

kiosks in EG America’s valuable and highly trafficked retail space for a certain “Host Fee” (as defined in the Agreement) on a monthly basis.

3. On May 28, 2026, the Debtors filed a motion requesting that this Court approve procedures for bidding on their assets as a part of a sale process as well as assuming and assigning executory contracts [Docket No. 98], which the Court approved on June 10, 2026 [Docket No. 193].

4. On June 17, 2026, the Debtors filed the Assumption Notice, listing the locations where the kiosks were placed per the Agreement as an executory contract the Debtors may potentially assume and assign to an as-of yet named Winning Bidder, as defined therein. The Debtors’ aggregate proposed cure amounts for the Agreement total \$125,880.00.

5. After reviewing its own books and records, as well as the Agreement, EG America has determined that, as of this filing, the Contract Debtor owes a total of \$141,502.92 pursuant to the Agreement, (the “Cure Amount”), which includes both unsecured claims arising prior to the Petition Date totaling \$134,515.86¹ as well as administrative amounts arising after the Petition Date totaling \$6,987.96 (the “Administrative Claim”).

6. For the avoidance of doubt, additional amounts continue to accrue under the Agreement, including, but not limited to, post-petition amounts. EG America reserves all it rights with respect thereto.

¹ If not otherwise resolved with the Debtors, EG America intends to file a proof of claim by the applicable bar date.

OBJECTION

A. The Debtors List Incorrect Cure Amounts

7. Before assuming any executory contract, the Debtors must cure (or provide adequate assurance of a prompt cure of) any default under the subject contracts. 11 U.S.C. § 365(b)(1).

8. The Debtors' proposed, incorrect cure amounts do not satisfy the requirements of section 365(b)(1). Accordingly, in conjunction with the reservation of rights contained below, EG America objects to the assumption of the Agreement unless EG America's Cure Amounts, including, but not limited to, the Administrative Claim, are paid in full.

RESERVATION OF RIGHTS

9. EG America reserves all its rights in connection with the matters set forth herein, including, without limitation, the right to contest any purported assumption and assignment by the Debtors of the Agreement to a Winning Bidder. EG America reserves the right to effectuate any rights of setoff or recoupment of overpayments against amounts that may be owed to the Contract Debtors. EG America also expressly reserves its right to amend, supplement or modify this Objection and the cure amounts listed herein for any reason. EG America also adopts any additional arguments raised by other parties objecting to the assumption and assignment of their agreements and reserves its right to be heard on all issues set forth herein.

WHEREFORE, EG America respectfully requests the Court (a) deny the assumption and assignment of any Agreements unless and until the Cure Amount, including the Administrative Claim, as applicable, are paid in full; and (b) grant EG America such other and further relief to which it may be entitled.

June 25, 2026

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on June 25, 2026 to all parties who have registered for and consented to electronic service in these cases.

/s/ Christopher J. Giaimo
Christopher J. Giaimo