

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

RAZZOO’S, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-90522 (ARP)

(Jointly Administered)

**NOTICE OF FILING APPROVED FORMS OF
BIDDING PROCEDURES, SALE NOTICE, AND CURE NOTICE**
(Relates to Docket No. 130)

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 13, 2025, Razzoo’s, Inc., *et al.*, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the Court their *Motion for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Assumption and Assignment Procedures; (C) Stalking Horse Procedures and Bid Protections; (D) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; and (E) Approving Forms of Notice Thereof; (II) Entry of an Order After the Sale Hearing Authorizing the Debtors to (A) Sell Their Assets; and (B) Assume and Assign Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 69] (the “Sale Motion”).²

2. On November 4, 2025, the Court entered its *Order (I) Approving (A) Bidding Procedures; (B) Assumption and Assignment Procedures; and (C) Stalking Horse Procedures and Bid Protections; (II) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (III)*

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Razzoo’s, Inc. (9753) and Razzoo’s Holdings, Inc. (9608). The Debtors’ service address is 14131 Midway Road, Suite 750, Addison, Texas 75001.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion or Bidding Procedures Order, as applicable.

Approving Forms of Notice Thereof; and (IV) Granting Related Relief [Docket No. 130] (the “Bidding Procedures Order”), which approved the Sale Notice and Cure Notice, substantially in the forms attached to the Sale Motion, and the Bidding Procedures substantially in the form attached to the Bidding Procedures Order.

3. The Bidding Procedures Order specifically provides that:

“[p]rior to service, the Debtors may make final, non-substantive edits to the Bidding Procedures, Sale Notice, and Cure Notice consisting solely of correcting typographical and grammatical errors, making stylistic and formatting improvements, adding relevant dates and deadlines, and adding any revisions announced on the record at the Bidding Procedures Hearing, each of which shall be deemed approved by [the] Bidding Procedures Order without further notice or hearing.”

See Bidding Procedures Order, ¶ 25.

4. The Debtors have made final, non-substantive edits to the Bidding Procedures, Sale Notice, and Cure Notice by inserting relevant dates and deadlines established by the Court pursuant to the Bidding Procedures Order. Accordingly, the Debtors hereby file the following:

- (i) the approved Bidding Procedures attached hereto as **Exhibit A**;
- (ii) the approved Sale Notice attached hereto as **Exhibit B**; and
- (iii) the approved Cure Notice attached hereto as **Exhibit C**.

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Respectfully submitted this 10th day of November, 2025.

OKIN ADAMS BARTLETT CURRY LLP

By: /s/ Ryan A. O'Connor
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**PROPOSED ATTORNEYS FOR THE
DEBTORS**

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 2025, a true and correct copy of the foregoing Notice was served via the Court's CM/ECF system to all parties consenting to service through the same.

By: /s/ Ryan A. O'Connor
Ryan A. O'Connor

Exhibit A

Bidding Procedures



RAZZOO'S, INC., *et al.*

BIDDING PROCEDURES

Set forth below are the bidding procedures (the “Bidding Procedures”) to be employed in connection with the proposed sale (the “Sale”) of certain tangible and intangible assets (the “Assets”) of Razzoo’s, Inc., *et al.* (collectively, the “Debtors,” and in their capacity as owners of the Assets, the “Seller”), in connection with the Debtors’ jointly administered chapter 11 cases the (“Chapter 11 Cases”) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), lead Case No. 25-90522.

On November 4, 2025, the Bankruptcy Court entered an Order [Docket No. 130] (the “Bidding Procedures Order”), which, among other things, sets forth the process by which the Debtors are authorized to conduct a marketing and auction process for the Sale of Assets through one or more transactions (each, a “Sale Transaction”), which shall be effectuated pursuant to section 363 of the Bankruptcy Code, and which shall be free and clear of all liens, claims, encumbrances and other interests (collectively, the “Encumbrances”), other than those Encumbrances permitted by a Stalking Horse Agreement or Asset Purchase Agreement (as defined below), on an AS-IS, WHERE-IS WITH ALL FAULTS BASIS.

Subject to the remaining terms of these Bidding Procedures, a Potential Bidder (defined below) should bid on the Assets as a collective whole. Any Bid for less than all of the Assets, even if such Bid is the highest or otherwise best Bid for such Assets, is subject to higher or otherwise better Bids on the Assets as a collective whole. Similarly, any Bid on all of the Assets is subject to Bids on less than all of the Assets, or combinations thereof, that are higher or otherwise better Bids in the aggregate.

KEY DATES AND DEADLINES

Date and Time¹	Applicable Deadline
November 28, 2025	Stalking Horse Designation Deadline
December 8, 2025 at 5:00 p.m.	Sale Objection Deadline
December 8, 2025 at 5:00 p.m.	Contract Objection Deadline
December 8, 2025 at 5:00 p.m.	Bid Deadline
December 10, 2025 at 10:00 a.m.	Qualified Bids Determined
December 12, 2025 at 10:00 a.m.	Auction Date
December 15, 2025 at 5:00 p.m.	Auction Objection Deadline
December 16, 2025 at 5:00 p.m.	Adequate Assurance Objection Deadline
December 19, 2025 at 9:00 a.m.	Sale Hearing

¹ All times are prevailing Central Time.

STALKING HORSE PURCHASER AND BID PROTECTIONS

1. The Debtors have been authorized, but are not obligated, in an exercise of their business judgment and in consultation with the Committee, to: (i) designate one or more bidders to act as qualified stalking horse bidders in connection with the Sale (each, a “Stalking Horse Purchaser,” and the bid of a Stalking Horse Purchaser a “Stalking Horse Bid”), and enter into purchase agreements with respect to a Sale with such Stalking Horse Purchaser(s) (each, a “Stalking Horse Agreement”) and (ii) in connection with any Stalking Horse Agreement with a Stalking Horse Purchaser, (a) provide a breakup fee not to exceed three percent (3%) of the Purchase Price (the “Breakup Fee”); (b) agree to reimburse reasonable and documented out-of-pocket fees and expenses not to exceed \$50,000 (the “Expense Reimbursement”); and (c) agree to provide minimum overbid protections as approved by the Bankruptcy Court (together with the Breakup Fee and Expense Reimbursement, the “Bid Protections”). For the avoidance of doubt, any Secured Party (defined below) designated as a Stalking Horse Purchaser pursuant to a credit Bid shall not be entitled to Expense Reimbursement in its Bid Protections if the Debtors are otherwise obligated to pay such Secured Party’s professional fee invoices pursuant to the applicable DIP Orders.

2. If applicable, the Debtors will file a notice in the Chapter 11 Cases containing the identity of each such Stalking Horse Purchaser, the Bid Protections (including the amount and calculation thereof) and Stalking Horse Agreement as outlined in the Bidding Procedures Order (the “Stalking Horse Selection Notice”). Parties in interest may file an objection (a “Stalking Horse Objection”) to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Bid Protections, within five (5) days after service of the Stalking Horse Selection Notice (the “Stalking Horse Objection Deadline”). If a timely Stalking Horse Objection is filed and served in accordance with the Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Bid Protections under such Stalking Horse Agreement will not be deemed approved, and such Bid Protections may not be paid pursuant to the Bidding Procedures Order, until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the Committee) or by further order of the Bankruptcy Court. If no timely Stalking Horse Objection is filed and served with respect to a Stalking Horse Bid in accordance with these Bidding Procedures and the Bidding Procedures Order, the Bid Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Bankruptcy Court upon the expiration of the Stalking Horse Objection Deadline.

3. The Debtors have agreed that their obligation to pay the Bid Protections pursuant to the Stalking Horse Agreement shall survive termination of the Stalking Horse Agreement, and, to the extent owed by the Debtors, constitute an administrative expense claim under sections 503(b) and 507 of the Bankruptcy Code against the Debtors, and payable in accordance with the terms and conditions of the Bidding Procedures Order.

ASSETS TO BE SOLD AND ASSET PURCHASE AGREEMENT

4. The Debtors seek to consummate a Sale of their Assets and will consider bids (the “Bids”) to acquire the Purchased Assets as a going-concern to the extent that the consummation of such Sale Transaction maximizes value for stakeholders. The Debtors may also, in their discretion, choose to accept Bids from Potential Bidders on certain Purchased Assets constituting

less than all of the Assets available for Sale (*i.e.*, a “Lot Bid”) to the extent the Debtors believe one or more of such Sale Transactions may maximize value for stakeholders and can be accomplished efficiently; *provided, however*, (i) the Potential Bidder should notify the Debtors’ Investment Banker of its intent to submit such a Bid as soon as reasonably practicable prior to the Bid Deadline and identify the specific Purchased Assets to be included in the Lot Bid; and (ii) the Potential Bidder understands that, in evaluating and determining Qualified Bids, the Debtors (a) will give more weight to Bids to acquire substantially all of the Purchased Assets; and (b) may decline to designate such Lot Bid as a Qualified Bid.

5. The Sale of the Purchased Assets is on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Seller, their agents or estates, except to the extent set forth in the Asset Purchase Agreement of the Winning Bidder(s) (as defined herein) as approved by the Bankruptcy Court. Pursuant to the form of Asset Purchase Agreement, the Winning Bidder(s) shall acquire the Purchased Assets free and clear of any and all Encumbrances, subject to certain other conditions and except as otherwise provided in an Asset Purchase Agreement, with such Encumbrances to attach solely to the net proceeds of the Sale with the same validity and priority as such Encumbrances applied against the Purchased Assets.

THE BIDDING PROCEDURES

Provisions Governing Qualifications of Bidders

6. Unless otherwise ordered by the Bankruptcy Court, in order to participate in the bidding process, prior to the Bid Deadline (defined below), all interested parties who wish to participate in the bidding process (a “Potential Bidder”) must deliver the following to the Debtors:

- (i) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid; and
- (ii) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Seller to a Potential Bidder) in form and substance satisfactory to the Debtors.

7. As promptly as practicable after delivery of all materials required above, the Debtors will determine and will notify such party of their status as a Potential Bidder. The Debtors will regularly notify the Committee of the parties designated as Potential Bidders.

8. For the avoidance of doubt, and unless otherwise ordered by the Bankruptcy Court after notice and a hearing in connection with a timely filed Stalking Horse Objection, any Stalking Horse Purchaser designated by the Debtors shall be considered a Qualified Bidder and any Stalking Horse Agreement shall be a Qualified Bid (as defined below).

Due Diligence

9. The Debtors, with the assistance of their advisors, will provide any Potential Bidder such due diligence access or additional information as the Debtors, in their reasonable discretion, deem appropriate, which may include differentiations between the diligence provided to strategic

and financial bidders, as appropriate, and contractual obligations to limit access to certain proprietary information. Diligence inquiries should be made to the Debtors' Investment Banker using the contact information below:

			
Luis Pillich		Andrew R. Masotta	
Managing Director – Investment Banking		Director – Investment Banking	
Office/Text	+1.267.571.4597	Office/Text	+1.713.221.5154
Mobile Calls Only	+1.610.937.2357	Mobile Calls Only	+1.616.915.9109
Email	LPillich@stout.com	Email	amasotta@stout.com

The due diligence period will extend through and including the Auction. Unless otherwise deemed reasonably appropriate by the Debtors, and after consultation with the Committee, the Debtors and their representatives and advisors shall not be obligated to furnish any due diligence information after the Auction.

Bid Deadline

10. A Potential Bidder that desires to make a Bid will deliver written copies of its Bid via email to the following parties (collectively, the “Bid Notice Parties”):

Role	Name	Email
Razzoo's, Inc. Chief Executive Officer	Philip Parsons	pparsons@razzoos.com
Stout Capital, LLC Debtors' Investment Banker	Luis Pillich Andrew Masotta	lpillich@stout.com amasotta@stout.com
Okin Adams Bartlett Curry LLP Debtors' Counsel	Matthew S. Okin Ryan A. O'Connor	mokin@okinadams.com roconnor@okinadams.com

11. Bids must be actually received by the Bid Notice Parties no later than **5:00 p.m. (prevailing Central Time) on December 8, 2025** (the “Bid Deadline”). The Bid Deadline may be extended by the Debtors in consultation with the Committee.

Credit Bidding

12. The Senior Secured Lender and any other Qualified Bidder that has a valid and perfected lien on any Assets of the Debtors' estates (each, a “Secured Party”) shall be entitled to credit bid all or a portion of the face value of such Secured Party's claims against the Debtors toward the Purchase Price specified in such Qualified Bidder's Bid; *provided*, that a Secured Party shall be entitled to credit bid its claim(s) only with respect to Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s). For the avoidance of doubt, and unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Senior Secured Lender shall be deemed a Qualified Bidder and any such credit Bid submitted by the Senior

Secured Lender on account of its secured claims under the DIP Loan Documents (as defined in the applicable DIP Orders) (subject to satisfaction of any senior secured claims, to the extent applicable) shall be deemed a Qualified Bid (subject to the following requirements):

- (i) to be selected as a Stalking Horse Purchaser or Winning Bidder, the Secured Party's Qualified Bid must include, either as a cash component or assumed liability in the Asset Purchase Agreement, an amount sufficient to pay (a) the minimum Success Fee payable to the Debtors' Investment Banker; and (b) Cure Amounts owed to counterparties to Assigned Contracts and Assigned Leases; and (c) other outstanding accrued and unpaid liabilities and budgeted expenses which, in the Debtors' business judgment (and in consultation with the Committee) are necessary to ensure payment of senior secured claims and unpaid administrative claims incurred in connection with the Chapter 11 Cases;
- (ii) if the Debtors select a Stalking Horse Purchaser that is not a Secured Party, then in order to be selected as a Winning Bidder, the Secured Party's Qualified Bid must include, either as a cash component or assumed liability in the Asset Purchase Agreement, an amount sufficient to pay (w) the aggregate contingent amount of the Stalking Horse Purchaser's Bid Protections; (x) the minimum Success Fee payable to the Debtors' Investment Banker; (y) Cure Amounts owed to counterparties to Assigned Contracts and Assigned Leases; and (z) other outstanding accrued and unpaid liabilities and budgeted expenses which, in the Debtors' business judgment (and in consultation with the Committee) are necessary to ensure payment of senior secured claims and unpaid administrative claims incurred in connection with the Chapter 11 Cases; *provided, however*, that such cash or assumed liability components in clauses (i) and (ii) above may consist of cash collateral in excess of all budgeted expenses, if any.

For the avoidance of doubt, the Debtors shall have the discretion, in consultation with the Committee, to determine whether a Secured Party's Bid meets the above requirements, or to modify or waive such requirements, and therefore constitutes a Qualified Bid.

13. The Secured Party must notify the Debtors of its intention to credit Bid no later than the Bid Deadline (the "Credit Bid Notification"). If a Secured Party submits a Credit Bid Notification, it shall not be entitled to any consent or consultation rights in connection with the Auction or the evaluation of Qualified Bids. In the event the Secured Party subsequently revokes the Credit Bid Notification, any consent or consultation rights provided in these Bidding Procedures shall be reinstated on a go-forward basis.

14. Nothing herein or in the Bidding Procedures Order shall be deemed to impair or otherwise limit the ability of the Committee to object to any credit bid or assert the "Challenge" rights set forth in the applicable DIP Orders. As soon as reasonably practicable after a Challenge, if any, is filed with the Bankruptcy Court, the parties shall each consent to an expedited process and use reasonable efforts to have the Bankruptcy Court resolve the Challenge prior to the Sale Hearing. To the extent a Challenge is pending at the time of the Sale Hearing and the Bankruptcy

Court has not ruled on the merits of such Challenge, without prejudice to the pending Challenge, a Qualified Bidder may still credit Bid up to the full amount of its contested secured claim.

Provisions Governing Qualified Bids

15. A Bid will be considered a “Qualified Bid” only if the Bid is submitted by a Potential Bidder and complies with all of the following:

- (A) it specifies the Assets that are included in the Bid and, to the extent a Stalking Horse Purchaser is designated for some or all of the same Assets, states that such Qualified Bidder offers to purchase those Assets included in the applicable Stalking Horse Agreement upon terms more favorable to the Debtors and their estates than the terms set forth in the applicable Stalking Horse Agreement;
- (B) it includes a signed writing stating that the Potential Bidder’s offer is binding on such Potential Bidder and irrevocable until the selection of the Winning Bidder, *provided, however*, that if such Potential Bidder is selected as the Winning Bidder or the Back-Up Bidder (each, as defined below) its offer shall remain irrevocable until the earlier of (i) the closing of the Sale to the Winning Bidder or the Back-Up Bidder, and (ii) the date that is thirty (30) days after the Sale Hearing;
- (C) it includes written confirmation that there are no conditions precedent to the Potential Bidder’s ability to enter into a definitive agreement, including due diligence or financing contingencies, and that all necessary internal and shareholder approvals have been obtained prior to the submission of the Bid;
- (D) it includes a duly authorized and executed copy of an Asset Purchase Agreement, including the purchase price for the Purchased Assets expressed in U.S. Dollars (the “Purchase Price”), together with redline copies marked to show any amendments and modifications to the Stalking Horse Purchase Agreement (if one exists) or any form Asset Purchase Agreement provided by the Debtors;
- (E) it includes written confirmation that the Bid is not contingent upon such Potential Bidder obtaining financing and includes financial statements or other written evidence, including (if applicable) a firm, irrevocable commitment for financing, proof of funds, and written confirmation establishing the ability and authority of the Potential Bidder to consummate the proposed Sale and pay the Purchase Price in cash, such as will allow the Debtors to make a reasonable determination as to the Potential Bidder’s financial and other capabilities to consummate the Sale Transaction contemplated by the Asset Purchase Agreement, including payment of the Purchase Price and providing adequate assurance of future performance under all Assigned Contracts and Assigned Leases to be assumed and assigned in the Sale;

- (F) it provides for the repayment of all other costs payable by such Potential Bidder, simultaneously with the closing of the Sale, including the Bid Protections (if any);
- (G) in the event that there is a Stalking Horse Purchaser, and the Potential Bidder wishes to submit a topping Bid on the same Assets that are included in the Stalking Horse Agreement, such Bid amount (the “Minimum Initial Overbid Amount”) must have a value to the Debtors, determined in the Debtors’ reasonable business judgment, after consultation with the Committee, that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (i) the aggregate amount of the Bid Protections (if any), plus (ii) \$150,000;
- (H) it contains provisions for identifying with particularity which executory contracts and unexpired leases the Potential Bidder wishes to assume and provides details of the Potential Bidder’s proposal for the treatment of related Cure Amounts and the provision of adequate assurance of future performance to the counterparties to such Assigned Contracts and Assigned Leases;
- (I) it includes an acknowledgement and representation that the Potential Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its Bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Asset Purchase Agreement; and (iv) with the exception of any Stalking Horse Purchaser, is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its Bid;
- (J) it includes evidence, in form and substance reasonably satisfactory to the Debtors of authorization and approval from the Qualified Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Asset Purchase Agreement;
- (K) it is accompanied by a good faith deposit (a “Good Faith Deposit”) in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to ten percent (10%) of the Purchase Price; *provided, however*, that any Potential Bidder submitting a Bid with a credit bid component pursuant to section 363(k) of the Bankruptcy Code shall not be required to submit a Good Faith Deposit for the credit bid component of the Bid;

- (L) it contains full disclosure of the identity of each person or entity participating in the Bid for the Purchased Assets (including any equity holders or other financial backers, if the Potential Bidder and/or other bidding entity is formed for the purpose of submitting Bids or consummating a Sale Transaction);²
- (M) it contains a reasonable description of how the Potential Bidder intends to treat current employees of the Seller;
- (N) it contains a commitment to close the Sale of the Purchased Assets no later than thirty (30) calendar days after entry of the Sale Order;
- (O) it contains such other information as may be reasonably requested by the Debtors, in consultation with the Committee;
- (P) it identifies each regulatory and third-party approval required for the Potential Bidder to consummate a proposed Sale Transaction, if any, and the time period within which the Potential Bidder expects to receive such regulatory and third-party approvals; and
- (Q) it is received prior to the Bid Deadline.

16. The Debtors shall have the discretion to determine whether a Bid meets the above requirements, or to modify or waive such requirements, and therefore constitutes a Qualified Bid. Upon determining that a Bid constitutes a Qualified Bid, the Debtors shall notify the Committee, the Stalking Horse Purchaser (if any), and the Potential Bidder of the fact that the Debtors have made such determination (and shall send a copy of such Qualified Bid to the Committee and Stalking Horse Purchaser). Such notifications shall be made promptly after such Qualified Bid determination has been made; *provided, however*, that such notification shall not be given later than two (2) business days following the expiration of the Bid Deadline. Except as otherwise expressly set forth herein, only those Potential Bidders who have submitted Qualified Bids, as determined by the Debtors, shall be deemed “Qualified Bidders” for purposes of these Bidding Procedures and the Auction.

Consent to Jurisdiction

17. All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of these Bidding Procedures.

Evaluation of Competing Bids

18. A Qualified Bid will be valued based upon several factors including, without limitation, (i) the amount of the Purchase Price provided by such Qualified Bid, (ii) the risks and timing associated with consummating such Qualified Bid, (iii) any proposed revisions to the Asset Purchase Agreement and/or the Stalking Horse Agreement, (iv) the ability of the Qualified Bidder

² The Debtors may approve joint Bids in their reasonable discretion on a case-by-case basis.

to obtain any applicable regulatory approvals, and (v) any other factors deemed relevant by the Debtors, in consultation with the Committee. For purposes of such valuation, the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash.

No Qualified Bids

19. If the Debtors do not receive any Qualified Bids, other than a Stalking Horse Bid (if any), the Debtors will not hold the Auction and the applicable Stalking Horse Purchaser will be named the Winning Bidder upon the expiration of the Bid Deadline.

Auction Process

20. If the Debtors receive one or more Qualified Bids in addition to a Stalking Horse Bid, the Debtors will conduct an auction for the Purchased Assets (the “Auction”) on **December 12, 2025 at 10:00 a.m. (prevailing Central Time)** at the Debtors’ corporate offices located at 14131 Midway Road, Suite 750, Addison, Texas, or such other time or location as shall be timely communicated to parties entitled to attend. The Debtors may permit attendance telephonically or by video conference pursuant to instructions to be provided by the Debtors to parties entitled to attend. Prior to the Auction, the Debtors will provide a copy of the Starting Bid (as defined below) to the Committee, the Stalking Horse Purchaser (if any), the Senior Secured Lender (if applicable), and all other Qualified Bidders entitled to attend the Auction. At the start of the Auction, the Debtors shall describe the material terms of the Starting Bid for the Purchased Assets on the record. The Debtors shall maintain a recording or transcript of the Auction and all Bids made and announced at the Auction, if any, including the Starting Bid, any and all Subsequent Bids, and the Winning Bid. The Auction, shall be held in accordance with the following procedures:

- (A) only the Qualified Bidders who have timely submitted Qualified Bids and their counsel will be entitled to attend and submit competing Bids at the Auction; *provided, however*, counsel for the Committee will be entitled to attend with no obligation to submit a competing Bid;
- (B) the Stalking Horse Purchaser will, notwithstanding the elements of the Purchase Price set forth in the Stalking Horse Agreement, be entitled to make subsequent Bids for the Purchased Assets comprised of further credit bids, cash, additional or different consideration of any type, or any combination of the foregoing;
- (C) each Qualified Bidder participating in the Auction may be required to confirm on the record at the Auction (i) it has not engaged in any collusion with respect to the bidding and the Auction, (ii) its Qualified Bid is a *bona fide* offer that it intends to consummate if selected as the Winning Bidder or Back-Up Bidder, and (iii) the Qualified Bidder agrees to serve as the Back-Up Bidder if its Qualified Bid is the next highest or otherwise best Bid after the Winning Bid;
- (D) prior to the Auction, each Qualified Bidder must inform the Debtors whether it intends to attend the Auction and all Qualified Bidders who elect to attend the Auction must have at least one (1) individual representative

with authority to bind such Qualified Bidder in attendance at the Auction; *provided* that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the selection of the Winning Bidder and Back-Up Bidder at the conclusion of the Auction. Prior to the Auction, the Debtors will provide copies of the Qualified Bid, or combination of Qualified Bids, which the Debtors believe, after consultation with the Committee, is the highest or otherwise best offer for the Purchased Assets (the "Starting Bid") to all Qualified Bidders;

- (E) the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;
- (F) bidding at the Auction will begin with the Starting Bid and continue in bidding increments (each, a "Subsequent Bid") providing a net value to the Debtors' estates of at least \$150,000 above the prior Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors, after consultation with the Committee, shall announce the Bid (and the value of such Bid) that they believe to be the highest or otherwise best Bid (each, the "Leading Bid");
- (G) a round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;
- (H) except as specifically set forth herein, for the purpose of evaluating the value of the Purchase Price provided by each Subsequent Bid (including any Subsequent Bid by the Stalking Horse Purchaser), the Debtors shall give effect to the Bid Protections as well as any additional liabilities to be assumed by a Qualified Bidder, and any additional costs which may be imposed on the Debtors;
- (I) the Debtors may accept Bids for all or substantially all of the Purchased Assets; and
- (J) the Debtors expressly reserve the right, in their reasonable business judgment and after consultation with the Committee and the Senior Secured Lender (if applicable), to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any order of the Bankruptcy Court entered in connection herewith), including (i) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, and (ii) determining whether to adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, Committee, and Senior Secured Lender, as applicable.

Selection of Winning Bid

21. Prior to the conclusion of the Auction, the Debtors, in consultation with the Committee and Senior Secured Lender (if applicable), will review and evaluate each Qualified Bid submitted at the Auction (including by the Stalking Horse Purchaser) in accordance with the procedures set forth herein and determine, in their reasonable business judgment, which offer is the highest or otherwise best offer (one or more such Bids, collectively the “Winning Bid” and the Qualified Bidder(s) making such Bid(s), collectively, the “Winning Bidder”), and communicate to the Auction participants the identity of the Winning Bidder and the details of the Winning Bid. The determination of the Winning Bid by the Debtors at the conclusion of the Auction shall be final, subject only to approval by the Bankruptcy Court.

22. The Qualified Bidder(s) with the next highest or otherwise best Qualified Bid, as determined by the Debtors, in consultation with the Committee and Senior Secured Lender (if applicable), will be required to serve as a back-up bidder (the “Back-Up Bidder”) and keep its Bid open and irrevocable until the later to occur of thirty (30) days after entry of the Sale Order or the closing of the Sale on the Winning Bid with the Winning Bidder. If the Winning Bidder fails to consummate the Sale, the Back-Up Bidder will be deemed to be the new Winning Bidder, and the Debtors will be authorized and directed to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court.

23. Within two (2) business day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Winning Bidder and the Back-Up Bidder. As soon as practicable after the conclusion of the Auction, the Debtors and Winning Bidder shall complete, execute, and file with the Bankruptcy Court all agreements, pleadings, and other documents necessary to consummate the Winning Bid, subject only to approval by the Bankruptcy Court.

Return of Deposits; Bid Protections

24. All Good Faith Deposits shall be returned to each Qualified Bidder not selected by the Debtors as the Winning Bidder or the Back-Up Bidder no later than five (5) business days following the conclusion of the Auction.

25. Any Deposit provided by a Winning Bidder (or Back-Up Bidder, as applicable) shall be applied to the Purchase Price of the applicable Sale Transaction at closing. If a Winning Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale Transaction contemplated by its Winning Bid (or Back-Up Bid, as applicable) because of a breach by such Winning Bidder (or Back-Up Bidder, as applicable), the Debtors will not have any obligation to return any Deposit provided by such Winning Bidder (or Back-Up Bidder, as applicable), which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates.

26. The Bid Protections payable to any Stalking Horse Purchaser shall be paid not later than three (3) business days after the closing of the Sale Transaction with the Winning Bidder for the Purchased Assets bid upon by the Stalking Horse Purchaser from the proceeds of such Sale Transaction.

SALE HEARING

27. The Debtors will seek entry of a Sale Order from the Bankruptcy Court at a hearing (the “Sale Hearing”) to begin on **December 19, 2025 at 9:00 a.m. (prevailing Central Time)**, subject to the availability of the Bankruptcy Court, to approve and authorize the Sale to the Winning Bidder on the terms and conditions memorialized in the applicable Asset Purchase Agreement and in accordance with the Bidding Procedures Order.

RESERVATION OF RIGHTS

28. The Debtors reserve the right, in their reasonable business judgment to adjourn the Auction, if any, one or more times to, among other things: (i) facilitate discussions between and amongst the Debtors and the Qualified Bidders; (ii) allow Qualified Bidders to consider how they wish to proceed; and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require to support that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Sale Transaction at the prevailing Subsequent Bid amount.

29. The Debtors, the Senior Secured Lender and the Committee agree that in the event of any dispute regarding the Sale process outlined in these Bidding Procedures: (i) any such party may seek an emergency hearing requesting that the Bankruptcy Court resolve such dispute; and (ii) the other parties shall consent to such request for an emergency hearing.

FIDUCIARY OUT

30. Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Bankruptcy Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require the Debtors or their officers and directors to take any action or to refrain from taking any action with respect to any Sale Transaction or these Bidding Procedures to the extent the Debtors, in consultation with counsel, make a good faith determination that taking or failing to take such action, as applicable, would be inconsistent with applicable law or their fiduciary obligations under applicable law.

31. Further, notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Bankruptcy Court, until the closing of the Auction (if any), the Debtors and their respective directors, managers, officers, employees, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (i) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each, an “Alternate Proposal”); (ii) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (iii) maintain or continue discussions or negotiations with respect to Alternate Proposals; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (v) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.

###

Exhibit B

Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

RAZZOO'S, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-90522 (ARP)

(Jointly Administered)

NOTICE OF PROPOSED SALE OF ASSETS, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 13, 2025, Razzoo's, Inc., *et al.*, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the Court their *Motion for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Assumption and Assignment Procedures; (C) Stalking Horse Procedures and Bid Protections; (D) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; and (E) Approving Forms of Notice Thereof; (II) Entry of an Order After the Sale Hearing Authorizing the Debtors to (A) Sell Their Assets; and (B) Assume and Assign Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 69] (the "Sale Motion").²

2. After the Bidding Procedures Hearing held on November 4, 2025, the Court entered the order [Docket No. 130] (the "Bidding Procedures Order"), which among other things, establishes bidding procedures (the "Bidding Procedures") that govern the manner in which the Assets of the Debtors are to be marketed and sold.

3. Pursuant to the Bidding Procedures Order, any objections to the relief requested in the Sale Motion as relates to the Sale of the Purchased Assets outside the ordinary course of business (a "Sale Objection") must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on December 8, 2025** (the "Objection Deadline"). The failure of any person or entity to file a Sale Objection by the Objection Deadline shall be deemed a consent to the Sale of the Purchased Assets outside the ordinary course of business and the other relief requested in the Sale Motion.

4. Bids are due on **December 8, 2025 at 5:00 p.m. (prevailing Central Time)** (the "Bid Deadline"). The Debtors will notify each Potential Bidder no later than **December 10, 2025 at 10:00 a.m. (prevailing Central Time)** whether their respective Bids are determined to be a Qualified Bid.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Razzoo's, Inc. (9753) and Razzoo's Holdings, Inc. (9608). The Debtors' service address is 14131 Midway Road, Suite 750, Addison, Texas 75001.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion or Bidding Procedures Order, as applicable.

5. In accordance with the terms of the Bidding Procedures Order, if the Debtors receive one or more Qualified Bids within the requirements and timeframe established in the Bidding Procedures Order, the Debtors will conduct an auction (the “Auction”) for the Assets starting at **10:00 a.m. (prevailing Central Time) on December 12, 2025** (the “Auction Date”), at a location (including by telephone or Zoom videoconference) designated in advance by the Debtors with notice to the Qualified Bidders and certain other parties in interest in the Chapter 11 Cases. Only Qualified Bidders, as determined by the Debtors in accordance with the Bidding Procedures, that have submitted a Qualified Bid by the Bid Deadline will be permitted to participate in and/or make any statements on the record at the Auction. As soon as reasonably practicable after the Auction, the Debtors will file a notice of the Winning Bidder the Back-Up Bidder with the Court.

6. A hearing (the “Sale Hearing”) shall be held before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas on **December 19, 2025 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard. The Debtors shall appear before the Court at the Sale Hearing and seek entry of an order: (a) authorizing the Sale of the designated Purchased Assets by the Debtors to the Winning Bidder; (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (c) granting certain related relief.

7. This Sale Notice is subject to the full terms and conditions of the Sale Motion and the Bidding Procedures Order, which shall control in the event of any conflict, and the Debtors encourage all parties in interest to review such documents in their entirety. Additional information regarding the Sale, including copies of the Sale Motion, the Bidding Procedures Order and the Bidding Procedures attached thereto, is available by visiting the website of the Debtors’ Chapter 11 Cases established by the Debtors’ claims and noticing agent at the following link: <https://www.bankruptcy.angeiongroup.com/rzo>.

Dated: November 10, 2025.

OKIN ADAMS BARTLETT CURRY LLP

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Email: kedwards@okinadams.com
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Houston, Texas 77002
Tel: 713.228.4100
Fax: 346.247.7158

ATTORNEYS FOR THE DEBTORS

Exhibit C

Cure Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

RAZZOO'S, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-90522 (ARP)

(Jointly Administered)

**NOTICE OF DEBTORS' INTENT TO ASSUME
AND ASSIGN CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND ASSOCIATED CURE AMOUNTS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On October 13, 2025, Razzoo's, Inc., *et al.*, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the Court their *Motion for (I) Entry of an Order (A) Approving Bidding Procedures; (B) Assumption and Assignment Procedures; (C) Stalking Horse Procedures and Bid Protections; (D) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; and (E) Approving Forms of Notice Thereof; (II) Entry of an Order After the Sale Hearing Authorizing the Debtors to (A) Sell Their Assets; and (B) Assume and Assign Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 69] (the "Sale Motion").²

2. After the Bidding Procedures Hearing held on November 4, 2025, the Court entered the order [Docket No. 130] (the "Bidding Procedures Order"), which among other things, (a) establishes bidding procedures (the "Bidding Procedures") that govern the manner in which the Assets of the Debtors are to be marketed and sold; and (b) establishes procedures for the potential assumption by the Debtors and assignment to a Winning Bidder of certain of the Debtors' executory contracts (the "Assigned Contracts") and unexpired leases (the "Assigned Leases") pursuant to section 365 of the Bankruptcy Code.

3. The Debtors are parties to various executory contracts and unexpired leases which ***may be*** designated by the Winning Bidder as Assigned Contracts and Assigned Leases in connection with the Sale. Pursuant to the Bidding Procedures Order, if such executory contracts or unexpired leases are designated by the Winning Bidder as Assigned Contracts or Assigned Leases in the applicable Asset Purchase Agreement, the Debtors intend to assume and assign the Assigned Contracts and Assigned Leases to the Winning Bidder upon the closing of the Sale.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Razzoo's, Inc. (9753) and Razzoo's Holdings, Inc. (9608). The Debtors' service address is 14131 Midway Road, Suite 750, Addison, Texas 75001.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion or Bidding Procedures Order, as applicable.

4. You have been identified as a counterparty to an executory contract or unexpired lease that **may be** designated as an Assigned Contract or Assigned Lease in an Asset Purchase Agreement to be executed by the Debtors and Winning Bidder. The executory contract or unexpired lease with respect to which you have been identified as a counterparty, and the corresponding proposed cure amount (the “Cure Amount”) which the Debtors have identified, based on their books and records, as necessary to cure defaults and/or provide compensation or adequate assurance of compensation for defaults **arising prior to** the Petition Date are set forth on **Schedule 1** annexed hereto.

5. The Debtors believe that any and all defaults (other than the filing of the Chapter 11 Cases) and actual pecuniary losses under the Assigned Contracts and Assigned Leases can be cured by the payment of the Cure Amount.

6. If designated as an Assigned Contract or Assigned Lease by a Winning Bidder in an Asset Purchase Agreement with the Debtors, the assumption and assignment of any Assigned Contract or Assigned Lease, and the payment of the corresponding Cure Amount, shall result in the full release and satisfaction of any claims or defaults, whether monetary or non-monetary, upon the consummation of the Sale with a Winning Bidder.

7. Pursuant to the Bidding Procedures Order, any objections to the assumption and assignment of any executory contract or unexpired lease identified in this Cure Notice or to the Cure Amounts set forth in this Cure Notice (a “Cure Objection”), must: (a) set forth in writing and describe with specificity the factual and legal basis for the Cure Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on December 8, 2025** (the “Objection Deadline”).

8. If a counterparty to an executory contract or unexpired lease set forth on **Schedule 1** of this Cure Notice fails to file a Cure Objection by the Objection Deadline, then the Cure Amount set forth in this Cure Notice will be binding upon the contract counterparty, and all parties in interest, for all purposes in the Chapter 11 Cases and otherwise. All such counterparties to those executory contracts and unexpired leases on **Schedule 1** of this Cure Notice will: (a) be forever barred from objecting to the Cure Amounts with respect to such executory contracts and unexpired leases; (b) be deemed to have consented to the assumption and assignment if the Winning Bidder designates such contract or lease as an Assigned Contract or Assigned Lease; and (c) be forever barred and estopped from asserting or claiming against the Debtors or Winning Bidder, as applicable, that any additional amounts are due, other defaults exist, other conditions to assignment must be satisfied under such executory contracts or unexpired leases, or that there is any objection or defense to the assumption and assignment.

9. If a counterparty to an executory contract or unexpired lease set forth on **Schedule 1** of this Cure Notice timely files a Cure Objection, whether based on Cure Amount or any other alleged cause or claim, then, to the extent the relevant parties are unable to resolve the Cure Objection prior to the commencement of the Sale Hearing, such Cure Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

10. The Winning Bidder shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under sections 365(b)

and (f) of the Bankruptcy Code in connection with the potential assignment of any Assigned Contract or Assigned Lease. The Court shall make its determinations concerning such adequate assurance of future performance pursuant to sections 365(b) and (f) of the Bankruptcy Code at the Sale Hearing. If any counterparty to an Assigned Contract or Assigned Lease objects on adequate assurance of future performance grounds to the assumption and assignment of its Assigned Contract (an “Adequate Assurance Objection”), such counterparty must file the Adequate Assurance Objection no later than the Objection Deadline (as defined herein) of **5:00 p.m. (prevailing Central Time) on December 16, 2025**. The Court shall make any and all determinations concerning adequate assurance of future performance under the Assigned Contracts and Assigned Leases pursuant to sections 365(b) and (f) of the Bankruptcy Code at the Sale Hearing. Any counterparty failing to timely file an Adequate Assurance Objection shall be forever barred from objecting to assumption by the Debtor and assignment to the Winning Bidder of the relevant Assigned Contract or Assigned Leases on grounds of adequate assurance of future performance.

11. If at any time after this Cure Notice is served (but prior to the Sale closing pursuant to any Asset Purchase Agreement) the Debtors: (a) amend **Schedule 1** to this Cure Notice and include additional executory contracts or unexpired leases; or (b) receive notice from the Winning Bidder that additional prepetition executory contracts or unexpired leases, to the extent not already included in this Cure Notice, may be designated as Assigned Contracts or Assigned Leases under the Asset Purchase Agreement, then the Debtors shall serve a supplemental cure notice (a “Supplemental Cure Notice”) by first class mail, facsimile, electronic transmission, or overnight mail on the contract counterparty (and its attorney, if known) to each such contract or lease (a “Previously Omitted Agreement”) within two (2) business days of the receipt of notice of designation as an Assigned Contract or Assigned Lease.

12. Unless the contract counterparty to the Previously Omitted Agreement properly files a Cure Objection to such Supplemental Cure Notice within fourteen (14) days of service of the Supplemental Cure Notice, the Debtors shall obtain an order of the Court fixing the applicable Cure Amounts and approving the assumption and assignment of the Previously Omitted Agreement as an Assigned Contract or Assigned Lease, as applicable. If a Cure Objection is timely filed and served with respect to a Previously Omitted Agreement, and the relevant parties are unable to resolve the Cure Objection, such Cure Objection will be adjudicated at the Sale Hearing or, if the Sale Hearing date has passed, at such other date and time as may be fixed by the Court.

13. For the avoidance of doubt, the inclusion of an executory contract or unexpired lease on **Schedule 1** to this Cure Notice shall not obligate the Debtors to assume and assign any executory contract or unexpired lease listed thereon. The rights of the Debtors or Winning Bidder to modify the lists of Assigned Contracts and Assigned Leases, including to remove any contracts or leases from such lists, are expressly reserved. Only those executory contracts and unexpired leases designated as Assigned Contracts or Assigned Leases at closing will be assumed and assigned to the Winning Bidder. To the extent your executory contract or unexpired lease is not designated as an Assigned Contract or Assigned Lease, the Debtors intend to seek an order from the Court at the Sale Hearing rejecting such contract or lease pursuant to section 365 of the Bankruptcy Code.

14. If no Cure Amount is due under the executory contract or unexpired lease, or the contract counterparty does not otherwise object to the assumption and assignment, then no further action needs to be taken on the part of that counterparty.

15. The Debtors' decision to assume and assign the Assigned Contracts and Assigned Leases is subject to Court approval and consummation of the Sale. Absent consummation of the Sale, the Assigned Contracts and Assigned Leases shall not be deemed assumed or assigned, and shall be subject to further administration under the Bankruptcy Code in all respects. The designation of any agreement as an Assigned Contract or Assigned Lease shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

16. A hearing (the "Sale Hearing") shall be held before the Honorable Alfredo R. Pérez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas on **December 19, 2025 at 9:00 a.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard. The Debtors shall appear before the Court at the Sale Hearing and seek entry of an order: (a) authorizing the Sale of the designated Purchased Assets by the Debtors to the Winning Bidder; (b) authorizing the assumption and assignment of the applicable Assigned Contracts and Assigned Leases; and (c) granting certain related relief.

17. This Cure Notice is subject to the full terms and conditions of the Sale Motion and the Bidding Procedures Order, which shall control in the event of any conflict, and the Debtors encourage all parties in interest to review such documents in their entirety. Additional information regarding the Sale, including copies of the Sale Motion, the Bidding Procedures Order and the Bidding Procedures attached thereto, is available by visiting the website of the Debtors' Chapter 11 Cases established by the Debtors' claims and noticing agent at the following link: <https://www.bankruptcy.angeiongroup.com/rzo>.

Dated: November 10, 2025.

OKIN ADAMS BARTLETT CURRY LLP

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ATTORNEYS FOR THE DEBTORS

Schedule 1
Razzoo's, Inc. et al.
Executory Contracts and Unexpired Leases

Non-Residential Real Property Leases								
Landlord Counterparty	Cure Amount	Restaurant Location	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
ATC Investors, LP	\$ 45,038.32	Alliance	1/1/2028	1701 River Run	Suite 500	Forth Worth	TX	76107
Jacques L. Le Friant and Mary E. Le Friant Family Trust	\$ 40,834.00	Arlington	12/13/2028	1151 Hornblend Street		San Diego	CA	92109
BTX Old Town, LLC	\$ 39,736.34	Burleson	12/13/2028	124 South Main Street	Suite 207	Burleson	TX	76028
Prep Hillside Real Estate Company LLC	\$ 89,292.88	Cedar Hill	3/31/2029	5905 E. Galbraith Rd.	Suite 1000	Cincinnati	OH	45236
RPI Bryant Irvan, LTD.	\$ 47,281.00	Cityview	4/30/2030	2929 Carlisle St.	Suite 170	Dallas	TX	75204-4067
UTC Realty, LTD.	\$ 48,406.36	College Station	1/31/2030	1289 North Harvey Mitchell Parkway		Bryan	TX	77803
William Abernathy Testamentary Charitable Lead	\$ 27,083.34	Concord - Landlord	4/30/2031	927 Military Ave.		Baxter Springs	KS	66713
Creative Planning Trust Co.	\$ 27,083.32	Concord - Landlord	4/30/2031	5454 W. 110th Street		Overland Park	KS	66211
Concord Mills	\$ 3,120.68	Concord - CAM / Signage	4/30/2031	PO Box 100451		Atlanta	GA	30384
CP Greenhill, LLC	\$ 25,915.06	Corporate Office	3/31/2028	2020 Salzedo St.	Fifth Floor	Coral Gables	FL	33134
Simon Property Group (Texas), L.P.	\$ 59,731.54	Firewheel	2/31/2028	225 West Washington St.		Indianapolis	IN	46204
DRP Market Heights Property Owners, LLC	\$ 18,843.50	Harker Heights	12/31/2025	12221 Merit Dr.	Suite 1220	Dallas	TX	75251
SS Southlake Investment LLC	\$ 48,803.34	Irving	5/31/2030	PO Box 1907		Roanoke	TX	76262
Rancho Keystone LLC	\$ 40,329.20	Keystone	9/30/2030	3978 Sorrento Valley Blvd.	Suite 100	San Diego	CA	92121
Israel Family Realty Co, LLC	\$ 26,666.66	Lewisville	3/31/2028	415 Park Avenue		Rochester	NY	14607
South Loop Development, LLC	\$ 52,856.00	Lubbock	3/31/2033	4010 82nd St.	Suite 100	Lubbock	TX	79423
Alto Craig Crossing	\$ 16,543.04	McKinney	8/31/2026	4851 LBJ Freeway	Suite 1000	Dallas	TX	75244
Matco Investments	\$ 44,467.29	Mesquite	5/31/2027	5330 Alpha Rd.	Suite 200	Dallas	TX	75240
Inven Trust	\$ 53,800.54	Round Rock	11/30/2028	3025 Highland Pkwy.	Suite 350	Downers Grove	IL	60515
AZHP2 Development, LLC	\$ 39,416.66	Spring	10/27/2029	9623 Blackberry Terrace Dr.		Spring	TX	77379
DPEG Fountains, LP	\$ 55,702.80	Stafford	3/31/2029	1455 Highway 6	Suite B	Sugar Land	TX	77478
Sundance Square Partners, LP	\$ 64,787.77	Sundance	7/31/2026	425 Houston St.	Suite 250	Forth Worth	TX	76102
Raz Tyler 1, L.P.	\$ 25,000.00	Tyler	6/30/2028	5080 Spectrum Drive	Suite 806W	Addison	TX	75001
TGA TX INFILL GSW LLC	\$ 5,009.93	Warehouse	12/30/2025	PO Box 842821		Dallas	TX	75284-2821

Equipment Leases								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
Ecolab Inc.	\$ -	Amendment to Product and Services Supply Agreement	8/1/2029	1 Ecolab Place		St. Paul	MN	55102
Leaf Capital Funding LLC	\$ -	Lease Agreement	3/20/2026	8100 Sandpiper Circle	Suite 300	Baltimore	MD	21236
Loomis Armored US LLC	\$ -	SafePoint Agreement	1/31/2028	2500 City West Blvd	Suite 2300	Houston	TX	77042
Reliant Distribution Ltd.	\$ -	Bulk Carbon Dioxide Service Agreement	6/22/2026	10817 West County Road 60		Midland	TX	79707
Oilmatic Systems, LLC	\$ -	Service Agreement	10/27/2027	155 Smith St.	Suite 5	Keasbey	NJ	08832
Oilmatic of the Carolinas	\$ -	Service Agreement	10/27/2027	PO Box 680066		Charlotte	NC	28216
Mood Media	\$ -	Mood Media Service Agreement	1/17/2025	2100 S. IH35 Frontage Rd.	Suite 201	Austin	TX	78704
DirecTV	\$ 11,671.25	First Amendment to DirecTV National Commercial Customer Agreement	8/13/2030	2230 E. Imperial Hwy.		El Segundo	CA	90245
Lincoln Waste Solutions LLC	\$ 26,068.84	Agreements	2/28/2026	7 Waterside Crossing	2nd Floor	Windsor	CT	06095
Canon Financial Services, Inc.	\$ 1,656.90	Lease Agreements	11/15/2026, 9/18/2027, 12/1/2025	14904 Collections Ctr Dr.		Chicago	IL	60693-0149
FP Mailing Solutions	\$ -	Customer Agreement	8/18/2028	140 N. Mitchell Ct.	Suite 200	Addison	IL	60101-5629

Payroll Processing Agreements								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
Paycom Payroll, Inc.	\$ -	Payroll and Human Capital Management Services Agreement	Bi-Weekly Invoicing	7501 W. Memorial Road		Oklahoma City	OK	73142
Gratuity Solutions LLC	\$ -	Tip software	Monthly Invoicing	3520 Kraft Rd.	Suite 200	Naples	FL	34105
7Shifts, Inc.	\$ -	7Shifts SaaS Agreement	8/1/2027	211 19th Street East	Suite 703	Saskatoon, SK	Canada	S7K0A2

Marketing Agreements								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
One Point (Pro Forma)	\$ -	Uniform Program Service Level Agreement	Until Terminated by Either Party	PO Box 640814		Cincinnati	OH	45264-0814
Patrick Henry Creative Promotions	\$ -	Agreement for Services	3/15/2022 Unless Renewed	1177 West Loop South	Suite 800	Houston	TX	77027
UberEats	\$ -	Sales & Marketing Agreement - Order Delivery Services	Weekly Payment	1725 3rd Street		San Francisco	CA	94158
DoorDash, Inc.	\$ -	Exclusivity Addendum	Weekly Payment	303 2nd Street		San Francisco	CA	94105
GrubHub Holdings, Inc.	\$ -	Agreement	Weekly Payment	111 W. Washington St.	Suite 2100	Chicago	IL	60602-2783
Maiteh, Claudia	\$ -	Independent Contractor Agreement	Five Business Days Written Notice	2416 Huntersridge Drive		Irving	TX	75063

Credit Card Processing Agreements								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
First Data Merchant Services LLC	\$ -	Credit Card Processing Agreement for Discover, Mastercard & VISA	8/17/25 With 1-Year Automatic Renewal	4000 Coral Ridge Dr.		Coral Springs	FL	33065
First Data Merchant Services LLC	\$ -	Credit Card Processing Agreement - American Express	4/9/2028	4000 Coral Ridge Dr.		Coral Springs	FL	33065

Consulting & Independent Contractors								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
Ryan, LLC	\$ 3,099.70	Property Tax Services Agreement	12/31/2025	Three Galleria Tower	13155 Noel Rd, Suite 100	Dallas	TX	75240-5090
Administrative Fiduciary Services Inc.	\$ -	Administrative Services Agreement	12/31/2025	10777 Northwest Fwy.	Suite 440	Houston	TX	77092

MSA's								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
BCM ONE, Inc.	\$ -	Master Service Agreement(s)	3/24/2028, 6/26/2028, 7/14/2028	295 Madison Ave.	5th Floor	New York	NY	10017
SageNet, LLC	\$ -	Master Services Agreement	30 Days Written Notice	10205 East 61st St.		Tulsa	OK	74133
ReSource Point of Sale, LLC	\$ 4,871.20	Master Services Agreement	60 Days Written Notice	1765 North Elston		Chicago	IL	60642
5&5	\$ -	Statement of Work and Master Services Agreement	60 Days Written Notice	11048 Villita St.		Frisco	TX	75035
Olo, Inc.	\$ -	Order Form & Master Services Agreement	4/21/2026	285 Fulton St.	82nd Floor	New York	NY	10007
ServiceChannel.com, Inc.	\$ 4,372.85	Master Services Agreement	4/30/2026	6200 Stoneridge Mall Rd.	Suite 450	Pleasanton	CA	94588

Service Agreements								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
Wright National Flood Insurance Company	\$ -	Commercial Business Insurance	12/9/2025	801 94th Avenue North	Suite 110	Saint Petersburg	FL	33702
Gofriendshop, Inc. dba Landed	\$ 2,377.00	Sales Order	6/9/2025	2261 Market St.	Suite 4447	San Francisco	CA	94114
TDn2K LLC dba Black Box Intelligence	\$ -	Software License Agreement	6/13/2027	14785 Preston Road	Suite 290	Dallas	TX	75254
Corvitus Inc.	\$ -	Agreements - Personnel Services	4/30/2026	7222 Commerce Center Dr.	Suite 220	Colorado Springs	CO	80919
Zoom Video Communications Inc.	\$ -	Subscription - Software License	8/1/2026	55 Almaden Blvd.	6th Floor	San Jose	CA	95113
Mirus Information Technology Services, Inc.	\$ 2,367.39	Application Services Agreement		820 Gessner Rd.	Suite 1600	Houston	TX	77024
Envysion	\$ -	Envysion Renewal Order Form	6/1/2028	PO Box 845341		Dallas	TX	75284-8453
FreedomPay	\$ -	FreedomPay Secure Switching Product Agreement	10/20/2025	461 Fifth Avenue	4th Floor	New York	NY	10017-6234
KnowBe4, Inc.	\$ -	SaaS Contract	4/16/2027	PO Box 734977		Dallas	TX	75373-4977
USA Datafax	\$ 484.43	Data Management Agreement		821 Jupiter Rd.	Suite 407	Plano	TX	75074
CBG Draft Services Inc.	\$ -	Draft Line Cleaning Contract	30 Days Written Notice	1720 Toal St.		Charlotte	NC	28206
Cisco Systems Capital Corporation	\$ -	Lease Agreement & Addendum	8/21/2023	1111 Old Eagle School Rd.		Wayne	PA	19087
AIG	\$ -	Commercial Business Insurance	10/20/2025	2929 Allen Pkwy.	Suite 1300	Houston	TX	77019-2128
Amtrust Group	\$ -	Commercial Business Insurance	10/20/2025	59 Maiden Lane	42nd Floor	New York	NY	10038
Argonaut Insurance Company	\$ -	Commercial Business Insurance	10/20/2025	10101 Reunion Pl.	Suite 500	San Antonio	TX	78216
At-Bay Specialty	\$ -	Commercial Business Insurance	10/20/2025	1 Post Street	14th Floor	San Francisco	CA	94104
Axon/Scottsdale	\$ -	Commercial Business Insurance	10/20/2025	8877 N. Gainey Center Dr.		Scottsdale	AZ	85258-2108
Blue Cross Blue Shield of Texas	\$ -	Employee Benefit Insurance	6/30/2026	PO Box 650615		Dallas	TX	75265-0615
Cigna Health and Life Insurance	\$ -	Cigna Dental Choice and Vision	Effective 7/1/2024	PO Box 644546		Pittsburgh	PA	15264-4546
CNA	\$ -	Commercial Business Insurance	10/20/2025	151 N. Franklin St.	Floor 9	Chicago	IL	60606
Everest Insurance	\$ -	Commercial Business Insurance	10/20/2025	461 Fifth Avenue	4th Floor	New York	NY	10017-6234
Cyxtera	\$ -	Service Order	Not Stated	13322 Collection Cir. Dr.		Chicago	IL	60693-0133
Google LLC	\$ -	Food Ordering Partner Agreement	5/19/2025	1600 Amphitheatre Parkway		Mountain View	CA	94043
Guardian	\$ -	Employee Insurance		10 Hudson Yards		New York	NY	10001
Hartford	\$ -	Commercial Business Insurance	10/20/2025	One Hartford Plaza		Hartford	CT	06155
Lloyd's of London	\$ -	Commercial Business Insurance	10/20/2025	8190 Precinct Line Rd.	Suite 101	Colleyville	TX	76034
Monica Bell Team	\$ -	Agreement	Not Stated	PO Box 74		Mabank	TX	75147
Nationwide	\$ -	Commercial Business Insurance	10/20/2025	One W. Nationwide Blvd.		Columbus	OH	43215-2220
On the Mark Solutions, LLC	\$ -	Custom Software Development Agreement	30 Days Written Notice	2420 Red Fescue Court		Menasha	WI	54952
RLI Insurance Company	\$ -	Surety Bond	6/26/2026	9025 N. Lindbergh Dr.		Peoria	IL	61615
Tokio Marine HCC	\$ -	Commercial Business Insurance	12/9/2025	13403 Northwest Freeway		Houston	TX	77040
Triple Impact Connections	\$ -	Work Order Agreement	60 Days Written Notice	3400 Kaydence Court		Killeen	TX	76542
TrustedSec, LLC	\$ -	2025 PCI Implementation Guidance Proposal		3485 Southwestern Blvd.		Fairlawn	OH	44333
Westfield Specialty	\$ -	Commercial Business Insurance	10/20/2025	300 Connell Dr.		Berkeley Heights	NJ	07922

Supply Agreements								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
Alsco	\$ -	Linen and/or Uniform Rental Services Agreement	2/16/2027	505 East 200 South		Salt Lake City	UT	84102
The Coca Cola Company	\$ -	Beverage Marketing Agreement	12/31/2029	PO Box 101086		Atlanta	GA	30392
Keurig Dr. Pepper	\$ -	Fountain Support Agreement	12/31/2026	6425 Hall of Fame Lane		Frisco	TX	75034
Sysco Corporation	\$ -	Master Services Agreement	6/27/2025 With Automatic 1 Year Renewal	1390 Enclave Parkway		Houston	TX	77077-2099
Texas Utility (TXU)	\$ -	TXU Energy Contract Service Point Change Request Form		Energy Plaza	1601 Bryan St.	Dallas	TX	75201
Edward Don & Co.	\$ -	Distribution and Capabilities Proposal	60 Days Written Notice	3501 Plano Pkwy.		The Colony	TX	75056
National Produce FB, LLC	\$ -	Management Agreement	10/14/2028	700 Central Expy South	Suite 110	Allen	TX	75013
All American Seasoning, Inc.	\$ -	Contract	12/31/2025	10600 East 64th Ave.	Units B & C	Denver	CO	80239
Reily Foods Company	\$ -	Letter Agreement - Beverage Equipment & Supplies		400 Poydras St.	19th Floor	New Orleans	LA	70130

License Agreements								
Contract Counterparty	Cure Amount	Contract Description	Term / Expiration	Address 1	Address 2	City	State	ZIP Code
Broadcast Music Inc. (BMI)	\$ -	BMI Music License	7/31/2026	10 Music Square East		Nashville	TN	37203
Emburse, Inc.	\$ 14.77	Software License Agreement - Chrome River	1/1/2026	1701 North Market St	Suite 330	Dallas	TX	75202
Envysion	\$ 4,876.80	Software License Agreement		PO Box 845341		Dallas	TX	75284-8453
Horizon Data Center Solutions LLC	\$ -	Secured Managed Cloud & Related Virtual Software Services	4/23/2021	260 Adriatic Parkway		McKinney	TX	75070
LogMeIn USA, Inc.	\$ -	Software License Agreement	2/27/2023	333 Summer Street		Boston	MA	02210
NuArx, Inc.	\$ -	SecurePCI® Subscription Services Agreement - Merchant	3/10/23	3000 Town Center	Suite 2700	Southfield	MI	48075
Orders Grid, Inc.	\$ 401.13	Software as a Service (SaaS) Agreement	On Notice	12228 Sherman Way		North Hollywood	CA	91605
Red Book Connect, LLC	\$ -	Subscription Services	9/30/2019	3440 Preston Ridge Rd.	#650	Alpharetta	GA	30005