UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
S.M.F. GROUP INC., *et al.*,[1]	Case No. 26-11893 (SAB)
Debtors.	(Jointly Administered)

DECLARATION OF JORDAN MEYERS
IN SUPPORT OF THE DEBTORS' CHAPTER 11
PETITIONS AND REQUESTS FOR FIRST DAY RELIEF

I, Jordan Meyers, hereby declare under penalty of perjury as follows:

1. I serve as the Chief Restructuring Officer ("**CRO**") of S.M.F. Group Inc. and its affiliated debtors and debtors in possession (collectively, the "**Fireman Group**" or the "**Debtors**") in the above-captioned bankruptcy cases (the "**Chapter 11 Cases**"). I submit this declaration in support of the Debtors' petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") filed on August 9, 2026 (the "**Petition Date**") and the relief requested pursuant to the Debtors' applications and motions filed contemporaneously herewith (collectively, the "**First Day Motions**").

2. I am a Managing Director at SierraConstellation Partners LLC ("**SCP**"), an interim management and advisory firm serving middle-market companies. I have over 17 years of experience providing transformation services, fiduciary services, restructuring advisory services, interim management services and litigation support services to distressed companies. I have

[1] The Debtors and the last four digits of their federal tax identification numbers are: (1) S.M.F. Group Inc. (1726); (2) 57th Street Hospitality Partners, LLC (2026); (3) Brasserie 57 LLC (6251); (4) Broadway Hospitality Venture, LLC (5541); (5) Brooklyn Diner USA, Inc. (1194); (6) Brooklyn Diner USA, L.P. (9292); (7) Cafe Concepts (Washington DC), LLC (3827); (8) Cieli Partners, L.P. (7771); (9) Ebbets Field Venture, LLC (9637); (10) Ebbets Field Venture II, LLC (2344); (11) Fireman Hospitality Card LLC (4763); (12) Fiorello's Roman Cafe, Inc. (2519); (13) Italian Cafe Concepts, LLC (3784); (14) Red Eye/Brooklyn Associates, L.P. (9293); (15) Red Eye Grill, Inc. (1189); (16) Red Eye Grill, L.P. (9291); (17) SFAP Group, LLC (9152); (18) Shelny, LLC (1859); (19) SMJ Group, Inc. (1191); (20) SMJ Group, L.L.C. (3319); (21) The Finer Diner, LLC (1940); and (22) The Fireman Group Cafe Concepts, Inc. (5919). The Debtors' mailing address is 810 Seventh Avenue, Suite 615, New York, NY 10019.

previously worked at three other restructuring firms, two international accounting firms, and as an investment banker. I have provided guidance to financially challenged entities maneuvering through both out-of-court and court-supervised restructurings. I have also been involved in several M&A transactions and have experience servicing both debtors and senior secured lenders. I earned my Bachelor of Science degree in Accounting from Binghamton University and my Master of Business Administration degree in Finance from the Goizueta Business School at Emory University. I am a Certified Public Accountant and Certified Insolvency and Restructuring Advisor.

3. SCP was first retained by the Debtors to provide financial advisory services on or about March 10, 2026, and I was appointed as CRO to the Debtors on August 9, 2026. I am familiar with the Debtors' operations, business affairs and circumstances leading to these Chapter 11 Cases. Unless otherwise indicated, all facts set forth in this declaration are based on (a) my personal knowledge of the Debtors' business operations and finances or my review of relevant documents, (b) information received from persons working under my supervision or direction, the Debtors' management team, or the Debtors' advisors, and/or (c) my opinion based upon my experience as a restructuring professional. If called upon to testify, I would testify competently to the facts set forth herein.

BACKGROUND

4. The Debtors operate a portfolio of iconic restaurants in New York City's entertainment and cultural districts, steps from Carnegie Hall and Lincoln Center and in the heart of the Theater District, and in Washington, D.C. Their restaurants are among the City's longest-running and most recognizable dining destinations, having served generations of theatergoers, concertgoers, and visitors. Each offers a full-service dining experience, ranging from classic Italian

cooking to American grill fare and elevated diner classics, served in spacious, art-filled marquee locations known for generous portions and attentive hospitality.

5. The Debtors were founded by the late Sheldon "Shelly" Fireman, a celebrated New York restaurateur, sculptor, and designer who opened his first restaurant, The Hip Bagel, in Greenwich Village in 1963. In the decades that followed, Mr. Fireman built a collection of large-format restaurants that became fixtures of the City's dining landscape: Café Fiorello, opposite Lincoln Center, has operated for more than fifty years; Trattoria Dell'Arte, across from Carnegie Hall, for nearly forty; and Brooklyn Diner and Redeye Grill (until its closure in July 2026) for approximately three decades each. Mr. Fireman passed away in October 2025 and his estate retains ownership of all or a majority of each Debtor entity, with an organizational structure as illustrated on the attached **Exhibit A**.

6. As of the date hereof, the Debtors employ more than 800 individuals across their corporate offices and nine restaurants, as listed below:

(i) Brasserie 57 LLC ("**B57**") operates the restaurants known as Paris Bar and Le Jardin at 120 W. 57th Street, New York, NY 10019.

(ii) Broadway Hospitality Venture, LLC ("**Bond 45**") operates the restaurant known as Bond 45 at 221 W 46th St, New York, NY 10036.

(iii) Brooklyn Diner USA, L.P. ("**Diner 57**") operates the restaurant known as Brooklyn Diner at 212 W 57th St, New York, NY 10019.

(iv) Cafe Concepts (Washington DC), LLC ("**CCDC**") operates the restaurant known as Café Fiorello at 1001 Pennsylvania Ave. NW, Washington, DC 20004.

(v) Cieli Partners, L.P. ("**Cieli**") operates the restaurant known as Trattoria Dell'Arte at 900 7th Ave, New York, NY 10106.

(vi) Ebbets Field Venture, LLC ("**Deli 57**") operates the restaurant known as USA Brooklyn Delicatessen at 200 W 57th St, New York, NY 10019.

(vii) Fiorello's Roman Cafe, Inc. ("**Fiorello**") operates the restaurant known as Café Fiorello at 1900 Broadway, New York, NY 10023.

(viii) Italian Cafe Concepts, LLC ("**Paradiso**") operates the restaurant known as Café Paradiso at 144 W 65th St, New York, NY 10023.

(ix) The Finer Diner, LLC ("**Diner 43**") operates the restaurant known as Brooklyn Diner at 155 W 43rd St, New York, NY 10036.

7. In July 2026, the Debtors closed the Redeye Grill restaurant, which was operated by Red Eye Grill, L.P. ("**Redeye**") at 890 7th Ave, New York, NY 10019, and the USA Brooklyn Delicatessen, which was operated by Ebbets Field Venture II, LLC ("**Deli 43**").

EVENTS LEADING UP TO THESE CASES

8. The Debtors entered the COVID-19 pandemic with substantial debt resulting from construction cost overruns at various locations and losses from a fire at one of their restaurants. The government-mandated shutdowns and the collapse of Broadway, tourism, and Midtown office traffic were catastrophic. With such close ties to the City's theaters, concert halls, and visitor economy, recovery was painfully slow and the Debtors' traffic ultimately did not return to pre-pandemic levels until the fourth quarter of 2025.

9. To survive during the pandemic and its aftermath, the Debtors turned to loans under the Paycheck Protection Program and thereafter to the Economic Injury Disaster Loan program, and fell into arrears with certain landlords. As the depressed traffic and revenues continued, in the spring of 2024 the Debtors began obtaining merchant cash advance ("**MCA**") loans to bridge their liquidity gaps. But traffic and revenues still did not recover, and what began as stopgap financing compounded. As MCA advances came due against still-recovering revenues, the Debtors were compelled to obtain still more advances on onerous terms, with fixed remittances consuming an ever-growing share of cash receipts, generally with joint obligations across substantially all of the Debtors' entities. The burden was aggravated by the structure of these arrangements: the funders claim a percentage of gross receipts, without deduction for the sales taxes the Debtors collect for taxing authorities or the tips collected for employees. Their remittances thus drew upon cash never owned by the Debtors, deepening the crunch and further straining operations.

10. In addition to the MCA loans, in 2025 the Debtors began borrowing on an unsecured basis from certain investors, members and friends of the Fireman family or the current Chief Executive Officer. To preserve cash for payroll and essential operations, the Debtors also fell substantially behind on sales tax obligations beginning in October 2025 and started to stretch their vendors beyond stated terms.

11. By March 2026, the Debtors' financial burdens had become unsustainable. The Debtors ceased payments to their MCA lenders and resumed payments of sales taxes. The Debtors engaged SCP as financial advisor and retained restructuring counsel, and have been diligently pursuing out-of-court resolutions with their creditors. These efforts have resulted in consensual resolutions with certain lenders and other creditors. However, other MCA lenders declined to engage constructively and instead commenced litigation and aggressive collection activities against the Debtors.

12. Matters reached a crisis in the days preceding the Petition Date. In response to payment redirect notices issued by certain MCA funders, the Debtors' payment processors began withholding substantially all amounts owing to the Debtors, as described in greater detail below. The Debtors had been experiencing withholdings with varying degrees of severity since April and had been able to adjust. However, the complete withholding of revenues was a drastic change depriving the Debtors of cash needed to fund sales taxes, tips, payroll, rent, vendor payments, and other ordinary-course operations. Faced with the imminent inability to continue operating, the Debtors commenced these Chapter 11 Cases to stabilize operations and restore access to their revenues. With the protection of the Court, the Debtors seek to continue the process they started pre-petition of improving cash flow, streamlining operations, adjusting to the closure of

unprofitable restaurants, and pursuing a value-maximizing restructuring for the benefit of all stakeholders.

PREPETITION CAPITAL STRUCTURE

13. S.M.F. Group Inc. and certain other Debtors are obligors under that certain Loan and Security Agreement dated as of March 11, 2016 (as amended from time to time, and together with all related documents, the "**BankUnited Facility**") with BankUnited, N.A. ("**BankUnited**"). As of the Petition Date, the total indebtedness under the BankUnited Facility was approximately $2,762,347.42. This indebtedness is secured by a first-priority lien on substantially all assets of the applicable obligors, including Bond 45, Diner 43, Diner 57 and Redeye.

14. Certain Debtors are obligated to the Small Business Administration ("**SBA**") for Economic Injury Disaster Loans ("**EIDL**"), which generally have 1-2% interest rates on a 30-year term. In particular, Cieli is obligated to the SBA on an EIDL loan for approximately $125,000, which loan is secured by a lien on substantially all of its assets, and Fiorello is obligated on another EIDL loan for approximately $125,000, also secured by a lien on substantially all of its assets. In addition, Diner 57, Bond 45 and Redeye are obligated to the SBA for EIDL loans of $125,000, $125,000 and $416,667, respectively, but the Debtors believe that these obligations are not subject to valid and perfected liens on any assets.

15. As referenced above, the Debtors began obtaining unsecured borrowings from family and friends in 2025 to bridge critical liquidity gaps. These borrowings are obligations of The Fireman Group Cafe Concepts, Inc. ("**CCI**") with an original principal amount of $4,500,000. No interest or other payments have been made by the Debtors on account of such borrowings.

16. In March 2026, the Debtors and FHGRF LLC ("**FHGRF**", and in its capacity as prepetition lender, the "**Prepetition Note Lender**") entered into that certain *Secured Demand Promissory Note*, dated March 17, 2026 (as amended and restated from time to time, the

"**Prepetition Note**"), which obligations are secured by substantially all assets of the Debtors. I understand that the members of FHGRF are current minority and non-controlling investors in certain of the Debtors' restaurants or members or friends of the Fireman family, and that Benjamin Grossman, Chief Executive Officer of the Debtors, holds a 35.8% equity interest in FHGRF. I understand that Mr. Grossman's interest therein is non-controlling, is subject to dilution without his consent, and is subject to senior distribution rights of other members. As of the Petition Date, the balance outstanding on the Prepetition Note is not less than $6,137,136.60. Of this amount, at least $2,378,334.60 was advanced as emergency bridge funding after the Debtors' payment processors essentially ceased remitting all payments at the end of July 2026.

THE MERCHANT CASH ADVANCE LOANS

17. Certain Debtors are party to a number of MCA loans. As of March 2026, more than 30 MCAs across 11 lenders were outstanding with aggregate outstanding obligations of not less than $5.5 million. The Debtors believe that each MCA is a criminally usurious and unenforceable loan under applicable nonbankruptcy law and is subject to recharacterization and/or subordination under bankruptcy law. The Debtors also have avoidance action claims and other claims, including civil RICO claims, against some or all such lenders. While the MCA lenders may purport to have security interests in some or all of the Debtors' assets, the Debtors believe that such interests are invalid because the underlying obligations are unenforceable, were not validly granted under the applicable contracts, were not properly perfected, or are otherwise subject to avoidance.

18. Since March 2026, the Debtors have negotiated resolutions with several MCA lenders. The Debtors believe that the applicable settlement agreements constitute executory contracts and intend to use the bankruptcy process to evaluate such settlement agreements for assumption or rejection as appropriate.

19. However, other MCA lenders declined to engage constructively and instead commenced litigation and aggressive collection activities against the Debtors. In particular, the Debtors are presently defendants and, where appropriate, counter-claimants in the following pending actions or proceedings concerning such matters: *Apollo Funding Co. v. Brasserie 57 LLC, et al.*, Index No. 2026-00026627 (N.Y. Sup. Ct., Clinton Cnty.); *EBF Holdings, LLC d/b/a Everest Business Funding v. Fiorello's Roman Cafe, Inc.*, Index No. 652671/2026 (N.Y. Sup. Ct., N.Y. Cnty.); *Capybara Capital, LLC v. Red Eye Grill L.P.*, No. 2026CA003507 (Fla. 15th Cir. Ct.); *Fiorello's Roman Cafe, Inc. et al. v. Forward Financing LLC*, Index No. 653132/2026 (N.Y. Sup. Ct., Clinton Cnty.); *Forward Financing LLC v. Italian Cafe Concepts, LLC, et al.*, Case No. 6342117 (Resolute Sys. LLC); *Webfund LLC v. Broadway Hospitality Venture, LLC, et al.,* (New Era ADR); *Samson MCA LLC v. 57th Street Hospitality Partners, LLC, et al.*, Index No. 806891/2026 (N.Y. Sup. Ct., Erie Cnty.); *Samson MCA LLC v. Brasserie 57 LLC, et al.*, Index No. 806909/2026 (N.Y. Sup. Ct., Erie Cnty.); *Samson MCA LLC v. Brooklyn Diner USA, L.P., et al.*, Index No. 806910/2026 (N.Y. Sup. Ct., Erie Cnty.); *Samson MCA LLC v. Cieli Partners, L.P., et al.*, Index No. 806886/2026 (N.Y. Sup. Ct., Erie Cnty.). In addition, the Debtors have commenced litigation to void an MCA in *Ebbets Field Venture, LLC v. ODK Capital, LLC d/b/a OnDeck*, Index No. 652781/2026 (N.Y. Sup. Ct., N.Y. Cnty.). These matters are generally in preliminary stages. The Debtors intend to resolve these matters or the underlying claims in the bankruptcy process as appropriate.

THE TURNOVER ADVERSARY PROCEEDING

20. In the ordinary course of business, the Debtors' restaurants accept credit and charge cards as payment from patrons, and substantially all of the Debtors' revenues are generated through card transactions. Those transactions are processed by American Express Travel Related Services Company, Inc. ("**Amex TRS**"), Toast, Inc. ("**Toast**"), and Stripe, Inc. and Stripe Payments

Company (together, "**Stripe**" and, collectively with Amex TRS and Toast, the "**Processors**"); Toast also provides the restaurants' point-of-sale platform. The applicable Debtors are party to merchant or processing agreements with the Processors under which each Processor is obligated to settle and remit the proceeds of card transactions, net of contractually agreed fees and any properly reserved chargebacks, to the applicable Debtor's designated account within the settlement periods provided under the applicable agreements.

21. As noted above, in response to the payment redirect notices referenced above (the "**Redirect Notices**") issued by certain MCA lenders, purporting to direct that amounts otherwise payable to the Debtors be paid to such lenders instead, the Processors have withheld amounts owing to the applicable Debtors: Amex TRS has been withholding such amounts since late April 2026, and Toast withheld such amounts intermittently over the same period. However, since the end of July, the holds have been essentially total, with each Processor ceasing remittances and withholding substantially all amounts owing to the applicable Debtors. The Debtors did not consent, prepetition or postpetition, to the withholding or diversion of their card transaction proceeds to or for the benefit of any third party, and no court order has authorized any such withholding or diversion.

22. Based on my review of information compiled under my supervision from the Processors' settlement and account records, as of the Petition Date, Amex TRS was withholding not less than $3,302,178, Toast was withholding not less than $2,562,910.00, and Stripe was withholding not less than $101,885, in each case owed to one or more of the Debtors, for an aggregate of not less than $5.96 million (such amounts, together with all amounts withheld on account of postpetition card transactions, the "**Withheld Amounts**").[2] I understand that Toast

[2] In addition to Amex TRS, Toast and Stripe, certain other counterparties of the Debtor have withheld amounts owed. The Debtors seek to resolve such matters without litigation but reserve all of their rights with respect thereto.

performs some or all of its processing functions through Worldpay, LLC or other third parties, and that, within Stripe, Stripe Payments Company receives, holds, and settles merchant funds while Stripe, Inc. provides the associated technology services; regardless of the entity or account through which the funds flow, the Withheld Amounts remain owed to the applicable Debtors.

23. Promptly following the commencement of these Chapter 11 Cases, the Debtors, through counsel, sent each Processor written notice of the commencement of these cases and of the automatic stay, together with a demand for the turnover of the Withheld Amounts and for continued ordinary-course settlement and remittance of the proceeds of postpetition card transactions. Despite such notice and demand, each Processor has failed to turn over the Withheld Amounts and continues to withhold amounts arising from the Debtors' postpetition operations. I understand that no Processor has paid any of the Withheld Amounts to any MCA lender or other third party; rather, each Processor appears to be holding the funds pending a court order or other resolution of the competing demands upon it.

24. The consequences of the Processors' withholding are immediate and existential. Since the withholding became essentially total at the end of July 2026, the Debtors have received essentially no revenue for more than a week and, as of the Petition Date, had less than $100,000 of available cash in the aggregate. Absent the immediate release of the Withheld Amounts and the resumption of timely ordinary-course settlement and remittance, the Debtors will be unable to fund payroll for their more than 800 employees, remit sales taxes and employee tips, pay rent and vendors, or otherwise continue operating, and these Chapter 11 Cases will fail at the outset.

25. Accordingly, certain of the Debtors, as plaintiffs, have commenced the adversary proceeding identified below against the Processors, asserting claims for turnover under section 542 of the Bankruptcy Code, declaratory relief, and injunctive relief, and have contemporaneously

filed a motion (the "**TRO Motion**"), seeking entry of an order compelling the Processors to turn over the Withheld Amounts, requiring timely ordinary-course settlement and remittance of the proceeds of postpetition card transactions, and restraining the Processors from transferring any such funds to any party other than the applicable Debtors. The requested relief preserves the rights of all parties: any valid liens, claims, or interests in the Withheld Amounts would attach to the turned-over funds unimpaired, compliance would discharge each Processor to the extent of the amounts paid, and the Processors will continue to earn their ordinary-course processing fees. I believe that the relief requested in the TRO Motion is essential to the Debtors' ability to continue operating and to the success of these Chapter 11 Cases.

THE DIP FACILITY

26. As described above, the Debtors commenced these Chapter 11 Cases under extreme liquidity constraints imposed by the total withholding by their payment processors of card transaction receipts. The Debtors have commenced these cases with less than $100,000 of cash on hand. The Debtors require new funding to ensure sufficient working capital to operate their businesses, preserve and maximize the value of their estates, administer their estates, and pursue a sale of their assets or a plan resolving these cases. The liquidity needs include payments to employees, third-party vendors, landlords, utilities, taxing authorities, and insurance companies, among others, who provide the essential services needed to operate, maintain, and insure the Debtors' assets.

27. Under my oversight, SCP has worked with the Debtors to prepare a budget for operating and other administrative expenditures during the next months of these Chapter 11 Cases (the "**DIP Budget**"). We are negotiating with FHGRF to finalize this budget and file it as part of the upcoming motion (the "**DIP Motion**") to approve the Debtors' proposed postpetition financing facility (the "**DIP Facility**"). I am familiar with the budget and its contents. As described therein,

the Debtors require approximately $2.3 million of new funding during the interim period, and additional funding upon entry of the final order approving the DIP Motion, so that the Debtors can operate their businesses and commence a sale process or seek to confirm a plan. I believe the budget is fair, reasonable, and appropriate under the circumstances.

28. The DIP Facility is necessary notwithstanding the relief requested in the TRO Motion. Even assuming the prompt and full release of the Withheld Amounts, the DIP Budget reflects that the Debtors' projected disbursements during the budget period, such as payroll and related obligations, rent, sales and other taxes, vendor payments, and the costs of administering these Chapter 11 Cases, exceed the Withheld Amounts. Moreover, the timing and amount of any recovery of the Withheld Amounts depend on the outcome of the turnover adversary proceeding and are not assured, and portions of any recovered funds may be subject to asserted liens or claims that remain to be resolved by the Court. The Debtors accordingly require the committed liquidity provided by a DIP Facility, in addition to the recovery of the Withheld Amounts, to fund their operations and the administration of these Chapter 11 Cases in accordance with the DIP Budget.

29. On behalf of the Debtors, I reached out to BankUnited to explore its interest in providing postpetition financing to the Debtors but it was not willing to do so. Given the Debtors' financial and operational circumstances, it is my opinion that third party lenders would not be willing to fund into the Debtors' situation on a junior basis and that further outreach would not have been productive. Ultimately, the proposal from FHGRF was the only available option.

30. The DIP Facility is a senior secured superpriority revolving facility from FHGRF LLC (in such capacity, the "**DIP Lender**"). Upon entry of the interim order approving the DIP Motion (the "**Interim Order**"), the availability under the DIP Facility will be $1,500,000, subject to the terms and conditions of the credit agreement governing the DIP Facility (the "**DIP**

Agreement”). Upon entry of the final order approving the DIP Motion (the “**Final Order**”), an additional revolving facility may be made available, subject to the terms and conditions of the DIP Agreement. The Debtors' use of proceeds under the proposed DIP Facility and the Interim Order or Final Order, as applicable, is intended solely to fund the Debtors’ ordinary-course operating expenses in accordance with the DIP Budget and the Debtors’ prosecution of these Chapter 11 Cases, as well as the payment of costs and expenses associated with the Chapter 11 Cases, including, but not limited to, the reasonable fees, costs, expenses and disbursements of estate professionals, and other bankruptcy-related costs as allowed by the Court.

31. To secure all obligations of the Debtors under the DIP Facility, subject to Court approval, the DIP Lender (a) will be granted an allowed superpriority administrative expense claim in the Chapter 11 Cases, and (b) will be granted and will receive continuing, valid, binding, enforceable, non-avoidable and properly perfected first priority security interests in and liens on the DIP Collateral (other than collateral that is subject to Permitted Liens, as such terms are defined in the proposed order). The DIP Lender will also be granted and will receive continuing, valid, binding, enforceable junior liens on the collateral that is subject to Permitted Liens.

32. In addition, the DIP Facility contemplates a 2:1 creeping “roll-up” of prepetition obligations owed to the DIP Lender in connection with its previous loans to the Debtors. Specifically, upon entry of the Interim Order, for every $1 of new money actually drawn by the Debtors, $2 of obligations under the Prepetition Note would be rolled up into obligations under the DIP Facility, with remaining Prepetition Note obligations being rolled up only upon entry of the Final Order. As described herein, the DIP Lender’s funding to the Debtors under the Prepetition Note provided funding to the Debtors when there was little or no alternative financing available and preserved value for the benefit of all stakeholders. In particular, the DIP Lender’s

funding during the period immediately prior to the Petition Date, when the Debtors had essentially no cash inflows, was advanced in contemplation of this filing and saved the Debtors and other creditors from catastrophic consequences. I believe that a roll-up of such obligations is appropriate and warranted under the circumstances.

33. I am familiar with the other terms and conditions of the DIP Facility, including without limitation the provisions for payment of interest and certain other fees, and the affirmative and negative covenants to which the Debtors would be subject under the applicable credit agreement. I believe these provisions are reasonable and that the Debtors will be able to perform under such conditions.

34. The Debtors are not able to obtain unsecured credit or to obtain secured credit on more favorable terms and conditions than those provided in the proposed DIP Facility. Under the circumstances, I believe that providing the proposed DIP Lender with a superpriority administrative expense claim and security interests is appropriate here because it will give the Debtors the only available lifeline and allow the Debtors the financing they need to preserve their value and to administer their estates.

35. I believe that the DIP Facility is the product of good faith, arm's-length, vigorous negotiation among the Debtors and FHGRF, and their respective counsel and advisors. The DIP Facility was negotiated on behalf of the Debtors by me, as CRO, together with the Debtors' counsel and advisors, and Mr. Grossman recused himself from the negotiation and approval of the DIP Facility on behalf of the Debtors. Without access to additional funding and the continued use of cash collateral as contemplated under the DIP Facility, the Debtors would suffer immediate and irreparable harm, and would be forced to pivot to a liquidation.

INFORMATION REQUIRED BY LOCAL RULE 1007-2

36. In accordance with Local Rule 1007-2, the schedules attached hereto, as summarized below, provide certain information related to the Debtors. There is no schedule with respect to Local Rules 1007-2(a)(1)–(2), as the former is satisfied as a result of the disclosures above and the latter is inapplicable to the Debtors. There is no schedule with respect to Local Rule 1007-2(a)(3) as it is inapplicable to the Debtors. With respect to Local Rule 1007-2(a)(4), I incorporate herein by reference Official Form 204 attached to the Debtors' petitions, which lists the holders of the Debtors' 50 largest unsecured claims on a consolidated basis (excluding claims of insiders, as such term is used in section 101(31) of the Bankruptcy Code). There is no schedule with respect to Local Rule 1007-2(a)(7)-(8) as they are inapplicable to the Debtors. There is no schedule with respect to Local Rule 1007-2(a)(10) as it is inapplicable to the Debtors. There is no schedule with respect to Local Rule 1007-2(a)(11) because, other than the MCA-related actions and proceedings described above (which are generally in preliminary stages) and the withholding of receipts by the Debtors' payment processors (which the Debtors are addressing through the turnover adversary proceeding described above), the Debtors do not believe that there are any material actions or proceedings, pending or threatened, in which a judgment against them or a seizure of their property is imminent.

a. Pursuant to Local Rule 1007-2(a)(5), **Schedule 1** hereto lists the holders of the five largest secured claims against the Debtors on a consolidated basis (excluding claims of insiders, as such term is used in section 101(31) of the Bankruptcy Code) and the following information with respect to each holder: the name, the address (including the number, street, apartment or suite number, and zip code, if not included in the post office address), the amount of the claim, a brief description and an estimate of the value of the collateral securing the claim, and whether the claim or lien is disputed.

b. Pursuant to Local Rule 1007-2(a)(6), **Schedule 2** hereto provides a summary of the Debtors' (unaudited) consolidated assets and liabilities.

c. Pursuant to Local Rule 1007-2(a)(9), **Schedule 3** hereto provides a summary of the premises owned, leased, or held under other arrangement from which the Debtors operate their business.

d. Pursuant to Local Rule 1007-2(a)(12), **Schedule 4** hereto provides a list of the names of the individuals who comprise the Debtors' existing senior management, their tenure with the Debtors, and a summary of their relevant responsibilities and experience.

e. Pursuant to Local Rule 1007-2(b)(1)–(2)(A), **Schedule 5** hereto provides (a) the estimated amount of weekly payroll for the Debtors' employees (not including officers, directors, and stockholders) and (b) the estimated amount to be paid to officers, stockholders, and directors, and financial and business consultants retained by the Debtors for the 30-day period following the Petition Date, as the Debtors intend to continue operating their business.

f. Pursuant to Local Rule 1007-2(b)(3), **Schedule 6** hereto provides, for the 30-day period following the Petition Date, a list of estimated cash receipts and disbursements, net cash gain or loss, and obligations and receivables expected to accrue that remain unpaid, other than professional fees.

37. Pursuant to Local Rule 1074-1, I attest that all persons whose consent is required for filing the Debtors' petitions have provided such consent.

THE FIRST DAY MOTIONS

38. Contemporaneously with the filing of this Declaration, the Debtors have filed or will file the following motions and other pleadings to minimize the disruption and adverse effects of the commencement of the Chapter 11 Cases on the Debtors' operations and to preserve value for their estates and all stakeholders.

a. *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of the Chapter 11 cases and (II) Granting Related Relief* [Dkt. 2];

b. *Motion of the Debtors for Entry of an Order (I) Waiving the Requirement that Each Debtor File a Separate List of Creditors and Authorizing the Debtors to File a Consolidated List of the Debtors' 50 Largest Unsecured Creditors, (II) Authorizing Parties to Redact Personal Identifying Information, and (III) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases and Other Information* [Dkt. 4];

c. *Motion of the Debtors for Entry of an Order Extending the Time to File Schedules and Statement of Financial Affairs* [Dkt. 5];

d. *Application of Debtors for Entry of an Order (A) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors and (B) Granting Related Relief* [Dkt. 15];

e. *Debtors' First Omnibus Motion for Order (I) Authorizing the (A) Rejection of Certain Unexpired Leases and Executory Contracts, and (B) Abandonment of Certain Personal Property in Connection Therewith, Each Effective as of the Petition Date; and (II) Granting Certain Related Relief* [Dkt. 3] (the "**Rejection Motion**");

f. *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing (A) The Debtors to Maintain Their Existing Cash Management System, Bank Accounts, and Business Forms, (B) The Debtors to Open and Close Bank Accounts, and (C) Financial Institutions to Administer the Bank Accounts and Honor and Process Related Checks and Transfers, (II) Waiving Deposit Requirements, and (III) Allowing Intercompany Transactions and Affording Administrative Expense Priority to Postpetition Intercompany Claims* [Dkt. 6];

g. *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing (A) Payment of Prepetition Wages, Employee Benefits Obligations and Other Compensation, (B) Continuation of Employee Benefits Programs and Payment of Related Administrative Obligations; and (II) Granting Related Relief* [Dkt. 7];

h. *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims of Critical Vendors; (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests; and (III) Granting Related Relief* [Dkt. 8];

i. *Debtors' Motion for Entry of Interim and Final Orders: (I) Authorizing Payment of Prepetition Sales, Use and Other Taxes and Fees; and (II) Authorizing Banks and Other Financial Institutions to Receive, Process, Honor and Pay Checks Issued and Electronic Payments Requests Made Related to Such Taxes and Fees* [Dkt. 9];

j. *Debtors' Motion for Entry of an Order (I)(A) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services to, or Discriminating Against, the Debtors, (B) Approving the Debtors' Proposed Form of Adequate Assurance of Payment for Future Utility Services and (C) Approving the Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and (II) Granting Related Relief* [Dkt. 10];

k. *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue and Renew Their Insurance Policies and (B) Honor All Obligations with Respect Thereto; (II) Authorizing Financial Institutions to Receive, Process, Honor and Pay Related Checks and Transfers; and (III) Granting Related Relief* [Dkt. 11];

l. *Debtors' Motion for Entry of an Order Confirming the Statutory Protections of the Bankruptcy Code;*

m. *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Senior Secured Superpriority Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Party, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief;*

n. *Complaint to Compel Turnover of Property of the Estate Pursuant to 11 U.S.C. § 542, for Declaratory Judgment, and for Permanent Injunctive Relief;*

o. *Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction Pursuant to 11 U.S.C. § 105(a) and Rule 7065 of the Federal Rules of Bankruptcy Procedure.*

39. The First Day Motions request authority to, among other things, enter into the DIP Facility, honor workforce-related compensation and benefits obligations, pay claims of certain critical vendors, suppliers, and taxing authorities, continue to honor certain customer programs, and continue the Debtors' cash management system and other operations in the ordinary course of business to ensure minimal disruption of the Debtors' business operations during these Chapter 11 Cases. For the avoidance of doubt, the Debtors request authority, but not direction, to incur indebtedness, pay amounts or satisfy obligations with respect to the relief requested in the First Day Motions.

40. The Rejection Motion requests authority to (a) reject certain real property leases or executory contracts and (b) abandon any personal property remaining at such premises, with such rejection and abandonment effective as of the Petition Date. Each lease is for corporate office space determined to be burdensome or a restaurant determined to be underperforming or unprofitable. For the avoidance of doubt, for each of the leases, the Debtors ceased operations and vacated the premises and gave notice of surrender to the applicable landlord and provided keys or codes, as applicable, prior to the Petition Date. The Debtors have determined that the costs of the leases outweigh any marginal benefits that could possibly be achieved from assignments or subleases of the leases. Similarly, the Debtors have determined that the executory contracts set

forth therein to be burdensome to the estate. Moreover, the Debtors have evaluated any personal property remaining therein and have determined that (a) it is of inconsequential value or (b) the cost of removing and storing such property for future use, marketing, or sale exceeds the value thereof to the Debtors' estates. Accordingly, and as further detailed in the Rejection Motion, the Debtors believe that the rejection of the leases and the abandonment of the Personal Property as of the Petition Date is appropriate and in the best interests of the Debtors, their estates, and their creditors.

41. I have reviewed each of the First Day Motions (including the exhibits and schedules attached thereto) listed above, and the facts set forth in the First Day Motions are incorporated herein by reference. To the best of my knowledge, the facts set forth in the First Day Motions are true and correct, and if called upon to testify, I could and would testify competently to such facts.

42. As described in the First Day Motions, I believe that the Debtors' requests for interim relief are narrowly tailored to the relief necessary to avoid immediate and irreparable harm, or seek authority to make payments that would otherwise be entitled to priority over general unsecured claims under the Bankruptcy Code. It is my opinion that the relief sought in the First Day Motions is essential to avoid irreparable harm and to allow the Debtors to operate without disruptions, as well as to preserve the value of the Debtors' estates, and is in the best interests of the Debtors' estates, creditors and other stakeholders.

CONCLUSION

43. For the reasons described herein and in the First Day Motions, I believe that the relief requested in the First Day Motions should be granted by the Court, with such other and further relief for the Debtors as this Court deems just and proper, in the most expeditious manner possible.

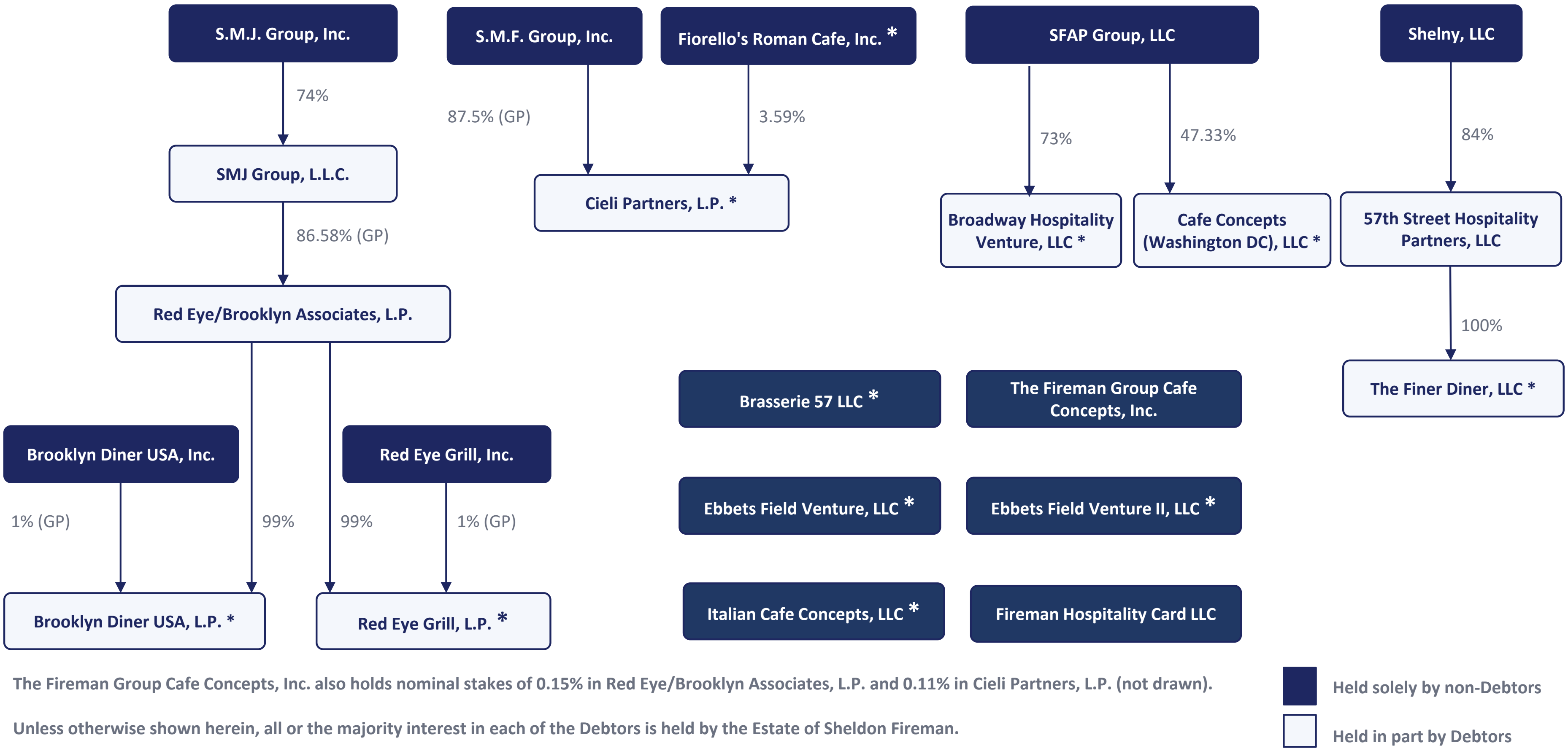
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on: August 10, 2026

/s/ Jordan Meyers
Jordan Meyers
Chief Restructuring Officer

EXHIBIT A

Organizational Chart



The Fireman Group Cafe Concepts, Inc. also holds nominal stakes of 0.15% in Red Eye/Brooklyn Associates, L.P. and 0.11% in Cieli Partners, L.P. (not drawn).

Unless otherwise shown herein, all or the majority interest in each of the Debtors is held by the Estate of Sheldon Fireman.

* Denotes restaurant operations (including closures in July 2026)

SCHEDULE 1

Secured Claims

At present, the Debtors do not anticipate disputing the claims listed below, however, Debtors reserve all rights to assert that any debt or claim included herein is a disputed claim or debt, and to challenge the priority, nature, amount, or status of any such claim or debt. The exhibit estimates outstanding claim amounts (including principal and interest) as of the Petition Date.

No.	Name of Creditor	Address	Nature of Claim	Amount of Claim
1	BankUnited, N.A.	PO Box 521599 Miami, FL 33152-1599	Bank Facility	$2,762,347.42
2	Leaf Capital/ Vend Leasing	One Commerce Square 2005 Market St., Fl. 14 Philadelphia, PA 19103	Equipment Leases	$35,087
3	Small Business Administration	409 3rd Street SW Washington, DC 20416	EIDL Loans	$1,043,720
4	FHGRF LLC		Secured Note	$6,137,136
Subtotal: Secured				$9,978,290.42

SCHEDULE 2

Debtors' Assets and Liabilities
Fireman Hospitality Group
Consolidated Balance Sheet

Assets		**Dec-25**
	Cash	926,479.19
	Receivables	1,408,391.87
	Prepaid Expenses	962,798.25
	Inventory	560,094.18
	Fixed Assets, net of accumulated depreciation	8,354,832.64
	Intercompany Receivables	13,689,437.11
	Other Assets	193,584.79
Total Assets		**26,095,618.03**
Liabilities		
	Accounts Payable	11,085,290.57
	Accrued Expenses	2,800,884.20
	Sales Tax Payable	1,397,061.78
	Banquet Deposits	506,471.01
	Intercompany Payables	13,388,119.95
	Landlord Payables	2,362,009.00
	Misc Liability	-
	Loans Payable	7,542,777.97
Total Liabilities		**39,082,614.48**
Owners' Equity		
	Capital - General Partner	2,216,529.67
	Capital - Limited Partners	5,897,848.14
	Retained Earnings	(21,101,374.12)
Total Owners' Equity		**(12,986,996.31)**
Total Liabilities and Owners' Equity		**26,095,618.17**

SCHEDULE 3

Property from Which the Debtors Operate Their Business

Restaurant	Entity	Landlord	Location Address
Bond 45	Broadway Hospitality Venture, LLC	Edison Management Co LLC	221 West 46th Street New York, NY
Corporate Office	The Fireman Group Cafe Concepts, Inc	SLG 810 Seventh Lessee LLC	810 Seventh Ave, 6th Floor New York, NY
Paris Bar / Le Jardin	Brasserie 57 LLC	AREPIII BR Operator NYC, LLC	120 West 57th Street New York, NY
Brooklyn Diner 43	The Finer Diner LLC	ZAPCO 1500 Investment, LP	1500 Broadway New York, NY 10036
Brooklyn Diner 57	Brooklyn Diner USA, LP	888 7th Avenue Associates Limited Partnership	212 W 57th St New York, NY 10019
Warehouse	Red Eye/Brooklyn Associates, LP	523-525 Tiffany Realty LLC	525 Tiffany Street Bronx, NY 10474
Cafe Paradiso	Italian Cafe Concepts, LLC	888 7th Avenue Associates Limited Partnership	144 W 65th St New York, NY 10023
Cafe Fiorello	Fiorello's Roman Cafe, Inc.	Ogden CAP Properties, LLC	1900 Broadway New York, NY 10023
Cafe Fiorello	Cafe Concepts (Washington DC), LLC	The Trea 1001 Pennsylvania Avenue Trust	1001 Pennsylvania Ave NW Washington DC
Brooklyn Deli 57	Ebbets Field Venture, LLC	RP/Feil 57 LLC	200 West 57th Street New York, NY
Trattoria dell'Arte	Cieli Partners, LP	RP/Feil 57 LLC	900 7th Ave New York, NY 10106

SCHEDULE 4

Senior Management

Employee Name	Department	Position	Hire Date	Experience
Ben Grossman	Executive	CEO	9/5/2017	Mr. Grossman joined Fireman Hospitality Group as its Chief Strategy Officer in 2017. In 2020, Mr. Grossman was named the CEO. Mr. Grossman is responsible for overseeing all aspects of the Fireman Hospitality Group's business, including business development and expansion, executive functions and restaurant operations. Mr. Grossman sets and continuously adapts and develops company-wide strategic planning and business development while overseeing all executive functions as well as key personnel who in turn manage the various units.

SCHEDULE 5

Payroll

Category	Weekly Amount
Hourly Employees	$515,000.00
Salary Employees (Non-Officer)	$174,807.69
CEO	$7,692.31

SCHEDULE 6

Cash Flow

Cash Flow	08-09-2026 08-16-2026	08-16-2026 08-23-2026	08-23-2026 08-30-2026	08-30-2026 09-06-2026
Operating Cash Receipts	$ 1,190,314	$ 1,190,314	$ 1,190,314	$ 1,327,407
Holdback	(952,251)	-	-	-
Non-Operating Cash Receipts	-	-	-	-
Total Cash Receipts	**$ 238,063**	**$ 1,190,314**	**$ 1,190,314**	**$ 1,327,407**
Food & Beverage Disbursements				
Food Cost	$ (86,375)	$ (302,461)	$ (187,549)	$ (189,915)
Alcoholic Beverage Cost	(17,691)	(63,790)	(40,166)	(40,652)
Non-Alcoholic Beverage Cost	(5,359)	(15,645)	(10,036)	(10,252)
Other F&B Payments	(114,914)	(114,914)	(114,914)	(115,538)
Total Food & Beverage Disbursements	**$ (224,339)**	**$ (496,810)**	**$ (352,665)**	**$ (356,357)**
Operating Disbursements				
Corporate CC Payments	-	-	(90,000)	-
Labor	(583,200)	(899,475)	(583,200)	(897,971)
Rent	-	-	-	(606,557)
Insurance	(128,159)	(159)	(159)	(72,348)
Marketing	(4,394)	(4,394)	(4,394)	(4,394)
Repairs & Maintenance	(19,330)	(19,330)	(19,330)	(19,330)
Supplies & Equipment	(1,204)	(7,084)	(1,904)	(5,300)
Technology & POS	(11,220)	(5,820)	(13,961)	(33,369)
Utilities	(1,203)	-	(13,894)	(42,250)
Professional Services	(8,309)	(8,309)	(8,309)	(8,309)
Other / Miscellaneous	(1,809)	(1,809)	(111,809)	(1,809)
Cleaning & Sanitation	(7,008)	(7,008)	(7,008)	(7,008)
Sales Tax	-	(64,175)	(337,285)	-
Total Operating Disbursements	**$ (765,835)**	**$ (1,017,562)**	**$ (1,191,252)**	**$ (1,698,644)**
Operating Cash Flow	**(752,111)**	**(324,058)**	**(353,603)**	**(727,594)**
Cumulative Operating Cash Flow	**92,119**	**(231,939)**	**(585,542)**	**(1,313,136)**
Non-Operating Disbursements				
Debt Interest and Principal Payments	-	-	(75,000)	-
Restructuring Professional Fees	-	(128,000)	(128,000)	(391,066)
Other Non-Operating Disbursements	(23,810)	(23,810)	(523,810)	(123,810)
Total Non-Operating Disbursements	**$ (23,810)**	**$ (151,810)**	**$ (726,810)**	**$ (514,875)**
Total Disbursements	**$ (1,013,984)**	**$ (1,666,182)**	**$ (2,270,727)**	**$ (2,569,876)**