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

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): April 21, 2023

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**EG ACQUISITION CORP.**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction  
of incorporation)

001-40444  
(Commission  
File Number)

86-1740840  
(IRS Employer  
Identification No.)

375 Park Avenue, 24th Floor  
New York, NY 10152  
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: 212-888-1040

Not Applicable  
(Former name or former address, if changed since last report)

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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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units	EGGFU	The New York Stock Exchange
Class A shares	EGGF	The New York Stock Exchange
Warrants	EGGFW	The New York Stock Exchange

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.

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## Item 1.01 Entry Into A Material Definitive Agreement.

### *Amendment No. 1 to Equity Purchase Agreement*

As previously disclosed, on October 17, 2022, EG Acquisition Corp., a Delaware corporation (“EG”), LGM Enterprises, LLC, a North Carolina limited liability company (“LGM”), and, for certain limited purposes, Thomas James Segrave, Jr., Thomas James Segrave, Jr., as Custodian for Laura Grace Segrave, Thomas James Segrave, Jr., as Custodian for Madison Lee Segrave, Thomas James Segrave, Jr., as Custodian for Lillian May Segrave, and Thomas James Segrave, Jr., as Custodian for Thomas James Segrave III (collectively, the “LGM Existing Equityholders”) and, for certain limited purposes, Sponsor, and, as the representative of the LGM Existing Equityholders, Thomas James Segrave, Jr. entered into a definitive equity purchase agreement (the “Equity Purchase Agreement”). The transactions contemplated by the Equity Purchase Agreement are hereinafter referred to as the “Business Combination.”

On April 21, 2023, EG entered into Amendment No. 1 to the Equity Purchase Agreement (the “Amendment”) to provide that the “extension” proxy statement to be filed by EG with the U.S. Securities and Exchange Commission (the “SEC”) may seek to extend the time period for EG to consummate its initial Business Combination to a date no later than December 28, 2023 (instead of September 28, 2023).

The foregoing description of the Amendment is not complete and is subject to and qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 2.1 and incorporated by reference herein.

### *Additional Information*

EG intends to file a preliminary proxy statement with the SEC in connection with the proposed Business Combination, and EG will mail the definitive proxy statement and other relevant documents to its stockholders. This communication does not contain all the information that should be considered concerning the Business Combination. It is not intended to provide the basis for any investment decision or any other decision in respect to the proposed Business Combination. **EG’s stockholders and other interested persons are advised to read, when available, the preliminary proxy statement, any amendments thereto, and the definitive proxy statement in connection with EG’s solicitation of proxies for the special meeting to be held to approve the Business Combination as these materials will contain important information about LGM and EG and the proposed Business Combination.** The definitive proxy statement will be mailed to the stockholders of EG as of a record date to be established for voting on the Business Combination. Such stockholders will also be able to obtain copies of the proxy statement, without charge, once available, at the SEC’s website at <http://www.sec.gov>.

### *Participants in the Solicitation*

EG, Sponsor and their respective directors, executive officers, other members of management, and employees, under SEC rules, may be deemed to be participants in the solicitation of proxies of EG’s stockholders in connection with the Business Combination. **Investors and security holders may obtain more detailed information regarding the names and interests in the Business Combination of EG’s directors and officers in EG’s filings with the SEC, including EG’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022, which was filed with the SEC on April 13, 2023, and such information and names of LGM’s directors and executive officers will also be in the proxy statement of EG for the Business Combination.** Stockholders can obtain copies of EG’s filings with the SEC, without charge, at the SEC’s website at [www.sec.gov](http://www.sec.gov).

LGM and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from EG’s stockholders in connection with the Business Combination. A list of the names of such directors and executive officers and information regarding their interests in the Business Combination will be included in the proxy statement for the Business Combination when available.

### *Forward-Looking Statements*

This Current Report on Form 8-K includes “forward-looking statements” within the meaning of the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995. These forward-looking

statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “plan,” “may,” “should,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this document, including but not limited to: (i) the risk that the transaction may not be completed in a timely manner or at all, which may adversely affect the price of EG’s securities, (ii) the risk that the transaction may not be completed by EG’s business combination deadline and the potential failure to obtain an extension of the business combination deadline if sought by EG, (iii) the failure to satisfy the conditions to the consummation of the transaction, including the approval by the stockholders of EG and the receipt of certain governmental and regulatory approvals, (iv) the lack of a third party valuation in determining whether or not to pursue the transaction, (v) the occurrence of any event, change or other circumstance that could give rise to the termination of the Equity Purchase Agreement, (vi) the effect of the announcement or pendency of the transaction on LGM’s business relationships, operating results and business generally, (vii) risks that the proposed transaction disrupts current plans and operations of LGM and potential difficulties in LGM employee retention as a result of the transaction, (viii) the outcome of any legal proceedings that may be instituted against LGM or against EG related to the Equity Purchase Agreement or the transaction, (ix) the ability to maintain the listing of the EG’s securities on a national securities exchange, (x) the price of EG’s securities may be volatile due to a variety of factors, including changes in the competitive and highly regulated industries in which EG plans to operate or LGM operates, variations in operating performance across competitors, changes in laws and regulations affecting EG’s or LGM’s business and changes in the combined capital structure, (xi) the ability to implement business plans, forecasts, and other expectations after the completion of the proposed transaction, and identify and realize additional opportunities, and (xii) the risk of downturns and a changing regulatory landscape in the highly competitive aviation industry. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the “Risk Factors” section of EG’s registration on Form S-1, the proxy statement that will be filed as discussed herein and other documents filed by EG from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and LGM and EG assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. LGM nor EG gives any assurance that either LGM or EG or the combined company will achieve its expectations.

EG cautions that the foregoing list of factors is not exclusive. EG cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. For information identifying important factors that could cause actual results to differ materially from those anticipated in the forward-looking statements, please refer to the Risk Factors section of EG’s Annual Report on Form 10-K filed with the SEC. EG’s securities filings can be accessed on the EDGAR section of the SEC’s website at [www.sec.gov](http://www.sec.gov). Except as expressly required by applicable securities law, EG disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
2.1	<a href="#"><u>Amendment No. 1 to Equity Purchase Agreement, dated as of April 21, 2023, by and among LGM Enterprises, LLC, EG Acquisition Corp. and the LGM Existing Equityholders listed on Annex A of the Equity Purchase Agreement</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURE**

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

**EG ACQUISITION CORP.**

By: /s/ Gregg S. Hymowitz  
Name: Gregg S. Hymowitz  
Title: Chief Executive Officer

Dated: April 21, 2023

**AMENDMENT NO. 1 TO  
EQUITY PURCHASE AGREEMENT**

This **AMENDMENT NO. 1 TO EQUITY PURCHASE AGREEMENT** (this "Amendment") is entered into as of April 21, 2023, by and among EG Acquisition Corp., a Delaware corporation ("EGA"); LGM Enterprises, LLC, a North Carolina limited liability company ("LGM"); and the existing equityholders of LGM (the "Existing Equityholders") and, together with EGA and LGM, the "Amending Parties"). Unless otherwise indicated herein, words and terms which are defined in the Purchase Agreement (as defined below) shall have the same meaning where used in this Amendment.

**WHEREAS**, the above-listed Persons are parties to that certain Equity Purchase Agreement, dated as of October 17, 2022 (the "Purchase Agreement"), by and among the Amending Parties, EG Sponsor LLC, a Delaware limited liability company and Thomas James Segrave, Jr. in his capacity as Existing Equityholder Representative;

**WHEREAS**, pursuant to Section 10.2 of the Purchase Agreement, any term of the Purchase Agreement may be amended, supplemented or modified only with the signed, written consent of each of the Amending Parties; and

**WHEREAS**, the Amending Parties desire to amend the Purchase Agreement as set forth below.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Amending Parties agree as follows:

1. Amendment to Section 7.15(a). Section 7.15(a) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"If the Proxy Statement relating to the Buyer Special Meeting has not been mailed to the stockholders of the Buyer with the SEC by April 17, 2023 as promptly as reasonably practicable after such date, Buyer shall prepare (with the reasonable cooperation of the Company Group) and file with the SEC a proxy statement (such proxy statement, together with any amendments or supplements thereto, the "Extension Proxy Statement") pursuant to which it shall seek the approval of its stockholders for proposals to amend (i) the Buyer's Organizational Documents and (ii) the Trust Agreement, in each case, to extend the time period for Buyer to consummate its initial business combination from May 28, 2023 (the "Extension Approval End Date") to a date no later than December 28, 2023 (such date, the "Extended Deadline" and such proposals, the "Extension Proposals"). Buyer shall use its reasonable efforts to cause the Extension Proxy Statement to comply with the rules and regulations promulgated by the SEC, to have the Extension Proxy Statement cleared by the SEC as promptly as practicable after such filing. Buyer shall provide the Company a reasonable opportunity to review the Extension Proxy Statement prior to its filing with the SEC and will consider in good faith the incorporation of any comments thereto provided by the Company."

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2. Continued Validity of Purchase Agreement. Except as specifically amended by this Amendment, the Purchase Agreement shall remain in full force and effect as originally constituted.

3. Successors and Assigns. The terms and conditions of this Amendment shall inure to the benefit of and be binding upon all of the parties to the Purchase Agreement and each of their respective successors and assigns.

4. Governing Law. This Amendment, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof or the transactions contemplated hereby, whether in contract or in tort or otherwise, will be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

5. Counterparts; Electronic Signature. This Amendment may be executed and delivered by facsimile sent by telephonic transmission, e-mail transmission or other electronic means (including DocuSign) and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Amending Parties have executed this Amendment as of the date first written above.

EG ACQUISITION CORP.

By: /s/ Gregg S. Hymowitz  
Name: Gregg S. Hymowitz  
Title: Chief Executive Officer

LGM ENTERPRISES, LLC

By: /s/ Thomas James Segrave, Jr.  
Name: Thomas James Segrave, Jr.  
Title: Founder, Chairman & Chief Executive Officer

EXISTING EQUITYHOLDERS

By: /s/ Thomas James Segrave, Jr.  
Name: Thomas James Segrave, Jr.

By: /s/ Thomas James Segrave, Jr.  
Name: Thomas James Segrave, Jr.,  
as Custodian for Laura Grace Segrave

By: /s/ Thomas James Segrave, Jr.  
Name: Thomas James Segrave, Jr.,  
as Custodian for Madison Lee Segrave

By: /s/ Thomas James Segrave, Jr.  
Name: Thomas James Segrave, Jr.,  
as Custodian for Lillian May Segrave

By: /s/ Thomas James Segrave, Jr.  
Name: Thomas James Segrave, Jr.,  
as Custodian for Thomas James Segrave III

*[Signature Page to Amendment No. 1 to Equity Purchase Agreement]*