contemporaneously herewith and pursuant to wire instructions set forth on the Annex I hereto.

14. If at any time Assignee (directly or indirectly) enters into a waiver, amendment, forbearance, settlement agreement or other Credit Document pertaining to Company or any of its Affiliates, Assignee shall use its commercially reasonable efforts to incorporate a customary general release into such documentation that includes Agent, each Assignor, and each of their respective officers, directors, members, managers, attorneys, advisors, and other customary related parties. Assignee further agrees that, as a condition of any subsequent transfer of the Assigned Interest or part thereof, Assignee shall use its commercially reasonable efforts to ensure such subsequent assignee or transferee agrees to be bound by the provisions of this paragraph.

15. This Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns; provided, however, that no Party may assign its rights or obligations under this Agreement without the prior written consent of the Assignee and Agent; provided further, that Assignee (a) may assign its rights under this Agreement to any of Assignee's Affiliates without the consent of Agent or Assignor to any Person, and (b) nothing contained in this Assignment Agreement or any document or agreement executed pursuant to or in connection with this Assignment Agreement shall in any way limit or restrict the right of Assignee to assign or otherwise transfer the Credit Documents or any part thereof to any Person in accordance with the terms of the Credit Agreement. Notwithstanding any assignment of this Assignment Agreement by Assignee to an Affiliate of Assignee, Assignee shall remain liable for all obligations under this Assignment Agreement and shall remain liable for any breaches of this Assignment Agreement by such Affiliate. Assignee represents and warrants that it within the two-year period preceding the date of this Assignment Agreement has had no discussions with, or agreed to enter into any transaction with, any Credit Party or any of its Affiliates with respect to the Assigned Interest.

16. (a) Assignee shall indemnify, defend, and hold each Assignor and Agent and its respective officers, directors, managers, agents, partners, members, controlling Persons, advisors and employees (collectively, "Assignor Indemnitees") harmless from and against any liability, claim, cost, loss, judgment, damage or expense (including reasonable attorneys' fees and

expenses) that any Assignor Indemnitee incurs or suffers as a result of or arising out of (i) a breach of any of Assignee's representations, warranties, covenants or agreements contained in this Assignment Agreement, or (ii) any claim made by any Person against any Assignor Indemnitee with respect to, in connection with, or related to, the Assigned Interest, to the extent such claim arises from any acts or omissions of Assignee occurring after the Settlement Date.

17. Each Assignor, severally but not jointly, shall indemnify, defend, and hold each Assignee and its officers, directors, managers, agents, partners, members, controlling Persons, advisors and employees (collectively, "Assignee Indemnitees") harmless from and against any liability, claim, cost, loss, judgment, damage or expense (including reasonable attorneys' fees and expenses) that any Assignee Indemnitee incurs or suffers as a result of or arising out of (i) a breach of any of such Assignor's representations, warranties, covenants or agreements contained in this Assignment Agreement or (ii) any claim made by any Person against any Assignee Indemnitee with respect to, in connection with, or related to, the Assigned Interest, to the extent such claim arises from any acts or omissions of such Assignor occurring before the Settlement Date.

18. Each of indemnities expressly set forth in this Assignment Agreement is a continuing obligation, separate and independent from the other obligations of the Parties and survives termination of this Agreement. It is not necessary for a Party to incur expense or make a payment before enforcing a right of indemnity conferred by this Assignment Agreement.

19. Promptly after the Settlement Date and subject to notice to Company as required under the Credit Agreement, Agent agrees to resign as agent and collateral agent under the Credit Agreement and related Credit Documents pursuant to the Agreement Regarding Agency Resignation, Appointment and Acceptance in substantially the form of Annex III hereto. All other documents and instruments in connection with Agent's resignation and appointment of successor collateral agent, shall be (i) without representation, warranty or recourse to Agent, (ii) in form and substance otherwise reasonably satisfactory to Agent and Assignee and (iii) prepared by and at Assignee's sole cost and expense.

20. This Assignment Agreement may be executed in counterparts and by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment Agreement may be executed and delivered by telecopier or other electronic transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

21. Sections 10.15 and 10.16 of the Credit Agreement is hereby incorporated by reference *mutatis mutandis* and shall apply to this Assignment Agreement in all respects.

22. Except as specified in Section 22 below, each Party shall bear its own costs and expenses incurred in connection with the execution, delivery, negotiation, and closing of this Assignment Agreement.

23. Each Party agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as any the other Party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Assignment Agreement; provided, however,

in the event that any Party requests any other Party to execute documents or take such further actions after the Settlement Date, it shall be at the sole cost and expense of the requesting Party and without recourse, representation or warranty.

24. This Assignment Agreement may not be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by Agent and each of the other Parties directly affected thereby.

25. This Assignment Agreement is intended by the Parties as the final expression of their agreement and, therefore, incorporate all negotiations of the Parties and are the entire agreement of the Parties. The Parties acknowledge that they are not relying on any other written or oral agreement, representation, warranty, or understanding of any kind.

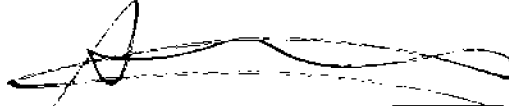
26. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement hereto to be executed by their respective officers, as of the first date written above.


**[Signature Page Follows]**



**SSCP RESTAURANT INVESTORS, LLC**, a  
Delaware limited liability company, as Assignee

By:   
Name: Sunil Dharod  
Title: Member

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent and Collateral Agent, and as a Lender as successor-in-interest to Goldman Sachs Specialty Lending Holdings, Inc.

By:   
Name: Justin Deffen  
Title: Vice President

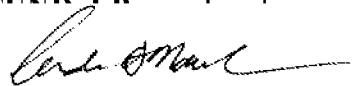
**SPECIAL SITUATIONS INVESTING GROUP II,  
LLC, as a Lender**

By Justin Ruten  
Name Justin Ruten  
Title Authorized Signatory

**KAYNE SENIOR CREDIT FUNDING III, LLC, as  
a Lender**

By:   
Name: Andrew Marek  
Title: Managing Partner

**KAYNE SENIOR CREDIT FUNDING III MINI-  
MASTER FUNDING TRUST**

By:   
Name: Andrew Marek  
Title: Authorized Signatory


**PHILADELPHIA INDEMNITY INSURANCE  
COMPANY, as a Lender**

By: Kayne Senior Credit III Manager, L.P.,  
its Inv

By:   
Name: Andrew Marek  
Title: Authorized Signatory

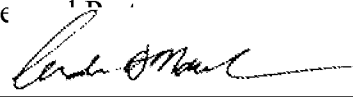
**ANTHEM HEALTH PLANS OF VIRGINIA, INC.,  
as a Lender**

By: Kayne Senior Credit III Manager, L.P.,  
its Inve

By:   
Name: Andrew Marek  
Title: Authorized Signatory

**KAYNE KS CREDIT FUND, L.P., as a Lender**

By: Kayne KS Credit GP, LLC,  
its General Partner

By: 

Name: Andrew Marek

Title: Authorized Signatory

**KAYNE SENIOR CREDIT FUNDING III  
OFFSHORE, LLC, as a Lender**

By: 

Name: Andrew Marek

Title: Managing Partner

**KAYNE ANDERSON SENIOR CREDIT FUND, A  
SUB-FUND OF DMS QIAIF CORRIB PLATFORM  
ICAV, as a Lender**

By: 

Name: Andrew Marek

Title: Authorized Signatory

**RELIANCE STANDARD LIFE INSURANCE  
COMPANY, as a Lender**

By: Kayne Senior Credit III Manager, L.P.,  
its Investment Manager

By: 

Name: Andrew Marek

Title: Authorized Signatory

**KAYNE SENIOR CREDIT III, L.P., as a Lender**

By: 

Name: Andrew Marek

Title: Authorized Signatory

**MRCC SENIOR LOAN FUND I, LLC, as a Lender**

DocuSigned by:  
*Nathan Harrell*  
By: \_\_\_\_\_  
Name: **Nathan Harrell**  
Title: **Managing Director**

**MONROE CAPITAL PRIVATE CREDIT FUND III LP, in its capacity as a Lender**

By: MONROE CAPITAL PRIVATE CREDIT FUND III LLC, its general partner  
DocuSigned by:  
*Nathan Harrell*  
By: \_\_\_\_\_  
Name: **Nathan Harrell**  
Title: **Managing Director**

**MONROE CAPITAL PRIVATE CREDIT FUND III (UNLEVERAGED) LP, in its capacity as a Lender**

By: MONROE CAPITAL PRIVATE CREDIT FUND III LLC, its general partner  
DocuSigned by:  
*Nathan Harrell*  
By: \_\_\_\_\_  
Name: **Nathan Harrell**  
Title: **Managing Director**

**MONROE CAPITAL MML CLO 2016-1, LTD., as a Lender**

By: MONROE CAPITAL MANAGEMENT LLC, as Asset Manager and Attorney-in Fact  
DocuSigned by:  
*Seth Friedman*  
By: \_\_\_\_\_  
Name: **Seth Friedman**  
Title: **Authorized Signatory**


**MONROE CAPITAL MML CLO 2017-1, LTD., as a Lender**

By: MONROE CAPITAL MANAGEMENT LLC,  
as Asset Manager and Attorney-in Fact

By:   
Name: Seth Friedman  
Title: Authorized Signatory

**MONROE CAPITAL MML CLO VI, LTD., as a Lender**

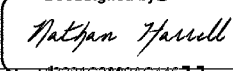
By: MONROE CAPITAL MANAGEMENT LLC,  
as Asset Manager and Attorney-in Fact

By:   
Name: Seth Friedman  
Title: Authorized Signatory

**MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING SPV LLC, in its capacity as a Lender**

By: MONROE CAPITAL PRIVATE CREDIT FUND III LP, as Designated Manager

By: MONROE CAPITAL PRIVATE CREDIT FUND III LLC, its general partner

By:   
Name: Nathan Harrell  
Title: Managing Director

**MONROE CAPITAL PRIVATE CREDIT FUND III  
(Lux) Financing Holdco LP**, in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT  
FUND III (Lux) Financing Holdco GP LLC, its  
General Partner

By: MONROE CAPITAL MANAGEMENT  
ADVISORS LLC, as Manager

By: *Nathan Harrell*  
Name: Nathan Harrell  
Title: Managing Director

**MONROE CAPITAL FUND SV S.a.r.l., acting in  
respect of its Fund III (Unleveraged) Compartment**,  
in its capacity as a Lender

By: MONROE CAPITAL MANAGEMENT  
ADVISORS LLC, as Investment Manager

By: *Nathan Harrell*  
Name: Nathan Harrell  
Title: Managing Director

**MONROE CAPITAL PRIVATE CREDIT FUND III  
(Lux) Financing SPV 2020 LP**, in its capacity as a  
Lender

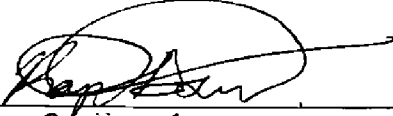
By: MONROE CAPITAL PRIVATE CREDIT  
FUND III (Lux) Financing SPV GP LLC, its  
General Partner

By: MONROE CAPITAL MANAGEMENT  
ADVISORS LLC, as Manager

By: *Nathan Harrell*  
Name: Nathan Harrell  
Title: Managing Director



RC II CB LLC, as a Lender

By:   
Name: Rajiv Asnani  
Title: Authorized Signatory

**ANNEX I -- ASSIGNMENT AND ASSUMPTION**

**[See Attached]**



## **ANNEX II – DESIGNATED CREDIT DOCUMENTS**

### **ANNEX II – DESIGNATED CREDIT DOCUMENTS**

1. Credit and Guaranty Agreement, dated as of November 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including by that certain Consent Under Credit and Guaranty Agreement dated as of February 1, 2018, Counterpart Agreement dated April 24, 2019 joining CBC Cardco, Inc., a Florida corporation ("Cardco") as a Guarantor, Consent and First Amendment to Credit and Guaranty Agreement dated as of September 11, 2019, Second Amendment to Credit and Guaranty Agreement dated as of March 31, 2020, Third Amendment to Credit and Guaranty Agreement dated as of April 16, 2020, Fourth Amendment to Credit and Guaranty Agreement dated as of June 30, 2020, Fifth Amendment to Credit and Guaranty Agreement dated as of August 7, 2020, Sixth Amendment to Credit and Guaranty Agreement dated as of September 10, 2020, Seventh Amendment to Credit and Guaranty Agreement dated as of October 21, 2020, Consent and Eighth Amendment to Credit and Guaranty Agreement dated as of October 28, 2020, Waiver to Credit and Guaranty Agreement dated as of March 26, 2021, and Waiver and Ninth Amendment to Credit and Guaranty Agreement dated as of June 15, 2021) among CBC RESTAURANT CORP., a Delaware corporation ("Company" or "CBC"), CORNER BAKERY HOLDING COMPANY (f/k/a IFCB HOLDING CORPORATION), a Delaware corporation ("Holdings") and certain subsidiaries of the Company, as Guarantors, the Lenders party thereto from time to time, and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent, Collateral Agent, and Lead Arranger, together with appendices, schedules, and exhibits attached thereto.
2. Trademark Security Agreement dated as of November 10, 2017 (as amended by that certain First Amendment to Trademark Security Agreement dated as of November 10, 2017, by CBC in favor of Administrative Agent, recorded with the United States Patent and Trademark Office ("USPTO") on June 30, 2020 as Reel/Frame: 6985/0140 and by that certain Second Amendment to Trademark Security Agreement dated as of November 10, 2017, by CBC in favor of Administrative Agent, recorded with the USPTO on May 17, 2022 as Reel/Frame: 7723/0916), by CBC RESTAURANT CORP., a Delaware corporation, and the Company in favor of Collateral Agent, recorded with the USPTO on November 10, 2017 as Reel/Frame: 6202/0080.
3. Pledge and Security Agreement dated as of November 10, 2017 (as amended, supplemented or otherwise modified from time to time, including by that certain Counterpart Agreement dated April 24, 2019 joining Cardco as a Grantor party thereto, the Pledge Supplement dated April 24, 2019, the Pledge Supplement dated as of September 30, 2019, First Amendment to Pledge and Security Agreement dated as of June 30, 2020, among the Company, Holdings, CBC Cardco, Inc., and Collateral Agent, together with schedules and exhibits attached thereto).
4. Pledge Acknowledgment and Control Agreement dated as of November 10, 2017, by the Credit Parties party thereto.

5. Collateral Assignment of Business Interruption Insurance Policy as Collateral Security dated as of November 10, 2017, by the Credit Parties party thereto in favor of Administrative Agent.
6. Irrevocable Proxy (Interests of CBC Cardco, Inc.) dated as of April 24, 2019, by CBC in favor of Administrative Agent.
7. Registration Page signed in blank by CBC Cardco.
8. Pledge Acknowledgment and Control Agreement dated as of April 24, 2019, by CBC Cardco.
9. Stock Certificate Number 2 dated April 18, 2019 for 1,000 shares of Cardco issued to CBC.
10. Stock Power signed in blank by CBC.
11. Irrevocable Proxy (Interests of CBC Restaurant Corp.) dated as of September 30, 2019, by Holdings in favor of Administrative Agent.
12. Stock Certificate Number 3 of CBC Restaurant Corp. dated September 28, 2019 for 100 shares of common stock of CBC issued to Holdings
13. Stock Power executed in blank by Holdings with respect to the common stock of CBC.
14. Deposit Account Control Agreement (Springing Control – Single Secured Creditor) dated as of October 22, 2021, among Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Collateral Agent, CBC, and Citizens Bank, N.A.
15. Partial Paydown Letter dated as of May 11, 2022 by Administrative Agent and Revolver Representative, and accepted and agreed by CBC and Holdings.
16. Notice of Events of Default and Reservation of Rights dated as of May 25, 2022, sent to CBC by Administrative Agent.
17. Payoff Letter Re: CBC Restaurant Corp. dated as of July 28, 2022, by Administrative Agent, and agreed and accepted by CBC, Holdings, CBC Cardco, and the Lenders party thereto.
18. Notice of Termination of Payoff Letter, Notice of Acceleration, Notice of Intent to Exercise Additional Remedies, and Notice of Continuing Events of Default and Reservation of Rights dated as of September 15, 2022, sent by Administrative Agent to CBC.

19. Notice of Termination of Payoff Letter, Notice of Termination of Agreement to Accept Payoff Amount, and Notice of Continuing Events of Default and Reservation of Rights dated as of November 1, 2022, sent by Administrative Agent to CBC.
20. Registration Page signed in blank by CBC Restaurant Corp.
21. UCC-1 financing statement No. 20177479761 recorded on November 10, 2017 with the Delaware Department of State, listing Collateral Agent as the "Secured Party" and CBC as the "Debtor" (as amended by UCC-3 financing statement No. 20181716642, recorded on March 13, 2018 with the Delaware Department of State and UCC-3 continuation statement No. 20224012589 recorded on May 12, 2022 with the Delaware Department of State).
22. UCC-1 financing statement No. 20177479779 recorded on November 10, 2017 with the Delaware Department of State, listing Collateral Agent as the "Secured Party" and Holdings as the "Debtor" (as amended by UCC-3 financing statement No. 20181716659 recorded on March 13, 2018 with the Delaware Department of State and UCC-3 financing statement amendment No. 20207550322 recorded on October 29, 2020 with the Delaware Department of State and UCC-3 continuation statement No. 20224012597 recorded on May 12, 2022 with the Delaware Department of State).
23. UCC-1 financing statement No. 201908480074 recorded on April 25, 2019 with the Florida Secretary of State, listing Collateral Agent as the "Secured Party" and CBC Cardco as the "Debtor".
24. \*Officer's Certificate dated as of September 30, 2019, Blake Bernet as the Secretary of Holdings, together with attachment thereto.
25. \*Omnibus Collateral Questionnaire dated as of November 10, 2017, by the Credit Parties in favor of Administrative Agent.
26. \*Joint Secretary's Certificate of the Loan Parties dated as of November 10, 2017, together with attachments thereto.
27. \*Legal Opinion of Sidley Austin LLP, as the Loan Parties counsel, dated as of November 10, 2017.
28. \*Joint Secretary's Certificate dated as of April 24, 2019, by the New Credit Parties.
29. \*Omnibus Collateral Questionnaire Certification by Officer dated as of April 24, 2019, by the New Credit Parties in favor of Administrative Agent, together with attachments thereto.

30. \*Secretary's Certificate dated as of September 11, 2019, executed by Blake Bernet as the Secretary of CBC, together with attachment thereto.
31. \*Officer's Certificate dated as of September 30, 2019, Blake Bernet as the Secretary of Holdings, together with attachment thereto.
32. \*Joint Officer's Certificate of CBC, Holdings, and CBC Cardco dated as of June 30, 2020.
33. \*Legal Opinion of DLA Piper LLP, as counsel to the Credit Parties and the New Credit Parties, dated as of June 30, 2020.
34. \*Joint Officer's Certificate of CBC, Holdings, and CBC Cardco dated as of June 15, 2021.<sup>1</sup>

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<sup>1</sup> \* Not security documents.

**ANNEX III – AGREEMENT REGARDING AGENCY  
RESIGNATION, APPOINTMENT AND  
ACCEPTANCE**



**AGREEMENT REGARDING AGENCY RESIGNATION,  
APPOINTMENT AND ACCEPTANCE**

This AGREEMENT REGARDING AGENCY RESIGNATION, APPOINTMENT AND ACCEPTANCE (this "Agreement") is entered into as of January 31, 2023 by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Goldman Sachs Specialty Lending Group, L.P. ("Goldman"), and SSCP RESTAURANT INVESTORS, LLC, a Delaware limited liability company ("SSCP").

RECITALS

WHEREAS, Goldman, as Agent, the other lenders party thereto, CBC Restaurant Corp., a Delaware corporation ("Company"), Corner Bakery Holding Company (f/k/a IFCB Holding Corporation), a Delaware corporation and certain Subsidiaries of Company, are party to that certain Credit and Guaranty Agreement, dated as of November 10, 2017 (as amended or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement)

WHEREAS, the parties hereto desire that SSCP replace Goldman as administrative agent and collateral agent (collectively, "Agent") under the Credit Agreement and the other Credit Documents; and

WHEREAS, the parties hereto desire to consent to such replacement upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agency Succession.

(a) Pursuant to Section 9.7 of the Credit Agreement and effective upon five Business Days' notice (as provided in the Credit Agreement) to Company (or such earlier date if notice is waived by Company) (the "Effective Date"), (i) Goldman hereby resigns as Agent under the Credit Agreement and the other Credit Documents (Goldman, in such capacity as resigning Agent, is referred to herein as "Resigning Agent"), (ii) Required Lenders appoint SSCP as successor Agent under the Credit Agreement and the other Credit Documents (SSCP, in such capacity as successor Agent, is referred to herein as "Successor Agent"), and (iii) Successor Agent accepts its appointment as successor Agent under the Credit Agreement and the other Credit Documents. Each of the parties hereto hereby agrees that Resigning Agent shall not have any further obligation to any Credit Party (including without limitation any obligation to extend credit to any Credit Party) or any Lender under the Credit Documents. Lenders hereby waive any

rights, claims or obligations against Resigning Agent for any matters arising from or related to the Credit Documents, including arising from or related to any requirement to give additional notice of resignation of Agent under Section 9.7 of the Credit Agreement. Upon the occurrence of the Effective Date, Resigning Agent, solely in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents, hereby transfers, assigns, conveys and delivers, as of the Effective Date, to Successor Agent, for the benefit of the Secured Parties, and Successor Agent hereby assumes from Resigning Agent, all of Resigning Agent's, right, title and interest in, to and under (a) the Credit Agreement and the other Credit Documents, (b) any and all Collateral granted to Resigning Agent, for the benefit of the Secured Parties, under any Credit Document, including, without limitation, any and all Liens, security interests and rights and interests (i) as a secured party under all UCC financing statements filed by Resigning Agent with respect to the Credit Parties and (ii) as mortgagee, secured party, grantee or beneficiary under the Credit Documents and any other mortgages, deeds of trust, security documents, pledge documents, control agreements, fixture filings, and landlord consents, and other Credit Documents, and (c) all proceeds of any and all of the foregoing arising after the Effective Date (collectively, the "Assigned Items"); provided that under no circumstances shall Successor Agent assume, nor shall Successor Agent be deemed to assume or be responsible for (a) any obligations of Resigning Agent under or pursuant to any Credit Document arising prior to the Effective Date or (b) any claim of any nature arising at any time or from time to time against Resigning Agent under or with respect to any Credit Documents or this Agreement or the transactions contemplated thereby or hereby with respect to any act or omission of Resigning Agent prior to the Effective Date. The Assigned Items are being assigned and transferred by Resigning Agent to Successor Agent without recourse and, except as expressly provided in this Agreement, without representation or warranty, express or implied, by Resigning Agent.

(b) In connection with the agency succession described in the foregoing sub-paragraph (a) above and upon the Effective Date, without the need for any further action and effective immediately, (i) Successor Agent shall succeed to and become vested with all of the rights, benefits, privileges, powers and duties of Resigning Agent under the Credit Agreement and the other Credit Documents, and the terms "Agent" and "Collateral Agent" shall mean and include the Successor Agent, (ii) Resigning Agent's appointment, powers and duties as Agent under the Credit Agreement and the other Credit Documents shall terminate without any other further act or deed on the part of Resigning Agent or any other party to the Credit Agreement and (iii) notwithstanding its resignation Resigning Agent shall retain all rights of reimbursement and indemnification as set forth in the Credit Agreement and other Credit Documents and Successor Agent shall not terminate, amend or modify such provisions in a manner adverse to Agent without Resigning Agent's prior written consent, provided that such reimbursement and indemnification rights (A) shall be unsecured and Resigning Agent shall not be a Secured Party under the Credit Documents, and (B) shall be

subordinated to the prior payment in full in cash of all other Obligations.. Notwithstanding anything in this Agreement to the contrary, the parties hereto agree that this Agreement does not constitute an assumption by Successor Agent of any liability or obligation of Resigning Agent, any Affiliate of Resigning Agent, or any appointee or agent or subagent of Resigning Agent arising out of or in connection with any action or inaction by Resigning Agent, any Affiliate of Resigning Agent, or any appointee or agent or subagent of Resigning Agent under or in connection with the Credit Agreement or any other Credit Document.

(c) Upon the occurrence of the Effective Date, Resigning Agent hereby (a) authorizes Successor Agent at any time after the effectiveness of this Agreement to prepare and file all UCC financing statement assignments to Successor Agent (solely with respect to UCC financing statements naming any of the Credit Parties as "debtor" and naming Resigning Agent, as secured party) and amendments to such UCC financing statements and all other assignments, amendments or filings with respect to any liens and security interest in favor of Resigning Agent (including, without limitation, filings in the United States Patent and Trademark Office or United States Copyright Office) as may be necessary or appropriate to reflect the resignation of the Resigning Agent and the appointment of Successor Agent as contemplated hereby, the assignment of the Assigned Items to Successor Agent, and the continuing security interest in the Collateral in favor of the Successor Agent, (b) agrees to promptly deliver, without cost or expense to itself and without recourse, representation or warranty, to Successor Agent all possessory Collateral in its possession or control (including, without limitation, all original stock certificates), and (c) agrees to execute and deliver to Successor Agent, from time to time after the Effective Date, at no cost or expense to itself and without any recourse, representation or warranty, such additional documents as Successor Agent may reasonably request to effect the transactions contemplated by this Agreement.

(d) Promptly after the Effective Date, Resigning Agent shall, without cost or expense to itself, execute and deliver to Successor Agent such instruments, assignments, documents, and agreements as prepared by Successor Agent, properly notarized, where applicable, deemed reasonably necessary by Successor Agent to effectuate and carry out the purposes of this Agreement, in each in form and substance reasonably acceptable to Resigning Agent and without any representation or warranty from, or recourse to, Resigning Agent. Successor Agent shall reimburse the Resigning Agent for all reasonable costs and incurred by the Resigning Agent after the Effective Date pursuant to the immediately preceding sentence. Otherwise, the Resigning Agent and the Successor Agent shall each be responsible for their own respective costs and expenses incurred in connection with the negotiation, execution, delivery and closing of this Agreement.

(e) Except as specified in this Agreement, Resigning Agent makes no representations or warranties herein as to the extent, value, validity, perfection or priority of any Liens or security interests in the Collateral.

(f) For the avoidance of doubt, nothing in this Agreement or any other Credit Document shall in any way obligate Resigning Agent to provide to Successor Agent, any Lender or any other Person, Resigning Agent's or any of its Affiliates' credit approvals, communications among Resigning Agent's and/or its employees, internal appraisals, credit write-ups, credit or tax analyses, committee reports, case write-ups, loan reports, communications and records subject to attorney-client privilege, work-product privilege, any statutory privilege, or any other legally cognizable privilege or immunity, and any other internal analysis conducted by or for Resigning Agent or any of its Affiliates with respect to the Obligations and the Credit Documents, and all other internal books and records of Resigning Agent and its Affiliates relating thereto, including, without limitation, any internal correspondence, internal electronic mail, and any correspondence and electronic mail with third parties, including advisors and counsel, except for the schedule prepared by Resigning Agent reflecting the funding and payment history of the Loans.

(g) In the event that, after the Effective Date, the Resigning Agent receives any principal, interest or other amount owing to the Lenders or the Successor Agent under the Credit Agreement or any other Credit Document, or receives any Collateral or proceeds of Collateral or any instrument, agreement, report, financial statement, insurance policy, notice or other document in its capacity as Administrative Agent under the Credit Agreement, the Resigning Agent agrees to promptly forward the same to the Successor Agent and to hold the same for Successor Agent until so forwarded, together with any necessary endorsements and without representation, warranty or recourse of any kind.

(h) On and after the Effective Date, any possessory collateral in the possession of the Resigning Agent, for the benefit of the Secured Parties, shall be deemed to be held by the Resigning Agent, as agent and bailee for the Successor Agent, for the benefit of the Secured Parties, until such time as such possessory collateral has been delivered to the Successor Agent.

2. Reliance. Resigning Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper person. Resigning Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper person, and shall not incur any liability for relying thereon.

3. Representations and Warranties of the Resigning Agent. Resigning Agent hereby represents and warrants to the Successor Agent as follows: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Resigning Agent, (b) the Resigning Agent has duly executed and delivered this Agreement, (c) the Resigning Agent is the legal and beneficial owner and holder of the Assigned Items free and clear of any Liens or encumbrances created by it, (d) Schedule I hereto sets forth each Assigned Item (including, without limitation, any UCC-1 financing statements, and intellectual property security agreements and control agreements in favor of the Resigning Agent) which is

in the possession of the Resigning Agent, or which the Resigning Agent filed, or to which the Resigning Agent is a party, in each case as of the date hereof, (e) true and correct copies of each Assigned Item have been delivered to the Successor Agent on or prior to the Effective Date, (f) Annex II of the Assignment and Assumption Agreement executed concurrently with this Agreement sets forth all default notices and reservation of rights letters sent by the Resigning Agent to any Credit Party in connection with any Event of Default under the Credit Agreement within the past one year, and (g) copies of each such default notice or reservation of rights letter referred to in clause (f) of this Section have been delivered to the Successor Agent prior to the Effective Date.

4. Representations and Warranties of the Successor Agent. Successor Agent hereby represents and warrants to the Resigning Agent as follows: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Successor Agent, (b) the Successor Agent has duly executed and delivered this Agreement, (c) Successor Agent has received copies the Credit Agreement and the other Credit Documents Successor Agent has received copies the Credit Agreement and the other Credit Documents listed on Annex II of the Assignment and Assumption Agreement executed concurrently with this Agreement.

5. Condition Precedent; Time of Effectiveness. The effectiveness of this Agreement shall be subject to the occurrence of the Effective Date and the condition precedent that each party hereto shall have duly authorized, executed and delivered this Agreement and the Successor Agent has received a copy of the Register as of the Effective Date from the Resigning Agent, which may be in the form of a spreadsheet.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

8. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

9. Entire Agreement; Amendments. This Agreement sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto. No term of this Agreement may be waived, modified or amended except in a writing signed by the party against whom enforcement of the waiver, modification or amendment is sought.

10. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

[signatures follow]

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

Very truly yours,

**GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P.**, as Administrative Agent and Collateral  
Agent,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SSCP RESTAURANT INVESTORS, LLC, as**  
Successor Agent and Lender as of the date hereof

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_