

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 18, 2024**

HEALTHIER CHOICES MANAGEMENT CORP.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

001-36469

(Commission
File Number)

84-1070932

(I.R.S. Employer
Identification No.)

**3800 N. 28th Way, #1
Hollywood, Florida 33020**

(Address of Principal Executive Office) (Zip Code)

(888) 766-5351

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Asset Purchase – GreenAcres Markets

Healthier Choices Management Corp. ("HCMC"), through its wholly owned subsidiary, Healthy Choice Markets VI, LLC (the "HCM VI"), entered into an Asset Purchase Agreement (the "Purchase Agreement"), effective as of July 17, 2024, with (1) GreenAcres Markets of Oklahoma, LLC and GACorp, Inc. (collectively, the "Sellers" or "GreenAcres Markets"); (2) certain Equityholders of the Sellers (collectively, the "Equityholders") and (3) Shannon Hoffmann, as the Sellers Representative. Pursuant to the Purchase Agreement, the Company acquired certain assets and assumed certain liabilities of an organic and natural health food and vitamin chain with five store locations in Oklahoma and Kansas (the "Stores"). The total purchase price under the Purchase Agreement is approximately \$7.1 million, which includes an estimated \$2,200,000 to be paid for inventory. The total amount to be paid for inventory is subject to a final inventory count. Approximately 25% of the total purchase price will be paid pursuant to a secured promissory note issued by HCM VI (as described below). The disclosures set forth in Item 2.03 are incorporated into this Item 1.01 by reference.

The Purchase Agreement contains customary representations, warranties, and covenants of the Sellers, the Equityholders and the Company. The Purchase Agreement also includes restrictive covenants from the Sellers for the benefit of the Company. The transaction closed on July 18, 2024.

There is no material relationship between the Company, on the one hand, and Sellers, on the other hand, other than in respect of the Purchase Agreement.

A copy of the Purchase Agreement is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the full text of such Purchase Agreement.

Loan and Security Agreement

On July 18, 2024 (the "Loan Effective Date"), the Company entered into a loan and security agreement (the "Loan Agreement") with a private lender for a \$7,500,000 loan (the "Acquisition Loan"). A portion of the Acquisition Loan proceeds were used to acquire substantially all of the assets of GreenAcres Markets. The loan is guaranteed by all of the subsidiaries of the Company (the "Guarantors") and secured by substantially all of the assets of the Company and the Guarantors. The Acquisition Loan has a term of three years and interest accrues at a rate of 12% on amounts borrowed. The Acquisition Loan may be prepaid at any time at a premium in the amount of ten percent (10%) of the principal amount of the Acquisition Loan outstanding prior to such prepayment. Payments on the Acquisition Loan are required to be made as follows: \$1,125,000 on first anniversary of the Loan Effective Date, \$1,875,000 on the second anniversary of the Loan Effective Date, and the remaining outstanding principal balance of principal and accrued interest on the third anniversary of the Loan Effective Date.

A copy of the Loan Agreement is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Loan Agreement is qualified in its entirety by reference to the full text of such Loan Agreement.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On July 18, 2024, HCM VI, completed its acquisition of the assets of the Sellers pursuant to the terms of the Purchase Agreement.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On July 18, 2024, HCM VI issued a secured promissory note (the "Note") in the principal sum of \$1,225,000 in favor of GreenAcres Markets of Oklahoma, LLC, pursuant to the terms of the Purchase Agreement. The note matures in five years and has an interest rate of six percent per annum. HCMC may prepay the note in full at any time. HCMC expects the principal amount of the Note to be increased by approximately an additional \$0.5 million in connection with the final determination of inventory value.

The information set forth under Item 1.01 above with respect to the Acquisition Loan is incorporated by reference into this Item 2.03.

Item 8.01. Other Events.

On July 24, 2024, the Company issued a press release in connection with the closing of the transactions contemplated by the Purchase Agreement. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	<u>Asset Purchase Agreement, dated July 18, 2024, by and among Healthy Choice Markets VI, LLC, the Sellers, the Equityholders and Shannon Hoffmann, as the Seller Representative (the exhibits and schedules to Exhibit 2.1 have been omitted in accordance with Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally to the SEC, upon request, a copy of all omitted exhibits and schedules).</u>
10.1	<u>Promissory Note, dated July 24, 2024 issued by Healthy Choice Markets VI, LLC to GreenAcres Markets of Oklahoma, LLC.</u>
10.2	<u>Loan and Security Agreement, dated as of July 18, 2024, by and among Healthy Choice Wellness Corp., a Delaware corporation, the guarantors named therein and Hal Mintz (the "Agent") (the exhibits and schedules to Exhibit 10.1 have been omitted in accordance with Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally to the SEC, upon request, a copy of all omitted exhibits and schedules).</u>
99.1	<u>Press release of HCMC issued on July 24, 2024.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HEALTHIER CHOICES MANAGEMENT CORP.

Date: July 24, 2024

By: /s/ Jeffrey E. Holman
Jeffrey E. Holman
Chief Executive Officer

ASSET PURCHASE AGREEMENT

Among

GreenAcres Markets of Oklahoma, LLC,

GACorp, Inc.

("Sellers"),

the equityholders listed on the signature page hereto

("Majority Equityholders"),

Healthy Choice Markets VI, LLC

("Buyer")

and

Shannon Hoffmann, as Seller Representative

Dated July 17, 2024

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LIST OF EXHIBITS

Annex I	Defined Terms
Exhibit A	Form of Buyer's Note and Security Agreement
Exhibit B	Form of Bill of Sale
Exhibit C	Assignment and Assumption Agreement
Exhibit D	Form of Assignment of Intellectual Property
Exhibit E	Form of Press Release

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 17th day of July, 2024, by and among (i) Healthy Choice Markets VI, LLC, a Florida limited liability company ("Buyer"); (ii) GreenAcres Markets of Oklahoma, LLC, an Oklahoma limited liability company and GACorp, Inc., a Kansas corporation (each, a "Seller"; collectively, the "Sellers"); (iii) the group of equityholders owning the majority interests of the Sellers, specifically all the equityholders listed on the signature page hereto (collectively the "Majority Equityholders"); and (iv) Shannon Hoffmann, as the Seller Representative ("Seller Representative"). Capitalized terms used but not defined herein shall have the meaning given such terms in Annex I attached hereto.

BACKGROUND:

A. Sellers own and operate grocery and specialty food stores located at 8141 E. 21st Street, Wichita, KS 67206 (the "Bradley Fair Store"), 7301 S. Pennsylvania Ave, Suite D, Oklahoma City, OK 73159 (the "Walnut Square Store"), 14 N.W. Sheridan road, Lawton, OK 73505 (the "Lawton Store"), 10555 W. 21st Street, Wichita, KS 67205 (the "21st & Maize Store"), 6574 E. Central Ave., Wichita, KS 67206 (the "Normandie Store" and collectively with the Bradley Fair Store, the Walnut Square Store, the Lawton Store and the 21st & Maize Store, the "Stores").

B. Buyer desires to purchase from Sellers and Sellers desire to sell and assign to Buyer the Purchased Assets, in accordance with the terms hereof.

C. The Majority Equityholders collectively own eighty-four and five hundred seventy-five thousandths percent (84.575%) of the issued and outstanding equity interests in Sellers and will derive substantial benefit from the transaction described in this Agreement.

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

ARTICLE 1

PURCHASE AND SALE OF ASSETS

Section 1.1 Purchased Assets to be Purchased and Sold.

(a) Description of Purchased Assets. At the Closing (hereinafter defined), Sellers shall sell and convey (with respect to owned assets) and assign (with respect to leased assets) to Buyer, and Buyer shall purchase and acquire from Sellers, the Purchased Assets, free and clear of any Encumbrances other than Permitted Encumbrances. For purposes of this Agreement, the "Purchased Assets" shall mean all of Sellers' right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded

Assets), which relate to, or are used or held for use in connection with the operation of the Stores, including, without limitation, the following:

(i) Equipment. All furniture, furnishings, fixtures, walk-in boxes, leasehold improvements, equipment, parts, machinery, and related facilities and all other tangible personal property related to the operation of the Stores (the "Equipment"), and any additions or accessions thereto or substitutions thereto or substitutions thereof or proceeds thereof, subject to the restrictions and limitations of this Agreement;

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(ii) Contracts. All of Sellers' rights under the contracts and agreements described on Schedule 1.1(a)(ii) (the "Contracts");

(iii) Leases. All of Sellers' rights as lessee or lessor pursuant to those real property or personal property leases described on Schedule 1.1(a)(iii) (the "Leases");

(iv) Marks and Names. The exclusive rights to all telephone numbers, trademarks, service marks, including all federal or state registrations or applications for registration of such trademarks or service marks, trade dress, and trade names now or formerly used by Sellers in the operation of the Stores (severally and collectively, the "Marks and Names"), including without limitation those listed on Schedule 1.1(a)(iv);

(v) Records. All of Sellers' forecasts, financial information, vendor and customer lists, supplier lists, employee training and personnel manuals and files, computer records, data related to point-of-sale scanning which includes historical purchase and sales data that is data warehoused, plans, specifications, construction documents, real estate files, environmental studies and reports, inspection reports, surveys, UST registrations and reports, government compliance files, correspondence, and all other records and related files and data, all to the extent applicable to the operation of the Stores (the "Records");

(vi) Permits. All of Sellers' federal, state and local governmental or quasi-governmental permits, licenses, certificates and approvals required for the conduct of its business (or held with respect to the assets and operations of any Store), as described in Schedule 1.1(a)(vi) (the "Permits"), to the extent assignment thereof to Buyer is permitted by applicable law;

(vii) Purchase Orders. All of Sellers' purchase orders;

(viii) Inventory. All customary good and saleable inventories and other personal property held for sale at the Stores (the "Inventory"), and ascribed value pursuant to Section 1.3(b);

(ix) Supplies. All supplies held for use or consumption in the Stores ("Supplies");

(x) Rebates. All rebates of Sellers relating to Inventory purchased by Buyer at the Closing ("Rebates");

(xi) Vehicles. All trucks and other vehicles of Sellers used in the operation of the Stores, and as described in Schedule 1.1(a)(xi);

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(xii) Intellectual Property. All worldwide right, title and interest in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the Intellectual Property;

(xiii) Other Intangible Purchased Assets. All of the computer software, accounting systems, credit card systems, credit card invoice printers, and electronic point of sale devices, money order machines and money order stock, identification signs and sign holders, all training and marketing materials, advertisements and advertising materials and rights, all warranties and guarantees (including without limitation warranties and guarantees for Improvements and Equipment) and utility deposits, and all goodwill and other intangible assets associated with the ownership and operation of Sellers' business (collectively, "Other Intangible Purchased Assets");

(xiv) Leased Property. The real property described on Schedule 1.1(a)(xiv) in which Sellers have a leasehold interest pursuant to the applicable Leases (hereinafter defined), together with Sellers' interest in the rights, easements and appurtenances pertaining thereto, including without limitation, Sellers' interest in any right-of-way or easement over any adjoining property and any right, title and interest of Sellers in and to adjacent streets, alleys or rights-of-way (the "Leased Property"); and

(xv) Other Purchased Assets. All other assets and rights of Sellers that are not Excluded Assets.

(b) Excluded Assets. The assets to be purchased and sold hereunder, and the term "Purchased Assets" as used herein, shall not include the following assets of Sellers existing on the Closing Date (the "Excluded Assets");

(i) Any government permit, license or similar right that is not legally transferable to Buyer;

(ii) All claims and rights of Sellers to federal, state and local income tax refunds, credits and benefits;

(iii) All insurance policies of Sellers and all rights to applicable claims and proceeds thereunder;

(iv) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Sellers, all employee-related or employee benefit-related files or records, other than personnel files of employees of Sellers being hired by Buyer, and any other books and records which Sellers are prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;

(v) All amounts deposited as refundable security deposits with the Sellers' landlords at the Stores attributable to Leases, which, shall be returned to Sellers by Sellers' landlords;

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(vi) All of Sellers' cash and cash equivalents on its books as of the Closing;

(vii) All of Sellers' accounts receivables and credit card receivables, including those receivables for which an amount will be calculated for activity in periods prior to the Closing Date, but is not currently represented in the Financial Statements.

(viii) All personal assets listed at Schedule 1.1(b)(viii).

Section 1.2 Closing Date. Consummation of the sale provided for herein (the “Closing”) shall take place on the second business day following the satisfaction or waiver of all conditions to the obligations of the parties set forth in Article 6 (other than conditions with respect to actions the parties will take at Closing) or such other date as the Buyer and Seller Representative may mutually agree upon in writing (the “Closing Date”). The Closing shall be held electronically by the parties without the need for a physical closing location. At the Closing, Sellers shall convey the Purchased Assets to Buyer by appropriate instruments of transfer and Buyer shall pay the consideration provided in Sections 1.3 and 1.4.

The Closing shall be deemed effective as of 12:00:00 AM eastern time on the Closing Date. All risk of loss with respect to the Purchased Assets shall be borne by Sellers until the Closing, at which time: (i) risk of loss with respect to the Purchased Assets shall be assumed by Buyer; (ii) Sellers shall deliver to Buyer exclusive possession of the Purchased Assets; and (iii) Buyer shall assume operating control of the Stores. Except as otherwise set forth herein, Sellers may cancel all insurance coverage on the Purchased Assets conveyed to Buyer effective at 12:01 a.m., Eastern Time, on the day following the Closing Date.

Section 1.3 Purchase Price.

(a) Amount. The purchase price (the “Purchase Price”) to be paid to Sellers for the Purchased Assets shall be an amount equal to (i) \$4,900,000, plus (ii) the value of the Inventory, as determined in accordance with Section 1.3(b) (the “Inventory Value”), plus or minus (iii) an adjustment for pro-rata payments due for pre-Closing periods or previously paid for post-Closing periods with respect to the Leases (the “Pro-Rata Adjustment”).

(b) Determination of Inventory Purchase Price. The Inventory Value shall be determined as follows:

(i) Closing Non-Perishable Inventory. Buyer and Sellers shall engage a third-party inventory service firm (the “Inventory Team”). The cost of such Inventory Team shall be paid half by Buyer and half by Sellers. The Inventory Team shall conduct a physical inventory (other than Perishables) of each Store on July 31, 2024, or at such other time as the Buyer and Seller Representative shall mutually agree (the “Inventory Time”). The Inventory Team shall agree to and record the quantity of all saleable non-Perishable goods in inventory at each Store as of the Inventory Time. Sellers and Buyer shall have the right to have their respective representatives observe the taking of the inventory provided that such observation rights do not delay the taking of inventory.

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(ii) Perishable Inventory. The parties shall jointly conduct a physical inventory of Perishables on the day prior to Closing to determine the portion of the Inventory Value attributable to Perishables. The valuation of the Inventory pursuant to clauses 1.3(b)(i) and (ii) shall be equal to Sellers’ cost for such Inventory as reported in the Sellers’ inventory system as of close of business on the day immediately prior to Closing, and shall be further adjusted to the extent (A) to the extent the Inventory Team determines that such Inventory is damaged, spoiled or otherwise non-saleable or (B) in accordance with changes in Inventory identified by the Sellers’ inventory management systems prior to the Closing Date.

(iii) Inventory Rollback. In connection with the non-Perishable Inventory, the parties hereto agree to conduct an inventory rollback for the period from the Closing Date until July 31, 2024 or such other date that is designated the Inventory Time (the “Rollback Period”) in accordance with the procedures set forth in Schedule 1.3(b)(iii). During the Rollback Period, Buyer shall (1) continue to purchase Inventory in the ordinary course of business, and (2) not make any material changes to the LOC Software System in place at the Stores. In the event that the Inventory valuation for the Rollback Period results in a percentage variation greater than 15% from \$2,200,000, then the parties agree to conduct a recount of the non-Perishable Inventory as soon as practicable, which the cost of such recount shall be paid half by Buyer and half by Sellers.

(c) Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as provided on the Allocation Schedule attached hereto as Schedule 1.3(c) (the “Allocation Schedule”). The parties agree (i) to jointly complete and timely file Form 8594, and any other required reports in accordance with Section 1060 of the Code, with their respective federal income tax returns for the tax year in which the Closing Date occurs (and any amended Form 8594, if necessary) in accordance with the Allocation Schedule and (ii) that no party will take a position on any report, return, or other documents filed with any governmental authority in any judicial or administrative proceeding, that is in any manner inconsistent with the Allocation Schedule.

Section 1.4 Payment of Purchase Price. The Buyer shall pay the Purchase Price as follows:

(a) at Closing, (i) a cash payment of \$4,175,000 plus or minus any Pro-Rata Adjustment to the Sellers, and (ii) the issuance of a promissory note (the “Buyer’s Note”) to GreenAcres Markets of Oklahoma, LLC in the principal amount of \$1,225,000, together with a security agreement to Sellers (the “Security Agreement,” in the forms attached hereto as Exhibit A.

(b) Within five (5) Business Days following determination of the Inventory Value, all additional Purchase Price attributable to Inventory shall be paid, with such additional Purchase Price being paid in a ratio of cash and an increase in the principal amount of the Buyer’s Note such that (i) twenty-five percent (25%) of the aggregate Purchase Price shall be paid pursuant to the Buyer’s Note and (ii) seventy-five percent (75%) of the aggregate Purchase Price shall be paid in cash.

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(c) The parties intend that GACorp, Inc.’s portion of the Purchase Price, be funded entirely from a portion of the cash payment required in Sections 1.4(a) and (b) above and that GreenAcres Markets of Oklahoma, LLC’s portion of the Purchase Price be funded with a combination of the remaining cash portion and the Buyer’s Note required in Sections 1.4(a) and (b) above.

(d) The parties agree that only \$500,000 of the cash payment made to Sellers pursuant to Section 1.4(a) shall be allocated to the payment for the Inventory Value. For example, if the Closing Inventory is determined to be \$2,000,000, then \$500,000 shall be credited to the cash portion of the payment for the Inventory, resulting in an additional \$1,000,000 due in cash and \$500,000 due as part of the Buyer’s Note.

Section 1.5 No Assumed Liabilities. Except as may be set forth in Section 1.6, Buyer will not assume or have any obligation to pay, perform or discharge any debts, liabilities, obligations, expenses, taxes, contracts or commitments of any kind, character or description, whether known or unknown, choate or inchoate, disclosed or undisclosed, matured or unmatured, accrued, absolute or contingent, of Sellers (the “Liabilities”), which arise out of or relate to the ownership and operation of the Purchased Assets or the Stores prior to the Closing Date, or any Excluded Assets.

Section 1.6 Assumption of Obligations.

(a) Assumed Obligations Defined. As used in this Agreement, “Assumed Obligations” means all Liabilities in respect of the Contracts listed on Schedule 1.6 (the “Assigned Contracts”) but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business (including any gift cards or loyalty program obligations) and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Sellers on or prior to the Closing.

(b) Excluded Obligations and Liabilities Defined. Inasmuch as Buyer is acquiring the Purchased Assets, and not acquiring a business, Buyer shall have no successor liability with respect to the business conducted by Sellers related to the Purchased Assets. As used in this Agreement, the “Excluded Obligations and Liabilities” means

any such successor liability, as well as the following obligations, liabilities, covenants, commitments and undertakings of Sellers:

(i) any liabilities of any Sellers arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other documents and instruments executed in connection with Closing, and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(ii) any liability or obligation other than Assumed Obligations related to the business carried out with the Purchased Assets by Sellers, including, without limitation, all liabilities for, accrued payroll, accrued taxes, taxes, including federal state and local income, franchise, social security, unemployment, or withholding taxes, or penalties, interest, fines or assessments in connection therewith for the period prior to and through the Closing Date;

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(iii) all trade payables incurred by Sellers for goods or services delivered to Sellers;

(iv) except for Transfer Taxes arising as a result of the transactions contemplated by this Agreement (which Transfer Taxes are governed by Section 5.10(a)), any federal, state, local or foreign income or other Tax, including ad valorem property or intangibles Taxes (i) of Sellers or any of their respective Affiliates, (ii) payable with respect to the Purchased Assets or the business conducted by Sellers related to the Purchased Assets for any period prior to the Closing, (iii) incident to or arising as a consequence of the consummation by Sellers of the transactions contemplated by this Agreement (including income Taxes arising as a result of Seller transferring the Purchased Assets), or (iv) payable by Sellers pursuant to Treasury Regulation Section 1.1502-6 (or similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise or (v) any withholding Taxes imposed in connection with the transactions contemplated by this Agreement;

(v) any of the Sellers' obligations, liabilities, covenants, commitments and undertakings under this Agreement or any instrument or agreement entered into pursuant hereto;

(vi) any of the Sellers' product liability for any products, goods or services sold, delivered or performed by Sellers prior to Closing Date;

(vii) any of the Sellers' obligations under any agreement or instrument regarding funded indebtedness, including, without limitation, all existing bank indebtedness, indebtedness from financial institutions, personal indebtedness or lease obligations capitalized in the Financial Statements (it being understood that the foregoing shall be paid in full by Seller at Closing) except as to post-Closing obligations under the Assigned Contracts;

(viii) any accrued and unpaid vacation, holiday, personal leave time, sick leave, or severance benefits or accrued benefits of any nature of any employee, officer and/or director of any of the Sellers as of the Closing Date; any severance pay or other benefits or pension or retirement liability due to any employee employed by any of the Sellers and attributable to employment by any of the Sellers; and any liability for workers compensation or other claims by employees relating to employment by any of the Sellers;

(ix) all of the obligations, liabilities, covenants, commitments and undertakings that accrue or arise prior to the Closing Date under the Assigned Contracts;

(x) any liabilities in respect of any pending or threatened dispute or legal action arising out of, relating to or otherwise in respect of the operation of the business or the Purchased Assets to the extent such action relates to such operation on or prior to the Closing Date;

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(xi) All liabilities, taxes, penalties, interest and sanctions that arise by reason of or relating to any failure by any of the Sellers to comply with the continuation of health coverage requirements of the Code and ERISA, which failure occurred prior to the Closing Date with respect to any current or prior employee of any of the Sellers or any qualified beneficiary of such employee;

(xii) any Liabilities arising out of, in respect of or in connection with the failure by any of the Sellers or any of their Affiliates to comply with any law or governmental order; and

(xiii) all other obligations, liabilities, covenants, commitments and undertakings of any of the Sellers which are not expressly included within the definition of Assumed Obligations.

(c) Payment of Excluded Liabilities and Obligations. The Excluded Obligations and Liabilities shall remain the obligation of Sellers. Any invoices received by Buyer after Closing which relate to goods or services delivered to Sellers prior to and through the Closing Date shall be immediately forwarded to Sellers, and Sellers shall pay the same within ten (10) days after receipt of such invoices. Each Seller covenants and agrees that it will pay, perform and discharge the Excluded Liabilities and Obligations as and when due.

(d) No Assumption of Liabilities. Except for the Assumed Obligations, Buyer is not assuming any of Sellers' liabilities or obligations, whether known or unknown, contingent or realized.

Section 1.7 Withholding Tax. The Buyer and any other applicable withholding agent will be entitled to deduct and withhold from any consideration payable under this Agreement any Taxes or other amounts required under the Code or any applicable law to be deducted, withheld and timely remitted to the applicable taxing authority. To the extent any such amounts are so deducted and withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 1.8 Third Party Consents. To the extent that Sellers' rights under any Contract constituting a Purchased Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Sellers, at their expense, shall use commercially reasonable efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Sellers, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

Section 1.9 Post-Closing Services and Adjustments. Until Buyer instructs Sellers in writing that Sellers' services, accounts or cooperation are no longer needed, Sellers agree to:

(a) (i) continue to transact all merchant payment processing services of the Stores through Sellers existing payment processing accounts and (ii) forward promptly (but in all instances within five (5) Business Days of receipt by Sellers) to an account designated by the Buyer all amounts received by the Sellers through such payment processing accounts;

- (b) keep in place, and pay, all utility accounts of the Stores;
- (c) keep in place existing vendor agreements and accounts for the Stores;
- (d) pay for any product vendor charges for the Stores made by Buyer following the Closing Date that has been billed to Sellers and
- (e) keep in place any service, repair or other contracts related to the operations of the Stores.

Subject to any offset set forth herein or in any of the Transaction Documents, (i) any amounts paid by the Sellers pursuant to Sections 1.9(b) through (e) and (ii) any Pro Ration Payment owed to the Sellers (collectively, the “True Up Amounts”), shall be paid on the date that is sixty (60) days following the Closing Date (the “Initial True Up Date”). Any True Up Amounts incurred or determined after the Initial True Up Date (or incurred prior to such date and not previously reimbursed) shall be paid on each subsequent 30-day anniversary of the Initial True Up Date (each a “Subsequent True Up Date”) to the extent applicable. Any Payroll Reimbursement owed to Sellers shall be paid within five (5) business days following the employee payment date giving rise to any Payroll Reimbursement obligation. In the event that the Sellers owe any amounts to the Buyer for any Pro Ration Payment, such amounts will (y) first, be offset against any payment due to the Sellers pursuant to this Section 1.9 and (z) to the extent any Pro Ration Payment is not offset and remains outstanding, the Sellers shall pay such amounts to the Buyer within thirty (30) days following the Initial True Up Date or the Subsequent True Up Date, whichever true up date gives rise to the outstanding obligation, by wire transfer of immediately available funds to the account(s) specified by the Buyer in writing. Any payment due to the Sellers pursuant to this Section 1.9 shall be made by wire transfer of immediately available funds to the account(s) specified by Seller Representative in writing on the date that is thirty (30) days following the Initial True Up Date or the Subsequent True Up Date, whichever true up date gives rise to the outstanding obligation.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLERS AND THE MAJORITY EQUITYHOLDERS

To induce Buyer to enter into this Agreement and to purchase the Purchased Assets, Sellers and the Majority Equityholders represent and warrant to, and covenant and agree with, Buyer, as of the date hereof and as of the Closing, that:

Section 2.1 Organization and Qualification of Sellers. Each Seller is a corporation or limited liability company duly organized, validly existing and in good standing under the Laws of the state of its formation as set forth on Schedule 2.1 and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the business as currently conducted. No Seller operates in any jurisdiction other than its respective state of formation which requires it to be licensed or qualified to do business in such other jurisdiction.

Section 2.2 Authority of Seller. Each Seller has full corporate or limited liability company power and authority to enter into this Agreement and the other agreements executed by the parties at the Closing (collectively, the “Transaction Documents”) to which such Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each Seller of this Agreement and any other Transaction Document to which such Seller is a party, the performance by such Seller of its obligations hereunder and thereunder and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of such Seller. This Agreement has been duly executed and delivered by each Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of each Seller enforceable against each Seller in accordance with its terms. When each other Transaction Document to which each Seller is or will be a party has been duly executed and delivered by such Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of such Seller enforceable against it in accordance with its terms.

Section 2.3 Authority of Majority Equityholders. Each Majority Equityholder has full individual power to enter into and perform their obligations under the Transaction Documents to which such Majority Equityholder is a party.

Section 2.4 Absence of Conflicts and Consent Requirements. Each Seller's execution and delivery of this Agreement and the other Transaction Documents to which it is a party, and performance of its obligations hereunder and thereunder, including the sale of the Purchased Assets, will not conflict with, violate or result in any default under such Seller's articles of incorporation or bylaws, or articles of organization or operating agreement, as applicable, or under any mortgage, indenture, agreement, instrument or other contract to which such Seller is a party or by which such Seller or its property is bound, nor will they violate any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which such Seller is subject. Except as set forth in Schedule 2.4 hereto, each Seller's execution and delivery of this Agreement and performance of its obligations hereunder, including the sale of the Purchased Assets, will not require the consent of, or any prior filing with or notice to, any governmental authority or other third party.

Section 2.5 Financial Statements. Attached hereto as Schedule 2.5 are true and complete financial statements for Sellers for each Store the calendar (i) year ending December 31, 2023 (“Annual Financial Statements”) and (ii) five (5) months ended May 31, 2024 (“Interim Financial Statements”), together with the Annual Financial Statements, the “Financial Statements”), consisting of Sellers' combining statement of assets, liabilities, and equity (deficit) and related statements of revenue and expenses. The Financial Statements (i) are based on the books and records of Sellers, (ii) have been prepared in accordance with the Seller's standard income tax accounting practices which have been applied on a consistent basis throughout the periods involved, and (iii) present fairly in all material respects the results of the operations of Sellers and each Store, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments. The combining statement of assets, liabilities, and equity (deficit) of the Sellers as of May 31, 2024 is referred to herein as the “Balance Sheet” and the date thereof as the “Balance Sheet Date.”

Section 2.6 Absence of Certain Changes. Since the Balance Sheet Date, except as set forth or referred to in Schedule 2.6 hereto, with respect to the Purchased Assets there has not been:

- (i) any material adverse change in the financial position of Sellers or in the results of its operations (e.g., any such change resulting in a diminution in value of the Sellers by 5% or more);
- (ii) any material adverse change in the condition of the Purchased Assets out of the ordinary course of business by 5% or more;
- (iii) any material damage, destruction or loss (whether or not covered by insurance) adversely affecting the Purchased Assets;
- (iv) any sale, lease, abandonment or other disposition by any Seller of any interest in the Leases, or in any Equipment, other than disposition of such Equipment which was no longer usable in such Seller's business or which was replaced by Equipment of equal or greater value;
- (v) any change in the accounting methods or practices followed by Sellers or in depreciation, amortization or inventory valuation policies theretofore used or adopted;
- (vi) any increase in the compensation paid to management-level employees of any Seller other than customary increases in the ordinary course of

business;

(vii) (i) settled or compromised any Tax Liability, (ii) made, changed or rescinded any Tax election other than elections made on Tax Returns consistent with past practice, (iii) surrendered any right in respect of Taxes, (iv) consented to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes, or (v) amended any Tax Return; or

(viii) any other material adverse change in the business or, to the knowledge of Sellers, prospects of any Seller, other than economic or regulatory changes generally known through the grocery/specialty food store industry as a whole and not unique to the business of any Seller (e.g., any such change resulting in a diminution in value of any Seller by 5% or more).

Section 2.7 Title to Purchased Assets. Sellers have good and valid title to, or a valid leasehold interest in, all of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for those Encumbrances listed in Schedule 2.7 and the following (collectively referred to as "Permitted Encumbrances"):

(a) liens for taxes not yet due and payable;

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(b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business or the Purchased Assets;

(c) easements, rights of way, zoning ordinances and other similar encumbrances which are not, individually or in the aggregate, material to the business or the Purchased Assets, and which do not prohibit or interfere with the current operation of any of the Stores; or

(d) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practice which are not, individually or in the aggregate, material to the business or the Purchased Assets.

Section 2.8 Condition of Certain Tangible Property.

(a) Leased Property. To the Knowledge of Sellers, all buildings and other improvements constructed upon the Leased Property, together with all permanently attached machinery and fixtures, heating, plumbing, electrical, lighting, ventilating and air-conditioning equipment affixed to or located on the Leased Property (the "Improvements") and all electric, gas, water and sewer utilities serving the Stores are in good condition and repair, ordinary wear and tear excepted, and are in compliance with all current laws and regulations. There are no zoning or similar land use restrictions presently in effect which would impair the use of the Stores as a grocery stores, and the Stores are in compliance with all applicable zoning or similar land use restrictions of all governmental authorities having jurisdiction thereof.

(b) Equipment. All of the Equipment is in good operating condition and repair (including routine maintenance) and are adequate for the uses to which they are being put, and no such assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. Prior to Closing, Sellers shall maintain the Equipment and Improvements in accordance with all applicable laws and regulations and Sellers' existing repair and maintenance policies.

(c) Inventory. The type, quantity and quality of Inventory at Closing will be consistent with normal inventory levels historically necessary to conduct each Seller's business in the ordinary course.

(d) Leases. Sellers have delivered or shall deliver, no later than five (5) days following the date of this Agreement, to Buyer true, correct and complete copies of the Leases, including all amendments thereto. Sellers shall not modify, terminate or permit to expire or terminate any Lease prior to Closing without Buyer's written consent. Except for (i) the Leases identified on Schedule 1.1(a)(iii), and (ii) leases that are identified on Schedule 1.1(a)(ii) (Contracts), none of the Leased Property or Equipment is leased by any Seller to any other party and none of the real or tangible personal property (or any interest therein) transferred pursuant to this Agreement is leased by any Sellers from any third party. No Seller nor, to the knowledge of any Seller, the other parties thereto are in default under any of the Leases and all of the Leases are valid and enforceable in accordance with their terms. Not more than one month's rent has been prepaid on any of the Leases. The assignment by each Seller of its rights under the Leases to Buyer, subject only to the obtaining of consents described in Schedule 2.4 with respect thereto, will not violate the terms thereof.

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Section 2.9 PPP Loans. Except as set forth on Schedule 2.9, neither the Sellers nor those certain Affiliates of any Seller which are engaged in the same business as the Seller, have incurred any loan, directly or indirectly, pursuant to the Paycheck Protection Program, established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, as amended or supplemented from time to time by interim rules, policy statements, FAQs or otherwise, or any other lending program authorized by the CARES Act and administered by the Small Business Administration. All loans set forth on Schedule 2.9 have been forgiven in full by the Small Business Administration and Sellers have provided to Buyer true, correct, and complete evidence of the same.¹

Section 2.10 No Litigation. Except as described in Schedule 2.10, there are no claims, actions, suits or other proceedings pending, or to the knowledge of Sellers threatened, against any Seller generally or with respect to the Purchased Assets before any court, agency or other judicial, administrative or other governmental body or arbitrator. Schedule 2.10 identifies all litigation to which any Seller has been a party in the last three years.

Section 2.11 Compliance with Law; Permits.

(a) Sellers have materially complied, and are now materially complying, with all Laws applicable to the conduct of the business as currently conducted or the ownership and use of the Purchased Assets. No Seller has received any written notice of any violation or alleged violation of any Law. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any governmental authority.

(b) All Permits required for each Seller to conduct its business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by such Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Schedule 1.1(a)(vi).

Section 2.12 Taxes.

(a) All Tax Returns required to be filed on or prior to the Closing Date by any Seller or with respect to the Purchased Assets with all taxing authorities have been or prior to the Closing Date will have been duly and timely filed (or valid extensions obtained) and all such Tax Returns are correct and complete; and all Taxes owed by any Seller, whether or not shown or required to be shown on such Tax Returns have been paid and there is no Liability for any Taxes due and payable in connection with such Tax Returns. There are no existing liens for Taxes upon any of the Purchased Assets, except for liens for Taxes which are not yet due and payable. All applicable sales and use Taxes, to the extent due, were paid by Sellers when due.

(b) There has been withheld or collected from each payment made to each employee, equityholder, creditor or owner of Sellers or any other person on the amount of all Taxes (including without limitation federal income Taxes, Federal Insurance Contributions Act Taxes, and state and local income, payroll and wage taxes) required to be withheld or collected therefrom and the same have been paid to the proper Tax depositories or collecting authorities. Sellers have complied with all reporting and recordkeeping requirements under applicable Law.

(c) All ad valorem property taxes for years prior to the calendar year in which the Closing Date occurs imposed on Sellers, with respect to, or which may become a lien on, the Purchased Assets have been paid in full.

(d) There is no proceeding, assessment, adjustment, audit, examination, or claim now pending or, to the Knowledge of the Sellers, threatened, against any Seller or the Purchased Assets in respect of any Taxes. All deficiencies asserted, or assessments in respect to Taxes made against any Seller or with respect to the Purchased Assets have been fully paid.

(e) No Seller has waived (or is subject to a waiver of) any statute of limitations in respect to Taxes agreed to (or is subject to) any extension of the time for assessment of any Taxes relating to the income, revenues, properties or operations of Seller for any period.

(f) There is not and there will not be any Liability for Taxes arising out of, or attributable to, or affecting the Purchased Assets or the business for any period prior to the Closing, or attributable to the conduct of the operations of, or elections made by any Seller at any time for which Buyer will have any Liability at any time for payment or otherwise. There does not exist and will not exist by virtue of the transactions contemplated by this Agreement any Liability for Taxes (except for Transfer Taxes, if any, incident to the consummation of the transactions contemplated hereby, which Taxes are governed by Section 5.10(a) which may be asserted by any governmental authority against the Purchased Assets or the operations of the business).

(g) No claim has ever been made by a governmental authority in a jurisdiction in which any Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction or that it may have to file Tax Returns. Each Seller has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code. None of the Assumed Obligations is an obligation to make a payment that is not deductible under Code Section 280G.

(h) No Seller has participated in any "reportable transaction" as defined in Section 6707A of the Code or Treasury Regulation Section 1.6011-4 (or any predecessor provision).

(i) No Seller is a party to any Tax allocation or sharing agreement. No Seller has been a member of an affiliated group that filed consolidated federal or state income Tax Returns and No Seller has any Liability for the Taxes of any Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

(j) Sellers have made available true and complete copies of all Tax Returns of Sellers for all Tax periods beginning on or after January 1, 2019. Sellers have made available true and complete copies of any examination reports received by Seller, and statements of deficiencies assessed against or agreed to by any Seller, since January 1, 2019.

(k) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to a Seller.

(l) Each Seller is in compliance with all state unclaimed property Laws and has turned over to the appropriate states all unclaimed property in accordance with relevant state unclaimed property Laws and the priority rules with respect thereto.

(m) Within the past ten (10) years, no Seller has been a distributing corporation or a controlled corporation in a transaction intended to qualify under Section 355 of the Code.

(n) Sellers have not (i) elected to defer the payment of any "applicable employment taxes" (as defined in Section 2302(d)(1) of the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act")) pursuant to Section 2302 of the CARES Act or (ii) claimed any "employee retention credit" pursuant to Section 2301 of the CARES Act.

(o) For purposes of this Section 2.12, a Seller shall be deemed to include any predecessor of such Seller, any Person which merged or was liquidated with and into a Seller or any Person from which a Seller incurs a Liability for Taxes as a result of transferee Liability.

Section 2.13 Employee Benefit Plans. Schedule 2.13 contains a true, complete and correct list of any of the following which relate to or cover the employees of any Seller: (i) "employee pension benefit plans" and "employment benefit plans" as defined respectively in Section 3(2) and 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including multiemployer plans as defined in Section 3(37) of ERISA and (ii) any other pension, profit sharing, retirement, deferred compensation, stock purchase, stock option, incentive, bonus, holiday, tuition, vacation, severance, disability, hospitalization, medical insurance or other employee benefit plan or program which any Seller or any subsidiary or any other entity which constitutes a controlled group (within the meaning of Section 4001(b) of ERISA and/or Sections 414(b)-(n) of the Internal Revenue Code of 1986, as amended (the "Code")) maintains or to which Seller or any such other entity has any present or future obligation to contribute (the "Benefit Plans").

Section 2.14 Employee Relations. Inasmuch as Buyer is acquiring the Purchased Assets, and not acquiring a business, Buyer shall have no successor liability with respect to the business conducted by Sellers related to the Purchased Assets including, without limitation, with respect to any Seller's employees.

(a) List of Employees. Schedule 2.14(a) contains a list of all employees of each Seller along with their original hire date, home address, FLSA status and compensation. All accrued wages and other compensation, holiday, vacation or personal leave time as of the Closing Date are the responsibility and liability of Sellers.

(b) Employment Agreements. No employee of any Seller is employed under an employment agreement.

(c) Labor Organizations. No Seller is a party to, and there does not otherwise exist, any union, collective bargaining or similar agreement with respect to employees of Seller. To the Knowledge of Sellers, there is no threatened strike, work stoppage or work slowdown, relating to the Purchased Assets.

(d) Restrictions on Employees. To the Knowledge of Sellers, no employee of any Seller is subject to any agreement with any other person or entity which requires such employee to assign any interest in inventions or other intellectual property or keep confidential any trade secrets, proprietary data, customer lists or other business

information or which restricts such officer or employee from engaging in competitive activities or solicitation of customers.

(e) EEOC: Employee Claims. There are no employee claims for employment discrimination or otherwise against any Seller or any of its agents or employees that are currently pending, or, to the Knowledge of Sellers, threatened.

Section 2.15 Insurance. Schedule 2.15 contains a list of all policies of insurance owned by each Seller and now in effect insuring all of the Purchased Assets and personnel, and sets forth for such policy the name of the insurer, the type of coverage, the amount of coverage, the term thereof and the annual premium. There are no claims related to any Seller's business or the Purchased Assets pending under any such insurance policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. All such policies are in full force and effect, and no Seller has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such insurance policies. Such insurance policies are sufficient for compliance with all applicable laws and contracts to which each Seller is a party or by which it is bound.

Section 2.16 Books and Records: Material Contracts. Sellers have made available and shall continue to make available to Buyer all books and records and other information in Sellers' control or possession or reasonably available to Sellers relating to the Purchased Assets. All such books, records and information are true, correct and complete. Other than as set forth on Schedule 2.16, no Seller is a party to any Material Contracts.

Section 2.17 Environmental.

(a) The operations of each Seller with respect to the business and the Purchased Assets are currently and have been in material compliance with all Environmental Laws. No Seller has received from any Person, with respect to the business or the Purchased Assets, any: (i) environmental notice or environmental claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date. "Environmental Law" means any applicable law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

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(b) None of the business or the Purchased Assets is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(c) There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the business or the Purchased Assets, and no Seller has received an environmental notice that any of the business or the Purchased Assets (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an environmental claim against, or a violation of Environmental Law or term of any environmental permit by any Seller. "Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls. "Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

(d) To the Knowledge of Sellers, there are no active or abandoned aboveground or underground storage tanks owned or operated by any Seller in connection with the business or the Purchased Assets.

(e) There are no off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by any Seller and any predecessors in connection with the business or the Purchased Assets.

(f) No Seller has retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

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(g) No Seller has commissioned or obtained any environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the business or the Purchased Assets which are in the possession or control of any Seller related to compliance with Environmental Laws, environmental claims or an environmental notice or the Release of Hazardous Materials.

Section 2.18 Conduct Prior to Closing.

(a) Ordinary Course of Business. From the date hereof through the Closing Date (the "Interim Period"), each Seller has and will conduct its business only in the ordinary course. Without limiting the generality of the foregoing, each Seller has not or will not:

(i) Cancel any debts or claims in excess of \$5,000, or waive any rights having a value of more than \$5,000, or sell or otherwise dispose of or transfer any of the Purchased Assets, other than by transactions and actions in the ordinary course of business;

(ii) Permit or allow any of the Purchased Assets to be mortgaged, pledged, subjected to security interests or otherwise encumbered;

(iii) Make or incur any account payable other than in the ordinary course of business or incur any unusual or long-term commitment or other obligation in excess of \$5,000 (whether absolute, accrued, contingent or other and whether due or to become due) or otherwise adversely affecting the Purchased Assets;

(iv) Permit or allow any default to occur under any funded indebtedness of Sellers or under any contract or agreement of such Seller, which could have a material adverse effect on such Seller or the Purchased Assets (e.g., resulting in a diminution in value of such Seller or the Purchased Assets by 5% or more);

(v) Grant or pay any increase in salary or other type of bonus or compensation pursuant to any bonus, pension, profit-sharing or other plan or commitment, or otherwise, to any employee, other than customary increases in the ordinary course of business;

(vi) Pay, loan, or advance any amount to or in respect of, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible)

to or enter into any agreement, arrangement or transaction with any equityholder of any of the Sellers, any of its officers or directors, or any affiliate or associate (as the term "associate" is presently defined by the Rules and Regulations promulgated under the Securities Act of 1933, as amended) of any equityholder, or any of their officers or directors, or any business or entity in which any equityholder, any officer or director of any of the Sellers, or any affiliate or associate of any such persons has any direct or indirect interest, except for usual salary and expenses provided in the ordinary course of business;

(vii) Reveal to any third person, any customer lists or other confidential or proprietary information (except if such person is a party to a non-disclosure agreement and has a need to know of such information for legitimate business reasons not adverse to the Purchased Assets or to the business of Seller), or act otherwise in any manner which may adversely affect any of the Purchased Assets or the consideration to be paid by Buyer under this Agreement;

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(viii) Make any capital expenditures or commitments in excess of \$10,000 in the aggregate for additions to property, plant or equipment; or

(ix) Make any change in any method of accounting or accounting practice.

(b) Preservation of Business. During the Interim Period, each Seller has and will use its commercially reasonable efforts to (i) preserve its present business organization intact, (ii) retain the services of its present employees, (iii) preserve the present relationships of such Seller with its customers, suppliers and other persons with whom they have business dealings, (iv) preserve the good will of such Seller's business, and (v) keep Buyer informed of any change in facts or circumstances that would materially affect such Seller's representations, warranties or covenants in this Agreement.

Section 2.19 Suppliers. Schedule 2.19 sets forth (a) each supplier to whom any Seller has paid consideration for goods or services rendered in an amount greater than or equal to \$25,000 in the aggregate during the twelve month period prior to June 30, 2024 (collectively, the "Material Suppliers"); and (b) the amount of purchases from each Material Supplier during such periods. No Seller has received any notice, nor does any Seller reasonably expect that any of the Material Suppliers has ceased, or intends to cease, to supply goods or services to the Stores or to otherwise terminate or materially reduce its relationship with any Seller. There are no outstanding disputes with any Material Supplier, and there have been no such disputes in the 12 months preceding the date of this Agreement. No Seller has any knowledge that any such supplier will materially change its relationship with any Seller, or the terms thereof, as a result of the transactions contemplated by this Agreement.

Section 2.20 Intellectual Property. Sellers own, free and clear from all Encumbrances, or otherwise possess legally enforceable rights to use all of the Intellectual Property necessary to the conduct of the business as it is currently conducted by Sellers (the "Purchased IP"). Schedule 2.20 sets forth a true, correct, and complete list of all Purchased IP for which a registration or application for patent, trademark, service mark or copyright has been filed with or issued by any governmental authority. With respect to such registered Purchased IP, (i) all such Purchased IP is valid, subsisting and in full force and effect and (ii) Sellers have paid all maintenance fees and made all filings required to maintain Sellers' ownership thereof. For all such registered Purchased IP, Schedule 2.20 lists (A) the jurisdiction where the application or registration is located, (B) the application or registration number, and (C) the application or registration date. Sellers' prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. No Seller has violated or infringed upon or otherwise come into conflict with any Intellectual Property of third parties, and no Seller has received any notice alleging any such violation, infringement or other conflict. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks, service marks, logos, and trade dress, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) internet domain name registrations, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

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Section 2.21 Inventory. All Inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice and maintained on the Balance Sheet in accordance with sound accounting principles. All such Inventory is owned by the Sellers free and clear of all Encumbrances and no such Inventory is held on a consignment basis. The quantities of each item of Inventory are reasonable under the present circumstances of each Seller's business.

Section 2.22 Brokers. No agent, broker, investment banker, financial advisor, finder or other Person, except for The Food Partners, LLC ("Seller Advisor"), who shall be paid pursuant to a separate agreement with Sellers, is or will be entitled to receive from the Sellers, the Majority Equityholders, the Seller Representative or their Affiliates any brokerage commission, finder's fee or like payment in connection with any of the transactions contemplated by this Agreement. Purchaser shall not be responsible for any payments due to Seller Advisor.

Section 2.23 No Material Misstatements or Omissions. The representations and warranties of Seller in this Article do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein not misleading as to any material fact.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Sellers and Majority Equityholders to enter into this Agreement and to sell the Purchased Assets, Buyer hereby represents and warrants to Sellers and Majority Equityholders, as of the date hereof and as of the Closing, that:

Section 3.1 Corporate Organization and Authority. Buyer is a limited liability company validly existing under the laws of the State of Florida, with full power and authority to conduct its business as now conducted and to enter into and perform its obligations under this Agreement. Buyer's execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party, and its acquisition of and payment for the Purchased Assets have been duly authorized by all requisite corporate action on the part of Buyer, and this Agreement and the other Transaction Documents to which it is a party constitute Buyer's legal, valid and binding obligations, enforceable against Buyer in accordance with its terms. Buyer is a wholly owned subsidiary of Healthier Choices Management Corp., a Delaware corporation ("Parent").

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Section 3.2 Absence of Conflicts and Consent Requirements. Buyer's execution and delivery of this Agreement and the other Transaction Documents to which it is a party, and performance of its obligations hereunder and thereunder, including the purchase of and payment for the Purchased Assets hereunder, do not and will not conflict with, violate or result in any default under Buyer's Articles of Incorporation or bylaws, or with any mortgage, indenture, agreement, instrument or other contract to which Buyer is a party or by any judgment, order, decree, law, statute, regulation or other judicial or governmental restriction to which Buyer is subject. Buyer's execution and delivery of this Agreement and the other Transaction Documents to which it is a party, and the performance of its obligations hereunder and thereunder, including the purchase of and payment for the Purchased Assets, do not and will not require the consent of, or any prior filing with or notice to, any governmental authority or other third party.

Section 3.3 No Material Misstatements or Omissions. The representations and warranties of Buyer in this Article do not contain any untrue statement of a material fact or

omit to state any material fact necessary to make the statements made therein not misleading as to any material fact.

Section 3.4 Brokers. No agent, broker, investment banker, financial advisor, finder or other Person is or will be entitled to receive from the Buyer or its Affiliates any brokerage commission, finder's fee or like payment in connection with any of the transactions contemplated by this Agreement.

Section 3.5 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price as set forth in Section 1.4 and consummate the transactions contemplated by this Agreement.

Section 3.6 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Sellers, Stores, and the Purchased Assets, and acknowledges that it has been provided access to the personnel, properties, assets, premises, books and records, and other documents and data of Sellers for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Sellers set forth in Article 2 of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Sellers, Majority Equityholders, nor any other Person has made any representation or warranty as to Sellers, the Stores, the Purchased Assets or this Agreement, except as expressly set forth in Article 2 of this Agreement (including the related portions of the Disclosure Schedules).

ARTICLE 4

EMPLOYEE MATTERS

Section 4.1 Employee Matters. (a) Sellers and Buyer shall cooperate and shall take or cause to be taken all action as may be necessary, at Buyer's sole election and within the time provided by ERISA, the Code and other controlling laws and regulations, to: (i) merge Sellers' 401(k) plan with a 401(k) plan maintained by Buyer, or (ii) terminate Sellers' 401(k) plan and permit participants in Sellers' 401(k) plan who are entitled to receive an eligible rollover distribution from Sellers' 401(k) plan to roll over such eligible rollover distribution, as part of a lump sum cash distribution into an Individual Retirement Account or an account under a 401(k) plan maintained by Buyer.

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(b) Notwithstanding anything herein to the contrary, if requested by Buyer, Sellers and Buyer shall cooperate and shall take or cause to be taken all action as may be necessary to merge, freeze, terminate, amend or take any other action with respect to any Benefit Plan that Buyer, in its sole discretion, deems advisable; to take all steps necessary to accomplish such requests; to provide all the required notices to participants and appropriate governmental authorities; to adopt all necessary resolutions and Benefit Plan amendments; and to provide to Buyer satisfactory evidence of the executed documents described in this Section 4.1.

(c) Sellers shall be responsible for terminating the employment of all employees of Sellers as of either (i) the Paychex Onboarding Completion Date, or (ii) the Closing Date (the "Employee Termination Date"), as determined in Buyer's sole discretion, and Sellers shall pay all termination and severance payments and shall be responsible for all claims, costs, expenses and liabilities arising from such terminations. Buyer assumes no obligations or liabilities with respect to any of Sellers' existing employee benefit and pension plans, programs, agreements, arrangements, or policies, whether or not subject to ERISA. All obligations or liabilities whatsoever, whether accruing before or after the Employee Termination Date by reason of Sellers contributing to, maintaining, discontinuing, terminating, or seizing participation in or withdrawing from any employee benefit, welfare, or pension plan or program including, without limitation, severance pay obligations accruing during any employee's employment by Sellers, shall be and remain Seller's sole responsibility and obligation except as otherwise specifically provided herein. Sellers shall be solely responsible for giving all necessary WARN Act notices or other notices to employees required of Sellers by law as a result of the transactions contemplated hereby. Seller shall be responsible for all employee-related lawsuits, discrimination charges, wage and hour audits, workers' compensation claims and unemployment compensation claims ("Employment Claims") of any employee (or former employee) of Sellers that arise or accrue during the employee's employment with Sellers prior to the Closing Date, while Buyer shall be responsible for all Employment Claims of any employee of Sellers who are employed by Buyer that arise or accrue following the Closing Date or during such employee's employment with Buyer.

(d) If Buyer determines that the Employee Termination Date shall be as of the Paychex Onboarding Completion Date, then Buyer agrees to reimburse Sellers for all payroll costs from the day following the Closing Date through the Paychex Onboarding Completion Date (the "Payroll Reimbursement"). Sellers agree to maintain through the Paychex Onboarding Completion Date any insurance policies currently in effect that would provide coverage for any Employment Claims.

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ARTICLE 5

OTHER COVENANTS AND AGREEMENTS

Section 5.1 Press Releases and Announcements. Neither Buyer, Sellers nor Majority Equityholders will prepare or disseminate any press releases, announcements or other disclosures relating to the transactions contemplated hereby without the written consent of the other party, not to be unreasonably withheld or delayed; provided, that this subsection shall not preclude any party from making any disclosure as to the transactions contemplated hereby which the disclosing party reasonably believes is required by applicable law. Each party shall provide the other with the reasonable opportunity to review any such press releases, announcements or other disclosures prior to dissemination. Notwithstanding the foregoing, Buyer is expressly permitted, from and after the date of this Agreement, to make disclosures of the transactions contemplated hereby in connection with Buyer's applying for and obtaining the permits, certificates, licenses and approvals necessary for Buyer to carry on the business as now conducted by Sellers, including without limitation the permits, certificates, licenses and approvals needed for liquor, wine and beer sales. Notwithstanding the foregoing, Buyer and Sellers agree that the language set forth on Exhibit E may be included in a press release by either party or filed by Buyer as part of an 8-k with the US Securities and Exchange Commission regarding this Agreement or the transaction that is the subject of this Agreement without the consent of the other party.

Section 5.2 Maintenance of Records. Inasmuch as certain records of Sellers relating to the business are to be included as Purchased Assets and sold to Buyer hereunder, and certain other of such books, records and documents are Excluded Assets to be retained by Seller hereunder, and Buyer or Sellers may have need to have access to the books, records and documents held by the other after the Closing, Buyer and Sellers agree that they shall each maintain for at least four (4) years after the Closing Date (or for such longer period as may be required by applicable law) the respective books, records and documents sold or retained hereunder. During said period, representatives of Buyer shall be permitted to inspect and make copies of said books, records and documents retained by Sellers and related to the Purchased Assets during normal business hours and upon reasonable notice for purposes related to the continuation by Buyer of the business of Sellers; and representatives of Sellers shall be permitted to inspect and make copies of said books, records and documents sold to Buyer during normal business hours and upon reasonable notice for purposes related to their affairs.

Section 5.3 Further Assurances. Sellers, Buyer, Majority Equityholders and the Seller Representative each hereby covenant and agree with the other that at any time and from time to time they will promptly execute and deliver to the other such further assurances, instruments and documents and take such further action as the other may reasonably request in order to carry out the full intent and purpose of this Agreement.

Section 5.4 Fees and Expenses: Prorations.

(a) Sellers and Buyer shall each bear their own expenses in connection with the negotiation and preparation of this Agreement and the other Transaction Documents, and their consummation of the transactions contemplated hereby and thereby, including without limitation the fees and expenses of their respective counsel, accountants and consultants.

(b) All prorrations and adjustments to be made as of the Closing Date and all determinations of what assets are to be transferred or excluded (other than the Inventory balances) shall be determined as of 12:01 a.m. on the Closing Date. Rebates shall be prorated between the parties based on the Closing Date and number of days in the respective rebate period. Upon receipt of a rebate either prior or subsequent to the Closing Date, the receiving party shall account to the other party and promptly remit the amount due to the other party. Taxes (including ad valorem taxes) and assessments assessed against or with respect to the Purchased Assets, and other items of income or expense shall be prorated as of 12:01 a.m. on the Closing Date. Any post-Closing common area maintenance (CAM) reconciliations related to real property leases of the Seller that relate to any pre-Closing period shall be prorated as of 12:01 a.m. on the Closing Date. All accounts payable of the Business, excluding accounts payable with respect to Inventory, which accrue on or prior to the Closing Date shall be paid by Sellers. All accounts payable of the Business which accrue after the Closing Date shall be paid by the Buyer. All accounts payable for Inventory delivered prior to the Closing Date shall be paid by Sellers. All accounts payable for Inventory delivered at or after the Closing Date shall be paid by Buyer. To the extent not otherwise accounted for or prorated under this Agreement, Buyer and Sellers shall pro-rate (as of the Closing Date), to the extent applicable to the Purchased Assets, all real estate and personal property lease payments and utility charges based on the portion of the billing period the Purchased Assets are owned by such party. Such pro-ration calculation and payments shall take place on the Initial True Up Date (or to the extent necessary, on a Subsequent True Up Date) pursuant to Section 1.9, with the parties to exchange information and work in good faith to determine the appropriate pro-rata amounts owed by either party and make any adjusting payments that may be due as a result of such pro rations. Further, if any other taxes, assessments, expenses and charges cannot be determined on the Closing Date, the proration shall be based on the latest available information, with an ultimate adjustment to be made promptly when actual amounts are available. Any payment due pursuant to this Section 5.4 shall be referred to as a "Pro Ration Payment".

Section 5.5 Trade Secrets; Confidential Information.

(a) General. Each party hereto recognizes and acknowledges that they have had access to certain highly sensitive, special, unique information relating to the operations of the other party hereto that is confidential or proprietary. Each party hereto hereby covenants and agrees that they will not use or disclose of any Confidential Information (hereinafter defined) or trade secrets except to their authorized representatives or except as required by law, regulation or any governmental or judicial authority; provided, however, that the foregoing restrictions shall not apply to items that, through no fault of such party hereto, have entered the public domain.

(b) Confidential Information. For purposes of this Agreement, "Confidential Information" means: (i) any data or information with respect to the business conducted or services provided by any Seller at any of the Stores on the Closing Date that is not generally known by the public and (ii) the existence of the terms of this Agreement. To the extent consistent with the foregoing definition, Confidential Information includes without limitation: (x) reports, training manuals, collection procedures, and financing methods of any of the Sellers, (y) customer lists, and (z) the business plans and financial statements, reports and projections of the businesses conducted by any of the Sellers at any of the Stores.

Section 5.6 Exclusivity. From the date hereof through the Closing, or a sooner date if this Agreement is terminated in accordance with this Agreement, each of the Sellers and Majority Equityholders agree that they will not, and will cause each Seller's officers and directors, agents or representatives not to, directly or indirectly: (a) solicit, initiate or encourage any inquiry, proposal, offer or contact from any person or entity (other than Buyer and its Affiliates and representatives) relating to any transaction involving the sale of any equity interest or assets (other than the sale of Inventory in the ordinary course of business) of any of the Sellers or any acquisition, divestiture, merger, share exchange, consolidation, business combination, recapitalization, redemption, financing or similar transaction involving any of the Sellers (in each case, an "Acquisition Proposal"); or (b) participate in any discussion or negotiation regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any Acquisition Proposal. If any person or entity makes an Acquisition Proposal, Sellers and the Majority Equityholders will promptly notify the Buyer of such Acquisition Proposal and all related details.

Section 5.7 Mail. Sellers hereby irrevocably authorize Buyer after the Closing to receive and open all mail and other communications received by Buyer and addressed or directed to Sellers and, to the extent relating to the Purchased Assets or the Assumed Obligations, to act with respect to such communications in such manner as Buyer may elect. If any such communication does not relate to the Purchased Assets or the Assumed Obligations, Buyer will promptly forward such communication to Sellers. Sellers will, and Majority Equityholders will cause Sellers to, promptly open and deliver to Buyer the original of any mail or other communication received by Sellers after the Closing that relates to the Purchased Assets or the Assumed Obligations. Sellers hereby irrevocably authorize Buyer after the Closing to endorse, without recourse, the name of Sellers on any check or any other evidence of indebtedness received by Buyer on account of any of the Purchased Assets. Buyer shall permit any Majority Equityholder who has an email address provided by a Seller to continue accessing such email address during the first thirty (30) days of the Consulting Period. Additionally, Buyer shall permit Shannon Hoffmann and Dana Dubyak to continue accessing any email address provided to them by Seller for the entire Consulting Period. Following the Consulting Period, Buyer shall deactivate the email addresses set forth on Schedule 5.7 and shall not reissue such email addresses to anyone in the future.

Section 5.8 Access. Prior to Closing, Sellers will provide Buyer and its representatives with reasonable access to the Purchased Assets, and all books and records of Sellers relating thereto, and shall furnish Buyer and its representatives copies of all such books, records, Contracts, Leases and other documents relating to the Purchased Assets as Buyer may reasonably request, for purposes of Buyer conducting its due diligence review of the Purchased Assets and business of Sellers, and Sellers shall update such due diligence materials as applicable. At least seven (7) days prior to the Closing Date, upon prior notice from Buyer, Sellers will provide Buyer and its representatives with reasonable access to the Stores when the Stores are closed for business for purposes of Buyer installing and testing Buyer's point-of-sale computers and other back office systems at the Stores; provided, that all such work shall be performed at Buyer's sole expense, and if for any reason, the Closing does not occur, Buyer shall promptly remove such systems and if the systems of Sellers are displaced by such work, restore the systems of Sellers to the condition such systems existed prior to such work, all at Buyer's sole expense. Buyer and its representatives shall, during any access provided under this Section 5.8, maintain the confidentiality of the transaction contemplated by this Agreement and the existence of this Agreement with regard to any of Sellers' customers, suppliers, and employees. Prior to the Inventory Count, Buyer shall have the right to inspect the stock-keeping unit (SKU) costs previously loaded in the Sellers' inventory system to confirm accuracy.

Section 5.9 Restrictive Covenants.

(a) Sellers and the Majority Equityholders each covenant and agree that for a period of five years following the Closing Date (the "Restricted Period"), Sellers and the Majority Equityholders shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, act as an employee, agent, partner, equity holder, member, investor, director, consultant or in any other capacity assist other Persons to engage in any Competitive Business within the States of Kansas or Oklahoma (provided, however, that beneficially owning the stock or options to acquire stock totaling less than 5% of the outstanding shares in a public company shall not be deemed a violation of this Section). "Competitive Business" means the operation of health food store(s), grocery store(s), and/or farm stand(s) and related retail operation(s) in which sales of food-related products (including but not limited to natural/organic grocery and supplements) similar to those of any Seller.

(b) Sellers and the Majority Equityholders each covenant and agree that during the Restricted Period, Sellers and the Majority Equityholders shall not, and shall not permit any of their respective Affiliates to, whether on behalf of any other Person or its own behalf, directly or indirectly: (i) solicit, encourage, cause or attempt to cause a customer or vendor of any Seller during the six (6) month period immediately prior to the Closing (each, a "Business Party") not to do business with or to reduce any part of its business with the Buyer or its Affiliates; (ii) market, sell or provide any Business Party any services or products competitive with, substantially similar to, or that could be used as a replacement for the types of services and products offered by any Seller immediately prior to Closing; (iii) solicit, encourage, cause or attempt to cause any Person that supplied goods or services to any Seller not to do business with or to reduce any part of its business with the Buyer or its Affiliates; or (iv) inflict harm upon the professional or personal

reputation of the Buyer or any of its Affiliates or make any public statement that disparages the Buyer or any of its Affiliates, including any statement that disparages the products, services, finances, financial condition, capabilities or other aspect of the business of such Person.

(c) Sellers and the Majority Equityholders further covenant and agree that during the Restricted Period, each shall not, and shall not permit any of their respective Affiliates to, whether on behalf of any other Person or its own behalf, directly or indirectly: (i) hire or engage or attempt to hire or engage for employment or as an independent contractor any Person who during the prior six (6) months was employed or engaged by Buyer (each, a "Restricted Employee"); (ii) solicit or encourage any Restricted Employee to terminate his or her employment or independent contractor relationship with the Buyer or its Affiliates; or (iii) in any way interfere with the Buyer's and its Affiliates' business relationships related to its business, including such relationships with its employees, consultants, agents, financing sources or investors. Notwithstanding the foregoing, Sellers and Majority Equityholders shall be permitted to engage Dana Dubyak and Hinman and Associates, LLC, a Kansas limited liability company, to provide professional services to Sellers, and any such engagement shall not be a violation of the restrictive covenants contained herein.

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(d) Sellers and the Majority Equityholders each have carefully read and considered the provisions of this Section 5.9 and, having done so, agree that the restrictions set forth herein are fair and reasonable given the terms and conditions of this Agreement, the nature of each Seller's and each of their Affiliates' business, the area in which each Seller and each of their Affiliates market their products and services, and the consideration being provided pursuant to this Agreement. In addition, Sellers and the Majority Equityholders each specifically agree that the length, scope and definitions used in the covenant not to compete and other restrictions set forth in this Section 5.9 are fair and reasonable. Sellers and the Majority Equityholders each further agree that the restrictions set forth in this Section 5.9 are reasonably required for the protection of the legitimate business interests of the Buyer and its Affiliates. Furthermore, the Majority Equityholders acknowledge and agree that because the Majority Equityholders' abilities and skills are readily useable in a variety of capacities in most geographic areas, the foregoing restrictions do not unreasonably restrict the Majority Equityholders with respect to seeking employment elsewhere in noncompetitive ventures. Thus, Sellers and the Majority Equityholders each agree not to contest the general validity or enforceability of this Section 5.9 before any court, arbitration panel or other governmental body.

(e) Sellers and the Majority Equityholders each acknowledge and agree that its breach of any of the covenants in this Section 5.9 during the Restricted Period shall result in irreparable damage and continuing injury to the Buyer. Therefore, in the event of any breach or threatened breach of such covenants during the Restricted Period, Sellers and the Majority Equityholders each agree that the Buyer and its Affiliates shall be entitled to seek an injunction from any court of competent jurisdiction enjoining such Person from committing any violation or threatened violation of those covenants. All remedies available to the Buyer and its Affiliates by reason of a breach by any of the Sellers or the Majority Equityholders of the provisions of this Agreement are cumulative, none is exclusive and all remedies may be exercised concurrently or consecutively at the option of the Buyer and its Affiliates. In the event of litigation involving this Section 5.9, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorneys' fees and expenses, incurred in connection with any such litigation, including any appeal.

(f) Each of Sellers and Majority Equityholders acknowledge and agree that the provisions of this Section 5.9 shall inure to the benefit of, may be assigned to, and may be enforced by, Buyer's successors and assigns.

(g) As additional consideration for Sellers and Majority Equityholders agreeing to the restrictions set forth in this Section 5.9, each of Barbara Hoffmann, Shannon Hoffmann and John Hoffmann, for so long as the Buyer's Note remains unpaid, shall receive a 20% discount (the "Store Discounts") on all items they purchase from the Stores; provided, however, that the Store Discounts shall not apply to in excess of \$1,000 in purchases for each individual in any calendar month. This right to the Store Discounts is personal to each individual and may not be transferred or used by any other Person. At Closing, Buyer shall provide each individual with the appropriate means for using the Store Discounts at the Stores.

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Section 5.10 Tax Matters.

(a) Transfer Taxes. Buyer, on the one hand, and Sellers, on the other hand, shall each pay 50% of all transfer, documentary, sales, use, stamp, registration, and other such Taxes and fees incurred as a result of the transactions contemplated by this Agreement ("Transfer Taxes"). The party required by applicable Law shall file all necessary Tax Returns and other documentation with respect to such Transfer Taxes. Buyer, on the one hand, and the Seller Representative, on the other hand, as the case may be, shall use their commercially reasonable efforts to make such Tax Returns available for review by Buyer or the Seller Representative, as applicable, sufficiently in advance of the due date for the filing of such Tax Returns to provide Buyer or the Seller Representative, as applicable, with a meaningful opportunity to analyze and comment on such Tax Returns before filing. The Party filing such Tax Returns shall make such changes and revisions to the Tax Returns as are reasonably requested by Buyer or the Seller Representative, as applicable, subject to the consent of the party filing the returns, which consent shall not be unreasonably withheld or delayed. If a demand is made by the State of Kansas or Oklahoma prior to the Closing Date for the payment of Transfer Taxes in the nature of sales and use tax imposed on the transfer of the Purchased Assets from Sellers to Buyer, the amount of sales and use tax so demanded shall be promptly paid by the Sellers directly to the Oklahoma Tax Commission or the Kansas Department of Revenue, as applicable, at Closing, provided, however, that Buyer shall thereafter promptly reimburse Sellers for 50% of such sales and use tax so paid.

(b) Bulk Sales and Successor Liability Laws. Sellers and Buyer acknowledge and agree that the provisions of any "successor liability", "bulk sales", "bulk transfers" or similar Laws pertaining to the transactions contemplated by this Agreement or the sale, transfer or closing of a business, including, but not limited to, Kan. Stat. Ann. § 79-3612 and Okla. Stat. tit. 68, § 1364(H)), including any applicable amendments thereto and any and all regulations relating thereto (collectively, the "Bulk Sales Laws"), shall apply and shall be complied with by the Sellers and Buyer. Any taxes, interest, penalties, fines, liens, fees, delinquencies, additions to tax or other similar amounts incurred by, assessed against, imposed upon or otherwise due from Sellers, directly or indirectly, for which Buyer could become personally liable by reason of such Bulk Sales Laws are hereinafter called "Sellers' Taxes". For purposes of clarity, the term Sellers' Taxes does not include any Transfer Taxes as defined in Section 5.10(a) of this Agreement, which Transfer Taxes are payable by the Sellers and Buyer as set forth in Section 5.10(a). Sellers shall (a) pay all Sellers' Taxes on or before the dates they are due and payable, and (b) timely file any returns related to Sellers' Taxes. Sellers shall indemnify, defend, and hold Buyer harmless from and against any and all losses (including, but not limited to, indirect, special and consequential loss or damages), claims, suits, liabilities, demands, notices, orders, costs, taxes, interest, penalties, fines, additions to tax, all foreseeable or unforeseeable damages, reasonable attorneys' fees and other out-of-pocket costs incurred by, assessed against, imposed upon or otherwise due from Buyer, directly or indirectly, as a result of Sellers' failure to pay any Sellers' Taxes or otherwise relating to, arising out of or resulting from Buyer or Seller's failure to comply with the Bulk Sales Laws. Sellers agree to comply with the following:

(i) Kansas. Before the date of Closing, the Seller shall pay any and all Sellers' Taxes due or accrued to the Kansas Department of Revenue and shall furnish to the Buyer a tax clearance certificate from the Kansas Department of Revenue showing that all tax returns required to be filed by Sellers through the date of Closing have been so filed and all taxes due from Sellers through the date of Closing have been paid. If the Seller has unpaid Sellers' Taxes due to the Kansas Department of Revenue as of the date of Closing, the Sellers shall advise the Buyer in writing as to the amount and nature of each such liability therefore. The Buyer shall withhold a sufficient amount of the Purchase Price to cover the amount of any Sellers' Taxes due and unpaid by the Sellers as of the date of Closing and shall hold such withheld amounts in escrow until the Seller shall furnish the Buyer with a tax clearance certificate from the Kansas Department of Revenue showing that such Sellers Taxes have been paid in full and that Sellers are in full compliance through and including the date of Closing with all Kansas tax laws and the payment of all taxes, fees, charges and similar amounts administered by any Kansas state agency. If the Sellers do not furnish such a tax clearance certificate to the Buyer within twenty (20) days from the date of Closing, the Buyer shall remit the amount of such withheld Purchase Price to be credited against the unpaid Sellers' Taxes to the Kansas Department of Revenue on or before the twentieth (20th) day of the month succeeding the month in which Closing occurred, and Sellers shall remit any additional unpaid Sellers' Taxes directly to the Kansas Department of Revenue by no later than the due date therefore. Within thirty (30) days from the date of Closing, or at the earliest date reasonably possible, Seller shall file its final Kansas sales and use tax return and pay all taxes showing as due thereon.

(ii) Oklahoma. Before the date of Closing, the Sellers shall provide to the Buyer a statement from the Oklahoma Tax Commission of any of Sellers' Taxes, liabilities, delinquencies, assessments or warrants of the Sellers that have not been filed of record, established or become final and which relate to the Seller's business, and further, as of the date of Closing, shall return its Oklahoma sales tax permit to the Oklahoma Tax Commission for cancellation, together with a remittance in full of any unpaid Sellers' Taxes accrued or due and owing for any period ending on or prior to the date of Closing or otherwise including the date of Closing (including but not limited to sales and use tax, employer withholding, income tax, penalties, interest, liens, fees, or other Sellers' Taxes due to the Oklahoma Tax Commission). If the Sellers have unpaid Sellers' Taxes due to the Oklahoma Tax Commission as of the date of Closing, the Sellers shall advise the Buyer in writing as to the amount and nature of each such liability therefore. The Buyer shall withhold a sufficient amount of the Purchase Price to cover the amount of any Sellers' Taxes due and unpaid by the Sellers as of the date of Closing and shall hold such withheld amounts in escrow until the Sellers shall furnish the Buyer with documentation from the Oklahoma Tax Commission showing that such Sellers' Taxes have been paid in full. If the Sellers do not furnish such documentation to the Buyer within twenty (20) days from the date of Closing, the Buyer shall remit the amount of such withheld Purchase Price to be credited against the unpaid Sellers' Taxes, to the Oklahoma Tax Commission, and Sellers shall remit any additional unpaid Sellers' Taxes directly to the Oklahoma Tax Commission by no later than the due date therefore. At the earliest date reasonably possible, and in any case no later than the due date therefore, Sellers shall file their final Oklahoma sales and use tax return and pay all taxes showing as due thereon.

(iii) In addition to any other remedies provided herein, Sellers jointly and severally agree to indemnify, defend and hold Buyer harmless without limitation from and against any and all Losses asserted against, imposed upon, incurred by or otherwise suffered by Buyer, directly or indirectly, arising out of or relating to the failure of Sellers to pay in full the Sellers' Tax and/or the failure of Sellers or Buyer to comply with any of the Bulk Sales Laws.

(iv) The indemnification contained in this Section 5.10 shall survive Closing.

(c) Proration. Ad valorem, property and similar Taxes (but not including income Taxes) and rent, in each case, attributable to the Purchased Assets shall be prorated, as of the Closing, with Sellers paying a fraction thereof based upon the number of days elapsed in the applicable fiscal period prior to the Closing Date and Buyer paying a fraction thereof based upon the number of days elapsed in the applicable fiscal period on and after the Closing Date.

Section 5.11 Name Change. Promptly following Closing, each of the Sellers shall, as mutually approved by the Seller Representative and Buyer, either (i) pursuant to filing with the Secretary of State in the state of formation of such Seller change its legal name such that it shall no longer include the words "GreenAcres" or any variant, extension, abbreviation, derivative or facsimile thereof for any purpose whatsoever, including without limitation the operation or name of any entity or business, and shall execute, deliver and make any governmental filings effectuating such changes with the applicable governmental entities in the State of formation of such Seller, or (ii) file with the Secretary of State in the state of formation of such Seller to dissolve such Seller entity.

Section 5.12 Kansas and Oklahoma Sales Tax Registration. Prior to the Closing, Buyer shall register to do business and to collect sales tax in Kansas and obtain a Kansas sales tax registration number. Promptly following the Closing, Buyer shall register to do business and to collect sales tax in Oklahoma and obtain an Oklahoma sales tax permit.

ARTICLE 6

CONDITIONS TO CLOSING; TERMINATION

Section 6.1 Conditions to Buyer's Obligations. The obligations of Buyer to complete the Closing are contingent upon the fulfillment of each of the following conditions on or before the Closing Date, except to the extent that Buyer may, in its absolute discretion, waive in writing any one or more thereof in whole or in part:

(a) Bringdown. The representations and warranties of Sellers set forth in this Agreement shall be true and correct in all material respects on the Closing Date; all terms, covenants and conditions to be complied with and performed by Sellers under the Agreement on or before the Closing Date shall have been duly complied with and duly performed.

(b) Closing Documents. Sellers shall have delivered to Buyer the following documents and all other instruments of transfer (which shall be in form reasonably satisfactory to Buyer) as are reasonably necessary to convey to Buyer all of the Purchased Assets in accordance with the terms hereof:

(i) A Bill of Sale in the form of Exhibit B, an Assignment and Assumption Agreement in the form of Exhibit C, pursuant to which the Purchased Assets, including the Contracts and Leases under which Seller is a lessee, shall be conveyed and assigned to Buyer and Buyer will assume the Assumed Obligations;

(ii) An Assignment of Intellectual Property, in the form of Exhibit D, pursuant to which certain of the Marks and Names shall be conveyed to Buyer;

(iii) Releases of any Encumbrances on the Purchased Assets;

(iv) The lease assignments for the leases related to the use and rental of the Leased Property; and

(v) A consulting agreement between the Buyer, Shannon Hoffmann and Dana Dubyak, pursuant to which Shannon Hoffmann and Dana Dubyak will provide certain consulting services to the Company for a period of ninety (90) days following the Closing Date (the "Consulting Period").

(c) Consents. The consents described in Schedule 2.4 hereto shall have been obtained in form reasonably satisfactory to Buyer.

(d) No Adverse Proceedings. No action, suit or proceeding before any court or any governmental or regulatory authority shall have been commenced, no investigation by any governmental or regulatory authority shall have been commenced, and no action, suit or proceeding by any governmental or regulatory authority shall have been threatened, against any of the parties to this Agreement, or any of the principals, officers, directors, managers or members of any of them, or any of the Purchased Assets seeking to restrain, prevent or change the transactions contemplated hereby or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

(e) Corporate Approvals. Sellers shall have delivered to Buyer copies of resolutions of the Directors and shareholders and members and managers, as applicable, authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby, which shall be duly certified by the corporate secretary or a manager, as applicable, of Sellers. Sellers shall also have delivered to Buyer a certificate of good standing for Sellers.

Section 6.2 Conditions to Sellers' Obligations. The obligations of Sellers to complete the Closing are contingent upon the fulfillment of each of the following conditions on or before the Closing Date, except to the extent that Sellers may, in their absolute discretion, waive in writing any one or more thereof in whole or in part:

(a) Bringdown. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects on the Closing Date; all terms, covenants and conditions to be complied with and performed by Buyer under the Agreement on or before the Closing Date shall have been duly complied with and duly performed.

(b) Payment of Purchase Price. Buyer shall have paid the Purchase Price in the manner provided in Section 1.4 hereof.

(c) Closing Documents. Buyer shall have delivered to Sellers the following documents:

(i) the Buyer's Note and Security Agreement, duly executed by Buyer; and

(ii) the certificate(s) of exemption for resale applicable to Kansas and to Oklahoma, which the Buyer has completed for purchase of the Inventory; and

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(iii) counterpart copies of the applicable closing documents identified in Section 6.1(b).

(d) No Adverse Proceedings. No action, suit or proceeding before any court or any governmental or regulatory authority shall have been commenced, no investigation by any governmental or regulatory authority shall have been commenced, and no action, suit or proceeding by any governmental or regulatory authority shall have been threatened, against any of the parties to this Agreement, or any of the principals, officers, directors, managers or members of any of them, or any of the Purchased Assets, seeking to restrain, prevent or change the transactions contemplated hereunder or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

Section 6.3 Termination. This Agreement may, by written notice given to Sellers or Buyer, as applicable, prior to the Closing, be terminated:

(a) by (i) Buyer if any representation or warranty made by Sellers or any Majority Equityholder is inaccurate in any material respect or Sellers or any Majority Equityholder has breached any covenant or agreement in this Agreement in any material respect or (ii) Sellers, if any representation or warranty made by Buyer is inaccurate in any material respect or Buyer has breached any covenant or agreement in this Agreement in any material respect;

(b) by (i) Buyer, if any condition in Section 6.1 has not been satisfied or waived in writing by Buyer or if satisfaction of any such condition is or becomes impossible (in either case, for reasons other than the failure of Buyer to comply with its obligations under this Agreement) or (ii) Sellers, if any condition in Section 6.2 has not been satisfied or waived in writing by Sellers or if satisfaction of any such condition is or becomes impossible (in either case, for reasons other than the failure of any Seller or any Majority Equityholder to comply with such party's obligations under this Agreement);

(c) by mutual consent of Buyer and Seller; or

(d) automatically without any notice if the Closing has not occurred by August 31, 2024.

ARTICLE 7

INDEMNIFICATION AND ENFORCEMENT

Section 7.1 Indemnification by Seller and Majority Equityholders. From and after the Closing Date, Sellers and Majority Equityholders, jointly and severally, covenant and agree to and shall defend and indemnify Buyer and its officers, directors, members, agents and affiliates and shall hold them harmless against and with respect to any Loss incurred in connection with, arising out of, resulting from, based on, or relating or incident to any of the following:

(a) Pre-Closing Liabilities. The Purchased Assets or the business conducted with respect thereto, provided that such Loss arises out of, results from, is based on, or relates or is incident to an event, action or omission that occurred prior to the Closing Date.

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(b) Misrepresentation or Breach of Warranty. Subject to Section 7.8, any inaccuracy in or breach of any of Sellers' or Majority Equityholders' representations or warranties set forth in this Agreement or in any of the documents and instruments executed in connection herewith.

(c) Breach of Covenant or Agreement. Any breach or nonfulfillment by any Sellers or Majority Equityholders of any of their covenants, agreements or other obligations set forth in this Agreement or any of the documents and instruments executed in connection herewith.

(d) Excluded Obligations and Liabilities. Any failure by Sellers to pay any Excluded Obligation and Liabilities.

(e) Successor Liability. Any failure to comply with "successor liability," "bulk sales," "bulk transfers" or similar Laws or fraudulent transfer Laws.

Section 7.2 Indemnification by Buyer. From and after the Closing Date, Buyer covenants and agrees to and shall defend and indemnify Sellers and its officers, directors, shareholders, managers, members, agents and affiliates, including Majority Equityholders, and shall hold them harmless against and with respect to any Loss incurred in connection with, arising out of, resulting from, based on, or relating to or incident to any of the following:

(a) Misrepresentation or Breach of Warranty. Any inaccuracy in or breach of any of Buyer's representations or warranties set forth in this Agreement or in any of the documents and instruments executed in connection herewith.

(b) Breach of Covenant or Agreement. Any breach or nonfulfillment by Buyer of any of its covenants, agreements or other obligations set forth in this Agreement or in any of the documents and instruments executed in connection herewith.

(c) Assumed Obligations. Any failure by Buyer to pay any Assumed Obligation.

Section 7.3 Indemnity Claims.

(a) Notice of Claim. If any matter shall arise which constitutes or may give rise to a Loss subject to indemnification by either party as provided in this Agreement (an "Indemnity Claim"), the party seeking to be indemnified shall give prompt written notice (a "Notice of Claim") of such Indemnity Claim to the indemnifying party, setting forth the relevant facts and circumstances of such Indemnity Claim in reasonable detail and the amount of indemnity sought from the indemnifying party with respect thereto, and shall give the indemnifying party continuing notice promptly thereafter as to developments coming to the indemnified party's attention materially affecting any matter relating to such Indemnity Claim.

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(b) Third Party Claims. If any Indemnity Claim is based upon any claim, demand, suit or action of any third party against the party seeking to be indemnified or the Purchased Assets (a "Third Party Claim"), then the party seeking to be indemnified, at the time it gives the other party the Notice of Claim with respect to such Third Party Claim, shall:

(i) Offer to the indemnifying party the option to have the indemnifying party assume the defense of such Third Party Claim, which option shall be exercised by the indemnifying party (if the indemnifying party elects to exercise) by written notice to the party seeking to be indemnified within fifteen (15) days after the indemnifying party receives written notice of the Third Party Claim. If the indemnifying party exercises such option, then the indemnifying party shall, at its own expense, assume the defense of such Third Party Claim, shall upon the final determination thereof fully discharge at its own expense all liability of the party seeking to be indemnified with respect to such Third Party Claim, and shall be entitled, in its sole discretion and at its sole expense but without any liability of the indemnified party therefore, to compromise or settle such Third Party Claim upon terms acceptable to the indemnifying party. From the time the indemnifying party so assumes such defense and while such defense is pursued diligently and in good faith, the indemnifying party shall have no further liability for attorneys' fees or other costs of defense thereafter incurred by the indemnified party in connection with such Third Party Claim; or

(ii) In the event the indemnifying party does not undertake the defense of such Third Party Claim, the party seeking to be indemnified shall conduct such defense as would a reasonable and prudent person to whom no indemnity were available, shall permit the indemnifying party (at the indemnifying party's sole expense) to participate in (but not control) such defense, and shall not settle or compromise such Third Party Claim without the indemnifying party's consent, such consent not to be unreasonably withheld or delayed.

(iii) The provisions of this Section 7.3 of this Agreement shall not be enforced or construed so as to invalidate or impair the protection afforded by any insurance policy maintained by either Buyer or Sellers.

(c) Materiality. For purposes of calculating the amount of any Losses incurred in connection with a breach of any representation or warranty, any references to materiality, material adverse effect or other similar qualification shall be disregarded.

Section 7.4 Survival. The representations and warranties of the Majority Equityholders, Sellers and Buyer, and covenants of Majority Equityholders, Sellers and Buyer made in this Agreement and in all the documents and instruments executed in connection herewith shall survive the Closing. Any claim for indemnification hereunder may be made at any time until the later of eighteen (18) months following the Closing Date; provided, however, (i) any claim for indemnification for a breach of Sections 2.1, 2.2, 2.3, 2.7, 2.12, 2.17, 2.22, 3.1, 3.2, or 3.4 (collectively, the "Fundamental Representations") shall survive until the later of the sixth (6th) anniversary of the Closing Date or the date 90 days after the expiration of the applicable statute or period of limitations, and (ii) any claim for indemnification for a breach of Sections 2.9, 2.13 or 3.5 shall survive until the third (3rd) anniversary of the Closing Date.

Section 7.5 Continued Liability for Indemnity Claims. The liability of any party hereunder with respect to Indemnity Claims shall continue for the applicable survival period set forth in Section 7.4 above and, with respect to any such Indemnity Claims duly and timely made, thereafter until the indemnifying party's liability therefore is finally determined and satisfied. If any Seller shall liquidate or dissolve at any time when any liability of any Seller with respect to Indemnity Claims may thereafter arise or be determined, then at the time of such liquidation or dissolution, such Seller's Majority Equityholders, including any liquidating trust established by them, shall assume such Seller's liability with respect to Indemnity Claims, and unless such Majority Equityholders expressly or by operation of law assume such liabilities, then such Seller's liabilities and obligations to Buyer shall not be deemed to have been paid, discharged or provided for, and such distribution shall be void as against Buyer to the extent of such liabilities.

Section 7.6 Default by Buyer. If Buyer shall be deemed to be in material default hereunder prior to Closing, Sellers shall have the right to terminate this Agreement, and Buyer shall pay Sellers for Sellers' damages incurred as a result of Buyer's default; provided, that Sellers shall not be entitled to make any claim for incidental, consequential, punitive or other indirect damages and Sellers waives any and all right to make a claim or recover for such damages. Buyer shall be deemed to be in material default hereunder if Buyer shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required within the time limits and in the manner set forth in this Agreement, if any representation or warranty made by Buyer herein shall be untrue or incorrect in a material respect, as of the effective date of such representation or warranty or if any condition to Closing set forth in Section 6.2(a), (b), or (c) is not satisfied.

Section 7.7 Default by Seller. If Sellers shall be deemed to be in material default hereunder prior to Closing, Buyer shall have the right to either (i) terminate this Agreement, and Sellers shall pay Buyer for Buyer's damages incurred as a result of Seller's default; provided, that Buyer shall not be entitled to make any claim for incidental, consequential, punitive or other indirect damages and Buyer waives any and all right to make a claim or recover for such damages, or (ii) seek and have specific performance of this Agreement. Sellers shall be deemed to be in material default hereunder if Sellers shall fail, to meet, comply with or perform any material covenant, agreement or obligation on its part required within the time limits and in the manner set forth in this Agreement, or if any representation or warranty made by Sellers herein shall be untrue or incorrect in a material respect, as of the effective date of such representation or warranty or if any condition to Closing set forth in Sections 6.1(a), (b), (d), or (e) is not satisfied.

Section 7.8 Limitations.

(a) The Sellers' and Majority Equityholders' obligation to indemnify the Buyer pursuant to this Article 7 for Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any of the representations or warranties set forth in Article 2, other than the Fundamental Representations, shall not exceed a total of \$4,900,000 (the "Cap"). The Buyer's obligation to indemnify the Seller and the Majority Equityholders pursuant to this Article 7 for Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any of the representations or warranties set forth in Article 3, other than the Fundamental Representations, shall not exceed the Cap.

(b) No party seeking indemnification pursuant to this Article 7 for Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any of the representations or warranties set forth in this Agreement, other than the Fundamental Representations, may recover any Losses unless and until one or more Losses are in excess of \$30,000 (the "Basket"), in which case, such party seeking indemnification shall be entitled to recover all losses so identified, including the Basket amount.

ARTICLE 8

SELLER REPRESENTATIVE

Section 8.1 Seller Representative.

(a) Each Seller Party hereby authorizes, directs and appoints Shannon Hoffmann as the Seller Representative to act as its sole and exclusive agent, attorney-in-fact and representative, with full power of substitution regarding any matter relating to or arising after the date hereof under this Agreement, including determining, giving and receiving notices and processes hereunder, entering into any contracts and delivering any documents required and contesting and settling any and all claims or disputes under Sections 1.3(c) and for indemnification under Article 7 hereof, resolving any other disputes hereunder, performing the duties assigned to the Seller Representative hereunder, making, executing, acknowledging and delivering all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, letters and other writings, and, in general, doing any and all things and taking any and all action that the Seller Representative, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement, and all other Transaction Documents and to engage and employ agents and representatives and to incur such other expenses as the Seller Representative shall reasonably deem necessary or prudent in connection with the foregoing. The Seller

Representative shall have the sole and exclusive right on behalf of any Seller Party to take any action or provide any waiver or receive any notice, in each case with respect to any claims or disputes under Sections 1.3(c) and for indemnification under Article 7 and to settle any claim or controversy arising with respect thereto. Any such actions taken, exercises of rights, power or authority, and any decision or determination made by the Seller Representative, shall be absolutely and irrevocably binding on each Seller Party as if such Seller Party had taken such action, exercised such right, power or authority or made such decision or determination in such Seller Party's individual capacity, and no Seller Party shall have the right to object, dissent, protest or otherwise contest the same. Except to the extent this Agreement obligates any Seller Party to take action following the Closing, any action required to be taken by the Seller Parties hereunder after the date of this Agreement or any action which the Seller Parties, at their election, have the right to take hereunder after the date of this Agreement, shall be taken only by the Seller Representative and no Seller Party acting on such Seller Party's own shall be entitled to take any such action.

(b) The appointment of the Seller Representative as each Seller Party's attorney-in-fact revokes any power of attorney heretofore granted that authorized any other Person or Persons to represent such Seller Party with regard to this Agreement. The appointment of the Seller Representative as attorney-in-fact pursuant hereto is coupled with an interest and is irrevocable. The obligations of each Seller Party pursuant to this Agreement (i) will not be terminated by operation of Law, liquidation, dissolution, bankruptcy, insolvency or similar event with respect to such Seller Party or any proceeding in connection therewith, or any other event, and (ii) shall survive the delivery of an assignment by any Seller Party of the whole or any fraction of its interest in any payment due to it under this Agreement.

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(c) The Seller Representative hereby accepts the foregoing appointment and agrees to serve as the Seller Representative, subject to the provisions hereof, from and after the date hereof.

(d) Buyer may rely exclusively, without independent verification or investigation, upon all decisions, communications or writings made, given or executed by the Seller Representative in accordance with the terms of this Agreement in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby. Buyer is entitled to deal exclusively with the Seller Representative on all matters relating to this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby in accordance with the terms of this Agreement. Any action taken or not taken or decisions, communications or writings made, given or executed by the Seller Representative, for or on behalf of any Seller Party, in accordance with the terms of this Agreement shall be deemed an action taken or not taken or decisions, communications or writings made, given or executed by such Seller Party as provided in this Agreement. Any notice or communication delivered by Buyer to the Seller Representative pursuant to the terms of this Agreement shall be deemed to have been delivered to all Seller Parties. Buyer shall be entitled to disregard any decisions, communications or writings made, given or executed by any Seller Party in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby unless the same is made, given or executed by the Seller Representative.

(e) Notwithstanding anything to the contrary contained in this Agreement, the Seller Representative (in its capacity as Seller Representative only, and not in its capacity as a Seller Party) shall have no Liabilities, duties or responsibilities except those expressly set forth herein and in the other Transaction Documents, and no implied covenants, functions, responsibilities, duties, obligations or Liabilities on behalf of any Seller Party shall otherwise exist against the Seller Representative. The Seller Representative will not be liable to any Seller Party with respect to actions taken or omitted to be taken in its capacity as the Seller Representative under this Agreement (except in the case of bad faith, willful misconduct or fraud by the Seller Representative).

(f) The Seller Representative may resign at any time by giving written notice of resignation to Buyer and the Seller Parties, with such resignation to be effective upon the selection of its successor. Upon the acceptance of any appointment as Seller Representative by a successor Seller Representative, such successor Seller Representative shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the resigning Seller Representative, and the resigning Seller Representative shall be discharged from its duties and obligations as Seller Representative under this Agreement. Any successor Seller Representative shall by means of execution of a counterpart hereof be bound by the terms of this Agreement applicable to the Seller Representative. If there is not a Person serving in the position of Seller Representative, for any reason, and the Seller Parties do not appoint at least one person to serve as Seller Representative within fifteen (15) Business Days of such vacancy, Buyer shall have the right to appoint Barbara Hoffmann as Seller Representative.

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ARTICLE 9

MISCELLANEOUS

Section 9.1 Merger Clause. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 9.2 Amendments. No change, amendment, qualification or cancellation hereof shall be effective unless in writing and executed by the parties hereto by their duly authorized officers, members or managers.

Section 9.3 Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Seller may not assign its rights or delegate its duties hereunder without the prior written consent of Buyer. Buyer may not assign its rights or delegate its duties hereunder without the prior written consent of Seller, except that Buyer may assign its rights and delegate its duties hereunder to an affiliate of Buyer or to a purchaser of all or substantially all of the Purchased Assets without Seller's prior written consent.

Section 9.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.4):

As to Seller and Majority
Equityholders: Shannon Hoffmann
624 E. 65th Terrace
Kansas City, MO 64131
Email: shannonh@greenacres.com

with a copy to: Bever Dye, LC
301 N. Main Street, Suite 600
Wichita, KS 67202
Attn.: Eric S. Parkhurst
Email: eparkhurst@beverdye.com

As to Buyer: 3800 N 28th Way
Hollywood, FL 33020
Attn.: Christopher Santi
Facsimile: (305) 600-5004
Email: csanti@hcmcl.com

with a copy to: Cozen O'Connor
200 S. Biscayne Boulevard, 30th Floor
Miami, FL 33131
Attn.: Martin T. Schrier
Facsimile: (786) 220-0209
Email: mschrier@cozen.com

Any party may change the address(es) to which notices to it are to be sent by giving notice of such change to the other parties in accordance with this Section.

Section 9.5 Headings. The headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

Section 9.6 Governing Law. This Agreement shall be construed under and in accordance with the internal laws of the State of Delaware as applied by the courts of the State of Kansas and applicable federal law. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Kansas and of the United States of America located in Sedgwick County, Kansas for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, and agree not to commence any action, suit or proceedings relating thereto except in such courts.

Section 9.7 Schedules and Exhibits. All of the Schedules and Exhibits hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes.

Section 9.8 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Section 9.9 Time of Essence. Time is of the essence of this Agreement.

Section 9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.11 Interpretation. The article and section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any Article or Section refers to the corresponding Article or Section of this Agreement. Any reference in this Agreement to any Schedule or Exhibit refers to the corresponding Schedule or Exhibit attached to this Agreement and all such Schedules and Exhibits are incorporated herein by reference. The word "including" in this Agreement means "including without limitation." This Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision in this Agreement. Unless the context requires otherwise, any reference to any law will be deemed also to refer to all amendments and successor provisions thereto and all rules and regulations promulgated thereunder, in each case as in effect as of the date hereof and the Closing Date. All accounting terms not specifically defined in this Agreement will be construed in accordance with a income tax accounting principles as in effect on the date hereof (unless another effective date is specified herein). The word "or" in this Agreement is disjunctive but not necessarily exclusive. All words in this Agreement will be construed to be of such gender or number as the circumstances require. References in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be business days. In interpreting and enforcing this Agreement, each representation and warranty will be given independent significance of fact and will not be deemed superseded or modified by any other such representation or warranty.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed under seal as of the day and year first above written.

BUYER:

HEALTHY CHOICE MARKETS VI, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

SELLERS:

GREENACRES MARKETS OF OKLAHOMA, LLC

By: /s/ Barbara Hoffman
Name: Barbara Hoffmann
Title: Chief Executive Officer

GACORP, INC.

By: /s/ Barbara Hoffman
Name: Barbara Hoffmann
Title: Chief Executive Officer

MAJORITY EQUITYHOLDERS:

HOFFMANN'S GREEN INDUSTRIES, INC.

By: /s/ Barbara Hoffman
Name: Barbara Hoffmann
Title: President

[signature page to Asset Purchase Agreement]

/s/ Barbara Hoffman
Barbara Hoffmann

/s/ Shannon Hoffman
Shannon Hoffmann

/s/ John Hoffman
John Hoffmann

/s/ Matt Murray
Matt Murray

SELLER REPRESENTATIVE:

/s/ Shannon Hoffman
Shannon Hoffmann, as Seller Representative

[signature page to Asset Purchase Agreement continued]

LIST OF SCHEDULES

Schedule 1.1(a)(ii)	Contracts
Schedule 1.1(a)(iii)	Leases
Schedule 1.1(a)(iv)	Marks and Names
Schedule 1.1(a)(vi)	Permits
Schedule 1.1(a)(xi)	Vehicles
Schedule 1.1(a)(xv)	Leased Property
Schedule 1.6	Assumed Obligations
Schedule 2.1	Organization and Qualification
Schedule 2.4	Required Consents
Schedule 2.5	Financial Statements
Schedule 2.6	Absence of Changes
Schedule 2.7	Permitted Encumbrances
Schedule 2.10	Litigation Matters
Schedule 2.13	Employee Benefit Plans
Schedule 2.14(a)	List of Employees
Schedule 2.15	List of Insurance Policies
Schedule 2.16	Material Contracts
Schedule 2.19	Suppliers
Schedule 2.20	Intellectual Property

ANNEX I
DEFINED TERMS

The following terms have the meanings specified or referred to in this Annex I:

“Acquisition Proposal” has the meaning set forth in Section 5.6.

“Affiliates” means as to the Person in question, any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question and any successors or assigns of such Persons; and the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Arbitration Firm” means UHY LLP or, if UHY LLP is not available for such assignment or has a conflict of interest, such other nationally recognized independent certified public accounting firm upon which the Buyer and the Seller shall reasonably agree.

“Assigned Contracts” has the meaning set forth in Section 1.6(a).

“Assumed Obligations” has the meaning set forth in Section 1.6(a).

“Balance Sheet” has the meaning set forth in Section 2.5.

“Balance Sheet Date” has the meaning set forth in Section 2.5.

“Basket” has the meaning set forth in Section 7.8(b).

“Benefit Plans” has the meaning set forth in Section 2.13.

“Buyer” has the meaning set forth in the preamble to this Agreement.

“Buyer’s Note” has the meaning set forth in Section 1.4(b).

“Cap” has the meaning set forth in Section 7.8(a).

“Closing” has the meaning set forth in Section 1.2.

“Closing Date” has the meaning set forth in Section 1.2.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Confidential Information” has the meaning set forth in Section 5.5(b).

“Contracts” has the meaning set forth in Section 1.1(a)(ii).

“Consulting Period” has the meaning set forth in Section 6.1(b)(v).

Annex - 1

“Employment Claims” shall have the meaning set forth in Section 4.1(c).

“Encumbrance” means any mortgages, liens (statutory or otherwise), security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, easements, covenants, conditions, reservations, encroachments, hypothecations, equities, restrictions, rights-of-way, exceptions, limitations, charges, possibilities of reversion, rights of refusal or encumbrances of any nature whatsoever

“Environmental Law” has the meaning set forth in Section 2.17(a).

“Equipment” has the meaning set forth in Section 1.1(a)(i).

“Excluded Assets” has the meaning set forth in Section 1.1(b).

“Excluded Obligations and Liabilities” has the meaning set forth in Section 1.6(b).

“Financial Statements” has the meaning set forth in Section 2.5.

“Hazardous Materials” has the meaning set forth in Section 2.17(c).

“Improvements” has the meaning set forth in Section 2.8(a).

“Indemnity Claim” has the meaning set forth in Section 7.3(a).

“Intellectual Property” has the meaning set forth in Section 2.20.

“Interim Period” has the meaning set forth in Section 2.18(a).

“Inventory” has the meaning set forth in Section 1.1(a)(viii).

“Inventory Team” has the meaning set forth in Section 1.3(b).

“Inventory Time” has the meaning set forth in Section 1.3(b)(i).

“Knowledge” means (a) actual knowledge or (b) the knowledge that would be expected of a reasonable person after reasonable investigation of the matter at issue. Seller will be deemed to have knowledge of a matter if any of Shannon Hoffmann, Barbara Hoffmann, Shawna Thompson, or Dana Dubyak has knowledge of such matter.

“Law” has the meaning set forth in Section 2.11(a).

“Leased Property” has the meaning set forth in Section 1.1(a)(xv).

“Leases” has the meaning set forth in Section 1.1(a)(iii).

“Loss” or “Losses” means losses, damages, claims, suits, liabilities, demands, lien, deficiencies, judgments, notices, orders, costs, Taxes, interest, penalties, fines or expense of whatever kind, including, but not limited to indirect, special and consequential loss or damages, foreseeable or unforeseeable damages, reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder.

Annex - 2

“Majority Equityholders” has the meaning set forth in the preamble to this Agreement.

“Marks and Names” has the meaning set forth in Section 1.1(a)(iv).

“Material Contract” means, with respect to the Seller, (i) each contract or agreement to which the Seller is a party involving aggregate annual consideration payable to or by the Seller of \$20,000 or more (other than purchase orders in the ordinary course of the business of the Seller and other than contracts that by their terms may be terminated by the Seller in the ordinary course of its business upon less than 60 days’ notice without penalty or premium) and (ii) all other contracts or agreements material to the business, operations, condition (financial or otherwise), performance, properties or liabilities of the Seller.

“Material Suppliers” has the meaning set forth in Section 2.19.

“Notice of Claim” has the meaning set forth in Section 7.3(a).

“Other Intangible Purchased Assets” has the meaning set forth in Section 1.1(a)(xiv).

“Paychex Onboarding Completion Date” means the Business Day immediately following the date that the Buyer receives notification from its Paychex that all of the documentation and onboarding requirements for the employees of the Seller have been completed to permit them to be Buyer employees.

“Payroll Reimbursement” has the meaning set forth in Section 4.1(d).

“Perishables” means produce, meats, seafood, dairy, eggs and cooked food items.

“Permits” has the meaning set forth in Section 1.1(a)(vi).

“Permitted Encumbrances” has the meaning set forth in Section 2.7(a)-(d).

“Person” means an individual, corporation, partnership, association, trust, any unincorporated organization or group (within the meaning of Section 13(d)(3) of the Exchange Act).

“Pro-rata Adjustment” has the meaning set forth in Section 1.3.

“Pro Ration Payment” has the meaning set forth in Section 5.4.

“Purchase Price” has the meaning set forth in Section 1.3(a).

“Purchased Assets” has the meaning set forth in Section 1.1(a).

“Purchased IP” has the meaning set forth in Section 2.20.

“Rebates” has the meaning set forth in Section 1.1(a)(x).

Annex - 3

“Records” has the meaning set forth in Section 1.1(a)(v).

“Refunds” means deposits and prepaid expenses, other than Rebates.

“Release” has the meaning set forth in Section 2.17(c).

“Security Agreement” has the meaning set forth in Section 1.4(b).

“Seller Party” means, collectively, Sellers and Majority Equityholders.

“Seller Representative” has the meaning set forth in the preamble to this Agreement.

“Sellers” has the meaning set forth in the preamble to this Agreement.

“Store(s)” has the meaning set forth in the Background to this Agreement.

“Store Discounts” has the meaning set forth in Section 5.9(g).

“Supplies” has the meaning set forth in Section 1.1(a)(ix).

“Tax” or “Taxes” means (a) all taxes (including any tax on or based upon net income, or gross income, or income as specially defined, or earnings, or profits, or selected items of income, earnings or profits) and all gross receipts, sales, use, ad valorem, transfer, franchise, escheat or unclaimed property (whether or not treated as a tax under applicable Law), license, withholding, payroll, employment, excise, severance, occupation, premium, property or windfall profits taxes, real property tax, alternative or add-on minimum taxes, estimated, entertainment, amusement, healthcare (whether or not treated as a tax under applicable Law), or other taxes, customs duties, fees (including accounting, financial advisor and legal fees directly associated therewith), assessments or charges of any kind whatsoever (whether paid directly or by withholding), together with any interest and any penalties, additions to tax, charges duties or additional amounts, imposed by any governmental authority and (b) any Liability for the payment of any amount of the type described in the immediately preceding clause (a) as a result of (i) being a “transferee” (within the meaning of Section 6901 of the Code or any other applicable Law) of another person or a member (or ceasing to be a member) of an affiliated or combined group (or being included (or required to be included) in any Tax Return thereto), (ii) being (or ceasing to be) a member of an affiliated, consolidated, unitary or combined group or (iii) a contractual obligation or otherwise.

“Tax Return” means any report, return, declaration, statement or other information, in whatever form or medium, required to be supplied to a governmental authority in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes.

“Third Party Claim” has the meaning set forth in Section 7.3(b).

“Transaction Documents” has the meaning set forth in Section 2.2.

“Treasury Regulations” means the regulations promulgated under the Code, including any temporary regulations.

Annex - 4

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE REQUIREMENTS OF OR EXEMPTIONS UNDER SUCH ACT AND LAWS AND, IN THE CASE OF ANY TRANSFER PURSUANT TO SUCH EXEMPTIONS, UNTIL PAYOR SHALL HAVE RECEIVED THE WRITTEN OPINION OF COUNSEL OF RECOGNIZED STANDING REASONABLY ACCEPTABLE TO COUNSEL TO HOLDER TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

PROMISSORY NOTE

\$1,225,000

July 18, 2024

FOR VALUE RECEIVED, the undersigned, HEALTHY CHOICE MARKETS VI, LLC (“Payor”), hereby promises to pay to the order of GreenAcres Markets of Oklahoma, LLC, (“Holder”), the original principal amount of One Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,225,000.00) (the “Principal Amount”), in lawful money of the United States of America, together with interest accrued thereon, at the rate and on the terms set forth in this Promissory Note (this “Note”).

1. Payment of Interest and Principal.

(a) Rate of Interest. Interest on the unpaid Principal Amount shall accrue commencing on the date hereof at a rate per annum equal to six percent (6%) (the “Interest Rate”). All computations of interest hereunder shall be made on the basis of a year of 365 or 366 days, as applicable.

(b) Payment.

(i) Payments. Commencing on the first day of the first calendar month following the date of this Note, and continuing on the first day of each and every month thereafter, Payor shall pay to Shannon Hoffmann as Holder’s representative and administrative agent (“Agent”), for the benefit of Holder, monthly payments of principal and accrued interest on the outstanding principal balance of this Note, amortized over a period of five (5) years. Payments shall be made in accordance with the Exhibit A attached to this Note. The aggregate Principal Amount, all accrued and unpaid interest, all fees, and all other amounts outstanding under this Note shall be due and payable on the Maturity Date, or such earlier date resulting from acceleration of the obligations hereunder by Holder or by operation of law. “Maturity Date” means the earliest of (i) at Payor’s option upon the occurrence of an Event of Default hereunder or under any documents executed in connection with this Note, or (ii) the date that is five (5) years after the date of this Note.

(ii) Manner of Payment. Payments under this Note will be by wire transfer of immediately available funds to Holder’s account at a bank specified and paid as specified in writing to Payor by Agent.

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(iii) Application. All payments shall be applied first toward the costs and fees incurred by Agent, on behalf of Holder, in enforcing its rights hereunder or under the Security Instrument (as defined in Section 3), second to accrued interest on the unpaid Principal Amount, and third to reduce unpaid Principal Amount inverse to the chronological order of maturity.

(iv) Late Fees. Any payment not made timely (a “Late Payment”) shall be subject to a late fee of 1% of the amount of the Late Payment.

(c) Prepayment. Payor may, at its option, at any time or from time to time prepay the outstanding Principal Amount or any accrued but unpaid interest, in each case in whole or in part, without penalty or premium, provided that any such prepayment of any outstanding amount of principal shall be accompanied by the payment of all accrued but unpaid interest on the amount of principal being prepaid, plus any costs and fees incurred by Agent, on behalf of Holder, in enforcing its rights hereunder or under the Security Instrument.

(d) Rank. This Note ranks pari passu with all other Notes (as defined below), with respect to both any lien and any payment obligation of the Payor. The Notes will be subject to the terms of that certain Subordination Agreement, dated of even date herewith, by and among [Lender], the Company and each holder of Notes (the “Subordination Agreement”). Other than the Senior Debt (as defined in the Subordination Agreement), no indebtedness of the Company, either now or hereafter while this Note is outstanding, is or will be senior to this Note in right of payment, whether with respect to interest, damages or upon liquidation or dissolution or otherwise, with respect to the assets of the Company. Holder acknowledges that this Note is one of a series of Promissory Notes of like tenor (collectively, the “Notes”) issued pursuant to the Purchase Agreement.

2. Events of Default; Remedies.

(a) The occurrence of any one or more of the following events with respect to Payor shall constitute an event of default (“Event of Default”) hereunder:

(i) If Payor fails to pay when due (whether by acceleration or maturity or otherwise) (A) any payment of principal, interest or other amount owing under this Note or (B) any other amount payable to Holder under the Note or the Security Instrument within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof.

(ii) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a “Bankruptcy Law”), Payor shall (A) commence a voluntary case or proceeding; (B) consent to the entry of an order for relief against it in an involuntary case; (C) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (D) make an assignment for the benefit of its creditors; or (E) admit in writing its inability to pay its debts as they become due.

(iii) Any person presents a petition or application for the winding-up, administration or dissolution of Payor that has not been stayed or dismissed within sixty (60) days of its filing.

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(iv) If a court of competent jurisdiction enters an order or decree under any law that (A) is for relief against Payor under Bankruptcy Law in an involuntary case; (B) appoints a trustee, receiver, assignee, liquidator or similar official for Payor or substantially all of Payor’s properties; or (C) orders the liquidation of Payor, and in each case the order or decree is not dismissed within 60 days.

(v) Payor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Payor under this Note or the Security Instrument and not specifically described in this Section 2 or in the default section of the Security Instrument; provided, however, that if such failure by its nature can be cured, then so long as the continued operation, safety and value of the Collateral, and the priority, validity and enforceability of the liens created by the Security Instrument, are not impaired, threatened or jeopardized, then Payor shall have a period of thirty (30) days after Payor receives written notice of such failure (the “Cure Period”) to cure the same and an Event of Default shall not be deemed to exist during the Cure Period; provided, however, that upon the

occurrence of Agent, on behalf of Holder, having to issue more than 2 written notices of a Cure Period, there shall be considered an Event of Default.

(b) Subject to the Subordination Agreement, upon the occurrence and during the continuation of an Event of Default hereunder (unless any such Event of Default has been cured or waived by Agent, on behalf of Holder), Agent, on behalf of Holder, may, at its option, (i) by written notice to Payor, declare the entire outstanding Principal Amount of this Note, together with all accrued interest thereon and any other amounts due Holder from Payor under this Note, immediately due and payable, and (ii) exercise any and all rights and remedies available to it under applicable law, including, without limitation, the right to collect from Payor all sums due under this Note and enforce all remedies under the Security Agreement or any guaranties.

3. Security. The Notes are secured by a certain Security Agreement (the "Security Instrument"), dated of even date herewith, executed and delivered by Payor for the benefit of Holder and such other holders of Notes, encumbering certain interests in personal property more particularly identified as the Collateral in the Security Instrument. The Holder appoints Shannon Hoffmann as collateral agent pursuant to the Security Instrument. All of the agreements, conditions, covenants, provisions and stipulations contained in the Security Instrument are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. In addition, the rights of the Holder pursuant to the Security Instrument will be subject to [Subordination]. Until all amounts outstanding under this Note have been paid in full, the Payor shall not incur, create, or assume any debt or liability that is senior in priority to payment of this Note other than the Senior Debt.

4. Rescission of Payments. If at any time any payment made by the Payor under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Payor or otherwise, the Payor's obligation to make such payment shall be reinstated as though such payment had not been made.

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5. Rights Cumulative. The remedies of Agent, on behalf of Holder, as provided in this Note shall be cumulative and concurrent, may be pursued singly, successively, or together at the sole discretion of Agent, on behalf of Holder, and may be exercised as often as occasion for their exercise shall occur, and in no event shall the failure to exercise any such right or remedy be construed as a waiver or release of it. The remedies set forth herein shall be in addition to, and not in lieu of, any other additional rights or remedies Agent, on behalf of Holder, may have at law or in equity. Agent is authorized to take all actions on behalf of Holder to enforce Holder's rights and remedies at law or in equity.

6. Offset. This Note is being issued in connection with the Asset Purchase Agreement, dated as of the date hereof, by and between Payor, GreenAcres Markets of Oklahoma, LLC, an Oklahoma limited liability company and GACorp, Inc., a Kansas corporation, and the other persons named therein (the "Purchase Agreement") and Payor shall have the right to offset any amounts due hereunder against any amounts Finally Determined to be owed by Holder to Payor in connection with its indemnification obligations set forth in the Purchase Agreement and in connection with any other claims Payor may have against Holder pursuant to the terms and conditions of the Purchase Agreement, and, if Payor exercises such right of offset, then the Payor's failure to pay any such offset amounts hereunder as a result shall not be deemed an Event of Default. Any outstanding principal and/or accrued and unpaid interest under this Note which are offset against such amounts shall be deemed paid and satisfied in full. "Finally Determined" means when a claim or dispute has been finally determined by a court of competent jurisdiction or other agreed-upon governing body and either (a) no associated appeal has timely been sought if capable of being sought, or (b) any and all appellate rights properly exercised have otherwise been exhausted.

7. Governing Law. The execution, delivery and performance of this Note shall be governed by and construed in accordance with the laws of the State of Delaware without reference to choice-of-law or conflicts of law principles thereof. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Kansas and of the United States of America located in Sedgwick County, Kansas for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, and agree not to commence any action, suit or proceedings relating thereto except in such courts.

8. Binding Effect; Waiver. This Note shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives, as applicable; provided, however, that Payor may not assign its rights and/or obligations hereunder without the prior written consent of the other party hereto. The parties shall not be deemed to waive any of its rights hereunder unless such waiver be in writing and signed by the party to be bound by such waiver and no indulgence, delay or omission in exercising any of its rights shall operate as a waiver of such rights and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

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9. Waiver of Jury Trial; Jurisdiction and Venue. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST ANY PARTY HERETO CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OR PERFORMANCE OF THIS NOTE OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH. IN THE EVENT ANY SUCH SUIT OR LEGAL ACTION IS COMMENCED BY EITHER PARTY HERETO, EACH PARTY HEREBY EXPRESSLY AGREES, CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF KANSAS WITH RESPECT TO SUCH SUIT OR LEGAL ACTION, AND EACH PARTY ALSO EXPRESSLY CONSENTS AND SUBMITS TO AND AGREES THAT VENUE IN ANY SUCH SUIT OR LEGAL ACTION IS PROPER IN SAID COURTS AND HEREBY EXPRESSLY WAIVES ANY AND ALL PERSONAL RIGHTS UNDER APPLICABLE LAW OR IN EQUITY TO OBJECT TO THE JURISDICTION AND VENUE IN SAID COURTS.

10. Waiver of Notice. The Payor hereby waives demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity, and diligence in taking any action to collect sums owing hereunder.

11. Collection. If this Note is collected through any legal proceedings at law or in equity or in bankruptcy, receivership or other court proceedings, Payor promises to pay all reasonable out-of-pocket costs and expenses of collection including, but not limited to, court costs and the reasonable and documented out-of-pocket attorneys' fees of Holder.

12. Severability. Any term or provision of this Note that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

13. Notices. All notices to be given hereunder shall be made in conformity with the Purchase Agreement.

14. Surrender and Cancellation. After all principal and accrued interest at any time owed on this Note has been paid in full, this Note will be surrendered to Payor for cancellation and will not be reissued.

15. Modifications. This Note may not be modified or amended other than by an agreement in writing signed by Payor and Agent, on behalf of Holder.

16. Counterparts. This Note may be executed in one or more counterparts (including by facsimile, e-mail or other means of electronic transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

17. ENTIRE AGREEMENT. THIS NOTE AND THE PURCHASE AGREEMENT AND THE GUARANTY REFERENCED HEREIN CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF AND THEREOF. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND THIS NOTE AND THE PURCHASE AGREEMENT REFERENCED HEREIN MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, Payor has caused its duly authorized representative to execute and deliver this Note on the date first written above.

PAYOR:

HEALTHY CHOICE MARKETS VI, LLC,
a Florida limited liability company

By: /s/ Christopher Santi

Name: Christopher Santi

Title: President

Acknowledged and accepted:

By: /s/ Shannon Hoffman

Shannon Hoffmann, as Sellers' Representative

[Signature Page to Promissory Note]

EXHIBIT A
Payment Schedule

LOAN AND SECURITY AGREEMENT

Dated as of July 18, 2024

by and among

**HEALTHY CHOICE WELLNESS CORP.,
As the Borrower,****HEALTHY CHOICE MARKETS, INC.,
HEALTHY CHOICE MARKETS 2, LLC,
HEALTHY CHOICE MARKETS 3, LLC,
HEALTHY CHOICE MARKETS 3, REAL ESTATE, LLC,
HEALTHY CHOICE MARKETS IV, LLC,
HEALTHY CHOICE MARKETS V, LLC,
HEALTHY CHOICE MARKETS VI, LLC,
HEALTHY U WHOLESALE, INC.,
THE VITAMIN STORE, LLC,
HEALTHY CHOICE WELLNESS, LLC,
and HEALTHY CHOICE WELLNESS II, LLC,
As the Guarantors,****Hal Mintz,
As the Agent**

and

The Lenders Party Hereto

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- Exhibit B - Guaranty
- Exhibit C-1 - Borrower Pledge Agreement
- Exhibit C-2 - Borrower Security Agreement
- Exhibit C-3 - Guarantor Security Agreement
- Exhibit D - Collateral Assignment of Contract Rights

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement, dated as of July 18, 2024 (this “Agreement”), is made among **Healthy Choice Wellness Corp.**, a Delaware corporation (the “Borrower”), **Healthy Choice Markets, Inc.** (dba “Ada’s Natural Market, Inc.”), a Florida corporation, **Healthy Choice Markets 2, LLC** (dba “Paradise Health & Nutrition”), a Florida limited liability company, **Healthy Choice Markets 3, LLC** (dba “Mother Earth’s Storehouse”), a Florida limited liability company, **Healthy Choices Markets 3, Real Estate LLC**, a New York limited liability company, **Healthy Choice Markets IV, LLC** (dba “Green’s Natural Foods”), a Florida limited liability company, **Healthy Choice Markets V, LLC** (dba “Ellwood Thompson’s”), a Florida limited liability company, **Healthy Choice Markets VI, LLC**, a Florida limited liability company (“Healthy Choice Markets VI”), **Healthy U Wholesale, Inc.**, a Florida corporation, **The Vitamin Store, LLC**, a Florida limited liability company, **Healthy Choice Wellness, LLC**, a Florida limited liability company, and **Healthy Choice Wellness II, LLC**, a Florida limited liability company (collectively the “Guarantors”) and **Hal Mintz** (the “Agent”), and each of the lenders initially a signatory hereto together with their successors and assignees under Section 10.8 (the “Lenders”).

RECITALS:

WHEREAS, the Lenders have agreed to make a term loan to the Borrower for working capital, secured by, among other things, (a) a first-lien security interest in all of Borrower’s personal property, and (b) an unconditional guarantee from the Guarantors in favor of the Lenders secured by a first-lien security interest in all of the personal property of each Guarantor, on terms and subject to the provisions contained herein;

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.1. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Advance” means an advance under Section 2.1.

“Affiliate” means any Person which, directly or indirectly, controls or is controlled by or is under common control with another Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or by contract or otherwise.

“Agent” has the meaning specified in the preamble.

“Agreement” has the meaning specified in the preamble.

“Approved Fund” means (a) any fund, trust, real estate investment trust, or similar entity that invests in loans and other assets in the ordinary course of business and is advised or managed by (i) a Lender, (ii) an Affiliate of a Lender, (iii) the same investment advisor that manages a Lender or (iv) an Affiliate of an investment advisor that manages a Lender or (b) any finance company, insurance company or other financial institution which warehouses loans for any Lender or any Person described in clause (a) above.

“Anti-Terrorism Laws” means any Legal Requirement relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, corruption, and any regulation, order, or directive promulgated, issued or enforced pursuant to such laws, all as amended, supplemented or replaced from time to time.

“Bankruptcy Code” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, administration, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and permitting a debtor to obtain a stay or a compromise of the claims of its creditors or affecting the rights of creditors generally, including for greater certainty any provisions of corporate statutes of like effect, where such statutes are used by a Person to propose an arrangement.

“Borrower” has the meaning specified in the preamble.

“Borrower Pledge Agreement” means the Pledge Agreement among the Agent on behalf of the Lenders and the Borrower, executed and delivered simultaneously

with this Agreement, in the form attached hereto as Exhibit C-1, as amended or supplemented from time to time.

“Borrower Security Agreement” means the Security Agreement among the Agent on behalf of the Lenders and the Borrower, executed and delivered simultaneously with this Agreement, in the form attached hereto as Exhibit C-2, as amended or supplemented from time to time.

“Business Day” means a day of the year on which banks are not required or authorized to close in New York, New York.

“Capital Lease” means any obligation to pay rent or other amounts under a lease of (or other agreement conveying the right to use) any property (whether real, personal or mixed, immovable or movable) that is required to be classified and accounted for as a capitalized lease obligation under GAAP.

“Cash Interest” has the meaning specified in Section 2.3.

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“Change of Control” means the occurrence of any of the following events: (i) any Person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) (i) shall, directly or indirectly, have acquired beneficial ownership or control of (x) 35% or more on a fully diluted basis of (1) the voting interests in the Equity Interests in Borrower and/or (2) the economic interests in the Equity Interests in Borrower, other than Jeffrey Holman; (ii) shall, directly or indirectly, have obtained the power (whether or not exercised) to elect a majority of the members of the board of directors (or similar governing body) of the Borrower; (iii) the failure of the Borrower to own beneficially and control 100% of the outstanding Equity Interests of each Guarantor and to retain management control of each Guarantor; or (iv) Jeffrey Holman is no longer the chief executive officer of the Borrower performing the same or similar role that he is performing on the Closing Date; provided, that, to the extent Jeffrey Holman dies or becomes incapacitated and is no longer able to serve in such capacity, the Borrower shall have thirty (30) days to select a replacement reasonably satisfactory to the Agent.

“Closing Date” means the date on which each of the conditions precedent listed in Section 5.1 shall have been satisfied to the satisfaction of the Agent.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

“Collateral” means the collateral under the Collateral Documents.

“Collateral Assignment Agreement” means the Collateral Assignment of Contract Rights between the Agent on behalf of the Lenders, and Healthy Choice Markets VI, LLC, executed and delivered simultaneously with this Agreement, in the form attached hereto as Exhibit D.

“Collateral Documents” means (i) the Borrower Pledge Agreement, (ii) the Borrower Security Agreement, (iii) the Guarantor Security Agreement, (iv) the Collateral Assignment Agreement, and (v) any other security instruments or security documents delivered in connection herewith or therewith.

“Commitment” means, as to each Lender, such Lender’s obligation to make the Advance on the Issue Date, in an amount up to, but not exceeding the amount set forth for such Lender on Schedule A as such Lender’s “Commitment Amount.”

“Control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Controlled Account” means any deposit account, checking account or other bank or securities account in which Agent has a security interest or Control as Collateral pursuant to a Deposit Account Control Agreement or similar agreement.

“Debt” means (without duplication), for any Person, (a) indebtedness of such Person for borrowed money or arising out of any extension of credit to or for the account of such Person (including, without limitation, extensions of credit in the form of reimbursement or payment obligations of such Person relating to letters of credit issued for the account of such Person) or for the deferred purchase price of property or services; (b) indebtedness of the kind described in clause (a) of this definition which is secured by (or for which the holder of such debt has any existing right, contingent or otherwise, to be secured by) any Lien upon or in Property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness or obligations; (c) all obligations as lessee under any Capital Lease; (d) all contingent liabilities and obligations under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (c) above; and (e) any monetary obligation of a Person under or in connection with a sale-leaseback or similar arrangement.

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“Debtor Laws” means all applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization or similar laws including the Bankruptcy Code, or general equitable principles from time to time in effect affecting the rights of creditors generally.

“Default” means any event the occurrence of which does, or with the lapse of time or giving of notice or both would, constitute an Event of Default.

“Deposit Account Control Agreements” means those deposit control agreements among the Loan Parties, Agent and a depository bank, and with respect to other Controlled Accounts specified by Agent pursuant to this Agreement, and other similar documents, as any of the foregoing may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Dollars” and “\$” mean dollars in lawful currency of the United States of America.

“Embargoed Person” has the meaning specified in Section 7.16.

“Environmental Laws” means all Legal Requirements and Permits imposing liability or standards of conduct for or relating to the regulation and protection of human health, safety, the workplace, the environment and natural resources, and including public notification requirements and environmental transfer of ownership, notification or approval statutes.

“Equity Interests” means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of that Person’s equity capital, whether now outstanding or issued or acquired after the Closing Date, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations, or any other equivalent of any such ownership interest.

“ERISA” has the meaning specified in Section 7.17.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) which is a member of the same controlled group of corporations or group of trades or businesses under common control with the Borrower or is treated as a single employer together with the Borrower under Section 414 of the Code or Title IV of ERISA.

“Face Amount” means \$7,500,000.00.

“GAAP” shall mean generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the Securities and Exchange Commission, which are applicable to the circumstances as of the date of determination.

“Governmental Authority” means any (domestic or foreign) federal, state, county, municipal, parish, provincial, or other government, or any department, commission, board, court, agency, or any other instrumentality of any of them or any other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of, or pertaining to, government, including, without limitation, any arbitration panel, any court, or any commission.

“Government Lists” has the meaning specified in Section 6.19.

“Guarantors” has the meaning specified in the preamble.

“Guarantor Security Agreement” means the Security Agreement among the Agent on behalf of the Lenders and each Guarantor, executed and delivered simultaneously with this Agreement, in the form attached hereto as Exhibit C-3, as amended or supplemented from time to time.

“Guaranty” means that certain guaranty made by the Guarantors in favor of the Agent on behalf of the Lenders, executed and delivered simultaneously with this Agreement, in the form attached hereto as Exhibit B.

“Highest Lawful Rate” means the maximum non-usurious legal interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged, or received with respect to the Note or on other amounts, if any, due to any Lender pursuant to this Agreement or any other Loan Document under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect.

“Indemnitee” has the meaning specified in Section 10.5.

“Interest Expense” means, for a Person for a period, total interest expense for such Person for such period, as determined in accordance with GAAP.

“Issue Date” means the date on which the Note is issued pursuant to this Agreement.

“Interest Payments” has the meaning specified in Section 2.3. “Legal Requirement” means any order, constitution, law, ordinance, principle of common law, regulation, rule, statute or treaty of any applicable Governmental Authority.

“Lender” has the meaning specified in the preamble.

“Lien” means any security interest, mortgage, pledge, hypothecation, charge, claim, option, right to acquire, adverse interest, assignment, deposit arrangement, encumbrance, restriction, statutory or other lien, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any financing lease involving substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“Loan Documents” means this Agreement, the Note, the Collateral Documents, the Guaranty, and any document or instrument executed in connection with any of the foregoing.

“Loan Parties” means the Borrower, the Guarantors and each other Person (other than any Lender or the Agent) that is or may become a party to this Agreement or any other Loan Document.

“Material Adverse Effect” means (i) a material adverse effect on the transactions contemplated hereby (including a material adverse effect on the ability of any party hereto to perform its obligations hereunder), (ii) a material adverse effect on the business, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of the Borrower or a Guarantor, if any, that is material to the Borrower or a Guarantor with respect to their obligations under this Agreement or the other Loan Documents, other than as a result of adverse economic conditions in the United States generally or as a result of any act or omission contemplated by this Agreement or (iii) a material adverse effect upon any material portion of the Collateral, or the priority of any Liens granted to Agent and Lenders in or to the Collateral (other than a lien for real estate taxes that are not yet due or owing, or a lien as a result of voluntary and intentional discharge of the Liens by Agent and Lenders).

“Maturity Date” means the earliest to occur of (a) the date that is three (3) years after the Closing Date and (b) such earlier time to which the Obligations may be accelerated under Section 9.1.

“Note” means, collectively, the promissory notes issued under this Agreement pursuant to Section 2.2.

“Obligations” means all of the obligations of each Loan Party now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses, indemnification or otherwise. The term “Secured Obligations”, as used in the Security Agreement shall have the same meaning as Obligations herein.

“OFAC” has the meaning specified in Section 6.19.

“Participant” has the meaning specified in Section 10.8(b).

“Participant Register” has the meaning specified in Section 10.8.

“Patriot Act Offense” has the meaning specified in Section 6.19.

“Payment Date” has the meaning specified in Section 2.30.

“Permits” has the meaning specified in Section 6.16.

“Permitted Debt” has the meaning specified in Section 8.2.

“Permitted Liens” has the meaning specified in Section 8.4.

“Person” means an individual, partnership, limited liability company (including a business trust or a real estate investment trust), joint stock company, trust, unincorporated association, corporation, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Prepayment Premium” has the meaning specified in Section 3.2.

“Register” has the meaning specified in Section 10.8.

“Responsible Officer” means with respect to the Borrower, the chief financial officer, the chief executive officer, the manager or president.

“Sanctioned Country” means a country subject to a sanctions program maintained under any Anti-Terrorism Law.

“Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

“Securities Act” means the Securities Act of 1933, as amended.

“Solvent” means, at any time with respect to any Person, that at such time such Person (a) is able to pay its Debts as they mature and has (and has a reasonable basis to believe it will continue to have) sufficient capital (and not unreasonably small capital) to carry on its business consistent with its practices as of the date hereof, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business and (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature.

“Taxes” shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against any Loan Party or the Collateral or part thereof, together with all interest and penalties thereon.

“Term” shall mean the entire term of this Agreement, which shall expire upon repayment in full of the Obligations and full performance of each and every obligation to be performed by Borrower pursuant to the Loan Documents.

“Term Loan” means the secured term loan consisting of a single term loan in an aggregate principal amount equal to the Face Amount.

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SECTION 1.2. Terms Generally. The definitions in Section 1.1 apply equally to both the singular and plural forms of the terms defined. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be construed as if followed by the words “without limitation”. The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement (including the Exhibits hereto) in its entirety and not to any part hereof, unless the context otherwise requires. All references herein to Articles, Sections, and Exhibits are references to Articles and Sections of, and Exhibits to, this Agreement unless the context otherwise requires. Unless the context otherwise requires, any references to any agreement or other instrument or statute or regulation are to such agreement, instrument, statute or regulation as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provisions). Any reference in this Agreement to a “day” or number of “days” (without the explicit qualification of “business”) shall mean a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular day, and such day is not a Business Day, then such action or notice shall be deferred until, or may be taken or given on, the next Business Day.

SECTION 1.3. Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, unless otherwise specified herein the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

SECTION 1.4. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 7.2.

ARTICLE II.

AMOUNTS AND TERMS OF THE ADVANCE

SECTION 2.1. Advance. The Lenders agree, on the terms and conditions hereinafter set forth, to make an advance (“Advance”) on the date hereof consisting of the Term Loan in an amount equal to the Face Amount minus any cost, fees, and expenses to be paid to the Agent and Lenders as provided herein in excess of any deposits paid to the Lenders prior to the date hereof, including, without limitation, all reasonable legal fees, costs, and expenses incurred by Lenders in connection with the Term Loan. The amount outstanding on such Term Loan shall be payable in accordance with Section 3.1 hereof and shall mature and all outstanding principal thereof, together with accrued and unpaid interest thereon, shall be due and payable on the Maturity Date.

SECTION 2.2. The Note. The Borrower shall execute and deliver to each Lender to evidence the Advance, a term note (the “Note”) in the collective amount of the Face Amount. The Note shall be substantially in the form of Exhibit A hereto with the blanks appropriately filled, and shall mature on the Maturity Date, at which time all principal and interest then outstanding thereunder shall become due and payable.

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SECTION 2.3. Interest and Amortization.

(a) Generally. Subject to Section 3.2, the outstanding principal amount of each Term Loan shall bear interest from and including the Issue Date in an amount equal 12% per annum, or, upon the occurrence and during the continuance of an Event of Default shall be the lesser of (x) 18% per annum and (y) the Highest Lawful Rate (“Cash Interest”).

(b) Accrued and unpaid Cash Interest is due and payable on each Payment Date (as defined herein) in arrears in cash, commencing on July 18, 2024, in accordance with Section 3.1(c). Except as provided in the first sentence of this Section 2.3(b), payment of Cash Interest is to be made on the last day of each calendar quarter (or, if

not a Business Day, the immediately preceding Business Day, each such payment date, a "Payment Date"), for interest accrued through such Payment Date (calculated based on the principal amount outstanding from time to time during such month) (the "Interest Payments").

(c) All computations of interest hereunder pursuant to this Article II shall be made on the basis of a year of 360 days for the actual number of days (including the first day and the last day) occurring in the period for which such interest is payable.

(d) Amortization. In addition to the payment of Cash Interest, the Borrower shall make the following payments towards reduction of outstanding principal of the Term Loan: \$1,125,000 on first anniversary of the Closing Date, \$1,875,000 on the second anniversary of the Closing Date, and the remaining outstanding principal balance on the Maturity Date.

(e) Wire Transfers. The Borrower shall pay each payment of Cash Interest and of principal by wire transfer of immediately available funds to an account specified in the Agent has specified to the Borrower in writing.

SECTION 2.4. Costs and Expenses. The Borrower agrees to reimburse Agent and Lenders for all out-of-pocket costs and expenses, including, without limitation, reasonable legal expenses and documented reasonable attorneys' fees, incurred by Agent and Lenders in connection with the (i) due diligence in connection with, and documentation, negotiation and consummation of, the transactions contemplated hereunder and any other transactions between the Borrower, Agent and Lenders in connection therewith, including, without limitation, Uniform Commercial Code and other public record searches and filings and overnight courier or other express or messenger delivery; (ii) collection, protection or enforcement of any rights in or to the Collateral; (iii) collection of any Obligations; (iv) enforcement of this Agreement or any other Loan Document (including, without limitation, any costs and expenses of any third party provider engaged by Agent for such purpose); and (v) ongoing monitoring by the Agent in connection with the Loan Documents.

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ARTICLE III.

PAYMENTS, PREPAYMENTS, INCREASED COSTS AND TAXES

SECTION 3.1. Payments.

(a) Each Interest Payment due under the Note (other than at the Maturity Date) shall be payable in cash to the Agent, on behalf of the Lenders, by the Borrower in accordance with the wire instructions set forth on Schedule B hereto or as the Agent and the Borrower may otherwise agree.

(b) The outstanding principal balance of the Term Loan shall be payable in three installments in cash as follows: \$1,125,000 on first anniversary of the Closing Date, \$1,875,000 on the second anniversary of the Closing Date, and the remaining outstanding principal balance on the Maturity Date, when all unpaid principal of, and accrued and unpaid interest on, the Term Loan shall be due and payable in cash.

(c) Whenever any payment owed under the Note shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or fee, as the case may be.

SECTION 3.2. Prepayments. The Borrower may, upon at least five (5) Business Days' (or such shorter period as is acceptable to Agent) prior written notice to the Agent, prepay the entire outstanding balance of the Obligations, provided that the Borrower pays a prepayment premium in the amount of ten percent (10%) of the principal amount of the Term Loan outstanding prior to such prepayment (such prepayment premium, the "Prepayment Premium"). Such notice shall be irrevocable and the payment amount specified in such notice shall be due and payable on the prepayment date described in such notice. Any amount of the Term Loan which is prepaid in accordance with this Section 3.2 may not be reborrowed. Any prepayment shall be applied first to accrued and unpaid interest and then to outstanding principal.

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SECTION 3.3. Payments and Computations. So long as the Maturity Date has not yet occurred, payments made hereunder shall be applied, (i) first, to fees and reimbursable expenses of Agent and Lenders then due and payable pursuant to any of the Loan Documents; (ii) then payments matching specific scheduled payments then due shall be applied to those scheduled payments; (iii) then to accrued and unpaid Cash Interest; (iv) then to principal. All principal and interest payments, including any prepayments, shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses required hereunder shall be apportioned ratably among the Lenders. At any time after the Maturity Date, all payments remitted to Agent by the Borrower and all proceeds of Collateral (including casualty and condemnation proceeds) or any enforcement action (including any payments on any Guaranty) received by Agent shall be applied as follows:

- (a) first, to Agent and Lenders for fees, reimbursable expenses or indemnity claims then due and payable pursuant to any of the Loan Documents;
- (b) second, to Lenders, ratably, to pay interest due and payable in respect of the Term Loan until paid in full;
- (c) third, to Lenders, ratably, to pay principal of the Term Loan until paid in full;
- (d) fourth, to Agent and Lenders pay any other Obligations then due and payable until paid in full; and
- (e) lastly, to the Borrower or such other Person entitled thereto under applicable law.

As used herein, "paid in full" means payment in cash or immediately available funds or transfer of other assets accepted by the Agent on behalf of the Lenders such that following such payment there are no other Obligations outstanding in favor of Lenders.

SECTION 3.4. Taxes.

(a) Any and all payments by the Borrower under the Note shall be made, in accordance with Section 3.1, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, in the case of any Lender (i) taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Lender is organized or any political subdivision thereof or in which the Lender's applicable lending office is located and (ii) taxes attributable to the relevant recipient's failure to comply with Section 3.4(c). If the Borrower shall be required by law to deduct any such amounts from or in respect of any sum payable under the Note to the Lenders, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.4) the Lenders receive an amount equal to the sum it would have received had no such deductions been made, (ii) Borrower shall make such deductions and (iii) Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. The Borrower further agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made under the Note or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or the Note.

(b) The Borrower will indemnify the Lenders for the full amounts payable pursuant to Section 3.4(a) (including, without limitation, any such amounts imposed by any jurisdiction on amounts payable under this Section 3.4) paid by the Lenders and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, regardless of whether such amounts were correctly or legally asserted.

(c) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 3.4 shall survive the payment in full of principal and interest under the Note.

ARTICLE IV.

SECURITY

SECTION 4.1. Grant of Security Interest. Each Loan Party and the Agent have entered into the applicable Collateral Documents in order to grant to Agent, on behalf of Lenders, a first priority lien and security interest in and to the Collateral (as defined the Collateral Documents) described in the Collateral Documents, to secure prompt repayment of any and all Obligations and in order to secure prompt performance by Borrower of its covenants and duties under the Loan Documents.

SECTION 4.2. Delivery of Additional Documentation Required. The Borrower and each Guarantor shall execute and deliver to the Agent, on behalf of Lenders, prior to or concurrently with the Borrower's execution and delivery of this Agreement and at any time thereafter at the request of the Agent, all financing statements, continuation financing statements, fixture filings, security agreements, assignments, endorsements of certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Agent may reasonably request, in forms satisfactory to the Agent, to perfect and maintain perfected the Agent's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents.

ARTICLE V.

CONDITIONS OF LENDING

SECTION 5.1. Conditions Precedent to the Advance. The obligation of the Lenders to make the Advance is subject to the prior satisfaction (or waiver in writing), as determined by Agent, of each of the following conditions precedent as of the date hereof and to the Agent's continued satisfaction on the Closing Date:

(a) Agent shall have received on the date hereof, in form and substance satisfactory to the Agent, on behalf of the Lenders:

(i) for each Lender, a promissory note in the form of the Note in the principal amount of such Lender's Commitment Amount, duly executed by the Borrower and payable to such Lender (such promissory notes collectively representing the aggregate amount of the Term Loan);

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(ii) this Agreement, duly executed by the Borrower and each Guarantor;

(iii) a certificate of a Responsible Officer of the Borrower, and each Guarantor certifying (A) that the resolutions of the manager or others performing similar functions with respect to each of them, as applicable, approving and authorizing the execution, delivery, and performance by the Borrower, and each Guarantor of each Loan Document to which it is a party, the notices and other documents to be delivered by each of them pursuant to each Loan Document to which it is a party, and the transactions contemplated thereunder, (B) the names of the Responsible Officers authorized to sign the Loan Documents and their true signatures, (C) the Loan Party's charter documents and bylaws in effect as of the Closing Date and (D) copies of the organization documents of such Loan Party as in effect on the Closing Date certified by the appropriate Secretary of State as to the continued existence and good standing of the Loan Party in each jurisdiction where it is organized or qualified to do business;

(iv) the duly executed Guaranty;

(v) the duly executed Collateral Documents;

(vi) Each deposit account of a Loan Party maintained at Bank of America, Wells Fargo or Rondout Savings Bank on the Closing Date shall be subject to an automatic daily sweep to a Controlled Account;

(vii) duly completed UCC financing statements, as applicable and where appropriate, fixture filings, with respect to all Collateral of the Borrower and the Guarantors, for filing in all jurisdictions as may be necessary or, in the opinion of the Agent, desirable to perfect the security interests created in such Collateral pursuant to the applicable Loan Documents;

(viii) evidence of insurance and loss payee endorsements required hereunder and certificates of insurance policies and/or endorsements naming Agent as additional insured or loss payee, as applicable;

(ix) such other documents and instruments with respect to the transactions contemplated hereby as the Agent may reasonably request.

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(b) Costs and Expenses. In accordance with Section 2.4 hereof, the Borrower shall have paid all out-of-pocket costs and expenses of the Agent and Lenders as required by this Agreement or any other Loan Document incurred as of the date hereof, including reasonable fees, charges, and disbursements of counsel to the Agent and the Lenders (directly to such counsel if requested by the Agent), which costs and expenses may be deducted from the funding of the Advance pursuant to Section 2.1 at the discretion of the Agent.

(c) Perfection. Agent shall have received evidence, satisfactory to Agent, of the perfection and first priority status of its security interests in the Collateral.

(d) No Material Adverse Effect. Since the date of formation of the Borrower, (a) there has been no Material Adverse Effect, and (b) there has been no circumstance, event or occurrence, and no fact is known to any Loan Party that would reasonably be expected to result in a Material Adverse Effect.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES

In order to induce the Agent and Lenders to enter into this Agreement, the Loan Parties, jointly and severally, represent and warrant to the Agent and Lenders as of the date hereof that:

SECTION 6.1. Existence. Each of the Borrower and each Guarantor is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated or organized and is duly qualified or licensed to do business in all jurisdictions where the Property owned or the business transacted by it makes such qualification necessary and where the failure to be so qualified would have a Material Adverse Effect.

SECTION 6.2. Power and Authorization. The Borrower and each Guarantor is duly authorized and empowered to execute, deliver, and perform its obligations under each Loan Document and all corporate or other action on the part of each of the Borrower and each Guarantor requisite for the due execution, delivery, and performance of each Loan Document has been duly and effectively taken.

SECTION 6.3. Binding Obligations. Each Loan Document to which any Loan Party is a party constitutes the legal, valid and binding obligations of such Loan Party and is enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

SECTION 6.4. No Conflict. The execution, delivery and performance by the Borrower and each Guarantor of this Agreement and the other Loan Documents to which the Borrower or each Guarantor is or is to become a party and the transactions contemplated hereby and thereby: (i) do not require the approval or consent of, or filing with, any governmental agency or authority other than those already obtained, (ii) do not contravene any Legal Requirement applicable to or binding upon the Borrower or any Guarantor and (iii) are not in contravention of the terms of the articles or certificate of incorporation, bylaws, operating agreements, other organizational documents or any contractual obligations of the Borrower or Guarantors.

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SECTION 6.5. Taxes; No Outstanding Charges. Each Loan Party has timely filed or caused to be timely filed all federal, state, province, and foreign income tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on such returns or on any assessment received by it to the extent that such taxes have become due, except for such taxes and assessments as are being contested in good faith in appropriate proceedings and reserved for in accordance with GAAP. All governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments or ground rents, in each case, which may become a Lien on any Collateral, which previously became due and owing have been paid.

SECTION 6.6. Compliance with Law. The business and operations of each of the Borrower and each Guarantor, as conducted, are in compliance in all material respects with all Legal Requirements.

SECTION 6.7. Title to Property; Absence of Financing Statements; Priority of Liens. Each Loan Party has good and marketable title to the Collateral it owns, and all of the Collateral is owned by the Loan Parties. Except as provided herein or in connection with Permitted Liens, there is no financing statement, security agreement, chattel mortgage, real estate mortgage or other document filed or recorded with any filing records, registry or other public office, that purports to cover, affect or give notice of any present or possible future lien on, or security interest in, the Collateral, or any rights relating thereto. The security interests and Liens granted to Agent in the Collateral under this Agreement and each Security Document constitute valid and perfected first priority Liens.

SECTION 6.8. Litigation. There are no actions, suits, proceedings or, to the Loan Parties' actual knowledge, investigations, of any kind pending or threatened against any Loan Party or concerning the Collateral, before any court, tribunal or administrative agency or board that, if adversely determined, might, either in any case or in the aggregate, reasonably be expected to materially adversely affect the properties, assets, financial condition or business of any Loan Party, or materially impair the right of the Loan Parties, considered as a whole, to carry on business substantially as now conducted by them, or result in any substantial liability not adequately covered by insurance, or for which adequate reserves are not maintained on the balance sheet of the Borrower or which question the validity of this Agreement or any of the other Loan Documents, or might impair or prevent any action taken or to be taken pursuant hereto or thereto.

SECTION 6.9. Judgments. There are no outstanding orders, injunctions or decrees of any Governmental Authority with respect to any Loan Party or the Collateral.

SECTION 6.10. Solvency. Each Loan Party is Solvent (which, for this purpose, shall be determined without giving effect to any "balloon" payment or amount owed under the Loan Documents not yet due and payable) and will continue to be Solvent after the creation of the Obligations.

SECTION 6.11. No Material Adverse Effect. Since the date of formation of the Borrower and each Guarantor, (a) there has been no Material Adverse Effect, and (b) there has been no circumstance, event or occurrence, and no fact is known to the Borrower or any Guarantor that would reasonably be expected to result in a Material Adverse Effect.

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SECTION 6.12. Material Contracts. Neither the Borrower nor any of the Guarantors is in breach or in default in any material respect of or under any material contracts to which it is a party and has not received any notice of the intention of any other party thereto to terminate any material contract.

SECTION 6.13. No Default or Event of Default. Since the date hereof, no event has occurred or is continuing which constitutes a Default or Event of Default hereunder.

SECTION 6.14. Financial Statements. The financial statements of the Borrower and the Guarantors included in the Form 10-K of Healthier Choices Management Corp. for the period ended December 31, 2023 and in the Form 10-Q of Healthier Choices Management Corp. for the period ended March 31, 2024 are true and complete, have been prepared in accordance with GAAP consistent with the prior fiscal periods of the Borrower or the Guarantors, as applicable, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present the financial condition of the Borrower or Guarantors, as applicable, as of the date thereof and the results of its operations for the period then ended. Since the date thereof, there has been no material adverse change in the financial condition of the Borrower or the Guarantors, or the properties or businesses of the Borrower or any Guarantor which has not been disclosed in writing by the Borrower to the Agent.

SECTION 6.15. Intellectual Property. Each of the Borrower and each Guarantor, to its knowledge, possess all trademarks, trademark rights, patents, patent rights, trade names, trade name rights, copyrights and approvals which are required to conduct its business as now conducted without conflicting with the rights of others.

SECTION 6.16. Permits. The Borrower and each Guarantor has obtained all material permits, licenses, approvals, consents, certificates, orders or authorizations of any Governmental Authority required for the conduct of its business in accordance with applicable Legal Requirements (the "Permits"). All of the Permits are valid and subsisting in full force and effect. There are no actions, claims or proceedings pending or threatened that seek the revocation, cancellation, suspension or modification of any of the Permits.

SECTION 6.17. Insurance. The Borrower has obtained and has delivered to Agent certified copies of all insurance policies reflecting the insurance requirements set forth in this Agreement. All premiums relating to such insurance policies have been paid and no claims have been made thereunder. To each Loan Party's knowledge, no Person, including such Loan Party, has done, by act or omission, anything which would reasonably be expected to impair the coverage of any such policy.

SECTION 6.18. Anti-Terrorism Laws. No Loan Party is a Sanctioned Person, and (ii) no Loan Party, either in its own right or through any third party, (a) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law, (b) does business in or with, or derives any

SECTION 6.19. Patriot Act Compliance. Neither the Borrower nor any Guarantor nor any owner of a direct or indirect interest in any of them (i) is listed on any Government Lists, (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) is currently under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term “Patriot Act Offense” means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. “Patriot Act Offense” also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term “Government Lists” means (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control (“OFAC”), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Agent notified Borrower in writing is now included in “Government Lists”, or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Agent notified Borrower in writing is now included in “Government Lists”.

SECTION 6.20. ERISA; No Plan Assets. As of the date hereof and throughout the Term (i) the Borrower, Guarantors and the ERISA Affiliates do not sponsor, are not obligated to contribute to, and are not themselves an “employee benefit plan,” as defined in Section 3(3) of ERISA or Section 4975 of the Code, (ii) none of the assets of Borrower or any Guarantor constitutes or will constitute “plan assets” of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101 as modified in operation by Section 3(42) of ERISA, (iii) Borrower and each Guarantor are not and will not be a “governmental plan” within the meaning of Section 3(32) of ERISA, and (iv) transactions by or with Borrower or any Guarantor are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans. As of the date hereof, neither Borrower nor any ERISA Affiliate maintains, sponsors or contributes to or has any obligations with respect to a “defined benefit plan” (within the meaning of Section 3(35) of ERISA) or a “multiemployer pension plan” (within the meaning of Section 3(37)(A) of ERISA). Borrower has not engaged in any transaction in connection with which it could be subject to either a material civil penalty assessed pursuant to the provisions of Section 502 of ERISA or a material tax imposed under the provisions of Section 4975 of the Code.

SECTION 6.21. Compliance. The Borrower and each Guarantor comply in all material respects with all applicable Legal Requirements, including parking, building and zoning and land use laws, ordinances, regulations and codes. Neither Borrower nor any Guarantor is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which might materially adversely affect the condition (financial or otherwise) or business of Borrower or any Guarantor.

SECTION 6.22. Existing Debt. Except for Debt set forth on Schedule 8.2, as of the date hereof, the Borrower does not have any outstanding Debt other than the Debt evidenced by this Agreement.

SECTION 6.23. Disclosure. Neither this Agreement, nor any of the other Loan Documents, nor any certificate or other document furnished to the Agent and/or Lenders by or on behalf of the Borrower or any Guarantor pursuant to any Loan Document contains, or will contain, as of its date, any untrue statement of a material fact or omits to state or will omit to state, as of its date, a material fact necessary in order to make the statements contained herein and therein not misleading. There are no facts known to the Borrower or any Guarantor which, individually or in the aggregate, will have a Material Adverse Effect or involve any substantial possibility of having a Material Adverse Effect on the condition, business or affairs of the Borrower or the Guarantors or their properties and assets considered as an entirety which have not been disclosed herein.

SECTION 6.24. Advice of Counsel. On the advice of the Agent, the Loan Parties have retained legal counsel who have reviewed and advised the Loan Parties regarding the Loan Documents.

ARTICLE VII.

AFFIRMATIVE COVENANTS OF THE BORROWER AND THE GUARANTORS

So long as any Obligation shall remain unpaid, the Borrower and each Guarantor each covenant and agree, as applicable, that, unless the Agent shall otherwise consent in writing:

SECTION 7.1. Compliance with Laws, Etc. Each Loan Party will comply in all material respects with all applicable Legal Requirements.

SECTION 7.2. Reporting and Notice Requirements.

(a) Financial Statements. The Borrower shall furnish to the Agent:

(i) Quarterly Financial Statements. As soon as available and in any event within forty-five (45) days after the end of each fiscal quarter, balance sheets (which are to be consolidated, if applicable) of the Borrower as of the end of such quarter and statements of income (or loss), and cash flow of the Borrower for the period commencing at the end of the previous fiscal year of the Borrower and ending with the end of such quarter, all in reasonable detail and satisfactory in form, substance, and scope to the Agent; provided, that timely filing by the Borrower of a Form 10-Q in respect of a fiscal quarter of the Borrower that complies with all applicable Legal Requirements shall satisfy this requirement of this Section 7.2(a)(i) for such fiscal quarter.

(ii) Unaudited Annual Financial Statements. As soon as available and in any event within sixty (60) days after the end of each fiscal year, balance sheets (which are to be consolidated, if applicable) of the Borrower as of the end of such fiscal year, and statements of income (or loss) and cash flow of the Borrower for the period commencing at the end of the previous fiscal year of the Borrower and ending with the end of such fiscal year, all in reasonable detail and satisfactory in form, substance, and scope to the Agent; provided, that timely filing by the Borrower of a Form 10-K in respect of a fiscal year of the Borrower that complies with all applicable Legal Requirements shall satisfy this requirement of this Section 7.2(a)(ii) for such fiscal year.

(b) Tax Returns. Within ten (10) Business Days after filing, the Borrower and each Guarantor shall deliver to Agent copies of its and his respective tax returns.

(c) Reports. Simultaneously with the delivery thereof, the Borrower shall provide the Agent with copies of any reports supplied to any other managing body, investor in or lender to the Borrower.

(d) Notice of Default. Promptly after any Guarantor or any Responsible Officer of the Borrower knows or has reason to know that any Default or Event of Default

has occurred, such Guarantor or such Responsible Officer of the Borrower, as applicable, shall deliver to Agent a written statement setting forth the details of such Default or Event of Default and the action which such Guarantor or Borrower, as applicable, has taken or proposes to take with respect thereto.

(e) No Material Adverse Effect. If requested by the Agent, within ten (10) days of the Borrower or any Guarantor's receipt of such request, such Borrower and/or Guarantor shall deliver to Agent a certificate from such Guarantor or a Responsible Officer of the Borrower, as applicable, certifying (i) there has been no material adverse change in the business, assets, liabilities, operations, results of operations, condition (financial or otherwise) or prospects of the Borrower or such Guarantor, (ii) there has been no change in any Guarantor's employment and (iii) neither the Borrower nor such Guarantor have created any accounts or made any investments not permitted under this Agreement without the consent of the Agent.

SECTION 7.3. Use of Proceeds. The proceeds of the Advance shall be used solely for working capital, and for the payment of Cash Interest, fees, costs and expenses in connection with the Term Loan hereunder.

SECTION 7.4. Taxes and Liens. The Borrower and each Guarantor will pay and discharge, or will cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon the Borrower or such Guarantor or upon the income of any Property of the Borrower or such Guarantor as well as all claims of any kind (including, without limitation, claims for labor, materials, supplies, and rent) which, if unpaid, might become a Lien upon any Property of the Borrower or such Guarantor, except such taxes, assessments, governmental charges or levies contested in good faith by the Borrower or such Guarantor for which adequate reserves have been maintained in accordance with GAAP.

SECTION 7.5. Bank Accounts. The Borrower and each Guarantor agree that each deposit account, checking account or other bank or securities account of Borrower or Guarantor shall, at all times, be a Controlled Account subject, at all times, to a Deposit Account Control Agreement. Notwithstanding the foregoing, certain Guarantors may maintain deposit accounts presently held at Bank of America, Wells Fargo and/or Rondout Savings Bank as of the date of this Agreement without a Deposit Account Control Agreement in favor of the Agent so long as such deposit or checking account is subject to daily sweeps to any Controlled Account and the aggregate balance in each individual deposit or checking account following such daily sweeps does not exceed \$1,000 per account.

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SECTION 7.6. Maintenance of Collateral. Each Loan Party will, at all times, maintain, preserve, protect, and keep, or cause to be maintained, preserved, protected, and kept, the Collateral, in good repair, working order, and condition (ordinary wear and tear excepted) and consistent with past practice. Each Loan Party shall promptly comply with all Legal Requirements and immediately cure properly any violation of a Legal Requirement.

SECTION 7.7. Financial Records; Right of Inspection. Borrower shall at all times keep true and complete financial records in accordance with GAAP consistently applied and all applicable Legal Requirements. From time to time upon reasonable notice to the Borrower, the Borrower or the Guarantors, as applicable, will permit any officer or employee of, or agent designated by, the Agent to visit and inspect any of the Collateral, examine the corporate books or financial records of the Borrower and the Guarantors, take copies and extracts therefrom, and discuss the affairs, finances, and accounts of the Borrower or the Guarantors with the applicable entity's officers or certified public accountants, all as often as the Agent may reasonably desire, provided that such visits and inspections shall be made only during business hours and so as not to interfere unreasonably with the business and operations of the Borrower or the Guarantors. All confidential or proprietary information provided to or obtained by the Agent under this Section 7.7 or under this Agreement shall be held in confidence by the Agent and Lenders in the same manner and with the same degree of protection as each of the Agent and Lenders exercises with respect to its own confidential or proprietary information. For purposes of this Section 7.7, all information provided to the Agent and Lenders pursuant hereto shall be presumed to constitute "confidential and proprietary information" unless (i) the Borrower or Guarantors indicate otherwise in writing, (ii) the information was or becomes generally available to the public other than as a result of a disclosure in violation of this Section 7.7 by the Agent or any Lender or its representatives, (iii) the information was or becomes available to the Agent or any Lender or its representatives on a non-confidential basis from a source other than the Borrower or a Guarantor, (iv) the information was within the possession of the Agent or any Lender or any of its representatives prior to being furnished by or on behalf of the Borrower or a Guarantor, provided that in each case the source of such information was not bound by a confidentiality agreement in respect thereof preventing disclosure to the Agent or such Lender or its representatives or (v) the information is independently developed by the Agent or any Lender (but only if it does not contain or reflect, and is not based upon, in whole or in part, any information furnished hereunder which constitutes "confidential or proprietary information").

SECTION 7.8. Observation Rights. The Borrower shall invite a representative of Agent (the "Observer") to attend all meetings of its managers in a nonvoting observer capacity and, in this respect, shall give such Observer copies of all notices, minutes, consents, financial information, correspondence, including any oral information and other materials that it provides to its managers, to its lenders, and to its investors at the same time and in the same manner as provided to them.

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SECTION 7.9. Insurance. The Borrower and each Guarantor shall maintain, and pay all applicable premiums with respect to, residential and commercial risk insurance (i) covering the customary risks for the business that the Borrower and each Guarantor, as applicable, is engaged in, (ii) insuring the Collateral against loss by fire, flood and wind and such other hazards as are customary in the area where such Collateral is located and (iii) naming the Agent and its successors or assigns as their interests may appear as loss payee (in the case of property insurance) and an additional insured (in the case of liability insurance), and the Borrower and each Guarantor will maintain insurance of similar types and coverages as maintained on the date hereof and consistent with past practice, with financially sound and reputable insurance companies and associations acceptable to the Agent based on the Agent's reasonable judgment (or as to workers' compensation or similar insurance, in an insurance fund or by self-insurance authorized by the jurisdiction in which its operations are carried on).

SECTION 7.10. Key Man. The Borrower shall use commercially reasonable efforts to cause Jeffrey Holman to devote sufficient time to Borrower as is reasonably necessary to accomplish the Borrower's business plan.

SECTION 7.11. Landlord Agreements. Healthy Choice Markets VI shall use commercially reasonable efforts to obtain a landlord agreement from the lessor of each leased property with respect to Healthy Choice Markets VI's stores, including, without limitation, any location where Collateral is stored or sold or where material books and records are located, which agreement shall be reasonably satisfactory in form and substance to Agent.

SECTION 7.12. Notice of Litigation; Defaults.

(a) The Borrower or a Guarantor, as applicable, will promptly notify the Agent in writing of any litigation, legal proceeding or dispute, other than disputes in the ordinary course of business or, whether or not in the ordinary course of business, involving amounts in excess of \$25,000, and any investigation of the Borrower or any Guarantor, by any Governmental Authority, adversely affecting the Borrower or such Guarantor, whether or not fully covered by insurance, and regardless of the subject matter thereof.

(b) The Loan Parties shall notify the Agent in writing of any default and/or breach of any Loan Party's obligations under any Debt no later than the third Business Day following the day any Loan Party receives notice of any such default or breach.

SECTION 7.13. Maintenance of Office. The Borrower will maintain its chief executive office at is 3800 N 28th Way, Hollywood, FL 33020, or at such other place in the United States of America as the Borrower shall designate upon written notice to the Agent, where notices, presentations and demands to or upon the Borrower in respect of the Loan Documents to which the Borrower is a party may be given or made. The Borrower and the Guarantors shall notify the Agent in writing of the intent of the Borrower or any Guarantor to relocate any of its property at least five (5) Business Days prior to the date of such proposed relocation.

SECTION 7.14. Existence. The Borrower and each Guarantor will preserve and maintain its legal existence and all of its material rights, privileges, licenses, contracts and property and assets used or useful to its business.

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SECTION 7.15. Preservation of Licenses; Business and Operations. Each Loan Party shall at all times preserve, renew, and keep in full force and effect all governmental permits and licenses except to the extent failure to do so would not reasonably be expected to result in a Material Adverse Effect. Each Loan Party shall file all documents required to be filed and pay all regulatory obligations required to be paid any Governmental Authority with jurisdiction over any such governmental permits or licenses except to the extent failure to do so would not reasonably be expected to result in a Material Adverse Effect. Each Loan Party shall at all times preserve, renew, and keep in full force and effect all governmental permits and licenses necessary for the operation of the business of Borrower in accordance with the applicable Legal Requirements as presently conducted or contemplated.

SECTION 7.16. Environmental Matters. Borrower and each Guarantor shall comply with, and maintain its real estate, whether owned, leased, subleased or otherwise operated or occupied, in compliance with all applicable Environmental Laws or that is required by orders and directives of any Governmental Authority except where the failure to comply would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

SECTION 7.17. Laborers, Subcontractors and Materialmen. Each Loan Party shall notify Agent promptly, and in writing, if such Loan Party receives any written notice of lien from any laborer, subcontractor or materialmen.

SECTION 7.18. Patriot Act Compliance.

(a) Borrower and each Guarantor shall comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and any Guarantor. Agent shall have the right to audit the compliance of any Loan Party with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower. In the event that the Borrower or any Guarantor fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Agent may, at its option, cause the Borrower and any Guarantor to comply therewith and any and all costs and expenses incurred by Agent in connection therewith shall be secured by the Collateral Documents and shall be immediately due and payable.

(b) At all times throughout the Term, (a) none of the funds or other assets of the Borrower or any Guarantor shall constitute property of, or shall be beneficially owned, directly or indirectly, by any Person subject to trade restrictions under United States law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in such Borrower or Guarantor, as applicable (whether directly or indirectly), would be prohibited by law (each, an “Embargoed Person”), or the Term Loan made by Lenders would be in violation of law, (b) no Embargoed Person shall have any interest of any nature whatsoever in the Borrower or any Guarantor, as applicable, with the result that the investment in such Borrower or Guarantor (whether directly or indirectly), would be prohibited by law or the Term Loan would be in violation of law, and (c) none of the funds of the Borrower or any Guarantor, as applicable, shall be derived from any unlawful activity with the result that the investment in such Borrower or Guarantor, as applicable (whether directly or indirectly), would be prohibited by law or the Term Loan would be in violation of law.

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SECTION 7.19. ERISA.

(a) The Borrower and each Guarantor shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Agent or Lenders or any assignee of any of their rights under the Note, this Agreement or the other Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or Section 4975 of the Code.

(b) The Borrower and each Guarantor shall not maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower or any Guarantor to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan or any Welfare Plan or permit the assets of the Borrower to become “plan assets,” within the meaning of 29 C.F.R. 2510.3-101, as modified in application by Section 3(42) of ERISA.

(c) The Borrower and each Guarantor shall deliver to Agent such certifications or other evidence from time to time throughout the Term, as requested by Agent in its sole discretion, that (A) the Borrower and each Guarantor is not and do not maintain an “employee benefit plan” as defined in Section 3(32) of ERISA, which is subject to Title I of ERISA, or a “governmental plan” within the meaning of Section 3(32) of ERISA; (B) the Borrower and each Guarantor are not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans; and (C) the assets of the Borrower and each Guarantor do not constitute “plan assets” within the meaning of 29 C.F.R. §2510.3-101 as modified in application by Section 3(42) of ERISA of any “benefit plan investor” as defined in Section 3(42) of ERISA.

SECTION 7.20. Material Contracts. The Borrower and each Guarantor shall materially keep and perform, or cause to be materially kept and performed, all of the covenants, conditions and agreements contained in each material contract, now or hereafter existing, and shall at all times use commercially reasonable efforts to enforce, with respect to each other party to said agreements, all obligations, covenants and agreements by such other party to be performed thereunder; provided that the Borrower and each Guarantor shall not have any obligation under this Section 7.20 unless such party’s non-performance or breach of its obligations with respect to any such covenants, conditions or agreements could reasonably be expected to have a Material Adverse Effect.

SECTION 7.21. Conduct of Business. Each Guarantor shall devote sufficient time to Borrower as is reasonably necessary in order to accomplish the Borrower’s business plan.

SECTION 7.22. Further Assurances. Each Loan Party will cooperate with the Agent and execute such further instruments and documents as the Agent shall reasonably request to carry out to its satisfaction the transactions contemplated by this Agreement and the other Loan Documents.

ARTICLE VIII.

NEGATIVE COVENANTS

So long as any Obligation shall remain unpaid, the Borrower and each Guarantor covenant and agree, as applicable, that, without the written consent of the Agent:

SECTION 8.1. Impairment of Rights. The Borrower and each Guarantor will not undertake any action or engage in any transaction or activity to impair the Agent’s or Lenders’ rights hereunder.

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SECTION 8.2. Restrictions on Debt. The Borrower and each Guarantor will not directly or indirectly, create, incur, assume, guarantee, endorse or be or remain liable, contingently or otherwise, with respect to any Debt other than the following (“Permitted Debt”):

(a) Debt to the Lenders arising under any of the Loan Documents;

(b) Debt outstanding on the Closing Date set forth on Schedule 8.2(b);

(c) Debt following the Closing Date specifically described on Schedule 8.2(c);¹

(d) current unsecured liabilities of the Borrower or a Guarantor (other than Debt for borrowed money) incurred in the ordinary course of business, including as incurred through obtaining of credit and for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services as well as any extensions, renewals, refinancings and replacements of any such liabilities or indebtedness;

(e) Debt in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment therefor shall not at the time be required to be made in accordance with the provisions of Section 7.4;

(f) Debt in respect of judgments or awards that have been in force for less than the applicable period for taking an appeal so long as execution is not levied thereunder or in respect of which the Borrower or a Guarantor shall at the time in good faith be prosecuting an appeal or proceedings for review and in respect of which a stay of execution shall have been obtained pending such appeal or review; and

(g) endorsements for collection, deposit or negotiation and warranties of products or services, in each case incurred in the ordinary course of business.

SECTION 8.3. Payments or Amendments of Other Debt.

(a) The Borrower and each Guarantor shall not, directly or indirectly, make any payment of any Debt of the Borrower or any Guarantor, except the payment of the Permitted Debt in accordance with the terms of this Agreement or such other agreement or instrument evidencing such Permitted Debt.

(b) The Borrower and each Guarantor shall not amend, supplement or otherwise modify any provision of any document governing material Debt in any manner that is adverse in any material respect to the interests of the Lenders.

¹ GreenAcres subordinated notes

SECTION 8.4. Restrictions on Liens. The Borrower and each Guarantor will not (i) create or incur or suffer to be created or incurred or to exist any Lien upon any of the Collateral, or upon the income or profits therefrom; (ii) transfer any of such Collateral or the income or profits therefrom for the purpose of subjecting the same to the payment of Debt or performance of any other obligation in priority to payment of its general creditors; (iii) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (iv) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred any Debt or claim or demand against it that if unpaid might by law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (v) sell, assign, pledge or otherwise transfer any Collateral, with or without recourse; provided that the Borrower may create or incur or suffer to be created or incurred or to exist (the "Permitted Liens");

(a) liens to secure taxes, assessments and other government charges in respect of obligations not overdue or liens on properties to secure claims for labor, material or supplies in respect of obligations not overdue;

(b) deposits or pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations;

(c) liens on properties in respect of judgments or awards, the Debt with respect to which is permitted by Section 8.2(e);

(d) encumbrances on real estate consisting of easements, rights of way, zoning restrictions, restrictions on the use of real property and defects and irregularities in the title thereto, landlord's or lessor's liens under leases to which the Borrower or any Guarantor is a party, and other minor liens or encumbrances none of which in the opinion of the Borrower and such Guarantor interferes materially with the use of the property affected in the ordinary conduct of the business of the Borrower and such Guarantor, which defects do not individually or in the aggregate have a materially adverse effect on the business of the Borrower or such Guarantor; and

(e) liens securing Debt permitted under Section 8.2(b).

SECTION 8.5. Mergers and Acquisitions; Change of Control.

(a) The Borrower and each Guarantor will not become a party to any merger, amalgamation or consolidation, or agree to or effect any sale its stock or of its material assets without the prior written consent of the Agent.

(b) The Borrower and each Guarantor will not enter into any transaction or transactions resulting in a Change of Control.

SECTION 8.6. Related Party Transactions. The Borrower and each Guarantor will not permit or suffer to be conducted transactions with any Affiliates or officers or directors of the Borrower or any of their Affiliates in connection with the Collateral, other than those contemplated by the Loan Documents, without the prior written approval of the Agent.

SECTION 8.7. Investments; Loans. The Borrower and each Guarantor will not otherwise acquire obligations or capital stock of, or loan or advance money to, any Person, other than (i) direct obligations of the United States, (ii) obligations insured by the Federal Deposit Insurance Corporation, or (iii) obligations unconditionally guaranteed by the United States.

SECTION 8.8. Dispositions. The Borrower and each Guarantor shall not voluntarily sell, assign, lease, transfer, trade, withdraw, redeem, substitute or otherwise dispose of any of the Collateral or any material assets of the Borrower or any Guarantor, or enter into any agreement to do so, without the Agent's prior written consent. The Borrower and the Guarantors shall not execute any other document, such as a Power of Attorney, or similar instrument, in favor of any person to deal with the Collateral.

SECTION 8.9. Dividends and Distributions. The Borrower will not, directly or indirectly, declare or pay any dividends on account of any equity securities of the Borrower now or hereafter outstanding, or set aside or otherwise deposit or invest any sums for such purpose, or apply or set apart any sum, or make any other distribution (by reduction of capital or otherwise) in respect of any such equity securities or agree to do any of the foregoing if, but only if, after taking into account the payment of such dividends or distributions an Event of Default would otherwise occur or is then continuing.

SECTION 8.10. Financing Transactions. The Borrower and each Guarantor will not enter into any financing transactions that would result in Debt other than Permitted Debt.

SECTION 8.11. Changes in Organizational Documents. The Borrower and each Guarantor will not amend in any respect its certificate of organization, operating agreement or other organizational documents in a manner materially adverse to the Lenders.

SECTION 8.12. Change in Nature of Business. The Borrower and each Guarantor will not engage in any line of business substantially different from those lines of business conducted by the Borrower on the date hereof or any business substantially related or incidental, complementary, corollary, synergistic or ancillary thereto or reasonable extensions thereof.

SECTION 8.13. Amendments of Material Contracts. The Borrower will not amend, modify, cancel or terminate or permit the amendment, modification, cancellation or termination of any material contract if such amendment, modification, cancellation or termination would reasonably be expected to result in a Material Adverse Effect.

SECTION 8.14. Additional Guarantors and Collateral. If the Borrower or any Guarantor forms or acquires any Subsidiary after the Closing Date, the Borrower shall cause such Subsidiary to do the following within ten (10) Business Days (or such longer period as the Agent may permit) after such Person becomes a Subsidiary: (a) execute and deliver to the Agent, a joinder to the Guaranty and such amendments to this Agreement or the Guaranty and the Collateral Documents as the Agent reasonably deems necessary or advisable to grant to the Agent, for the benefit of the Lenders, a first priority security interest in the Equity Interests in such Subsidiary that is owned by any Loan Party, (b) deliver to the Agent the certificates, if any, representing such Equity Interests, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, (c) cause such Subsidiary (I) to become a party to this Agreement, the Guaranty and the Collateral Documents as a grantor and a Guarantor, including by executing and delivering to the Agent a joinder to the Guaranty, and (II) to take such actions reasonably necessary and required by the Collateral Documents to grant to the Agent for the benefit of the Lenders, a first priority security interest in the Collateral as described in the Collateral Documents with respect to such Subsidiary, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Collateral Documents or by law or as may be reasonably requested by the Agent, and (d) execute and deliver to the Agent any other documents reasonably requested by the Agent to document its rights hereunder and under the other Loan Documents, including opinions of counsel reasonably deemed appropriate or necessary by the Agent and such items as are consistent with Section 5.1.

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SECTION 8.15. Further Assurances. The Borrower and each Guarantor will cooperate with the Agent and execute such further instruments and documents as the Agent shall reasonably request to carry out to its satisfaction the transactions contemplated by this Agreement and the other Loan Documents.

ARTICLE IX.

EVENTS OF DEFAULT

SECTION 9.1. Events of Default. If any of the following events ("Events of Default") shall occur and, after written notice thereof by the Agent to the Borrower, shall not have been cured within three (3) calendar days (in the case of payment defaults); provided, however, that Borrower may not cure an Event of Default relying on this Section 9.1 more than once during the Term:

(a) Payment Failure. Any Loan Party shall fail to pay principal of or interest on the Note or other amounts due under the Note or this Agreement or any other Loan Document, when the same becomes due and payable under the terms hereunder or thereunder; or

(b) Breach of Representations or Warranties. Any representation or warranty of any Loan Party, or any certification or other material written statement of fact made or deemed made by such Loan Party or on behalf of such Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall prove to have been incorrect in any material respect when made or deemed made; or

(c) Breach of Covenant. Any Loan Party shall fail to perform or observe any term, covenant or agreement of such party contained herein or in any other Loan Document; or

(d) Cross-Default. Any Loan Party shall fail to pay any principal of, or premium or interest on, any Debt when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) unless being contested in good faith, and such failure shall continue after the applicable grace or cure period, if any, specified in the agreement or instrument relating to such Debt; or any other event constituting a default (however defined) shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace or cure period, if any, specified in such agreement or instrument, which would give rise to a right to accelerate such Debt; or

(e) Insolvency. Any Loan Party shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Loan Party under the Bankruptcy Code or any other Debtor Law seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any Debtor Laws, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismitted or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or any Loan Party shall take any corporate action to authorize any of the actions set forth above in this Subsection (e); or any Loan Party, ceases to be Solvent; or

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(f) Sale of Assets. The Borrower and each Guarantor shall enter into any agreement or arrangement to sell, dispose, assign, exchange, gift, lease, pledge, hypothecate or otherwise transfer, directly or indirectly, in one transaction or a series of transactions, all or substantially all of the assets of Borrower or any Guarantor in violation of the terms herein or without prior written consent of the Agent; or

(g) Transfers. The Borrower and each Guarantor transfers or otherwise encumbers any portion of the Collateral in violation of the provisions of this Agreement; or

(h) Taxes. Except as permitted by Section 6.5, any of the Taxes are not paid on or before the date when the same are due and payable, or any federal tax Lien or state or local income tax Lien is filed against any Loan Party or the Collateral or a portion thereof and the same is not discharged of record within thirty (30) days after the same is filed; or

(i) Termination, Invalidation of Agreements or Interests. The Security Agreement or any other Loan Document or any interest of the Agent or Lenders thereunder shall, for any reason, be terminated, invalidated, void or unenforceable or any Loan Party shall fail to perform any obligation thereunder;

(j) Mechanic's Liens. Any Collateral becomes subject to any mechanic's, materialman's or other Lien other than a Lien for local real estate taxes and assessments

not then due and payable and the Lien shall remain undischarged of record (by payment, bonding or otherwise) for a period of thirty (30) days; or any Loan Party transfers or otherwise encumbers any portion of the Collateral in violation of the provisions of this Agreement; or

(k) Change of Control. Any Change of Control event occurs; or

(l) Loss of Material License or Permits. The loss or suspension of any Loan Party's licenses or permits if such loss or suspension would reasonably be expected to result in a Material Adverse Effect; or

(m) Cessation of Business. The cessation of a substantial part of the business of the Borrower or any Guarantor; or

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(n) Liquidation. The Borrower and each Guarantor shall attempt to liquidate or dissolve itself without the prior written consent of the Agent; or

(o) Judgments. A final judgment or judgments for the payment of money in excess of Twenty-Five Thousand and No/100 US Dollars (\$25,000.00) in the aggregate (excluding any amounts covered by insurance) at any time outstanding shall be rendered against any Guarantor or the Borrower, and the same shall not, within thirty (30) days after the entry thereof have been discharged or execution thereof stayed or bonded pending appeal, or shall not have been discharged pending prior to the expiration of any such stay; or

(p) Forfeiture. Any Governmental Authority seizes any portion of the Collateral seeking forfeiture, whether or not a judicial forfeiture proceeding has commenced; then, and in any such event, Agent (after providing the notice and opportunity to cure set forth in the first clause of this Section 9.1) may, by notice to the Borrower, declare the principal amount of the Note, all interest thereon, the Exit Fee (if applicable), and all other Obligations or amounts payable under this Agreement or any other Loan Document to be forthwith due and payable, whereupon the Note, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower and all interest on and principal of all other Debt owed by the Borrower to the Lenders shall likewise become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided however, that in the case of any Default pursuant to Subsection (e), (i) or (n) of this Section 9.1, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. A late fee equal to ten percent (10%) will be applied to any and all payments which are received after the expiration of the applicable cure period set forth in the first clause of this Section 9.1.

ARTICLE X.

MISCELLANEOUS

SECTION 10.1. Survival of Representations and Warranties. All representations and warranties in each Loan Document shall survive the delivery of the Note and the making of the Term Loan and shall continue after the repayment of the Note and the Maturity Date until all outstanding Obligations are paid in full, and any investigation at any time made by or on behalf of the Lenders shall not diminish the Lenders' right to rely thereon.

SECTION 10.2. Amendments, Etc. No amendment or waiver of any provision of this Agreement or the Note, nor consent to any departure by the Borrower or any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and by the Lenders, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

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SECTION 10.3. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be effective when actually delivered addressed as follows:

if to the Borrower or any Guarantor:

Borrower / Guarantor
c/o Healthy Choice Wellness Corp.
3800 North 28th Way
Hollywood, FL 33020
Attn: John Ollet
Telephone: (305) 842-3767
E-mail: jollet@hcwcl.com

if to the Agent:

Hal Mintz
7012 Fisher Island Drive
Miami Beach, FL 33109
E-mail: hmintz@sabbymanagement.com

with a copy to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas, 15th Floor
New York, NY 10019
Attention: Adam H. Friedman, Esq.

or as to the Borrower, a Guarantor, the Lenders, or Agent at such other address as shall be designated by such party in a written notice to the other parties.

SECTION 10.4. No Waiver; Remedies. No failure on the part of the Agent or the Lenders to exercise, and no delay in exercising, any right under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 10.5. Indemnification. The Borrower and each Guarantor shall, jointly and severally, indemnify and hold the Agent and the Lenders and their respective officers, directors, agents, employees, advisors and counsel and their respective Affiliates (each such person being an "Indemnitee"), harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including attorneys' fees and expenses) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this

Agreement, any other Loan Document, or any undertaking or proceeding related to any of the transactions contemplated hereby or any act, omission, event or transaction related or attendant thereto (including, without limitation, brokerage commissions alleged to be due on account of the placing of the investment), including amounts paid in settlement, court costs, and the fees and expenses of counsel except that the Borrower and Guarantors shall not have any obligation under this Section 10.5 to indemnify an Indemnitee with respect to a matter covered hereby resulting from the gross negligence or willful misconduct of such Indemnitee as determined pursuant to a final, non-appealable order of a court of competent jurisdiction (but without limiting the obligations of the Borrower as to any other Indemnitee). To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 10.5 may be unenforceable because it violates any law or public policy, the Borrower and the Guarantors shall pay the maximum portion which it is permitted to pay under applicable law to the Agent or Lenders, as applicable, in satisfaction of indemnified matters under this Section 10.5. To the extent permitted by applicable law, the Borrower and the Guarantors shall not assert, and the Borrower and each Guarantor hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any of the other Loan Document or any undertaking or transaction contemplated hereby. All amounts due under this Section 10.5 shall be payable upon demand. The foregoing indemnity shall survive the payment of the Obligations and the termination or non-renewal of this Agreement.

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SECTION 10.6. Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Debt at any time owing by such Lender to or for the credit or the account of the Borrower against any and all of the outstanding obligations of the Borrower now or hereafter existing under any Loan Document, whether or not such Lender shall have made any demand under the Note. Each Lender agrees to notify the Borrower after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Lenders under this Section 10.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Lenders may have.

SECTION 10.7. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower, the Guarantors, the Agent and the Lenders and thereafter shall be binding upon and inure to the benefit of the Borrower, the Guarantors, the Agent and the Lenders and their respective successors and assigns, except that neither the Borrower, nor the Guarantors, nor the Lenders (except as provided in Section 10.8) shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the other parties hereto.

SECTION 10.8. Assignments and Participations.

(a) Generally. Each Lender may assign all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of the Note held by it) to any Person with the written consent of the Agent (such consent not to be (i) unreasonably withheld, delayed or conditioned, (ii) upon the occurrence of an Event of Default, required, or (iii) required if such assignment is to an Affiliate of such Lender or to an Approved Fund of such Lender); provided that such assignee signs a joinder to this Agreement and such assignment is recorded in accordance with Section 10.8(e) (and any other attempted assignment shall be null and void).

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(b) Participations. Each Lender may at any time grant to any Person (each a "Participant") participating interests in its Commitment or the obligations owing to such Lender hereunder. No Participant shall have any rights or benefits under this Agreement or any other Loan Document. In the event of any such grant by a Lender of a participating interest to a Participant, such Lender shall remain responsible for the performance of its obligations hereunder, and the Borrower and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which any Lender may grant such a participating interest shall provide that such Lender shall retain the sole right and responsibility to enforce the obligations of the Borrower hereunder including, without limitation, the right to approve any amendment, modification or waiver of any provision of this Agreement; provided however, such Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) increase such Lender's Commitment, (ii) extend the date fixed for the payment of principal on the Term Loan or a portion thereof owing to such Lender, or (iii) reduce the rate at which interest is payable thereon. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each Participant's interest in the Term Loan or other obligations under the Loan Documents (the "Participant Register") and any attempted sale of a participation that is not recorded in accordance with this Section 10.8(b) shall be null and void; provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(c) Information to Assignee, Etc. Each Lender may furnish any information concerning the Borrower, or any Guarantor in the possession of such Lender from time to time to assignees and Participants (including prospective assignees and Participants); provided, however, that such Lender may not disclose or disseminate the Borrower's or any Guarantor's financial statements (or extracts thereof or information contained in such financial statements) to any Person or entity outside of such Lender's organization without the prior written consent of such Borrower or such Guarantor as applicable (which consent shall not be unreasonably withheld, delayed or conditioned), unless such prospective Lender agrees in writing to confidentiality provisions consistent with the provisions of Section 10.15. In connection with such negotiation, execution and delivery, the Borrower and each Guarantor authorize the Agent and Lenders to communicate all information and documentation related to the Term Loan (whether to Borrower or a Guarantor or to any assignee, legal counsel, appraiser or other necessary party) directly by e-mail, fax, or other electronic means used to transmit information.

(d) Cooperation; Costs and Expenses. In connection with any such sale, syndication, assignment or participation, each of the Borrower and each Guarantor further agrees that it shall be responsible for its own costs and expenses in connection with such transaction and that the Loan Documents and other related documents shall be sufficient evidence of the obligations of the Borrower and each Guarantor to each purchaser, assignee or participant and upon written request by the Agent, the Borrower and each Guarantor shall enter into such amendments or modifications to the Loan Documents and other related documents as may be reasonable required in order to evidence any such sale, syndication, assignment or participation.

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(e) Register. The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at its principal office a copy of each assignment and assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

SECTION 10.9. Limitation on Agreements. All agreements between the Borrower, the Guarantors, the Agent or the Lenders, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of demand being made in respect of an amount due under any Loan Document or otherwise, shall the amount paid, or agreed to be paid, to the Lenders for the use, forbearance, or detention of the money to be loaned under the Note or any other Loan Document or otherwise or for the payment or performance of any covenant or obligation contained herein or in any other Loan Document exceed the Highest Lawful Rate. If, as a result of any circumstance whatsoever, fulfillment of or compliance with any provision hereof or of any of such documents at the time performance of such provision shall be due or at any other time shall involve exceeding the amount permitted to be contracted for, taken, reserved, charged or received by the Lenders under applicable

usury or similar law, then, ipso facto, the obligation to be fulfilled or complied with shall be reduced (firstly by reducing the stated interest rate and thereafter, if and to the extent required, by reducing any other amount comprising interest) to the limit prescribed by such applicable usury or similar law, and if, from any such circumstance, the Lenders shall ever receive interest or anything which might be deemed interest under applicable law which would exceed the Highest Lawful Rate, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on account of the Note or the amounts owing on other obligations of the Borrower to the Lenders under any Loan Document and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance of the Note and the amounts owing on other obligations of the Borrower to the Lenders under any Loan Document, as the case may be, such excess shall be refunded to the Borrower. All sums paid or agreed to be paid to the Lenders for the use, forbearance, or detention of the indebtedness of the Borrower to the Lenders shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full of the principal (including the period of any renewal or extension thereof) so that the interest on account of such indebtedness shall not exceed the Highest Lawful Rate. Notwithstanding anything to the contrary contained in any Loan Document, it is understood and agreed that if at any time the rate of interest which accrues on the outstanding principal balance of the Note shall exceed the Highest Lawful Rate, the rate of interest which accrues on the outstanding principal balance of the Note shall be limited to the Highest Lawful Rate, but any subsequent reductions in the rate of interest which accrues on the outstanding principal balance of the Note shall not reduce the rate of interest which accrues on the outstanding principal balance of such Note below the Highest Lawful Rate until the total amount of interest accrued on the outstanding principal balance of the Note, taken in the aggregate, equals the amount of interest which would have accrued if such interest rate had at all times been in effect and not been reduced. In the event that any rate of interest under the Note or any Loan Document is reduced due to the effect of this Section 10.9 and there is a subsequent increase in the Highest Lawful Rate, such interest rate shall, automatically without any action of the Borrower, the Agent or Lenders, be increased to the then applicable Highest Lawful Rate. The terms and provisions of this Section 10.9 shall control and supersede every other provision of all Loan Documents.

SECTION 10.10. Severability. In case any one or more of the provisions contained in any Loan Document to which the Borrower or any Guarantor is a party or in any instrument contemplated thereby, or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained therein, and any other application thereof, shall not in any way be affected or impaired thereby.

SECTION 10.11. Governing Law. This Agreement and the Note shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such state without regards to the conflicts of laws principles thereof other than mandatory provisions of law.

SECTION 10.12. SUBMISSION TO JURISDICTION; WAIVERS. THE BORROWER, EACH GUARANTOR, THE AGENT AND EACH LENDER IRREVOCABLY AND UNCONDITIONALLY:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;

(b) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH LEGAL ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING OF A COPY THEREOF (BY REGISTERED OR CERTIFIED MAIL OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL POSTAGE PREPAID) TO THE ADDRESS SET FORTH IN SECTION 10.3 HEREOF OR AT SUCH OTHER ADDRESS OF WHICH THE OTHER PARTIES HERETO SHALL HAVE BEEN NOTIFIED IN WRITING PURSUANT TO SECTION 10.3; AND

(d) WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL ACTION ARISING UNDER THIS AGREEMENT.

SECTION 10.13. Commercial Loan. The Term Loan is not a consumer loan, and each Loan Party understands, acknowledges and agrees that the Real Estate Settlement Procedures Act and its implementing regulation, Regulation X, and the Truth in Lending Act and its implementing regulation, Regulation Z, do not apply to the Term Loan.

SECTION 10.14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement or any other Loan Document (other than the Note) by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement or such other Loan Document.

SECTION 10.15. Confidentiality. Each Loan Party agrees, and agrees to cause each of its Affiliates, (i) not to transmit or disclose any provision of any Loan Document to any Person (other than (1) to such Loan Party's employees, auditors, advisors, consultants, Affiliates and counsel, (2) as may be required by statute judicial decision, or judicial or administrative order, rule or regulations, (3) as may be agreed in advance by Loan Parties and Agent or as requested or required by any Governmental Authority pursuant to any subpoena or other process, (4) as to any such information that is or becomes generally available to the public (other than as a result of a prohibited disclosure by any Loan Party) or (5) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents) without Agent's prior written consent, (ii) to inform all Persons of the confidential nature of the Loan Documents and to direct them not to disclose the same to any other Person and to require each of them to be bound by these provisions. Each Loan Party agrees to submit to Agent and Agent reserves the right to review and approve all materials that such Loan Party or any of their respective Affiliates prepares that contain Agent's or any Lender's name or describe or refer to any Loan Document, any of the terms thereof or any of the transactions contemplated thereby. No Loan Party shall, and shall not permit any of its Affiliates to, use Agent's or any Lender's name (or the name of any of their Affiliates) in connection with any of its business operations, including without limitation, advertising, marketing or press releases or such other similar purposes, without the Agent's prior written consent (except as required by applicable law). Nothing contained in any Loan Document is intended to permit or authorize any Loan Party or any of their respective Affiliates to contract on behalf of the Agent.

ARTICLE XI.

RIGHTS AND DUTIES OF AGENT

SECTION 11.1. Appointment and Authority. Each of the Lenders hereby irrevocably appoints Hal Mintz to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article XI are solely for the benefit of the Agent and the Lenders, and neither the Borrower nor any other party to this Agreement shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Document (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

SECTION 11.2. Rights as a Lender. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it was not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as Agent hereunder in the Agent's individual capacity.

SECTION 11.3. Loan Information.

(a) Each of the Lenders acknowledge that it has received copies of all Loan Documents. At Lenders' request from time to time, Agent shall provide Lenders with any available financial and nonfinancial information in Agent's possession on Borrower, each Guarantor, all co-makers, and endorser of the Term Loan, and all security for the Term Loan. Agent shall hold all writings pertaining to the Term Loan and shall maintain records pertaining to the Term Loan. At all reasonable times, Agent shall permit the Lenders to inspect and copy such writings and records. Agent shall provide to Lenders, promptly upon receipt by Agent, copies of all reports and other information required to be provided by Borrower and any Guarantor to Agent under this Agreement and any other material information otherwise received by Agent with respect to Borrower and any Guarantor.

(b) Nothing contained in this Section 11.3 shall impose any liability upon Agent for its failure to provide Lenders any of such information or financial statements except for Agent's own bad faith, willful misconduct, or gross negligence; and provided further, that Agent shall not be obligated to provide Lenders with any information in violation of applicable law or any contractual restrictions on the disclosure thereof.

(c) Agent shall have no responsibility to Lenders for any errors or omissions in any such reports, financial statements, or other information.

SECTION 11.4. Discretion; No Duty.

(a) Subject to the terms of this Agreement, Agent may take any action with respect to the Term Loan which Agent in its reasonable discretion deems proper. Agent shall not be liable for any error of judgment or for any action taken or omitted by it, except to the extent caused by its gross negligence or willful misconduct and causes actual damage to Lenders.

(b) Agent (1) may consult with legal counsel (including but not limited to counsel for Borrower), independent public accountants, and other experts selected by Agent and shall not be liable for any action taken or omitted in good faith in accordance with the advice of such counsel, accountants, or experts; and (2) shall incur no liability for acting upon any notice, consent, certificate, or other instrument or writing (which may be by facsimile or electronic mail) believed by Agent to be genuine and believed by Agent to be signed or sent by the proper party. Except as otherwise specifically provided in this Agreement, Agent shall not be compelled to do any acts hereunder or under any Loan Document or to take any action towards the execution or enforcement of the powers created under this Agreement or any Loan Document, or to prosecute or defend any suit in respect hereof or thereof.

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SECTION 11.5. Voting Rights; Enforcement of Loan. Except as specifically provided in this Agreement, it is understood and agreed that the Agent may, without the prior written consent of the Lenders, (i) agree to the modification, waiver or release of any term or provision of the Loan Documents, (ii) give or withhold consents or approvals to any actions or failures to act by Borrower, (iii) exercise or refrain from exercising, or waive, any rights or powers or take or refrain from taking any actions which may be vested in the Agent or which the Agent may be entitled to take or assert under the Loan Documents, and (iv) take such other and further action as the Agent may deem necessary for the effective administration of the Term Loan; provided, however, no such amendment, waiver or consent shall, unless in writing and signed by all Lenders directly affected thereby, do any of the following:

(a) change the stated Maturity Date or postpone any date fixed by this Agreement or any other Loan Document for any payment of principal (including any mandatory principal prepayments), interest, fees or other amounts due to Agent or any Lender under this Agreement or under any other Loan Document;

(b) reduce the principal of, or the rate of interest specified herein on, any portion of the Term Loan, or any fees or other amounts payable under any Loan Document; provided, however, that Agent may waive any obligation of Borrower to pay interest at the default rate specified in Section 2.3;

(c) increase the Commitment of any Lender;

(d) release all of the Collateral or the liability of the Borrower or any existing Guarantor except as expressly permitted herein;

(e) change the ranking or priority of the Term Loan or any security interest thereunder;

(f) subordinate the Term Loan or the Lenders' interests;

(g) Any matter hereunder which requires the consent of "the Lenders" or "all Lenders" or words of similar effect; or

(h) change the priority of application of any payments, or the terms of Section 3.3.

SECTION 11.6. No Administration by Lenders; Resignation and Appointment of New Agent. Lenders shall have no right or responsibility to exercise any right, power or remedy under the Loan Documents except as otherwise set forth herein. Lenders acknowledge and agree that, except as specifically provided herein, or as directed by the Lenders, this Agreement does not confer on Lenders any right to consent to or sign modifications, waivers or releases of any of the Loan Documents except as provided in this Agreement. Agent may at any time give notice of its resignation to the Lenders and Borrower. Upon receipt of any such notice of resignation, the Lenders shall have the right to appoint a successor Agent. If no such successor shall have been so appointed by the Lenders and shall have accepted such appointment within ten (10) Business Days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders, appoint a successor Agent; provided, however, that if Agent shall notify Borrower and the Lenders that no Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice from Agent that no Person has accepted such appointment and, from and following delivery of such notice, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents, and (ii) all payments, communications and determinations provided to be made by, to or through Agent shall instead be made by or to each Lender directly, until such time as the Lenders appoint a successor Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Agent, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder and under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph).

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SECTION 11.7. Nature of Duties of Agent. Agent shall have no duties or responsibilities to Lenders except as expressly set forth in this Agreement. Agent's duties hereunder shall be mechanical and administrative in nature. Agent shall not have by reason hereof a fiduciary relationship with respect to Lenders. Agent agrees to be bound by Lenders' determinations made in connection with the Loan Documents so long as such determinations are made in good faith and in the absence of willful misconduct. Unless indemnified to the satisfaction of Agent against loss, cost, liability, and expense, Agent shall be under no duty to enforce any rights, remedies, powers, or privileges with respect to any enforcement of the obligations of the Borrower and each Guarantor under the Loan Documents and shall not be compelled to do any act hereunder or thereunder or to take any action toward the exercise or enforcement of the powers created by this Agreement or any of the Loan Documents, or to prosecute or defend any suit in respect hereof or thereof.

SECTION 11.8. Standard of Care. In making and handling the Term Loan, Agent will exercise the same care as a commercially reasonable agent would exercise, but Agent shall have no further responsibility to Lenders except as expressly provided herein.

SECTION 11.9. Indemnification. To the extent that Agent is not reimbursed and indemnified by the Borrower, and whether or not Agent has made demand on the Borrower for the same, the Lenders will, within five days of written demand by Agent, reimburse Agent for and indemnify Agent from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including, without limitation, client charges and expenses of counsel or any other advisor to Agent), advances or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Agent in any way relating to or arising out of this Agreement or any of the other Loan Documents or any action taken or omitted by Agent under this Agreement or any of the other Loan Documents, in proportion to each Lender's pro rata share, including, without limitation, advances and disbursements made; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements for which there has been a final non-appealable judicial determination that such liability resulted from Agent's gross negligence or willful misconduct. The obligations of the Lenders under this Section 11.9 shall survive the payment in full of the Term Loan and the termination of this Agreement.

[Signature Page Follows]

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

BORROWER:

HEALTHY CHOICE WELLNESS CORP.,
a Delaware corporation

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

GUARANTORS:

HEALTHY CHOICE MARKETS, INC.,
a Florida corporation

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE MARKETS 2, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE MARKETS 3, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

[Signature Page to Loan and Security Agreement]

**HEALTHY CHOICE MARKETS 3,
REAL ESTATE LLC,**
a New York limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE MARKETS IV, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE MARKETS V, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE MARKETS VI, LLC,

a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY U WHOLESALE, INC.,
a Florida corporation

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

[Signature Page to Loan and Security Agreement]

THE VITAMIN STORE, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE WELLNESS, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

HEALTHY CHOICE WELLNESS II, LLC,
a Florida limited liability company

By: /s/ Christopher Santi
Name: Christopher Santi
Title: President and Chief Operating Officer

[Signature Page to Loan and Security Agreement]

AGENT:

/s/ Hal Mintz
Hal Mintz

LENDERS:

/s/ Hal Mintz
Hal Mintz

/s/ Allison Mintz
Allison Mintz

2021 MINTZ FAMILY TRUST,
a trust formed under the laws of the state of Florida

By: /s/ Hal Mintz
Name: Hal Mintz
Title: Trustee

[Signature Page to Loan and Security Agreement]

SCHEDULE A

Lender Commitments

Lenders	Commitment (\$)
Hal and Allison Mintz	\$ 5,000,000
2021 Mintz Family Trust	\$ 2,500,000
Total	\$ 7,500,000

EXHIBIT A

NOTE

\$7,500,000.00²

July 18, 2024

FOR VALUE RECEIVED, the undersigned (the "Borrower"), HEREBY PROMISES TO PAY to the order of [LENDER], the ("Lender"), on or before the Maturity Date (as such term is defined in the Loan Agreement (as defined below)), the principal sum of SEVEN MILLION FIVE HUNDRED THOUSAND and No/100 Dollars (\$7,500,000.00) in accordance with the terms and provisions of that certain Loan and Security Agreement, dated as of the date hereof, by and among the Borrower, **Healthy Choice Wellness Corp.**, a Delaware corporation (the "Borrower"), **Healthy Choice Markets, Inc.** (dba "Ada's Natural Market, Inc."), a Florida corporation, **Healthy Choice Markets 2, LLC** (dba "Paradise Health & Nutrition"), a Florida limited liability company, **Healthy Choice Markets 3, LLC** (dba "Mother Earth's Storehouse"), a Florida limited liability company, **Healthy Choice Markets 3, Real Estate LLC**, a New York limited liability company, **Healthy Choice Markets IV, LLC** (dba "Green's Natural Foods"), a Florida limited liability company, **Healthy Choice Markets V, LLC** (dba "Ellwood Thompson's"), a Florida limited liability company, **Healthy Choice Markets VI, LLC**, a Florida limited liability company, **Healthy U Wholesale, Inc.**, a Florida corporation, **The Vitamin Store, LLC**, a Florida limited liability company, **Healthy Choice Wellness, LLC**, a Florida limited liability company, and **Healthy Choice Wellness II, LLC**, a Florida limited liability company (collectively the "Guarantors") and Hal Mintz, as Agent, and the Lenders party thereto (as same may be amended, modified, increased, supplemented and/or restated from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement).

The outstanding principal balance of this Note, together with all accrued and unpaid interest thereon, shall be due and payable on the Maturity Date. The Borrower promises to pay interest on the unpaid principal balance of this Note from the Issue Date until the principal balance thereof is paid in full. Interest shall accrue on the outstanding principal balance of this Note from and including the Issue Date to but not including the Maturity Date at the rate or rates, and shall be due and payable on the dates and paid in accordance with the terms and conditions, set forth in the Loan Agreement.

Payments of principal, and all amounts due with respect to costs and expenses pursuant to the Loan Agreement, shall be made in lawful money of the United States of America in immediately available funds, without deduction, set-off or counterclaim to the Lender to the account maintained by the Agent not later than 11:59 a.m. (New York time) on the dates on which such payments shall become due pursuant to the terms and provisions set forth in the Loan Agreement. Payments of interest shall be payable in accordance with the provisions of the Loan Agreement. The Obligations of the Borrower under this Note and any additional note issued hereunder are secured in accordance with the terms of the Collateral Documents.

² A separate note is to be provided to each Lender.

If any payment of principal or interest on this Note shall become due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in computing interest in connection with such payment.

This Note is the Note provided for in, and is entitled to the benefits of, the Loan Agreement, which Loan Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events, for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions and with the effect therein specified, and provisions to the effect that no provision of the Loan Agreement or this Note shall require the payment or permit the collection of interest in excess of the Highest Lawful Rate.

Borrower hereby authorizes Agent to record in its books and records the date all payments of principal amounts in respect of the Term Loan made after the date hereof, which records shall, absent manifest error, be conclusive evidence of the outstanding principal amount evidenced by this Note; provided, however, that the failure by Agent to make any such notation with respect to payment shall not limit or otherwise effect the obligations of Borrower under this Note.

The Borrower and any and all endorsers, guarantors and sureties severally waive grace, demand, presentment for payment, notice of dishonor or default, protest, notice of protest, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of suit against any party hereto, and agree to all renewals, extensions or partial payments hereon and to any release or substitution of security hereof, in whole or in part, with or without notice, before or after maturity.

This Note shall be binding upon the Borrower and its successors and assigns and the terms hereof shall inure to the benefit of the Lender and its successors and assigns including subsequent holders hereof (collectively, "Assignees"), except that the Borrower may not assign or transfer any of its rights or obligations under this Note without the prior written consent of the Lender (which consent shall be in the sole and absolute discretion of the Lender). The term "Lender" as used in this Note shall be deemed to include the Lender and its Assignees. The Lender shall, upon notice to the Borrower, have the unrestricted right at any time or from time to time, and without the Borrower's consent, to assign all or any portion of its rights and obligations hereunder to any other person, which shall thereupon become vested with all the powers and rights above given to the Lender in respect thereof; provided, however, that any such assignment or transfer of this Note shall be made in accordance with all applicable securities laws. The Lender agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Note and to any other documents, instruments and agreements executed in connection herewith as the Lender shall reasonably deem necessary to effect the foregoing. In addition, at the request of the Lender and any such Assignee, the Borrower shall issue one or more new promissory notes, as applicable, to any such Assignee and, if the Lender has retained any of its rights and obligations hereunder following such assignment, to the Lender, which new promissory note held by the Lender prior to such assignment shall reflect the principal amount of this Note held by such Assignee and the Lender after giving effect to such assignment. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation reasonably required by the Lender in connection with such assignment, and the payment by the Assignee of the purchase price agreed to by the Lender and such Assignee, such Assignee shall be a holder of this Note shall have all of the rights and obligations of the Lender hereunder (and any other guaranties, documents, instruments and agreements executed in connection herewith) to the extent that such rights and obligations have been assigned by the Lender pursuant to the assignment documentation between the Lender and such Assignee, and the Lender shall be released from any obligations it may have hereunder and thereunder to a corresponding extent, subject to the terms of the Loan Agreement.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN SUCH STATE.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and delivered effective as of the date first above written.

HEALTHY CHOICE WELLNESS CORP.,

a Delaware corporation

By:

Name: Christopher Santi

Title: President and Chief Operating Officer

[Signature Page to Note]



HCMC ANNOUNCES THE ACQUISITION OF GREENACRES MARKET WITH 5 STORES LOCATED IN KANSAS AND OKLAHOMA

HOLLYWOOD, FL, July 24, 2024 - **Healthier Choices Management Corp. (OTC Pink: HCMC)** today announced the acquisition of GreenAcres Market, an organic and natural health food and vitamin chain with five store locations in Kansas and Oklahoma. GreenAcres Market is a chain of premier natural foods stores, offering organic and all natural products and vitamins from both top national brands as well as locally sourced specialty brands. GreenAcres Market offers everything from organic produce, natural groceries, dietary supplements, and freshly prepared food. This acquisition marks HCMC's market expansion into the midwestern region of the United States.

HCMC's CEO Jeffrey Holman enthusiastically announced the continued expansion of the company's grocery segment through the acquisition of GreenAcres Market. Mr. Holman went on to comment, "We see this move as another strategic step towards achieving HCMC's growth goals. Based on their past success, we anticipate the GreenAcres acquisition will propel annual top-line revenue to roughly \$75 million. Holman expressed confidence in GreenAcres Market's ability to strengthen HCMC's financial position and market share. He said, "This acquisition aligns perfectly with HCMC's commitment to sustainable growth in the organic supermarket industry and its long-term strategic objectives."

The Hoffmann family share: "We are excited that GreenAcres Markets will begin a new chapter with HCMC as this acquisition highlights their shared focus on quality products and customer service. The potential synergies of bringing like-minded stores together will help maintain the natural products industry's mission of alternative health education. We also want to thank the Food Partners who served as strategic and financial advisor to GreenAcres in the transaction."

About Healthier Choices Management Corp.

Healthier Choices Management Corp. (www.hcmc1.com) is a holding company focused on providing consumers with healthier daily choices with respect to nutrition and other lifestyle alternatives.

Through its wholly owned subsidiary HCMC Intellectual Property Holdings, LLC, the Company manages and intends to expand on its intellectual property portfolio.

Healthy Choice Wellness Corp. is a holding company focused on providing consumers with healthier daily choices with respect to nutrition and other lifestyle alternatives.

Through its wholly owned subsidiaries, the Company operates:

Ada's Natural Market, a natural and organic grocery store offering fresh produce, bulk foods, vitamins and supplements, packaged groceries, meat and seafood, deli, baked goods, dairy products, frozen foods, health & beauty products and natural household items (www.Adasmarket.com).

Paradise Health & Nutrition's three stores that likewise offer fresh produce, bulk foods, vitamins, and supplements, packaged groceries, meat and seafood, deli, baked goods, dairy products, frozen foods, health & beauty products and natural household items (www.ParadiseHealthDirect.com).

Mother Earth's Storehouse, an organic and health food and vitamin chain in New York's Hudson Valley, which has been in existence for over 40 years (www.MotherEarthStorehouse.com).

Greens Natural Foods' eight stores in New York and New Jersey, offering a selection of 100% organic produce and all-natural, non-GMO groceries and bulk foods; a wide selection of local products; an organic juice and smoothie bar; a fresh foods department, which offers fresh and healthy "grab & go" foods; a full selection of vitamins & supplements; as well as health and beauty products. (www.Greensnaturalfoods.com).

Ellwood Thompson's, an organic and natural health food and vitamin store located in Richmond, Virginia. (www.ellwoodthompsons.com).

GreenAcres Market, an organic and natural health food and vitamin chain with five store locations in Kansas and Oklahoma. GreenAcres Market is a chain of premier natural foods stores, offering organic and all natural products and vitamins from both top national brands as well as locally sourced specialty brands

Through its wholly owned subsidiary, Healthy Choice Wellness, LLC, the Company operates a Healthy Choice Wellness Center in Kingston, NY and has a licensing agreement for a Healthy Choice Wellness Center located at the Casbah Spa and Salon in Fort Lauderdale, FL. The Company continues to seek out locations for new Healthy Choice Wellness Centers but there are not currently any agreements in place for the opening of any new locations.

Through its wholly owned subsidiary, Healthy Choice Wellness II, LLC, the Company entered a joint venture with an established healthcare provider, and the joint venture is in the process of creating a structure whereby it will engage in telemedicine evaluations of patients for semaglutide therapy. The operation will encompass, generally: medical evaluations of patients; treatment of patients with semaglutide; coordination with providers and patients.

Through its wholly owned subsidiary, Healthy U Wholesale, the Company sells vitamins and supplements, as well as health, beauty and personal care products on its website www.TheVitaminStore.com.

Forward Looking Statements.

This press release contains forward-looking statements within the meaning of that term in the Private Securities Litigation Reform Act of 1995 (Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934). Additional written or oral forward-looking statements may be made by the Company from time to time in filings with the Securities and Exchange Commission (SEC) or otherwise. Statements contained in this press release that are not historical facts are forward looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, and are based on management's estimates, assumptions and projections and are not guarantees of future performance. The Company assumes no obligation to update these statements. Forward looking statements may include, but are not limited to, projections or estimates of revenue, income, or loss, exit costs, cash flow needs and capital expenditures, statements regarding future operations, expansion or restructuring plans, including our recent exit from, and winding down of our wholesale distribution operations. In addition, when used in this release, the words "anticipates," "believes," "estimates," "expects," "intends," and "plans" and variations thereof and similar expressions are intended to identify forward looking statements.

Factors that may affect our future results of operations and financial condition include, but are not limited to, fluctuations in demand for our products, the introduction of new

products, our ability to maintain customer and strategic business relationships, the impact of competitive products and pricing, growth in targeted markets, the adequacy of our liquidity and financial strength to support its growth, and other information that may be detailed from time-to-time in our filings with the SEC.

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