

**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 14, 2024**

**THE REAL GOOD FOOD COMPANY, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-41025**  
(Commission  
File Number)

**87-1280343**  
(I.R.S. Employer  
Identification Number)

**3 Executive Campus, Suite 155**  
**Cherry Hill, NJ 08002**  
(Address of Principal Executive Offices; Zip Code)

**(856) 644-5624**  
(Registrant's telephone number, including area code)

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

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
Class A common stock \$0.0001 par value per share	RGF	Nasdaq Global Market

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.**

On July 14, 2024, Real Good Foods, LLC, a wholly owned subsidiary of The Real Good Food Company, Inc. (the “Company”), entered into an amendment (the “Amendment”) to its amended and restated Loan and Security Agreement with PMC Financial Services Group, LLC (“PMC”), dated June 30, 2016 (the “Existing Credit Facility”).

The Amendment amended the Existing Credit Facility to allow for the increase to the borrowing availability on the Revolving Credit Facility from \$38.0 million to \$42.0 million. Additionally, the amendment increased the approved overadvance loans from \$38.0 million to \$42.0 million. All other terms of the agreement remain unchanged from the previous amendment.

As consideration for the Amendment, the Company issued a warrant to PMC, exercisable into class A common stock equal to 5.09% of the Company’s total diluted equity at the date of exercise, at an exercise price of \$0.01 per share. The warrant is exercisable beginning on December 31, 2025, or upon either a change in control or a payoff of the outstanding debt, and expires on November 20, 2033.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.2	<a href="#">Amendment Number Thirty One to Loan and Security Agreement, dated as of July 14, 2024, by and between Real Good Foods, LLC, and PMC Financial Services Group, LLC.</a>
104	Cover Page Interactive Data File (embedded within the inline XRBL document).

**SIGNATURE**

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.

THE REAL GOOD FOOD COMPANY, INC.

Date: July 18, 2024

By: /s/ Tim Zimmer

\_\_\_\_\_  
Tim Zimmer  
Chief Executive Officer

**AMENDMENT NUMBER THIRTY ONE TO  
LOAN AND SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER THIRTY ONE TO LOAN AND SECURITY AGREEMENT** (this “Amendment”), dated as of July 14, 2024 (the “Amendment Thirty One Effective Date”) is entered into between **PMC FINANCIAL SERVICES GROUP, LLC**, a Delaware limited liability company (“Lender”), and **REAL GOOD FOODS, LLC**, a Delaware limited liability company (“Borrower”), in light of the following:

**RECITALS**

WHEREAS, Borrower and Lender have previously entered into that certain Loan and Security Agreement, dated as of June 30, 2016, as amended from time to time (the “Agreement”).

WHEREAS, Borrower has requested that Lender increase the Maximum Revolver Amount to \$42,000,000 and the Overadvance Amount to \$42,000,000.

WHEREAS, Lender has agreed to Borrower’s request subject to the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** All terms which are defined in the Agreement shall have the same definition when used herein unless a different definition is assigned to such term under this Amendment.

2. **AMENDMENTS.** Effective as of the Amendment Thirty One Effective Date (as that term is defined in Section 2.1 of this Amendment), the Agreement is amended as follows:

2.1 **Additional Definitions.** Section 8 of the Agreement is amended by adding the following definitions in appropriate alphabetical order thereto:

“**Amendment Thirty One**” means that certain Amendment Number Thirty One to Loan and Security Agreement, dated as of July 14, 2024, between Lender and Borrower.

“**Amendment Thirty One Effective Date**” shall have the meaning set forth in the preamble to Amendment Thirty One.

2.2 **Increase in Revolving Loans.** Section 1A of the Schedule to the Agreement is hereby amended to delete “\$38,000,000” therein and insert “\$42,000,000” in lieu thereof.

2.3 **Fees on Increase in Revolving Loans.** Section 3 of the Schedule to the Agreement is hereby amended to delete “A Loan Fee of \$25,000 shall be fully earned on the Amendment Thirty Effective Date and shall be non-refundable.” and insert “A Loan Fee of \$40,000 (1.0% of the increase in the Maximum Revolver Amount) shall be fully earned on the Amendment Thirty One Effective Date and shall be non-refundable.” in lieu thereof.

2.4 **Increase of Approved Overadvance Loans.** Section 1A of the Schedule to the Agreement is hereby amended by deleting “exceed \$38,000,000 from the Amendment Thirty Effective Date through the Revolver Maturity Date” and inserting “exceed \$42,000,000 from the Amendment Thirty One Effective Date through the Revolver Maturity Date” in lieu thereof.

3. **WARRANT.** In consideration for Lender agreeing to (a) increase the Maximum Revolver Amount by \$4,000,000, and (b) increase the Overadvance Amount by \$4,000,000, the Borrower has agreed to issue to Lender a non-dilutive warrant equal to 5.09% of the Borrower and containing terms and conditions acceptable to Lender.

4. **CONDITION PRECEDENT AND SUBSEQUENT.**

4.1 **Condition Precedent.** This Amendment shall be effective on the Amendment Thirty One Effective Date only upon satisfaction in full of the following conditions precedent:

- A. Lender shall have received a fully executed copy of this Amendment Thirty One.
- B. Lender shall have received the \$40,000 loan fee set forth in Section 3 of the Schedule to Loan and Security Agreement, as amended by this Amendment.
- C. Lender shall have received the warrants that Borrower is obligated to issue to Lender pursuant to Section 3 of this Amendment

5. **REPRESENTATIONS AND WARRANTIES.** Borrower hereby affirms to Lender that all of Borrower’s representations and warranties set forth in the Agreement are true, complete and accurate in all respects as of the date hereof.

6. **RATIFICATION.** Borrower hereby ratifies and affirms its obligations under the Agreement, as amended by this Amendment, and its obligation to repay the Obligations, including any Loans or advances by Lender made on or prior to the date of this Amendment.

7. **LIMITED EFFECT.** Except for the specific amendments contained in this Amendment, the Agreement shall remain unchanged and in full force and effect.

8. **RELEASE BY BORROWER.** Borrower, for itself, and for its agents, servants, officers, directors, shareholders, employees, heirs, executors, administrators, successors and assigns, forever release and discharge Lender and its servants, employees, accountants, attorneys, shareholders, subsidiaries, officers, directors, heirs, executors, administrators, successors and assigns from any and all claims, demands, liabilities, accounts, obligations, costs, expenses, liens, actions, causes of action, rights to indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, which Borrower had, now has, or has acquired, individually or jointly, at any time prior to the Amendment Thirty One Effective Date, including specifically, but not exclusively, and without limiting the generality of the foregoing, any and all of the claims, damages, demands and causes of action, known or unknown, suspected or unsuspected by Borrower which:

8.1 Arise out of the Loan Documents;

8.2 Arise by reason of any matter or thing alleged or referred to in, directly or indirectly, or in any way connected with, the Loan Documents; or

8.3 Arise out of or in any way are connected with any loss, damage, or injury, whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Lender or any party acting on behalf of Lender.

9. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. Borrower acknowledges that there is a risk that subsequent to the execution of this Amendment it may incur or suffer losses, damages or injuries which are in some way caused by the transactions referred to in the Loan Documents or the Agreement, but which are unknown and unanticipated at the time this Agreement is executed. Borrower does hereby assume the above mentioned risks and agree that this Amendment shall apply to all unknown or unanticipated results of the transactions and occurrences described herein, as well as those known and anticipated, and upon advice of counsel, Borrower does hereby knowingly waive any and all rights and protections under California Civil Code Section 1542 which section has been duly explained and reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

10. LEGAL ADVICE OBTAINED. The advice of legal counsel has been obtained by each party prior to signing this Amendment and each party executes this Amendment voluntarily, with full knowledge of its significance, and with the express intention of effecting the legal consequences provided by Section 1541 of the California Civil Code, namely, the extinguishment of obligations except for the executory provisions of the Agreement as amended by this Amendment.

11. COUNTERPARTS; EFFECTIVENESS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, including electronically or via .pdf, each of which when so executed and delivered shall be deemed to be an original. All such counterparts, taken together, shall constitute but one and the same Amendment. This Amendment shall become effective upon the execution of this Amendment by each of the parties hereto.

12. LIABILITY; GOVERNING LAW; JURISDICTION; VENUE; DISPUTE RESOLUTION; WAIVER OF JURY TRIAL. Sections 9.10 (Liability), 9.19 (Governing Law; Jurisdiction; Venue), 9.20 (Dispute Resolution) and 9.21 (Mutual Waiver of Jury Trial) of the Agreement are hereby incorporated by reference, *mutatis mutandis*.

13. COURSE OF DEALING. This Amendment shall not establish a custom or course of dealing and does not waive, limit, or postpone any of the liabilities or obligations of the Borrower under the Loan Documents, and any discussions (whether written or oral) that have occurred or which hereafter may occur are not, and shall not be deemed to be, a waiver, limitation, or postponement of any of Lenders' rights, powers, privileges, powers or remedies under the Loan Documents or applicable law or equity, all of which rights, powers, privileges, powers or remedies

hereby expressly are reserved, and the Borrower hereby waives any defenses, including a defense of laches, to any such rights, powers, privileges, powers or remedies of the Lender. In addition, the Lender reserves its right to enforce strictly any and all covenants, conditions, and provisions of the Loan Documents and to demand strict and absolute compliance with such covenants, conditions, and provisions.

[signatures are on the following pages]

IN WITNESS WHEREOF, Lender and Borrower have executed this Amendment.

**REAL GOOD FOODS, LLC**

By: The Real Good Food Company, Inc.  
Its: Managing Member

By: /s/ Bryan Freeman  
Name: Bryan Freeman  
Title: Executive Chairman

Signature Page to Amendment Number Thirty One to Loan and Security Agreement



By: /s/ Walter E. Buttkus, III

Name: Walter E. Buttkus, III

Title: President

Signature Page to Amendment Number Thirty One to Loan and Security Agreement